

## Bellevue City Council Meeting

Tuesday, May 17, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Jay Dunston, Bellevue Christian Center, 1400 Harvell Drive.
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 the April 28, 2022 Planning Commission Minutes.
    2. (\*) Approval of the May 3, 2022 City Council Minutes.
6. (\*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4098: Repealing Chapter 14, Section 14-6 pertaining to slaughterhouses, soap factories, feed lots, etc. (Legal)
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4099: Request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE, for the purpose of single family residential development. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Dr. and Ridgewood Dr./Martin Dr. and Ridgewood Ct. (Planning Manager)
  - b. Ordinance No. 4100: Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single-family residential development. Applicant: Woodsonia Real Estate Inc. General location: 11715 South 60th Street. (Planning Manager)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Request to final plat Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼, all located in Section 31, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, except those parts condemned by the State of Nebraska by return of appraisers for Highway 370 right-of-way. Applicant: Woodsonia Real Estate Inc. General location: South 54th Street and Hwy 370. (Planning Manager)
    1. Approval of the Lakewood West Subdivision Agreement.
15. RESOLUTIONS:
  - a. Resolution No. 2022-11: Approving the proposed FY 2021-2022 Budget for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. (Public Works Director)
  - b. Resolution No. 2022-12: Approving the proposed FY 2022-2023 Budget for the Sarpy

County and Cities Wastewater Agency and authorize the Mayor to sign. (Public Works Director)

c. Resolution No. 2022-13: Approving the revised Growth Management Plan (GMP) and related policies and procedures for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. (Public Works Director)

d. Resolution No. 2022-14: Approving the Third Amendment to the Formation Interlocal Agreement for the Sarpy County and Cities Wastewater Agency FY 2022-2023 Budget and authorize the Mayor to sign. (Public Works Director)

16. CURRENT BUSINESS:

a. Approve and authorize Mayor to sign the pre-application for the Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Match Program to the State of Nebraska Department of Economic Development. (Finance Director/CDBG Program Specialist)

b. Recommend approval of renewal of the School Resource Officer Memorandum of Understanding with Omaha Public Schools and authorize the Mayor to sign. (Police Chief)

c. Approve and authorize the Mayor to sign the Collective Bargaining Agreement (CBA) with the International Association of Firefighters Local 4906 for the term of June 5, 2022 through September 30, 2025. (HR Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. **(Monthly reports are given at the first Council meeting of each month - May report will be attached to the June 7th meeting.)**

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

Bellevue Planning Commission Meeting, April 28, 2022, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, April 28, 2022 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Hankins, Ritz, Cutsforth, Ackley, Perrin, and Jacobson. Absent were Aerni, and Compton. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Ackley, seconded by Casey, to approve the minutes of the March 24, 2022, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Cutsforth asked if there were any updates or additions to staff reports. Palm advised there were seventeen emails or letters received on Agenda Item 3.c. She stated correspondence was forwarded to the Planning Commission and made part of the public record.

Motion was made by Jacobson, seconded by Perrin, to accept into the record all staff reports, attachments, memos, and handouts regarding each application including the seventeen emails and letters. Upon roll call, all present voted yes. Motion carried unanimously.

Cutsforth explained the consent agenda procedures.

The following item was on the consent agenda:

Item 2.a.: Request to final plat Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼, all located in Section 31, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, except those parts condemned by the State of Nebraska by return of appraisers for Highway 370 right-of-way. Applicant: Woodsonia Real Estate Inc. General location: South 54th Street and Hwy 370. Case #: S-2203-09.

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

MOTION made by Jacobson, seconded by Hankins, to recommend APPROVAL of the consent agenda item. APPROVAL based upon conformance with the preliminary plat. Upon roll call, all present voted yes. Motion carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON May 17, 2022.**

Cutsforth explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single-family residential development; and preliminary plat Lots 192 through 266, and Outlot I, Lakewood West. Applicants: Woodsonia Real Estate, Inc. Location: 11715 South 60<sup>th</sup> Street. Case #: Z-2202-05, S-2202-06.

Cutsforth asked staff for updates. Palm stated there were no updates, but she would provide a brief overview of the request. She stated the developer is asking for a platting and rezoning on a piece of property currently zoned agricultural. Palm stated the zoning request is for RG-50 (General Residential – 5,000 Square Foot Zone) which is a medium density zoning for single-family dwellings. She said this request is in conformance with the Comprehensive Plan. Palm stated this is phase two of the final plat which was approved on the consent agenda tonight. She stated this property is south on Hwy 370 on 60<sup>th</sup> Street. Palm said the County is in the process of improving South 60<sup>th</sup> street which will eventually be three lanes with controlled access, and curb and gutter. She stated the County has restricted direct access to South 60<sup>th</sup> Street for this plat. Palm stated in the future Schram road would run along the south side of this development. Palm said there would be two access points connecting to Phase 1 of the project and a stub out street to the north for a future connection. Palm stated staff is recommending approval of the project.

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Larry Jobeun, 11440 W Center Rd., Omaha, NE, was present on behalf of the applicant. Jobeun thanked staff for the recommendation of approval. Jobeun stated the projected sale price of the homes would be between \$350,000 and \$450,000.

Blaine Dinwiddie, 11908 S. 60<sup>th</sup> St., Papillion, NE, stated he approved of the medium density residential zoning. He inquired if there would be access to South 60<sup>th</sup> Street in the future. Palm stated there would be no access to South 60<sup>th</sup> Street from this project. She stated the County has approximately 60% of the engineering and design completed for South 60<sup>th</sup> Street. Dinwiddie inquired if the County gave any indication as to when the improvements to South 60<sup>th</sup> Street would begin. Palm stated the County should complete the engineering and design within the next 6 to 12 months with a possibility of the project beginning within one to two years.

Marvin Leaders, 13901 Schram Rd., Papillion, NE, inquired if there was a proposal for the sanitary sewer and storm water runoff designs. Brad Huyck, 10836 Old Mill Rd., Omaha, NE, stated he was the consulting engineer for the project. He stated Outlot I in the northwest corner of the plat is the low spot of the site and there would be a permanent detention basin there which would capture all the runoff from the project and then release it at a rate less than what is currently flowing to the culvert under South 60<sup>th</sup> Street. Huyck stated about half of the project's sanitary sewer would drain to Outlot I with a lift station that would lift it back to the east to an outfall sewer that will be constructed with Phase 1.

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

Ackley stated looking through the history of this property approximately a year ago the Commission denied an application for storage. Ackley stated he was in support of the residential zoning for this area.

MOTION was made by Ackley, seconded by Jacobson to recommend APPROVAL of a request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single-family residential development; and preliminary plat Lots 192 through 266, and Outlot I, Lakewood West. Applicants: Woodsonia Real Estate, Inc. Location: 11715 South 60<sup>th</sup> Street. Case #: Z-2202-05, S-2202-06. APPROVAL of the application based upon conformance with the Zoning Ordinance, Comprehensive Plan, Subdivision Regulations, and compatibility with adjacent development. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON May 17, 2022.**

PUBLIC HEARING was held on a request to approve the Redevelopment Plan for Lot 1, College Apartments Addition. Applicant: Stella Realty, LLC. General location: 400 W. 19th Ave. Case #: ECD-55.

Cutsforth asked staff for updates. Palm stated there were proofreading errors in the Redevelopment Plan that were noted by Commissioners and questions as to the proposed interest rate. She stated the errors have been corrected, and the finance director is comfortable with a rate between 4% and 5%. She said Mr. Beller on behalf of his client has stated 4.5% is a comfortable rate for them. Palm stated those parts of the Plan would be amended prior to City Council. Palm stated this is the site of the former College Apartments which were constructed around the turn of the century. She said the property had recently been declared blighted and substandard and this is the next step in the process. Palm stated the applicant plans to construct a 164-unit apartment complex. She stated the appropriate zoning is in place for the project. Palm stated staff is recommending approval of the request.

Brent Beller, 11440 W. Center Rd., Omaha, NE, stated the total cost of the project would be approximately \$26,000,000 with the TIF (Tax Increment Financing) being approximately \$4,700,000. He stated \$3,900,000 would be for demolition, stabilization, and installation of public utilities, and \$780,000 for acquisition of the site. Beller stated 160 units would be constructed in four separate buildings with four stories. He stated there would be 15 two-bedroom, 123 one-bedroom, and 22 loft style apartments with a price range of approximately \$1,300 to \$1,400 a month. Beller stated the goal is to begin construction later this year.

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

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Ackley stated the development plan complies with State Statutes and with the number of proposed units the cost is approximately \$30,000 a unit which is consistent with previous applications.

Ritz asked for an explanation on the amount of TIF the applicant requested. Beller clarified the TIF request is for 4,028,917. He stated they were being conservative on valuations and therefore not asking for the full amount of \$4,751,600 in TIF eligible expenditures. Beller stated their amortization schedule would be updated and reflect an interest rate at 4.5%.

MOTION was made by Ackley, seconded by Casey to recommend APPROVAL of a request to approve the Redevelopment Plan for Lot 1, College Apartments Addition. Applicant: Stella Realty, LLC. General location: 400 W. 19th Ave. Case #: ECD-55. APPROVAL based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON June 21, 2022.**

PUBLIC HEARING was held on a request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE, for the purpose of single-family residential development, and preliminary plat Lots 1 through 9, Fontenelle Hills Estates. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Dr. and Ridgewood Dr./Martin Dr. and Ridgewood Ct. Case #'s Z-2203-06, S-2203-11

Ackley stated he needed to recuse himself due to a potential conflict of interest.

Casey stated he also needed to recuse himself because he is a homeowner in the area and President of the Fontenelle Hills HOA (Homeowners Association).

Commissioners Ackley and Casey left the Council Chambers at 6:26 p.m.

Cutsforth asked staff for updates. Palm stated there were seventeen emails and/or letters received which were forwarded to the Planning Commissioners and made part of the record. She stated those emails and letters would also be forwarded to the City Council. Palm said the letters and emails are in opposition for various reasons. Palm stated concerns included losing green space, drainage problems, and sewer capacity. She stated the request is for a nine-lot subdivision which was previously a golf course and has not been operational as such for several years. Palm stated the land is under private ownership and has never been owned or operated by the city. She stated the proposed zoning is RE (Residential Estates) and the current zoning is RS-120-PS (Single-family residential – 12,000 square foot zone – Planned Subdivision). Palm stated under the current zoning approximately three houses per acre would be allowed. She stated the proposed zoning is less dense with a minimum of one acre lots. Palm said the staff report noted technical deficiencies and those deficiencies have since been resolved. She stated lots one through five would have private drives with direct access via existing streets but proposed lots six through nine would have access via a private street named Dagmar Court. Palm stated the private street would need a waiver of the Subdivision Regulations which would need to be heard by the Planning Commission and voted on by the City Council. Palm said staff does not have an issue with the plat moving forward as is, but the developer would need to make the request for a waiver before Dagmar Court was constructed. Palm stated city engineers believed lots six through nine were developable but may be a challenge with the topography. She stated another issue mentioned was sewer capacity and the developer had discussions with the Wastewater Department prior to submitting any applications. Palm stated she had received a memo from the Wastewater superintendent which included the lift station calculations done on the Fontenelle Lift Station. She said these calculations were done on August 2, 2021 and based on those calculations the Wastewater superintendent was confident there is more than enough capacity for these nine single-family homes.

Mary Hawkins, 414 Greenbriar Ct., Bellevue, NE, stated she is one of the owners of the property. She said they acquired the property when it was being planned for an extensive development. Hawkins stated through volunteers and extensive personal funds they have managed to keep the golf course. She stated it is now being maintained as a green space and not a golf course. She said she understands peoples' desire to keep it as-is. Hawkins stated it has evolved from an eighteen-hole public golf course to a nine-hole private golf course. She stated at this point the owners no longer want to fund or maintain the area so that is the reason for the request. Hawkins stated they have tried to get one hundred memberships to keep the golf course open but received less than fifty. She stated there

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is not enough interest from the homeowners in the area to pitch in and maintain the course and she knows the city is not interested in a park for this area. Hawkins stated the subdivision's large lots will be maintained as residential sites better than they can maintain them now.

Jim Hawkins, 414 Greenbriar Ct., Bellevue, NE, stated Mary is his wife. He stated they have tried very hard to keep the area as-is but physically and financially it has gotten to be too much work. Hawkins stated in 2014 an easement was granted to the city so the lift station could be upgraded. He stated the current zoning of RS-120-PS allows for more homes per acre, but the Planning Department recommended the RE zoning for larger lots and less density in the neighborhood. Hawkins stated the request for RE zoning would be the lowest possible impact on the neighborhood. He stated the applicants for this request are also Fontenelle Hills residents and do not want to ruin the good things about the neighborhood. Hawkins stated there will be no impact on the wildlife in the area. He stated some of the letters of opposition were due to a misunderstanding of what was planned.

Brent Janzen, 406 Ridgewood Dr., Bellevue, NE, stated he attended the meeting to get questions answered because the letter he received was unclear and the last thing he wants is his back yard filled with houses. He stated after listening to Mr. and Mrs. Hawkins he appreciates what they have done and hopefully this will improve the neighborhood.

Palm stated due to the number of people in attendance regarding this matter she would keep track of questions and either she or the applicant would address them after the public hearing was closed.

Arron McCarty, 908 Ridgewood Ct., Bellevue, NE, stated when he moved into the area five years ago there were not many children in the neighborhood. McCarty stated he has four children, and they were able to use the golf course as green space to play. He stated there is a pathway on hole number six where you can walk directly to Fontenelle Forest. McCarty stated more families were moving into the area and they have young children, and young children need space to play. He said if possible, he would like to purchase an acre to keep as green space or the city could purchase part of the area and create a playground for Fontenelle.

Sharon Hammarlund, 507 Laurel Dr., Bellevue, NE, stated her concern is the sewer system. She stated the sewer line to her home is clear but because she is at the end of the line and if something happens below, then her sewer backs up into her basement bathroom. Hammarlund stated if the sewer system cannot handle what is existing then how will it handle these new homes. She inquired if the five acre lots could be split again.

Michele Bang, 506 Ridgewood Dr., Bellevue, NE, stated they have been members of the golf course since 2010. She stated she does appreciate the amount of work the owners have put into the golf course over the last ten years. Bang stated her concerns were with lots 6, 7, 8, and 9. She stated she is a police officer for OPD (Omaha Police Department). Bang stated firetrucks are large and they need a turnaround point. She stated there are children everywhere with no parks and no sidewalks in some of the neighborhood. Bang said Fontenelle has been annexed by the City of Bellevue and they have a responsibility to provide green space for the children to play.

Betsy Buschkemper, 514 Laurel Dr., Bellevue, NE, stated she tries to look at complicated and controversial issues from all perspectives. She stated the owners have tried their best and they have a right to sell and profit from their investments. She stated when these homes were built it was implied this area would be recreational and there would be no need for large back yards therefore some are very small. She said there are several questions and concerns by the residents that have not been addressed. She stated most of the residents learned about the request two weeks ago when they received letters from the city. She inquired what would happen when houses are built, and fences installed that disrupt the wildlife corridor. Buschkemper stated she would like to have the Commission recommend denial based on neighbors' concerns and allow for more communication between neighbors and the owners.

Jason Williams, 905 Bayberry Dr., Bellevue, NE, stated he has no issue with the Hawkins selling their property. He stated he does have a concern with the sewer and drainage. Williams stated the rainwater from the top of the hill drains to the sewer on Bayberry which causes a runoff onto his property. He said if this issue is not addressed it would be passed onto the next owner.

Laurie Mason, 509 Ridgewood Dr., Bellevue, NE, stated when they purchased the home some repairs needed to be made to the foundation. She stated they had to go down one hundred and twenty-five feet to find shale for the repairs so she is uncertain how this will affect her and her neighbor's properties.

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Mary Matulka, 405 Greenbriar Ct., Bellevue, NE, inquired if a portion of the land could be purchased to increase the buffer between the properties.

Michael Ingraldi, 508 Laurel Dr., Bellevue, NE, Mr. Ingraldi's son Alex stated he and his father clear trash from the property and adding more houses would increase the amount of liter they will have to pick up. Ingraldi inquired what trees would be removed and how are they going to mitigate the runoff from these new homes.

Steve Graf, 518 Laurel Ave., Bellevue, NE, stated he has lived in the area for fifteen years and almost everyone who has purchased a home in the area did so because of the trees and the golf course. He stated there has been an implied promise of a golf course or green space. Graf stated a sign posted in the area lists the following: a view, homes, apartments, condos, and golf course. He stated a recent listing for a condo stated there is a golf course. Graf said law has upheld an implied promise of a golf course in a neighborhood. He stated his letter only listed Hawkins and Strom as the owner, but Sarpy County GIS lists different owners for lots 3, 4, 5, 6, 7, 8, and 9, and lists the properties future land use as recreational. Graf inquired what is the true capacity of the sewer system. He said he would like the owners to come up with a better solution and continue to use this land as recreational.

Charlie Daubs, 806 W. Martin Dr., Bellevue, NE, stated as former Chairman of the SID he is guilty of having the city annex the area in 1991. He stated he has sympathy for the residents with drainage issues because there have been a lot of those. Daubs stated a few years ago there was an application for multi-family homes being built along lots one and two. He said he would like to see more detail on where the homes would be built on these lots.

Joyce Luster, 305 Martin Dr. N., Bellevue, NE, stated she would like to express her appreciation to the Hucks, Hawkins, and Lyle Strom for maintaining the golf course and green space. She stated trees in the sewer lines are some of the causes of sewers backing up. Luster stated some of the people speaking out tonight had the opportunity to join the golf course and did not join in order to keep it open. She said if people would have joined it could still be operating as a golf course. Luster thanked the owners for maintaining this area for as many years as they have.

Giovanna Zerveno, 506 Laurel Dr, Bellevue, NE, stated many of the neighbors did not get the opportunity to join the golf course because they recently moved into the area. She stated we appreciate what the landowners have done to this point but now would like the opportunity to keep the green space and the view.

Ron Luster, 305 Martin Dr., N., Bellevue, NE, stated he was a previous owner of the golf course. He stated the owners have spent the last ten years maintaining and taking care of this area. Luster stated there were never enough members to keep the course open. He said there is a point when due to health and financials issues it cannot be continued as green space. Luster stated he would be willing to work with people to continue it as a golf course, but the Hawkins are ready to move forward and sell the property.

Michele Bang inquired if there is a possibility of making golf memberships mandatory in the neighborhood.

Robbyn Roberts, 911 Bayberry Dr., Bellevue, NE, stated they are a military family and they moved here from Washington, D.C. She stated the green space was a gift because their children have never had an area to play and they would like to keep that green space. She stated they would like the option to buy the space.

John Sidzyk, 405 Greenbriar Ct., Bellevue, NE, stated in his observation more time is needed for the neighbors to come together and decide what to do.

Margie Mosier, 303 Martin Dr. N., Bellevue, NE, stated she wanted to thank the Hawkins for the extra ten years of views, the concern for their neighbors, and the opportunities they had offered them throughout the years. Mosier stated this is private property and they can do what they want with it. She said she would love to go back to 1995 when it was an 18-hole golf course but times change. Mosier said we have lost focus of what needs to be done. She stated the Hawkins have been very responsible and good to their neighbors by requesting the RE zoning. Mosier stated the purpose of tonight is for rezoning and it needs to be rezoned.

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

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Palm stated she could answer most of the questions, but neighbors are asking the Hawkins to place a hold on this request. She stated that must be answered by Jim and Mary Hawkins.

Mary Hawkins stated this is nothing new; they have had meetings, sent out memos, and emails to the neighbors over a period of time. She stated the concept of it going back to a golf course is not possible because it would take thousands of dollars to redo the infrastructure. Hawkins stated they are not single owners, and the other owners are in favor of the request, so it makes no sense to place a hold on it.

Palm addressed some of the questions. She stated the overall theme is the neighbors want this to be maintained as public space, or park ground for their children to play. Palm stated this is private property not public property nor has it ever been public property, so if you are using the property, you are doing so at the expense of the current owners. She stated the city does not have an interest in purchasing it for park ground. Palm read the memo from Wastewater superintendent Epiphany Ramos regarding the sewer capacity. Palm stated the neighbors received letters two weeks ago because legally we are required to give a ten-day notice however, these discussion with the Hawkins have been taking place for some time. She stated the owners wanted to do whatever would have the least possible impact to the neighborhood. Palm said she recommended the RE zoning because it is the lowest density zoning with minimum one acre lots. She stated the owners also live in the neighborhood and wanted the lowest impact on the neighbors. Palm said although the applicant is listed as Hawkins & Strom Holdings, LLC., the Planning Department has applications signed by all the owners, which is required to rezone a property. She stated the preliminary plat was routed to seventeen different agencies inside and outside of the city for review. She said it was routed to the Fire Department, Police Department, Public Works Department, Papio NRD, all utilities, and various Sarpy County agencies just to name a few. Palm stated some of the reasons for suggesting the acreage lots is because there are drainage, steep slopes, and topography issues creating some challenges. She said a developer cannot negatively impact the drainage and runoff you are already receiving. Palm stated if this plat were approved and building permits were issued those types of items would be reviewed for compliance. Palm stated the setbacks for the RE zoning are as follows: 35-foot front yard, 35-foot rear yard, 20-foot side yard, and 25-foot street side yard. She said the existing setbacks in Fontenelle Hills which was approved under a 1967 zoning variance of the RS-120-PUD (Single-Family Residential – 12,000 Square foot Zone – Planned Unit Development) zoning created setbacks anywhere from 5 feet to 15 feet, so in comparison these setbacks would be more stringent. Palm stated the Hawkins have indicated they want to move forward with the application but if anyone has the desire to purchase any part of this property, they will have to discuss that with the owners. Palm stated the timeline for this request is as such: if voted on tonight the request then moves to the City Council for three readings: first reading on May 17<sup>th</sup>, public hearing June 7<sup>th</sup>, and final vote on June 21<sup>st</sup>. Palm stated some lots are more than an acre which would allow them to be subdivided. She said if there is a request to subdivide these larger lots it would not be done administratively, but rather they would need to go through this same forum to do so. Palm said she would be agreeable to an administrative request on the smaller lots from four lots to one or two lots which would decrease the density not increase it. Palm stated if an application for a preliminary plat is received the Planning Department advertises in the newspaper ten days before the meeting, sends letters to homeowners within 300 feet of the property, and post signs on the property. Palm stated because this is private property fences are allowed and this property could potentially be fenced now.

Jacobson asked staff to explain the preliminary plat request process. Palm stated this is a preliminary plat and rezoning request which is the first step in the process and if approved they could move forward with a final plat. She stated if the preliminary plat is approved, and the final plat conforms with the preliminary plat the City Council must approve it per the Subdivision Regulations.

Perrin asked staff if the Hawkins were willing to sell the property to the city for a park if that could be proposed. Palm stated the city has not interested in purchasing the property for park ground. Perrin stated there were issues brought up regarding the streets and the Fire Department's access. Palm stated the Fire and Police Departments reviewed the plat and had no comments. She said there is more work to be done on the profile for Dagmar Court which would be addressed prior to the developer constructing it.

Ritz stated the neighbors have approximately two months for discussion before the City Council votes on this plat and rezoning. He said neighbors might want to have a discussion with their HOA regarding buying a lot to be used as green space or park.

Jacobson stated there is always a first time to hear about something and it's usually a shock. He said

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if nothing is rezoned today the property stays with a zoning of RS-120 and it is buildable at the RS-120 zoning without coming to the Planning Commission or City Council for approval. He questioned whether or not the neighbors would truly like a park in the area because that would bring about a separate set of security and maintenance issues.

Perrin stated the future land use map shows this area as flex space. Palm stated the future land use map shows it as recreational based on when the original Comprehensive Plan was done in 2006 and this area was a golf course. She stated that should change because there is no longer a golf course, and it is privately owned. Discussion ensued regarding the future land use map for the area.

MOTION was made by Jacobson, seconded by Perrin to recommend APPROVAL of a request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE, for the purpose of single-family residential development, and preliminary plat Lots 1 through 9, Fontenelle Hills Estates. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Dr. and Ridgewood Dr./Martin Dr. and Ridgewood Ct. Case #'s Z-2203-06, S-2203-11. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area, and contingent upon satisfaction of the technical deficiencies. Upon roll call, Hankins, Ritz, Cutsforth, and Jacobson voted yes, Casey and Ackley abstained, Perrin voted no. MOTION carried.

**This item will proceed to City Council for PUBLIC HEARING ON June 7, 2022.**

Commissioners Ackley and Casey returned to the Council Chambers at 7:57 p.m.

Meeting adjourned at 7:58 p.m.



Dianna Van Horn  
Planning Secretary

# MINUTE RECORD

\*5b2.  
5/17/2022

Bellevue City Council Meeting, May 3, 2022, 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 3rd of May 2022, 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/Sarpy Guide and News and posted 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 Walker 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 Cook, to approve the agenda. Roll call vote 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 Burns, seconded by Preister, to approve the consent agenda consisting of the following items: Approval of the Amendments to the April 5, 2022 City Council Minutes; Approval of the April 19, 2022 Board of Equalization Minutes; Approval of the April 19, 2022 City Council Minutes; Approval of Claims; Recommend approval of the appointment of Randall Lasenburg to the Complete Streets for a four-year term, ending May 2026; Recommend approval of the reappointment of Debra Stortvedt to the Bellevue Library Advisory Board for a five-year term, ending June 2027; Approve and authorize the Mayor to sign documents to release a CDBG Housing Rehabilitation Deed of Trust for 2110 Power Drive, after loan payoff; and Approve and authorize the Mayor to sign the Lease Agreement – Addendum #2 with the Dept. of Administrative Services, on behalf of the DMV. Roll call to approve the consent agenda was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES: NONE**

## **ORDINANCES FOR ADOPTION (Third Reading):**

**Ordinance No. 4084: Request to rezone Lots 1 and 2, Overlook Addition, being a replat of Tax Lot 10B, located in the Southwest ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RS-120 for the purpose of single-family residential development. Applicants: Cheryl and James Francois. General Location: 2006 Fairview Road. (Planning Manager) (Item was pulled by applicant—no action taken)**

**Request to Small Subdivision Plat Lots 1 and 2, Overlook Addition. (Item was pulled by applicant—no action taken)**

**Ordinance No. 4085: Request to rezone Lot 1, Powers Addition, from ML to RE for the purpose of single-family residential development. Applicant: Jeremiah Winsor. General Location: 304 E. La Platte Road. (Planning Manager)**

Ordinance No. 4085: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 304 E. La Platte Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Cook stated he would not support this request because the applicant was aware of the ML zoning when he purchased the home. He further advised the city's Comprehensive Plan and vision for that area to be industrial has been in place for over twenty years.

Mayor Hike stated the request goes against the Comprehensive Plan and could create issues for future development if approved.

# MINUTE RECORD

Bellevue City Council Meeting, May 3, 2022, Page 2

**Motion** was made by Stinson, seconded by Burns to approve Ordinance No. 4085. Roll call vote on the motion was as follows: Burns voted yes; voting no: Stinson, Cook, McCaw, Preister, and Welch; absent: none. Motion Failed.

**Ordinance No. 4086 (Annexation Area #1): Request to annex Sanitary and Improvement Districts # 67 Normandy Hills and # 242 Cedar View; and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Manager)**

Ordinance No. 4086: An ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the third and final time.

Preister requested clarification as to the city's plan for services upon annexation of this area. Palm stated the annexation would take effect on June 2, 2022, giving city departments some time to plan and prepare for the annexation. She indicated the Public Works Department had done a general overview of the condition of the SIDs existing infrastructure; however, upon annexation this would be studied more closely. The timing of the annexation aligns with the city's budget process, allowing the city to prepare for any additional needs of these areas in the upcoming budget. Upon approval of the ordinance, notice would be sent out to various agencies (to include 911 services and utility companies) to prepare for services to change over on June 2, 2022. Palm stated notices would be sent out to homeowners regarding trash service with instructions from Papillion Sanitation.

**Motion** was made by Welch, seconded by Stinson to approve Ordinance No. 4086. 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.

Ordinance No. 4086 will become effective June 2, 2022.

**Ordinance No. 4087 (Annexation Area #2): Request to annex Tax Lot 9A1 except right of way, Section 23-13-13, Tax Lot 9B except right of way, Section 23-13-13, and the Irregular Northeasterly Part of Tax Lots 14A and 14B, Section 23-13-13; all located in Section 23, T13N, R13E of the 6th P.M.; and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Manager)**

Ordinance No. 4087: An ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the third and final time.

**Motion** was made by Cook, seconded by Welch to approve Ordinance No. 4087. 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.

Ordinance No. 4087 will become effective June 2, 2022.

**Ordinance No. 4088 (Annexation Area #3): Request to annex Tax Lots 5A and 16A and the Northeast ¼ of the Northwest ¼, and the North ½ of the Southeast ¼, West of Road, located in Section 23, T13N, R13E of the 6th P.M., and Part of Tax Lot 3, Lying West of 5th Street, located in Section 14, T13N, R13E of the 6th P.M.; and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Manager)**

Ordinance No. 4088: An ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the third and final time.

Palm provided a correction to the Planning Department's recommendation sheet which was submitted to the Council. She indicated the Commission recommended approval with Aerni, Casey, Cutsforth, and Compton voting yes, and Hankins, Ritz, and Perrin voting no, Ackley abstaining.

**Motion** was made by Welch, seconded by McCaw to approve Ordinance No. 4088. 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.

Ordinance No. 4088 will become effective June 2, 2022.

**Ordinance No. 4089 (Annexation Area #4): Request to annex Part of Tax Lot F1A, and Part of Tax Lot J except part taken for NRD, Tax Lot F1B, and Part of Tax Lot H, Part of Tax Lot F1A, Part of Tax Lot J taken for NRD, and Part of Tax Lot K, all located in Section 11, T13N, R13E of the 6th P.M.; Part of Lots 12A, 13B, and 14B, Butterfields Subdivision, Part of Lot 13A North of drainage ditch and Part of Lot 14, Butterfields Subdivision, all except part for NRD, Part of Lot 13 and Part of Lot 14, Butterfields Subdivision, all for NRD (Parcel ID 011605117), Part of Tax Lot 14 located in Section 11, T13N, R13E of the 6th P.M. together with Lots 13C and 12B, Butterfields Subdivision; Part of vacated State Right-of-Way in the East ½ of the East ½ of the Southeast ¼ and adjacent Tax Lot 14, Section 10, T13N, R13E of the 6th P.M., Part of vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼ West of Fort Crook Road South, Section 11, T13N, R13E of the 6th P.M., and Lot 1C, Palmtag's Subdivision; and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Manager)**

# MINUTE RECORD

Bellevue City Council Meeting, May 3, 2022, Page 3

Ordinance No. 4089: An ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the third and final time.

**Motion** was made by Stinson, seconded by Welch to approve Ordinance No. 4089. 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.

Ordinance No. 4089 will become effective June 2, 2022.

**Ordinance No. 4091: An ordinance to amend certain sections of Chapter 18 of the Bellevue Municipal Code and to add new sections pertaining to parking enforcement. (Legal)**

Ordinance No. 4091: An Ordinance to amend Chapter 18, Sections 18-31, 18-34, 18-35, 18-37, 18-51, 18-52, 18-53, 18-65, 18-66, 18-74, 18-90, 18-91, 18-92, 18-93, 18-100 and 18-136 of the Bellevue Municipal Code pertaining to parking enforcement, to repeal all previous versions of the same and to add new sections 18-67 through 18-70; and to provide an effective date was read for the third and final time.

**Motion** was made by Cook, seconded by Preister to approve Ordinance No. 4091. 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

**Ordinance No. 4092: An ordinance amending Chapter 20, Article 1, Sections 20-16 and 20-20.1 of City Code relating to certain offenses. (Legal/Police Chief)**

Ordinance No. 4092: An ordinance to amend Chapter 20, Article I, Sections 20-16 and 20-20.1, of the Bellevue Municipal Code pertaining to offenses, to repeal all previous versions of the same and to provide an effective date was read for the third and final time.

Preister asked legal to clarify the elimination of the two feet requirement on either side of the driveway, and address as to whether there is another provision where this is being enforced. City Attorney Robbins stated that provision is still in Chapter 18 regarding vehicles. She stated it will be illegal to park a vehicle within two feet of a driveway but not illegal to stand within two feet of a driveway. Preister stated this issue was raised by a thorough constituent who also mentioned the 50' distance in the ordinance. Preister stated he was recently outside his home and could hear children playing 80' from him. As such, he feels the 50' distance is well covered.

**Motion** was made by Welch, seconded by Stinson to approve Ordinance No. 4092. 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

**Ordinance No. 4093: An ordinance requesting to vacate all of 37th Street between Marie Street and Veys Street abutting within "Veys Hill Haven Addition" and Lot 2 and 3, Block 1, Veys Hill Haven Addition and Lots 2, 3A, 3B, 4, 5, and 6 of Block 2, Veys Hill Haven Addition located in Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. (Public Works Director)**

Ordinance No. 4093: An ordinance declaring the necessity, expediency and propriety of vacating all of 37<sup>th</sup> Street Between Marie Street and Veys Street, Abutting within "Veys Hill Haven Addition" an addition to the City of Bellevue, Sarpy County, Nebraska, Lot 2 & 3 Block 1 Veys Hills Haven Addition and Lots 2, 3A, 3B, 4, 5 and 6, Block 2, Veys Hill Haven Addition located in Section 20, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. Not to heretofore vacated, repealing all ordinances and all parts of ordinances in conflict herewith, and designating an effective date was read for the third and final time.

**Motion** was made by Cook, seconded by Welch to approve Ordinance No. 4093. 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

**Ordinance No. 4094: An ordinance to amend Chapter 28, Article III, Section 28-77 and 28-77.1 of City Code amending certain language pertaining to costs and other fees relating to permitting. (Public Works Director)**

Ordinance No. 4094: An ordinance to amend Chapter 28, Article III, Sections 28-77 and 28-77.1 of the Bellevue Municipal Code pertaining to offenses, to repeal all previous versions of the same and to provide an effective date was read for the third and final time.

**Motion** was made by Burns, seconded by McCaw to approve Ordinance No. 4094. 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

**Ordinance No. 4095: An ordinance to amend Section 8-18 of Chapter 8 of City Code pertaining to Fire Section 903.3.1.2 of the 2021 International Building Code. (Chief Building Inspector/Fire Chief)**

Ordinance No. 4095: An ordinance to amend Section 8-18 of Chapter 8 of the Bellevue City Code pertaining to the 2021 Edition of the International Building Code; to repeal Section 8-18 of Chapter 8 of the Bellevue City

# MINUTE RECORD

Bellevue City Council Meeting, May 3, 2022, Page 4

Code as heretofore existing; to provide for the publication of this ordinance and to provide for the effective date of this ordinance was read for the third and final time.

**Motion** was made by Burns, seconded by Stinson to approve Ordinance No. 4095. 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.

**Ordinance No. 4096: An ordinance to amend Section 12-36 (903.3.1.2) of the 2021 International Fire Code. (Chief Building Inspector/Fire Chief)**

Ordinance No. 4096: An ordinance to amend Section 12-36.1 of the Bellevue Municipal Code pertaining to the Bellevue Fire Prevention Code; to repeal Section 12-36.1 of Chapter 12 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance and to provide for the effective date of this ordinance was read for the third and final time.

**Motion** was made by Welch, seconded by Preister to approve Ordinance No. 4096. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion Carried.

**ORDINANCES FOR PUBLIC HEARING (Second Reading): NONE**

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

**Ordinance No. 4098: Repealing Chapter 14, Section 14-6 pertaining to slaughterhouses, soap factories, feed lots, etc. (Legal)**

Ordinance No. 4098: An ordinance to repeal Chapter 14 Section 14-6, of the Bellevue Municipal Code regarding slaughterhouses, soap factories, feed lots, etc. and to provide an effective date was read for first time. Mayor Hike stated the 2<sup>nd</sup> reading and public hearing will be held May 17<sup>th</sup>.

**PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

**Request for site plan approval for Lots 237A1A1, 237C, 237D, 237E, 237F, & 238C, Fontenelle, for the purpose of an 11-unit apartment building. Applicant: MFR Partners XVI, LLC. General location: Country Club Court and West Martin Drive. (Planning Manager)**

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

Mark LaPuzza, 10250 Regency Circle, Omaha, NE, was present on behalf of the applicant. He provided a summary of the project. LaPuzza stated the request complies with the city's code requirements as well as zoning. He indicated the Planning Commission recommended denial of the project despite this request being a one-for-one replacement. LaPuzza advised the reason given by the Planning Commission for this denial was because the proposed building is on a different lot than the one on which the original building burned down. He mentioned after talking to people after that meeting and as a result of the neighborhood meeting held last week, he believes there was a lack of understanding as to the reason for the proposed location of the building. LaPuzza stated the reasons for moving the building from its original location was covered in detail during a two and a half hour meeting with the residents. He advised the applicant is unable to build on the original site for two reasons: the applicant cannot get the grade to an acceptable level for the Fire Department, and because ADA (American with Disabilities Act) code requirements need to be met which is difficult with the topography of the property. LaPuzza indicated it would have taken 200' of ramps and increased the cost 50% to rebuild in the original location. He stated the applicant understands this building is more visible than the previous building. He provided an updated rendering of the proposed building to the City Council members.

Mayor Hike stated additional emails of opposition were received ahead of the meeting from David Basillie, Colleen Swanson, and Gordon and Clara Arnsdorff.

Rich Casey, 205 Forest Dive, Bellevue, NE, was present to speak in opposition to this matter. He stated he is not only a resident, but also the President of the Fontenelle Hills Homeowners Association. Casey also stated he was speaking on behalf of Brandi Goldapp, owner of A View, who was unable to address the Council personally. He indicated she is also opposed to this request because it will not only be a detriment to her business, but also because the apartment owners have created damage to her property due to runoff from theirs. Casey provided pictures to the City Council members regarding drainage concerns and lack of maintenance on the part of the apartment complex. He stated residents purchased their homes in an established area and should not have to worry about an apartment building being constructed across the street. Casey advised this is one of Bellevue's most unique and beautiful housing areas. He believes the original site is buildable. He described the apartment owners as "absentee landlords."

Patrick Mullins, 201 Martin Drive, Bellevue, NE, expressed his opposition to this request. He stated he is a second-generation Bellevue resident, and he is of the opinion the apartment owners can rebuild on the existing site.

Stinson left the Chambers at 6:48 p.m.

# MINUTE RECORD

Bellevue City Council Meeting, May 3, 2022, Page 5

Roxanne Mullins, 201 Martin Drive, Bellevue, NE, stated her opposition based on the reasons previously stated.

Steve Mansavage, 203 Martin Drive, Bellevue, NE, advised the Council he prefers the apartment be rebuilt on the original site. He stated six months ago he received a certified letter regarding one of his trees being in violation of city code. Mansavage questioned what is considered legal and what is considered non-conforming in this area. He also questioned the proposed access from private streets and the setbacks.

Stinson re-entered the Chambers at 6:52 p.m.

Barbara Mansavage, 203 Martin Drive, Bellevue, NE, was present to express her opposition. She indicated the original building site is her preferred location.

Jon Ostrand, 217 Martin Drive, Bellevue, NE, was present to address this request. He read a prepared statement into the record which had been distributed to the City Council and was submitted for the official record. Ostrand summarized he was opposed to the request based on lack of conformance with the existing zoning of the area, the Comprehensive Plan, removing green space reserved in the original site plan, proposed density, and lack of proposed landscaping. Ostrand also submitted a petition consisting of signatures of Fontenelle residents in opposition to this request.

Joe Misiunas, 1010 Martin Drive, Bellevue, NE, stated the proposed building is "urban-like" and is more fitting for mid-town Omaha versus Fontenelle Hills.

Alan Stone, 101 Martin Drive, Bellevue, NE, stated he moved here two years ago. He indicated Fontenelle Hills residents are passionate about their neighborhood, families, and safety. Stone voiced his opposition and encouraged the Council to vote no on this request.

Welch addressed the Fontenelle residents and stated Code Enforcement had been contacted in regards to the apartment property and numerous deficiencies would be addressed. She questioned LaPuzza about the insurance status of the building. LaPuzza stated the property was fully insured to comply with lending requirements. He stated the policy included an attachment to allow for improvement of the property to meet code. LaPuzza commented unfortunately that portion of the policy would not cover \$750,000 of necessary grading or hundreds of thousands of dollars' worth of ADA ramps at the site. Welch questioned if this request was approved, would more apartments be able to be constructed along Martin Drive. Palm stated per the existing site plan and 1967 Planned Unit Development ordinance which is in effect for the area, site plan approval would be required for any additional buildings. She commented in her opinion the developer would not have room for additional buildings along Martin Drive based on existing conditions. Welch stated she met with homeowners, developers, and the city departments in researching this request. She commented the Fontenelle Hills residents presented some good points.

Cook asked LaPuzza to expand on the insurance coverage for the property. LaPuzza summarized his previous comments regarding the developer's coverage. He stated it would be approximately \$3 million to rebuild the apartment building on a "perfect" site; however, with existing topography and code requirements, the cost to rebuild increases by \$1.5 million on the original site. Cook questioned why additional insurance coverage was not purchased by the owner. Discussion ensued on this topic.

Welch mentioned three buildings in this complex have burned down. She stated knowing current codes would have to be met to rebuild, she recommended the property owner look at additional coverage to cover these increased costs. Welch asked Fire Chief Guido if fire codes have changed in recent years. Guido stated he did not believe so. He indicated new codes have been adopted but he was unsure as to what would apply in this situation. Conversation ensued in regards to rebuilding additional units if the original ones were destroyed.

Mayor Hike stated insurance could be bought to cover additional costs to rebuild. He stated he had a difficult time empathizing with the property owner in this case. Mayor Hike commented Fontenelle Hills was planned in 1967 and Joe Dennis (original developer) gave the neighborhood a lot of thought. He indicated when you drive down Martin Drive currently, the apartments are not very noticeable because of the topography and wooded area; however, if approved, this new building would change the dynamic of the neighborhood and would ruin the original site plan and vision. Mayor Hike indicated this is one of the city's premier areas which should be protected. Mayor Hike indicated the city has plenty of affordable housing. He concluded by stating the building could be built on its original location.

Welch defined affordable housing as those being \$250,000 or less in value. She stated she recently attended an affordable housing meeting in which she was told Bellevue does not have an issue meeting the needs of those needing affordable housing. She agreed the Fontenelle Hills area should be protected in its current state.

Bruce Stohman, 205 Martin Drive, Bellevue, NE, stated the photos presented to the Council members show the property owner is not interested in maintenance. He questioned why the apartment complex was not spending money to repair the current hazards in the complex. Stohman stated the building should be rebuilt in its original location.

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

Cook and Welch both stated they would not be supporting this request.

# MINUTE RECORD

Bellevue City Council Meeting, May 3, 2022, Page 6

Preister acknowledged the opposition and well-organized effort of the Fontenelle residents. He expressed concern that government would be responsive to all residents and that all residents receive the same consideration regardless of their means.

**Motion** was made by Cook, seconded by Welch to approve the request for site plan approval for Lots 237A1A1, 237C, 237D, 237E, 237F, & 238C, Fontenelle, for the purpose of an 11-unit apartment building. Applicant: MFR Partners XVI, LLC. General location: Country Club Court and West Martin Drive. Roll call to approve the motion was as follows: voting yes; none: voting no: Stinson, Cook, McCaw, Preister, Burns, and Welch: none; absent: none. Motion failed.

## **RESOLUTIONS:**

### **Resolution No. 2022-10: A resolution updating Master Fee Schedule (City Clerk/Various Dept. Heads)**

**Motion** was made by Cook, seconded by Welch to approve Resolution No. 2022-10: A resolution updating the Master Fee Schedule. Roll call to approve the motion was as follows: voting yes; Stinson, Cook, McCaw, Preister, Burns, and Welch; voting no: none; absent: none. Motion carries.

## **CURRENT BUSINESS:**

### **Recommend the City Council to approve the new Participating Provider Agreement with Blue Cross/Blue Shield and authorize the Mayor to sign. (Fire Chief)**

**Motion** was made by Welch, seconded by Burns to approve the new Participating Provider Agreement with Blue Cross/Blue Shield 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; Absent: none. Motion carried.

### **Recommend approval and authorize the Mayor to sign the contract with SEI and Cox and to purchase goods and services from additional vendors, in an amount not to exceed \$137,693.82. (Police Chief)**

**Motion** was made by Burns, seconded by Stinson to approve and authorize the Mayor to sign the contract with SEI and Cox and to purchase goods and services from additional vendors, in an amount not to exceed \$137,693.82. 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.

### **Approve and authorize Mayor to sign the amendment to the June 19, 2021 agreement with HGM Associates Inc, for the Public Works Facility Master Plan Project, in an amount not to exceed \$36,700.00. (Public Works Director)**

**Motion** was made by Cook, seconded by Welch to approve and authorize Mayor to sign the amendment to the June 19, 2021 agreement with HGM Associates Inc, for the Public Works Facility Master Plan Project, in an amount not to exceed \$36,700.00. 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.

### **Approve and authorize the Mayor to sign the agreement with JEO Consulting Group, Inc., for professional services for the City of Bellevue's Gilmore Lake Road Improvements Project. (Public Works Director)**

**Motion** was made by Welch seconded by Stinson, to approve and authorize the Mayor to sign the agreement with JEO Consulting Group, Inc., for professional services for the City of Bellevue's Gilmore Lake Road Improvements Project. 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.

### **Approval to purchase (3) pickup trucks for the Street Dept. from Anderson Ford per the extended State of Nebraska contract pricing, in an amount not to exceed \$114,007. (Public Works Director)**

**Motion** was made by Burns, seconded by McCaw to approve the purchase of (3) pickup trucks for the Street Dept. from Anderson Ford per the extended State of Nebraska contract pricing, in an amount not to exceed \$114,007. 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.

### **Approve and authorize the Mayor to sign the Amendment No. Two Agreement with Bellevue University for the Cost Sharing Haworth Park Wastewater Collection System, in an amount not to exceed \$142,700. (Public Works Director)**

**Motion** was made by Welch, seconded by Burns to approve and authorize the Mayor to sign the Amendment No. Two Agreement with Bellevue University for the Cost Sharing Haworth Park Wastewater Collection System, in an amount not to exceed \$142,700. Roll call vote on motion to

# MINUTE RECORD

Bellevue City Council Meeting, May 3, 2022, Page 7

approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) between the City of Bellevue and Bellevue University. (Administration/Community Development Director)**

**Motion** was made by Burns, seconded by Welch to Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) between the City of Bellevue and Bellevue University. 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.

**CLOSED SESSION: NONE**

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 7:41 p.m. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

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Tammi Palm, Acting City Clerk

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Rusty Hike, Mayor

I, the undersigned, Acting 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 3rd, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Tammi Palm, Acting City Clerk

# MINUTE RECORD

\*6.  
5/17/2022

## CLAIMS FOR MAY 17, 2022

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### MAYOR

CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	12.53
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	59.73
		<u>\$ 72.26</u>

### CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	138.46
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	24.24
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	4,641.90
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	4,641.90
OMAHA PUBLIC POWER DISTRICT	2022/03/09-04/08 MONTHLY SERVICE	282.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	43.49
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	81.14
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	72.63
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	362.87
		<u>\$ 10,289.27</u>

### CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET-APR 2022	59.99
		<u>\$ 59.99</u>

### LEGAL

CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	24.64
DROP BOX	CPS-CASE STORAGE	19.99
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	2,362.64
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	2,362.64
NEBRASKA STATE BAR ASSOCIATION	CPS-MEMBERSHIP FEES	120.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	30.77
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	49.04
SARPY COUNTY COURT	CR 22 667 CASE FEE	17.00
THIBAULT, SUHR & THIBAULT, INC	COPY OF DEPOSITION	191.20
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	100.46
UNITED STATES POSTAL SERVICE	CPS-CERTIFIED MAILING	53.42
		<u>\$ 5,331.80</u>

### CABLE ADVISORY

CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	8.35
COX BUSINESS SERVICES	2022/04/19/05/18 MONTHLY SERVICE	9.04
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	3,857.20
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	3,857.20
OMAHA PUBLIC POWER DISTRICT	2022/03/09-04/08 MONTHLY SERVICE	211.98
PETTY CASH - FINANCE	OFFICE SUPPLIES-P DAVIDSON	17.46
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	24.96
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	31.84
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	54.73
		<u>\$ 8,072.76</u>

# MINUTE RECORD

## CLAIMS FOR MAY 17, 2022

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### CITY CLERK

CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	12.53
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	1,934.63
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	1,934.63
OMAHA PUBLIC POWER DISTRICT	2022/03/09-04/08 MONTHLY SERVICE	367.43
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	24.49
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	31.20
		<hr/>
		\$ 4,304.91

### FINANCE/RISK MANAGEMENT

AMERICAN HEROES SANDWICH	CPS-LUNCH MEETING	74.37
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	139.64
CARHARTT, INC	CPS-UNIFORM	345.01
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	60.70
COSGRAVE COMPANY	FLAGS-US AND STATE FOR BUILDINGS	452.75
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	5,401.24
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	4,973.23
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
NEBRASKA SOCIETY OF CERTIFIED ACCOUNTANTS	CPS-RENEW MEMBERSHIP	155.00
OMAHA PUBLIC POWER DISTRICT	2022/03/09-04/08 MONTHLY SERVICE	310.90
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES	200.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	81.48
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	123.03
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	87.67
		<hr/>
		\$ 12,435.02

### LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	207.21
CENGAGE LEARNING, INC	BOOKS	551.01
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	41.75
CHOOSECO LLC	CPS-BOOKS	181.73
COASTAL BUSINESS SUPPLIES	CPS-PROGAM SUPPLIES	93.12
COLLABORATIVE SUMMER LIBRARY PROGRAM	PROGRAM SUPPLIES	689.39
DOLLAR GENERAL	CPS-SUPPLIES	10.17
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	6,448.46
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	6,448.46
FIRST WATCH	CPS-VOLUNTEER GIFT CARDS	900.00
INGRAM LIBRARY SERVICES	BOOKS	2,141.01
LIBRARY IDEAS	BOOKS	51.07
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	11.92
MIDWEST TAPE	VIDEO	44.98
OCLC INC	CATALOGING SUBSCRIPTION-MAY 2022	1,384.67
OMAHA PUBLIC POWER DISTRICT	2022/03/09-04/08 MONTHLY SERVICE	1,486.98
PRONUNCIATOR	PRONUNCIATOR LIBRARY	1,850.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	82.11
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	100.18
SCOTT WELCH	MONTHLY WEB HOSTING-JAN 2022	125.00
THRYV	RENEW SUBSCRIPTION 2022/4/1-2023/9/30	756.00
VERIZON WIRELESS	2022/03/17-04/16 MONTHLY SERVICE	400.10
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		\$ 24,005.32

# MINUTE RECORD

CLAIMS FOR MAY 17, 2022

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## ADMINISTRATIVE SERVICES/PERSONNEL

BENEFIT PLANS	BASE FEE, DOCUMENT MAINT FEE QTR END 3/2022	1,017.50
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	58.35
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	14,294.94
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	13,541.63
INDUSTRIAL ORGANIZATIONAL SOLUTIONS	PSS WRITTEN EXAM, FD APP OPER FEE	14,535.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	83.72
OMAHA PUBLIC POWER DISTRICT	2022/03/09-04/08 MONTHLY SERVICE	380.49
ONE SOURCE	BACKGROUND CHECKS	167.50
PRINCIPAL FINANCIAL GROUP	NEGATIVE CONTRIBUTION	39.24
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	92.65
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	114.56
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	124.73
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	3,699.84
		<hr/>
		\$ 48,180.15

## CODE ENFORCEMENT

CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	24.54
CLAYTON GRUHN	REMOVE DEAD TREE	1,500.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	9,252.41
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	9,252.41
LINE X OF OMAHA	BEDLINER	679.00
PETTY CASH - FINANCE	VEHICLE TITLES-S KLUTHE	15.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	68.45
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	84.85
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	332.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	915.04
		<hr/>
		\$ 22,123.75

## PUBLIC WORKS

CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	50.10
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	7,621.61
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	8,374.92
KITCHEN SINK COMMUNICATIONS	COMMUNICATIONS & PLANNING	990.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	134.00
METROPOLITAN AREA PLANNING AGENCY	MAPA INDIANAPOLIS TRAINING	1,500.00
ONE CALL CONCEPTS	DIGGER'S HOT LINE	790.66
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	67.51
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	100.26
SARPY CO REGISTER OF DEEDS	RECORDING	10.00
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	286.73
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	32.22
		<hr/>
		\$ 19,958.01

# MINUTE RECORD

## CLAIMS FOR MAY 17, 2022

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### PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING	1,016.40
A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	1,189.00
BLACKHAWK HOMEOWNERS ASSOCIATION	2022 ANNUAL BHOA MAINTENANCE	15,600.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	8.71
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	37.58
CROW LAWN CARE LLC	CODE CLEANUP	650.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	8,089.18
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	8,089.18
HDR ENGINEERING, INC	BPW 211123 WW COLLECTION SYS 2022/03/27-0423	2,352.37
HDR ENGINEERING, INC	BPW 210920 AHP 2022/2/27-2022/4/23	3,627.50
HDR ENGINEERING, INC	BPW 210920 AHP MASTER PLAN 2022/2/27- 2022/3/23	694.32
HUGHES TREE SERVICE	TREE PRUNING-ASPEN DR	5,600.00
J & J SMALL ENGINE SERVICE	SHOOT DEFLECTORS FOR MOWERS	1,020.00
MENARDS	LUMBER, DECK POST, FENCE RAILING	189.78
METROPOLITAN UTILITIES DIST	2022/04/01-04/12 MONTHLY SERVICE	204.10
OMAHA PUBLIC POWER DISTRICT	2022/03/02-03/30 MONTHLY SERVICE	2,230.96
PRECISE MRM LLC	FLAT DATA PLAN	250.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	97.18
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	112.75
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	134.78
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	1,882.87
WESTLAKE ACE HARDWARE	BRUSH CUPS, WHEEL BUFF, ADAPTER	45.56
		<hr/>
		\$ 53,122.22

### RECREATION

ALYSSA GROSS	REFUND SPRING YOUTH SOCCER	15.00
ALYSSA GUILIANI	REFUND SWIMMING LESSONS AND BASEBALL	215.00
B&D DIAMOND PRO	BALLFIELD COVERAGE	470.00
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	52.75
CREATIVE SITES, LLC	MALLETS	300.86
DICK'S CLOTHING AND SPORTING GOODS	CPS-ATHLETIC EQUIPMENT	241.44
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	2,109.96
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	2,109.96
JUDITH BROWN	REFUND SPRING YOUTH SOCCER	15.00
KYLE MERCIER	REFUND SPRING YOUTH SOCCER	30.00
MIDWEST IMPRESSIONS	TRACK CLUB T-SHIRTS	477.60
OMAHA PUBLIC POWER DISTRICT	2022/03/22-04/19 MONTHLY SERVICE	192.21
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	27.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	36.45
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	105.90
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	225.75
WESTLAKE ACE HARDWARE	WEED PREVENTION, NOZZLE GUN	28.97
		<hr/>
		\$ 6,654.01

### BUILDING MAINTENANCE

APOLLO HEATING & A/C	FURNACE MAINTENANCE	208.66
B2 ENVIRONMENTAL, INC	MOLD EVALUATION	750.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	329.45

# MINUTE RECORD

CLAIMS FOR MAY 17, 2022

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**BUILDING MAINTENANCE (cont'd)**

CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	4.18
COMMERCIAL RECREATION SPECIALISTS	FLOWERS FOR LILY POND	611.18
ECHO GROUP, INC	PHOTO SENSOR TURNLOCK, LED DRIVER, FLOOD LIGHT	200.53
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	11,368.40
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	11,368.40
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	479.37
HANNAY REELS	CPS-WATER JET SWIVEL-DIST 4	193.69
HILLYARD DES MOINES	JANITORIAL SUPPLIES	184.36
IDEAL PURE WATER COMPANY	BOTTLED WATER	42.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	203.39
JOHNSTONE SUPPLY	MINI PISTON VALVE	125.35
MENARDS	SUPPLIES, POTTING MIX, LIMESTONE, REBAR, CONCRETE MIX, CLEANING SUPPLIES, BRAILLE DIGNS	2,001.29
MILLARD SPRINKLER	SPRINKLER SERVICE	189.51
OMAHA PUBLIC POWER DISTRICT	2022/03/09-04/08 MONTHLY SERVICE	1,016.13
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	81.80
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	92.79
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING-APR 2022	321.00
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	864.67
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	960.10
TRICO MECHANICAL SERVICES	AC MAINTENANCE-SENIOR CENTER	583.48
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	127.47
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	490.70
VOSS LIGHTING	JANITORIAL SUPPLIES	150.48
WESTLAKE ACE HARDWARE	FERTILIZER, GLOVES, PLANTS, MULCH, TROWEL	305.35
		<b>\$ 33,253.73</b>

**CEMETERY**

CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	4.18
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	3,161.07
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	(147.83)
OMAHA PUBLIC POWER DISTRICT	2022/03/22-04/19 MONTHLY SERVICE	700.36
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	18.84
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	23.26
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	45.74
		<b>\$ 3,805.62</b>

**STREETS**

CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	37.58
CONCRETE SUPPLY, INC	CONCRETE	1,517.25
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	36,073.21
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	34,113.32
FELSBURG HOLT & ULLEVIC, INC	BPW 220107- GALVIN RD PED BRIDGE-MAR 2022	8,802.50

# MINUTE RECORD

CLAIMS FOR MAY 17, 2022

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**STREETS (cont'd)**

FELSBURG HOLT & ULLEVIG, INC	BPW 220209 CORNHUSKER RD SIGNAL THRU 2022/3/31	4,089.25
FELSBURG HOLT & ULLEVIG, INC	BPW 220210 BELLEVUE WEST STUDY THRU 2022/3/31	7,835.99
HDR ENGINEERING, INC	BPW 210313 FT CROOK RD MASTER 2022/3/27-2022/4/23	12,396.00
INDEPENDENT SALT CO	ICE CONTROL SALT	8,317.28
LEE CONSTRUCTION INC	BPW 210312 BANK STABILIZATION THRU 2022/4/30	6,724.10
LOGAN CONTRACTORS SUPPLY	WHITE WATER WAX, MEASURING WHEEL, SHOVEL, PAIL, LUTES, MARKING PAINT	1,482.72
MENARDS	LINE LEVEL, TANK SPRAYER, PAINT SUPPLIES, LUMBER, FENCING	391.59
METRO LANDSCAPE MATERIALS AND MILLER SEED CO	DYED MULCH GRASS SEED	960.00 1,475.00
MOBOTREX	BRACKETS, PIPES, LED BALLS	13,808.00
MUNICIPAL AND CONTRACTORS SEALING OMAHA PUBLIC POWER DISTRICT	BPW 210106B HARVELL DR TO 2022/4/28 2022/03/02-03/30 MONTHLY SERVICE	171,689.06 12,726.06
PRECISE MRM LLC	FLAT DATA PLAN	1,200.00
READY MIXED CONCRETE COMPANY	CONCRETE	23,503.75
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	273.81
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	328.34
RIVER CITY/METRO LANDSCAPING RECYCLING	MIXED TIRES	2,034.00
TRED-MARK COMMUNICATIONS	INSTALL NETWORK CABLES TO BACK OFFICE IN TRAILER	340.00
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	209.91
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	6,582.06
WESTLAKE ACE HARDWARE	AIR BLOW GUN	15.98
		<b>\$ 356,926.76</b>

**FLEET MAINTENANCE**

911 CUSTOM, LLC	8-LT TRAFFIC ADVISOR CABLE	651.00
AA WHEEL & TRUCK SUPPLY, INC	PARTS, BALL MOUNT, LED LITE	74.48
AIR TECHNICAL INDUSTRIES	CPS-CONVERSION AIR KIT	1,627.31
ALLIED OIL & SUPPLY COMPANY	USED ANTIFREEZE DRUM	75.00
ARROW TOWING	TOW FOR ENG15	385.00
ASPEN EQUIPMENT CO	FREIGHTLINER CRANE TRUCK	139,559.00
AUTO VALUE PARTS - SOUTH OMAHA	BALL JOINTS, TIE ROD END, FILTER	256.10
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BRAKE PARTS	631.78
BAUER BUILT TIRE & SERVICEE	TIRES	1,739.78
BAXTER CHRYSLER DODGE JEEP RAM	HOSE, GASKET	101.60
BAXTER FORD	SEAL ASSY, RETAINER, HEADLAMP, HOSE, CABLES	1,103.53
BOBCAT OF OMAHA	TIRES	1,675.80
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	65.33
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	29.23
CORNHUSKER INTERNATIONAL TRUCKS	TUBE TORQUE, END TORQUE, COMPRESSOR	857.96
CUMMINS NORTHEAST	CPS-SCAN TOOL	770.00
DUSTLESS BLASTING	CPS-PNEUMATIC BLAST POT	12,814.94
EASTWOOD	CPS-REPLACEMENT SWITCH	23.98
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	19,778.40
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	20,133.91

# MINUTE RECORD

CLAIMS FOR MAY 17, 2022

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**FLEET MAINTENANCE )cont'd)**

FACTORY MOTOR PARTS CO	OIL FILTER	12.54
FARM PLAN	BRAKE CALIPER ASSYS	770.22
GALVIN GLASS	WINDSHIELD REPAIR	34.90
GRAHAM TIRE COMPANY	TIRES	1,354.20
GRAINGER	BLACK OPAQUE SHEET, PLASTIC SHEETING	1,609.17
HELM, LLC	FORD PUBLICATIONS	3,150.00
HENDERSON PRODUCTS, INC	AIR CHAMBERS, SPRINGS, BOLTS, TAIL LIGHTS LENS	990.81
IDEAL PURE WATER COMPANY	BOTTLED WATER	80.50
INDOFF	BINDERS, PAPER	162.24
INTERSTATE BATTERIES	BATTERY	61.16
J & J SMALL ENGINE SERVICE	ELEMENT ASSY, SEALS, FAN KITS, O-RINGS	419.33
JIM HAWK TRUCK TRAILERS	PIGGBACK KIT, CARTRIDGE	205.16
MACQUEEN EQUIPMENT, LLC	AIR PRESS SWITCH, SEAL KIT, PRESSURE KIT	401.99
MATHESON TRI-GAS INC	WELDING SUPPLIES	432.01
MENARDS	BATTERIES, MAG HOOKS, LUMBER	195.77
NAPA AUTO PARTS	FILTERS, SWITCH, SHOCKS, CLAMPS, ACCUMULATOR, EVAPORATOR, PARTS	1,547.91
NEBRASKA IOWA INDUSTRIAL FASTENERS	BRIDGE PINS, CONTACT BODIES, DRILL BITS, TAPS, NUTS	413.99
OMAHA PUBLIC POWER DISTRICT	2022/03/23-04/21 MONTHLY SERVICE	1,175.44
O'REILLY AUTOMOTIVE PARTS	SWAY LINK KIT	28.98
POWERPLAN	PIN FASTENERS, WASHERS, TOOTH	449.62
QUALITY TIRE, INC	GATOR TIRE FOR STOCK	130.00
RDO TRUCK CENTERS	CPS-CYLINDER ENDS	1,091.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	163.44
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	202.18
ROMAINE ELECTRIC CORP	INVERTER/CHARGER	1,489.00
SNAP-ON TOOLS FRANCHISE	TRITON-D10 INTEGRATED DIAGOSTIC SYSTEM	5,695.00
SWAN ENGINEERING, LLC	TARP TIES	21.48
TOYNE, INC	CONNECTORS, REGULATORS, COMPUTER SLIDE TRAY	2,420.11
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	26.33
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	1,024.92
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	197.18
WELDON PARTS INC	RED LED LIGHTS, RELAY VALVE	312.15
WESTLAKE ACE HARDWARE	SUPPLIES	3.24
		\$ 228,626.58

**SOLID WASTE**

PAPILLION SANITATION	GLASS RECYCLE	499.80
		\$ 499.80

**PLANNING**

AMERICAN PLANNING ASSOCIATION	RENEW MEMBERSHIP 2022/7/1-2023/6/30	276.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	137.03
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	12.53
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	2,681.91
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	2,681.91
REDFIELD DIRECT, LLC	PLANNING COMMISSION BINDER AND PAPER	424.08
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	35.64
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	45.34
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	30.77
		\$ 6,325.21

# MINUTE RECORD

CLAIMS FOR MAY 17, 2022

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## PERMITS & INSPECTIONS

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	92.96
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	20.88
CHAD McBREEN	REIMB FOR EXAM E1 AND E2	482.00
CHRISTENSEN EXCAVATING CO, INC	DEMOLITION OF STRUCTURES 708-720 LA PLATTE	37,700.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	11,880.40
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	11,880.40
INTERNATIONAL CODE COUNCIL, INC	CPS-RENEW MEMBERSHIP	95.00
MENARDS	WASTEBASKETS	17.94
PETTY CASH - FINANCE	CERTIFIED LETTER-M CHRISTENSEN	7.33
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	88.55
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	112.08
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	274.41
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	1,677.76
		<b>\$ 64,329.71</b>

## POLICE

88 TACTICAL GROUP INC	CPS-TRAINING	425.00
911 CUSTOM, LLC	REPLENISH FLASH BANG SUPPLY	1,044.36
ADVANCED CARPET & AIR DUCT CLEANING	CARPET CLEANING	900.00
A-RELIEF SERVICES	PORTABLE RESTROOM-GUN RANGE	128.00
AVERY L LOSCHEN	RENT FOR K9 BUILDING-JUNE 2022	1,248.00
AXON ENTERPRISE, INC	CPS-TRAINING	375.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	296.74
CENTRIFUGE TRAINING	CPS-TRAINING	1,500.00
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	357.74
CITY OF OMAHA	FORENSIC SERVICE-Q1 2022	1,850.00
CLYDE ARMORY	SNIPER RIFLE SYSTEMS WITH ACCESSORIES	7,480.00
CNA SURETY	CPS-RENEW NOTARY BOND	40.00
COMMAND CONCEPTS	CPS-SUPPLIES	176.90
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	34.46
CULLIGAN OF OMAHA	BOTTLED WATER	339.30
DELTA AIR LINES	CPS-TRAVEL FOR TRAINING	622.20
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	138,205.64
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	133,962.89
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	67.13
FIRST RESPONDERS FOUNDATION	IN-HOUSE MENTAL HEALTH CLINICIAN	1,000.00
GALLO PROFESSIONAL POLYGRAPH SERVICES,	POLYGRAPH SERVICE	1,200.00
GALL'S, LLC	STREET PRO GEAR BAG	565.85
GLOCK PROFESSIONAL, INC	CPS-TRAINING-BENSHOOF	1,000.00
GRAPHIC DESIGNS INTERNATIONAL, LLC	DRIVER SIDE REPAIRS-UNIT 623	437.79
GREAT PLAINS UNIFORMS	BALLISTIC VESTS	1,481.77
GT DISTRIBUTORS, INC	GLOCK SIM PISTOLS	1,468.00
HAMPTON INN - KANSAS	CPS-LODGING FOR TRAINING	264.54
HAMPTON INN SUITES	CPS-LODGING FOR TRAINING	344.34
HARD ROCK CASINO	CPS-LODGING FOR TRAINING	443.52
HOLIDAY INN-MCPHERSON	CPS-LODGING FOR TRAINING	96.00
HOWARD BANKS	REIMB PER DIEM EXPENSE	280.50
HYATT REGENCY CHICAGO	CPS-LODGING FOR TRAINING	1,814.70
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
INSTITUTE OF POLICE TECHNOLOGY & MANAGEMENT	CPS-TRAINING	595.00

# MINUTE RECORD

CLAIMS FOR MAY 17, 2022

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**POLICE (cont'd)**

J P COOKE COMPANY	POCKET XSTAMPER	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	148.79
LP POLICE	LOCATE PLAN FEE-APR 2022	129.95
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	404.45
MENARDS	WASTEBASKETS, CLEANING SUPPLIES, TOWELS, DRILL BIT SET, BRACES	203.28
MIDLANDS PRINTING	BUSINESS CARDS, LETTERHEAD FOR CHIEF	951.61
NATIONAL ASSOCIATION OF SCHOOL	CPS-TRAINING	775.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	LODGING FOR TRAINING	100.00
OMAHA PUBLIC POWER DISTRICT	2022/03/09-04/08 MONTHLY SERVICE	48.82
PETTY CASH - FINANCE	PARKING, VEHICLE TITLES	18.00
POLICE EXECUTIVE RESEARCH FORUM	CPS-TRAINING	250.00
POSITIVE CONCEPTS	CRUISER PRINTER PAPER	1,500.00
PRICELINE	CPS-TRAVEL FOR TRAINING	314.95
PUBLIC AGENCY TRAINING	CPS-TRAINING	525.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	944.51
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	1,984.85
RESIDENCE INN	CPS-LODGING FOR TRAINING	340.56
SECRETARY OF STATE	RENEW NOTARY -VANN	30.00
SID DILLON CHEVROLET BUICK PONTIAC	2022 CHEVY MALIBU	17,782.00
SIG SAUER	CPS-TRAINING	560.00
SOUTHWEST AIRLINES	CPS-TRAVEL FOR TRAINING	826.96
STREET COP TRAINING	CPS-TRAINING	450.00
THE VIRTUAL WORLD	CPS-TRAINING	199.00
TRAVELERS	AUTO LIABILITY CLAIM FTG7653	1,281.00
TRAVELERS	LIABILITY CLAIM FVC3612	690.00
TRED-MARK COMMUNICATIONS	INSTALL NETWORK CABLES FOR NEW	1,600.00
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	3,451.89
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	18,071.99
VAN METER & ASSOCIATES	CPS-TRAINING	170.00
VIRTRA SYSTEMS, INC	STEP CONTRACT ANNUAL INVOICE 2022/1/14- 2023/1/13	33,529.90
WALGREENS	CPS-PICTURE FRAMES	26.28
WESTLAKE ACE HARDWARE	SUPPLIES, TIE-DOWNS	55.77
		<b>\$ 387,595.88</b>

**FIRE & RESCUE**

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	86,071.60
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	87,979.03
ABE BOOKS	CPS-TRAINING BOOKS	177.97
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
FIREFIGHTERS BOOKSTORE	CPS-TRAINING BOOKS	564.00
PROPROFS	CPS-RENEW ONLINE TESTING SOFTWARE	479.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	759.72
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	1,254.14
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	10,652.80
CENTURY LINK	2022/04/22-05/21 MONTHLY SERVICE	106.42
OMAHA PUBLIC POWER DISTRICT	2022/03/02-03/30 MONTHLY SERVICE	5,443.51
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	1,184.31
AIRGAS USA, LLC	MEDICAL SUPPLIES	415.20
BLUE VALLEY PUBLIC SAFETY	SIREN MAINTENANCE	3,510.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	14,696.24

# MINUTE RECORD

CLAIMS FOR MAY 17, 2022

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## FIRE & RESCUE (cont'd)

CHARLES MILLER	REFUND FOR SERVICE	100.00
CORNHUSKER AUTO WASH	GAS CLEANUP	25.00
DANKO EMERGENCY EQUIPMENT	FIRE BOOTS	685.62
ED M FELD EQUIPMENT CO	SCBA REPAIR	485.00
ERIC MILLER	REFUND FOR SERVICE	250.00
HUMANA, INC	REFUND FOR SERVICE	352.43
INDOFF	COPY PAPER	210.00
JAMES HAWKINS	REFUND FOR SERVICE	813.00
JOHN HAGEN	REFUND FOR SERVICE	73.42
LEO HARRINGTON	REFUND FOR SERVICE	100.00
LINDA POTTS	REFUND FOR SERVICE	250.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	395.86
MAX I WALKER	HONOR GUARD UNIFORM CLEANING	15.30
MENARDS	POWER STRIP, SUPPLIES, BATTERIES	99.33
NELLIE BLACKWELDER	REFUND FOR SERVICE	78.00
PK SAFETY SUPPLY	GAS MONITOR	465.00
RICHARD BRUNDY	REFUND FOR SERVICE	73.73
SCOTT NIELSEN	REFUND FOR SERVICE	887.00
STEVEN MOORE	REFUND FOR SERVICE	225.00
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	316.80
SUSAN MOORE	REFUND FOR SERVICE	225.00
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR JAN-MAR 2022	11,132.44
UNITED HEALTH CARE	REFUND FOR SERVICE	89.17
UNITED HEALTH INSURANCECOMPANY	REFUND FOR SERVICE	479.13
WAYSTAR INC	MONTHLY PROF CLAIM MGT FEES	389.39
WESTLAKE ACE HARDWARE	HOSE MENDER, TOTE, SUPPLIES	70.49
WPS-MAC J5 PART B	REFUND FOR SERVICE	356.71
ZANE JOHNSON	REIMB FOR FIRE BOOTS	130.00
ZOLL DATA SYSTEMS INC	BILLING FEES 2022/05/01-05/31	1,105.00
		<u>\$ 233,180.35</u>

## NON-DEPARTMENTAL/CONTRACTS

SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
CENTURY LINK	2022/03/20-04/19 MONTHLY SERVICE	651.05
HEARTLAND MARKETING &	POSTAGE MAYORS REPORT	6,075.41
LOGAN CONTRACTORS SUPPLY	DIAMOND GRID FENCE	1,903.68
METROPOLITAN AREA TRANSIT	MAT SERVICE-FEB & MAR 2022	8,113.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JUNE 2022	17,060.00
TRISTAR RISK MANAGEMENT, INC	WORK COMP CLAIMS-2022/1-2022/3	3,750.00
		<u>\$ 37,678.14</u>

## INFORMATION TECHNOLOGY

HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
AMAZON WEB SERVICES, INC	AMAZON WEB SERVICE-APR 2022	412.66
CORE TECHNOLOGIES, INC	BILLABLE TIME, 1 YR SUPPORT	3,615.47
INOTEK, LLC	PFPT ESSENTIALS, ACHIVE IMPORT	22,080.01
INTERSTATE ALL BATTERY CENTER	BATTERIES	274.74
MOTOROLA SOLUTIONS, INC	WIDEBAND ANTENNA, AUDIO ACCESSORIES	932.72
SHI INTERNATIONAL CORP	PREMIUM SUPPORT 2022/4/21-2022/12/20, TECH SUPPORT	7,138.15
TJ CABLE	LOCATES	500.00
		<u>\$ 35,023.70</u>

# MINUTE RECORD

## CLAIMS FOR MAY 17, 2022

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### 2206 LONGO DR - NEW LIBRARY BUILDING

HILL-FARRELL ASSOCIATES, INC	2206 LONGO SURVEY SITE PLAN	960.00
		<u>960.00</u>

### WASTEWATER

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2022	13,435.43
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2022	13,435.43
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS-APR 2022	97.65
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS-APR 2022	119.31
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2022	2,819.44
CENTURY LINK	2022/04/13-05/12 MONTHLY SERVICE	368.08
OMAHA PUBLIC POWER DISTRICT	2022/03/09-04/08 MONTHLY SERVICE	3,256.20
U.S. CELLULAR	2022/04/04-05/03 MONTHLY SERVICE	821.51
CITY OF OMAHA	SEWER FEES-FEB 2022	511,558.39
ELLIOTT EQUIPMENT CO	90 DEGREE SWIVEL HOSE	321.52
GEARHART CONSTRUCTION & PLUMBING INC	REPLACE SANITARY SEWER, INSTALL MANHOLE-VIRGINIA ST	18,035.00
GRAINGER	INDUSTRIAL SPOT LIGHT, MARKING FLAGS	578.32
HDR ENGINEERING, INC	PROF SERVICES-MISSION RD MODELING THRU 2022/4/23	705.63
HDR ENGINEERING, INC	BPW 201109 LIFT STATION PH 2 2022/3/27- 2022/4/23	17,646.05
HDR ENGINEERING, INC	WW AGENCY CONNECTION 2022/3/27- 2022/4/23	805.38
HDR ENGINEERING, INC	WW AGENCY CONNECTION EVAL 2022/01/30- 02/26	9,499.96
MENARDS	WATER, DRINKS, DISINFECTANT	44.46
WESTLAKE ACE HARDWARE	RETRACTABLE DOG LEAD	13.99
		<u>\$ 593,561.75</u>

### COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	QRTLTY LOTTERY TAX 51C 2022/03/31	57,757.00
OMAHA PUBLIC POWER DISTRICT	2022/04/26 MONTHLY SERVICE	100.16
		<u>\$ 57,857.16</u>

### ECONOMIC DEVELOPMENT

AMBASSADOR TITLE SERVICES LLC	LAND PURCHASE 43.276 ACRES- HWYS 75 & 34	3,163,028.62
		<u>\$ 3,163,028.62</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSE APR 17/22	1,048.92
		<u>\$ 1,048.92</u>

### G.O. BONDS

UMB BANK - TRUST OPERATIONS	SID 180 SERIES 2017 PAYMENTS TO UMB TO PAY PRIN	2,730.00
		<u>\$ 2,730.00</u>

**TOTAL CLAIMS FOR MAY 17, 2022** \$ 5,421,041.40

**TOTAL PAYROLL FOR APR 29, 2022** \$ 1,156,689.76

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/03/2022		SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**  
Ordinance No. 4098 repealing Chapter 14 Section 14-6 pertaining to slaughterhouses, soap factories, feed lots, etc.

**SYNOPSIS/BACKGROUND:**  
The provisions contained in 14-6 of the Bellevue City Code are better suited and already addressed in the Bellevue Zoning Regulations and should be repealed as an out-right ban as currently stated in City Code.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

**RECOMMENDATION:**  
Approve Ordinance No. 4098

**ATTACHMENTS:**

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

**SIGNATURES:**  
LEGAL APPROVAL AS TO FORM:   
FINANCE APPROVAL AS TO FORM:   
ADMINISTRATOR APPROVAL AS TO FORM: 

**ORDINANCE NO. 4098**

AN ORDINANCE TO REPEAL CHAPTER 14 SECTION 14-6, OF THE BELLEVUE MUNICIPAL CODE REGARDING SLAUGHTERHOUSES, SOAP FACTORIES, FEED LOTS, ETC. 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 Sections 14-6 of Chapter 14 of the Bellevue Municipal Code which read as follows is hereby repealed and shall be “reserved” for future use.

§ 14-6 SLAUGHTERHOUSES, SOAP FACTORIES, FEED LOTS, ETC.

No person shall lease, use or operate, erect, construct or cause to be constructed or suffer to remain any building or premises in the city to be used as a slaughterhouse, packing house, rendering establishment, soap factory, candle factory, or as a factory or place for rendering any animal matter, or manufacturing the same into soap or fertilizing materials or changing the form thereof in any manner by the use of heat, steam, fire, chemicals or otherwise, or for carrying on the business of a cattle, hog, sheep or other animal feed lot.

**Section 2.** This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2022.

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

ORDINANCE NO. 409

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

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

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

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

Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, all located in the Southwest ¼ of Section 24, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From RS-120-PS (Single Family Residence, 1,200 Square Foot Zone – Planned Subdivision) to RE (Residential Estates)

(Hawkins & Strom Holdings, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Fontenelle Hills Estates is filed with the Sarpy County Register of Deeds in accordance with Section 4-11 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a.  
5/17/2022

COUNCIL MEETING DATE: 05/17/2022		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to rezone Lots 1 through 9, Fontenelle Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane. from RS-120-PS to RE for the purpose of single family residential development; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates. Applicant: Hawkins & Strom Holdings, LLC. General Location; Martin Drive and Ridgewood Drive/Martin Drive and Ridgewood Court.

SYNOPSIS/BACKGROUND:

Jim and Mary Hawkins, on behalf of Hawkins & Strom Holdings LLC., have submitted a request to rezone and preliminary plat Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233 and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE for single family residential development. The RS-120-PS zoning, a more dense zoning, was approved under a 1967 zoning variance/site plan approval for the Fontenelle Hills subdivision. The intent of the RE district is to permit low density residential uses on larger lots. Each lot meets the minimum requirements for the RE zoning district. This property is the site of the former Fontenelle Hills Golf Course, which has been closed for several years.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

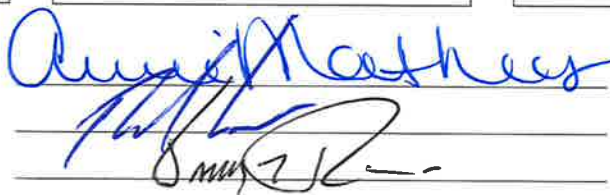
1. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Rezoning Ordinance No. 4099"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Hawkins & Strom Holdings, LLC

CASE #'s: Z-2203-06, S-2203-11

CITY COUNCIL HEARING DATE: June 7, 2022

REQUEST: to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS (Single-Family Residential – 12,000 Square Foot Zone – Planned Subdivision) to RE (Residential Estates), for the purpose of single- family residential development; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates.

On April 28, 2022, the City of Bellevue Planning Commission voted four yes, one no, two absent and two abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as a lack of perceived negative impact upon the surrounding area. Approval contingent upon satisfaction of the technical deficiencies prior to moving forward.

### VOTE:

Yes:	Four:	No:	One:	Abstain:	Two:	Absent:	Two:
	Hankins		Perrin		Casey		Aerni
	Ritz				Ackley		Compton
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: April 28, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** Z-2203-06  
S-2203-11

**FOR HEARING OF:**  
**REPORT #1:** April 28, 2022  
**REPORT #2:** June 7, 2022

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Hawkins & Strom Holdings, LLC  
414 Greenbriar Court  
Bellevue, NE 68005

#### **B. PROPERTY OWNERS:**

Hawkins & Strom Holdings, LLC  
Jim and Mary Hawkins  
414 Greenbriar Court  
Bellevue, NE 68005

Belle Vue Acres LLC  
Mary Ellen Huck  
405 Ridgewood Drive  
Bellevue, NE 68005

Fontenelle Hills Golf Club  
Jeff Renner  
1021 Galvin Road South  
Bellevue, NE 68005

#### **C. GENERAL LOCATION:**

Martin Drive and Ridgewood Drive/Martin Drive and Ridgewood Court

**D. LEGAL DESCRIPTION:**

Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane.

**E. REQUESTED ACTIONS:**

1. Request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE.
2. Preliminary plat Lots 1 through 9, Fontenelle Hills Estates.

**F. EXISTING ZONING AND LAND USE:**

RS-120-PS, Vacant (former golf course)

**G. PURPOSE OF REQUEST:**

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

**H. SIZE OF SITE:**

The site is approximately 28.4 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and covered in vegetation. The property was previously used as a golf course.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Single Family Residential, RE and RS-120-PS
2. **East:** Single Family Residential, RS-120-PS
3. **South:** Single Family Residential, RS-120-PS
4. **West:** Single Family and Multi Family Residential, RS-120-PS

**C. REVELANT CASE HISTORY:**

On April 28, 2022, the Planning Commission recommended approval of a request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle,

and half of vacated Laurel Lane, from RS-120-PS to RE for the purpose of low density single family residential development ; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates.

**D. APPLICABLE REGULATIONS:**

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
2. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as low density residential and recreational (based on the former golf course).

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from private drives off Greenbriar Court, Martin Drive, and Ridgewood Drive for proposed Lots 1 through 5. Lots 6 through 9 will be served by Dagmar Court, a private street.

**D. UTILITIES:**

All utilities are available or will be constructed to serve this development. Epiphany Ramos, Wastewater Superintendent, has confirmed there is sanitary sewer capacity to serve these additional single family homes.

**E. ANALYSIS:**

1. Jim and Mary Hawkins, on behalf of Hawkins & Strom Holdings LLC., have submitted a request for rezoning and preliminary plat of Lots 1 through 9, Fontenelle Hills Estates, from RS-120-PS to RE, for the purpose of single family residential development.

The intent of the RE district is to permit low density residential uses on larger parcels of land that are compatible with adjacent urban growth. Each lot meets the minimum requirements of the RE zoning district.

2. The property is currently zoned RS-120-PS under a 1967 zoning variance/site plan approval for the Fontenelle Hills subdivision. These lots were originally slated for recreational use as a golf course. The property is under private ownership and the golf course has closed in recent years. The property is presently vacant, and maintenance has been the responsibility of the private ownerships (Hawkins & Strom Holdings, LLC, Belle Vue Acres LLC, and Fontenelle Hills Golf Club).

3. Lots 1 through 5 would be served by private driveways off Greenbriar Court, Martin Drive, or Ridgewood Drive. Lots 6 through 9 would be serviced by Dagmar Court, a private street off Martin Drive. Maintenance for this private street would be the responsibility of the developers.

4. Hill-Farrell has provided proposed building envelopes and building footprints for proposed Lots 6 through 9 at staff's request, which are attached for review.

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

Sarpy County 911/GIS had a comment regarding the private street name. This comment has been satisfied by the applicants' surveyor.

Public Works Engineer Matt Knight had technical comments regarding the preliminary plat and proposed street profile for Dagmar Court. As of the date of this report, the applicants' surveyor and engineer have satisfied these comments. Based on the submitted Dagmar Court street profile, it will require a waiver of Section 6-4, Street Design Standards, Subdivision Regulations. Public Works is not opposed to the granting of this waiver. This waiver request will have to be approved by City Council prior to the construction of this proposed private street.

Public Works also added a general comment stating "Given the topography of the area proposed for Lots 6 through 9, along with easements and setbacks, finding adequate building sites would appear to be challenging. Upon initial review, Hill-Farrell's preliminary sketch of proposed building sites (provided 4/21) would appear to require significant site grading and/or retaining walls to accommodate construction as shown, which would likely drive up development costs for those lots."

No other comments were received on this case.

6. The Future Land Use Map of the Comprehensive Plan shows this area as low density residential and recreational. With the closure of the previous golf course, staff believes the proposed RE zoning and acreage lots conform with the city's overall plan for the area.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. APPROVAL contingent upon satisfaction of the technical deficiencies prior to moving forward to the City Council.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. APPROVAL contingent upon satisfaction of the technical deficiencies prior to moving forward.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Jim Hawkins received March 31, 2022
4. Preliminary plat received April 26, 2022
5. Lots 6 through 9 proposed building envelopes received April 21, 2022
6. Memo from Wastewater Superintendent Epiphany Ramos
7. Letter from John and Barbara Hampton received April 25, 2022
8. Letter from Robert C Buschkemper received April 25, 2022
9. Letter from Betsy Buschkemper dated received 27, 2022
10. Letter from Stephen D. Graf Lt. Col. USAF (Ret) received April 27, 2022
11. Letter from Hannah Novotne received April 28, 2022
12. Letter from Irvin & Betty Holmes received April 28, 2022
13. Letter from Bruce Stohlman received April 28, 2022
14. Letter from Giovanna Zermeno and Luis Carranza received April 28, 2022
15. Letter from Michele Bang received April 28, 2022
16. Letter from Alex M. Ingraldi received April 28, 2022
17. Letter from Maya Valenti (Hannah Novotne) received April 28, 2022
18. Letter from Michael Ingraldi received April 28, 2022
19. Letter from Edward E. Louis, Jr., DVM, PhD received April 28, 2022

- 20. Letter from Anthony J. Yonkers received April 28, 2022
- 21. Letter from Gerardo Campbell received April 28, 2022

**VII. COPIES OF REPORT TO:**

- 1. Hawkins & Strom Holdings LLC
- 2. Belle Vue Acres LLC
- 3. Fontenelle Hills Golf Club
- 4. Hill-Farrell Associates, Inc.
- 5. Public Upon Request

\_\_\_\_\_  
Assistant Planning Manager

\_\_\_\_\_  
Planning Manager                      Date of Report





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



Map Scale 1: 4514

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



Notes

**Hawkins & Strom Holdings, LLC**

414 Greenbriar Ct.  
Bellevue, NE 68005

City of Bellevue, Planning Department  
c/o Angela Curry  
1510 Wall Street  
Bellevue, NE 68005

March 31, 2022

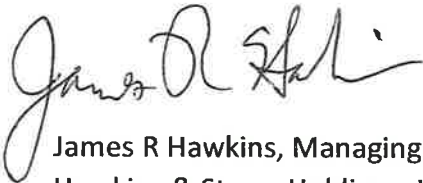
Ms. Curry –

Hawkins & Strom Holdings LLC, Belle View Acres LLC, and Fontenelle Hills Golf Course GP recently submitted rezoning and preliminary plat applications to you for consideration. The three application packages were submitted to support potential changes to the various land plats associated with the now dormant Fontenelle Hills Golf Course properties. This letter outlines a justification for those requests.

The properties in question are all currently zoned RS-120 PS and we are requesting a change to plat the properties as single family estate acreages, or RE. The current RS-120 zoning presents the opportunity for building many residences on the 28 acres described in the applications. However, the various applicants, all residents of Fontenelle Hills, recognize and appreciate that large estate residential acreages pose a much smaller impact on the unique nature of the Fontenelle Hills neighborhood, and in fact, can actually represent an improvement on the now dormant golf course acreage. The requested plats all exceed one acre in size, with many as large as four to five acres in size which would maintain significant open space in the subdivision.

We respectfully request your positive consideration for our various requests.

Sincerely,



James R Hawkins, Managing Partner  
Hawkins & Strom Holdings, LLC

RECEIVED  
MAR 31 2022  
PLANNING DEPT.

# FONTENELLE HILLS ESTATES

PRELIMINARY PLAT  
BEING A REPLAT OF LOT 1,  
FONTENELLE REPLAT 8,  
LOT 12, 13, 16, 17, 19, 55A, 233 AND 234  
AND 1/2 OF VACATED LAUREL LANE,  
FONTENELLE, SW 1/4 SEC. 24-14-13,  
SARPY COUNTY, NEBRASKA

**NOTES**

PROPERTY OWNERS  
HAWKINS AND STROM HOLDINGS LLC  
414 GREENBRIAR COURT  
BELLEVUE, NE 68005

BELLE VUE ACRES LLC  
405 RIDGEWOOD DRIVE  
BELLEVUE, NE 68005

FONTENELLE HILLS GOLF CLUB  
1021 GALVIN ROAD SOUTH  
BELLEVUE, NE 68005

EXISTING ZONING R5-120

PROPOSED ZONING RE RESIDENTIAL ESTATES

SUBDIVISION AREA 28.4 ACRES

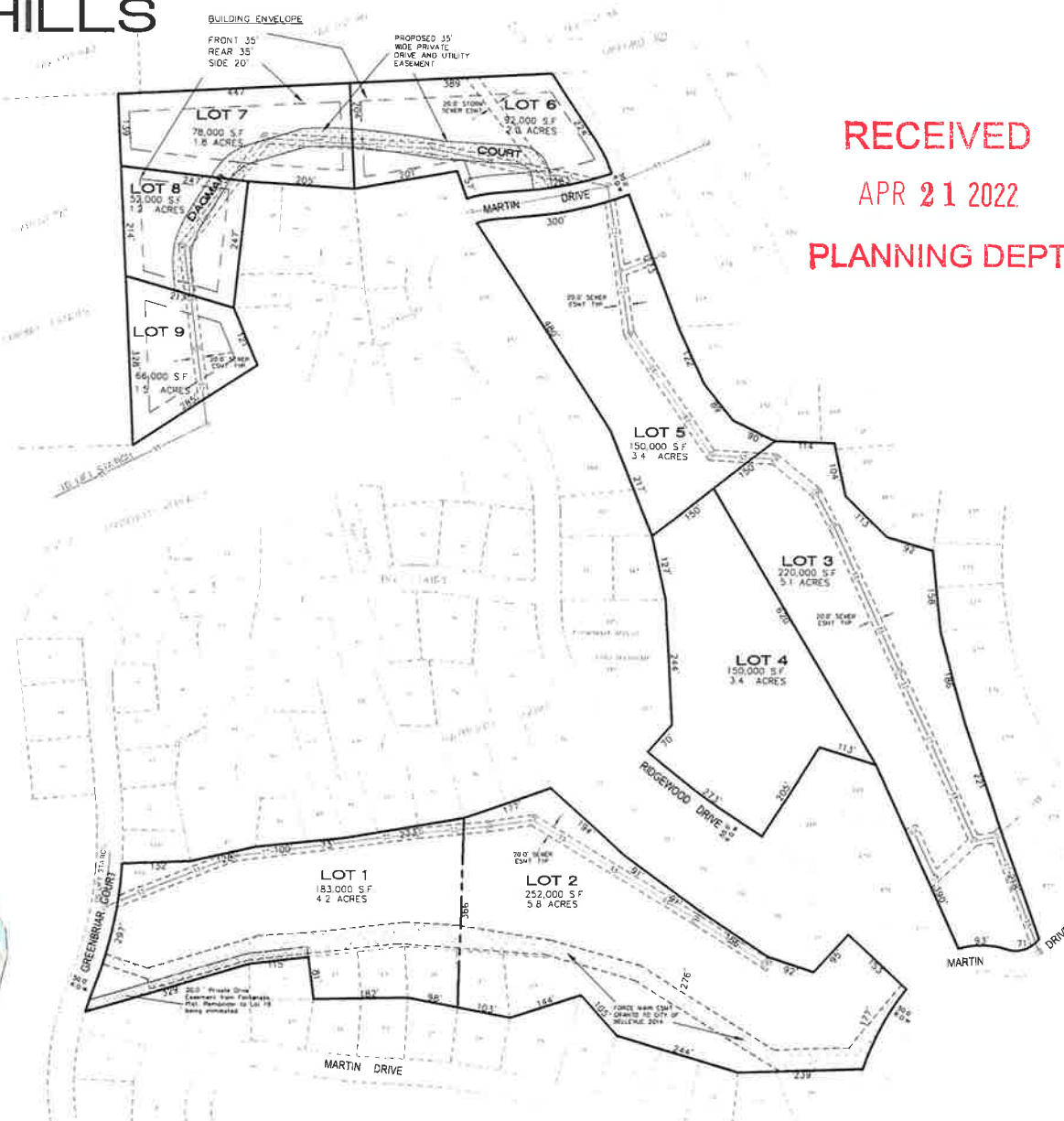
PRELIMINARY PLAT IS FOR THE REDEVELOPMENT OF GOLF COURSE INTO ACREAGE  
LOTS FOR THE CONSTRUCTION OF NINE (9) HOMES ON 28.4 ACRES ±

ALL LOTS HAVE DIRECT ACCESS TO SANITARY SEWER, M.U.D. WATER AND GAS,  
O.P.P.D. POWER AND CABLE TV AND TELEPHONE.

LOTS 1 THROUGH 5 HAVE DIRECT ACCESS TO PUBLIC STREET LOTS 6 THROUGH  
9 HAVE ACCESS TO PUBLIC STREET FROM A PRIVATE STREET

EXISTING SEWER LINES TRAVERSING PROPOSED LOTS WILL BE PLATTED WITH A  
MINIMUM 20.0 SEWER EASEMENT GRANTED TO THE CITY OF BELLEVUE.

NO GRADING IS PROPOSED OTHER THAN THAT REQUIRED FOR HOME  
CONSTRUCTION AND CONSTRUCTION OF THE PRIVATE STREET.



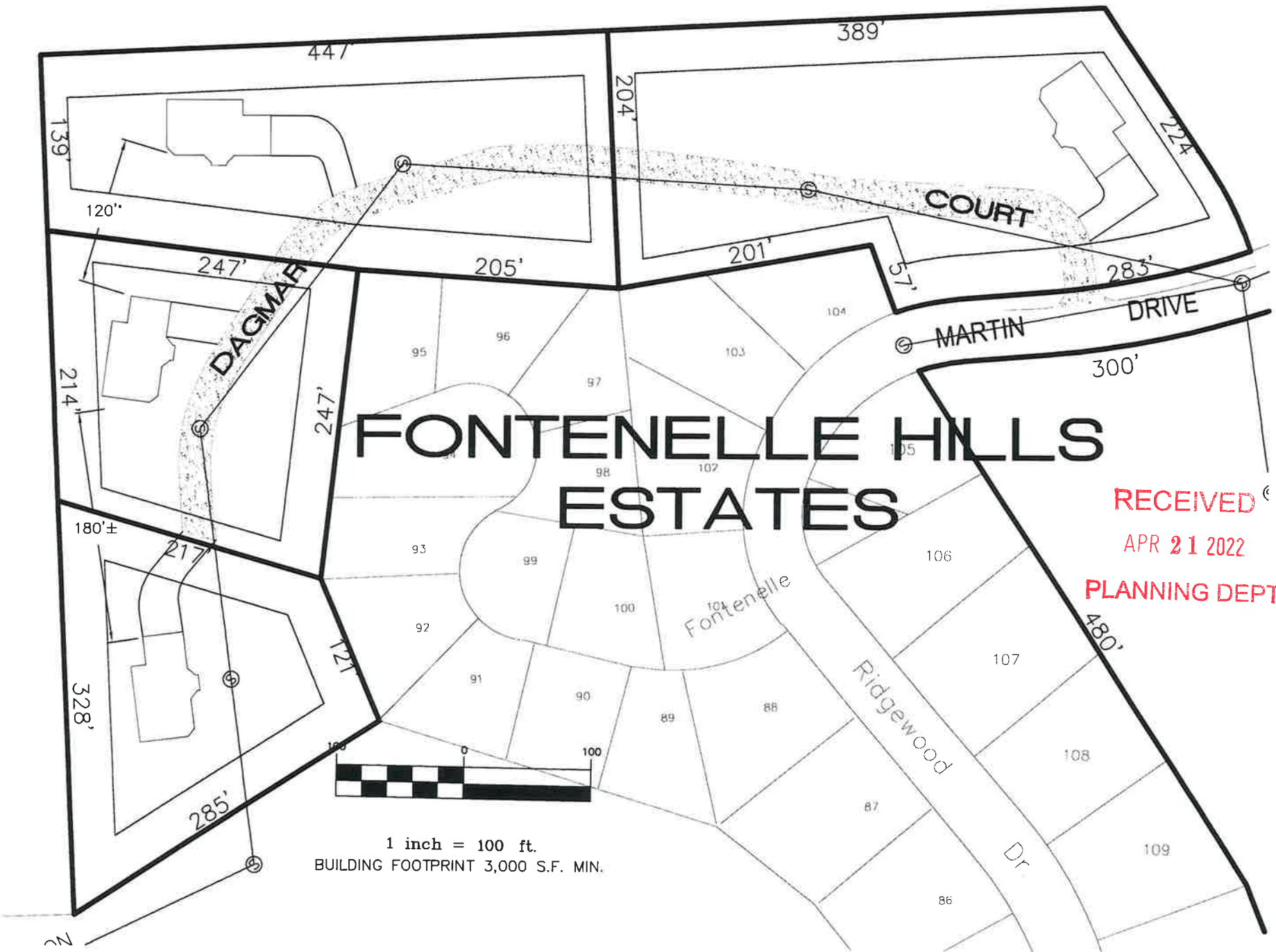
**RECEIVED**  
**APR 21 2022**  
**PLANNING DEPT.**

DESIGNED: FCM  
DRAWN: FCM  
DATE: 03/22/2022  
04/08/2022  
04/21/2022

**FONTENELLE HILLS ESTATES  
BELLEVUE, NEBRASKA  
PRELIMINARY PLAT**

**FH**  
**HILL-FARRELL ASSOCIATES, INC.**  
Land Surveyors • Land Surveyors  
Bellevue, NE 68005 (402) 291-6100

PROJECT NO



# FONTENELLE HILLS ESTATES

RECEIVED  
APR 21 2022  
PLANNING DEPT.

1 inch = 100 ft.  
BUILDING FOOTPRINT 3,000 S.F. MIN.



City of Bellevue  
Wastewater Department

8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Tammi Palm

Cc: Doug Clark; Dean Dunn

Re: Fontenelle Hills Estates

I have reviewed the request to rezone Lots 1 through 9, Fontenelle Hills Estates, with special interest in the capacity of the servicing sanitary sewer network. The Fontenelle Hills lift station will be a required impact point on the sewer network of the proposed lots to be rezoned. The lift station capacity has been evaluated and calculations have been prepared by Olsson on 08/02/2021, which determine an estimated 61.4 gpm remaining capacity. These calculations were prepared based on design parameters of the station and do not take into account actual flow metering data influenced by pump performance, inflow and infiltration on the contributing sewer shed, and the occupancy of the current buildout.

The Wastewater Department then conservatively applies a factoring of 15% capacity loss on this estimate, or 75,153 gpd, as the remaining estimated capacity of the Fontenelle lift station. A single family dwelling unit will have an estimated daily usage between 150 gpd – 300 gpd, or between approximately 6-9 CCF monthly.

Respectfully,

Epiphany Ramos  
Wastewater and Solid Waste Superintendent  
City of Bellevue

RECEIVED

APR 28 2022

PLANNING DEPT.



---

**Lift Station Calculations**  
**Evaluation of Fontenelle Lift Station**  
Olsson Project No. 021-05439  
Date: August 2, 2021  
Prepared by: Anita Anthony, PE

---



## Lift Station Calculations

Evaluation of Fontenelle Lift Station  
 Force Main Sizing  
 Olsson Project No. 021-05439  
 Date: August 2, 2021

Design Flow Rate (Q) 472.64 gpm 1.0531 cfs

Friction Losses		
Parameter	Unit	Value
Inside Diameter	ft	0.667
Area	ft <sup>2</sup>	0.349
Hydraulic Radius	ft	0.167
Velocity	ft/s	3.02
FM Parameters		
Length	ft	3001
Hazen Williams Coeff.	-	120
Adjusted C	-	120
1.318*C*R <sup>1.4863</sup>	-	51.14
Friction Loss (hf)		
Friction Loss	ft	15.97
Minor Loss		
Velocity Head	ft	0.14
Minor Losses in Fittings	ft	17.52
Total Loss	ft	33.49
Static Head	ft	165.50
Total Pumping Head	ft	198.99
Pressure in Forcemain	psi	86

Friction Losses Calculated with Hazen-Williams  
 Required Scour Velocity of 2 ft/s

$$hf = ((1.318 * C * R^{1.4863}) * L) / 4.73$$

### Pump Parameters

	%	75%	80%	85%	90%
Pump Efficiency	%	75%	80%	85%	90%
Motor Efficiency	%	95%	95%	95%	95%
Total Efficiency	%	71.3%	76.0%	80.8%	85.5%
Motor HP Required	HP	33.40	31.31	29.47	27.83

### Selected Option

Force Main Size	ft	inch	Length	3001	ft
Inside Diameter	0.667	ft	Hazen Williams C	120	
Area	0.349	ft <sup>2</sup>	1.318*C*R <sup>1.4863</sup>	51.14	
Hydraulic Radius	0.167	ft	Static Head	165.50	ft



## Lift Station Calculations

Evaluation of Fontenelle LIR Station  
 Wet Well Sizing  
 Olsson Project No. 021-05430  
 Date: August 2, 2021

Check Cycle Time and Capacity			
Wet Well Diameter (Ft)	Wet Well Area (sqft)	Wet Well Cycle Time (min)	Wet Well Volume (gal)
8.0	376.0	5.25	1973.87
Fill =	$\frac{WW \text{ Volume}}{ADF}$	=	15.30 Minutes
Run =	$\frac{WW \text{ Volume}}{\text{Pump Rate} - ADF}$	=	4.87 Minutes
	Total =	$\frac{20.18}{3.0}$	Minutes Cycles/Hour
			Meets Minimum Cycle Time? <b>OK</b>
			Meets Maximum Cycle Time? <b>UNK</b>

Verify Remaining Capacity Using the smallest value of the two methods :

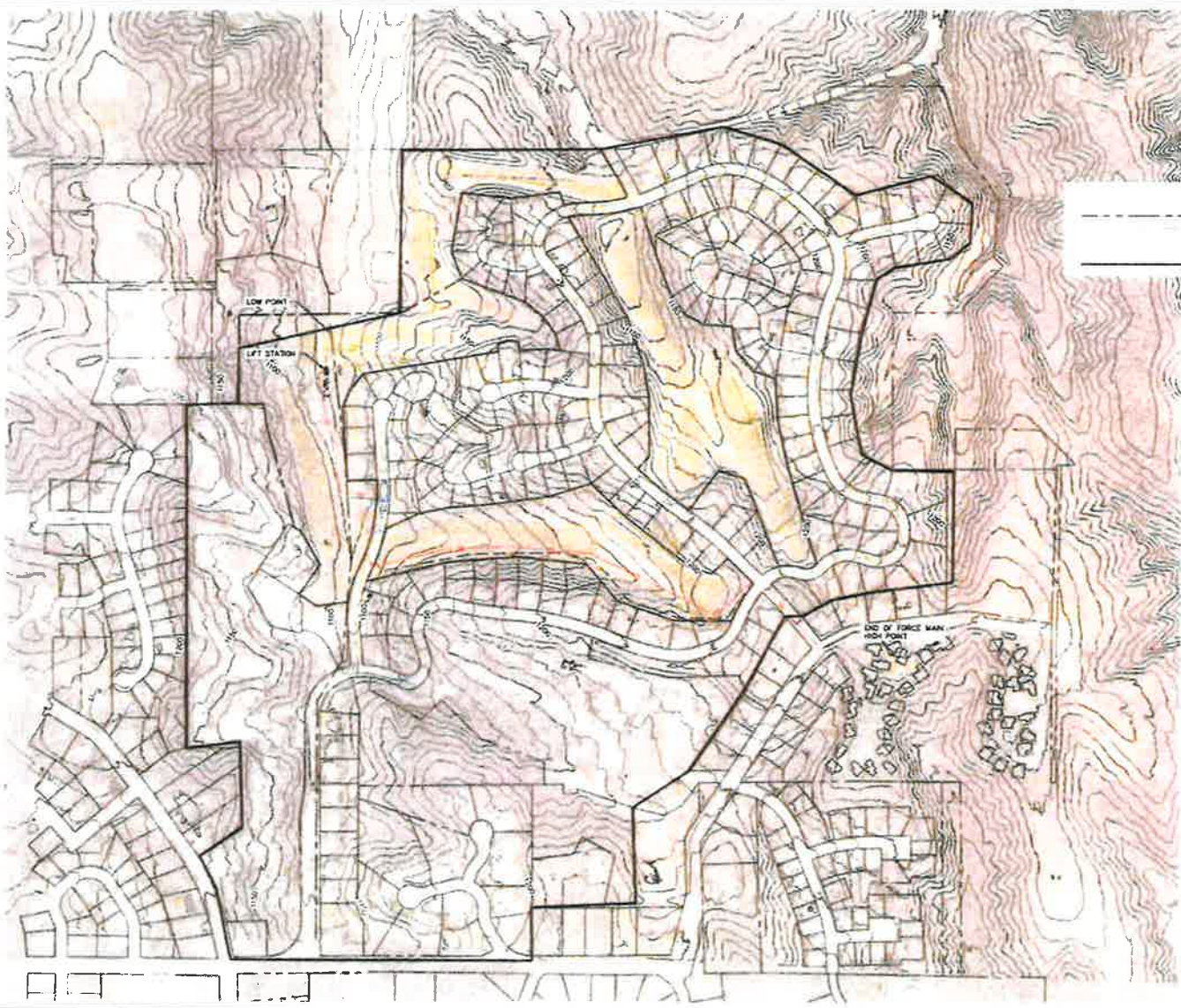
1. Cycle Time - The pump should not need more than 6 starts per hour

2. Pump Capacity - Ten States Standards dictates that pump units shall have capacity such that, with any unit out of service, the remaining units will have capacity to handle the design peak hourly flow.

Remaining Capacity:

Cycle Time			
ADF = PR/(WWVT)			
Max ADF =	336.6 gpm	(no more than 6 Cycles Per Hour or 10 min)	
Future ADF =	207.8 gpm		
Conversion	288563.1 gpd		
Capita per Dwelling Loading per capita	2.8 100.0 gpcpd	Using the Census Bureau of 2.61 People Per Dwelling (2019) 100 gpcpd per 10 states Standards	
Additional Dwelling For Cycle Time	1148.9 dwellings		
Pump Capacity			
Peak ADF	534.0 gpm	Pump Capacity	
Remaining Capacity = Peak Flow - Current Peak Flow			
Remaining Pump Capacity	81.4 gpm	Peak Flow	
ADF = ADF/PP	16.7 gpm	Using a PF previously calculated (3.7)	
Remaining ADF Capacity	24117.9 gpd		
Capita Per Dwelling Loading Per Capita	2.6 c 100.0 gpcpd	Using the Census Bureau of 2.61 People Per Dwelling 100 gpcpd per 10 states Standards	
Additional Dwelling Pump Capacity	12.4 Limiting Factor		

P:\06 - 2021 - 2 - Storm Water\06-2021-2-Storm Water\06-2021-2-Storm Water.dwg  
 Date: 06/15/2021 10:20:00 AM  
 User: jstevens



- LEGEND**
- PROPERTY LINE
  - EXISTING STORM SEWER
  - EXISTING GRAMMY MAIN
  - EXISTING FORCE MAIN
  - FORCE MAIN SERVICE AREA

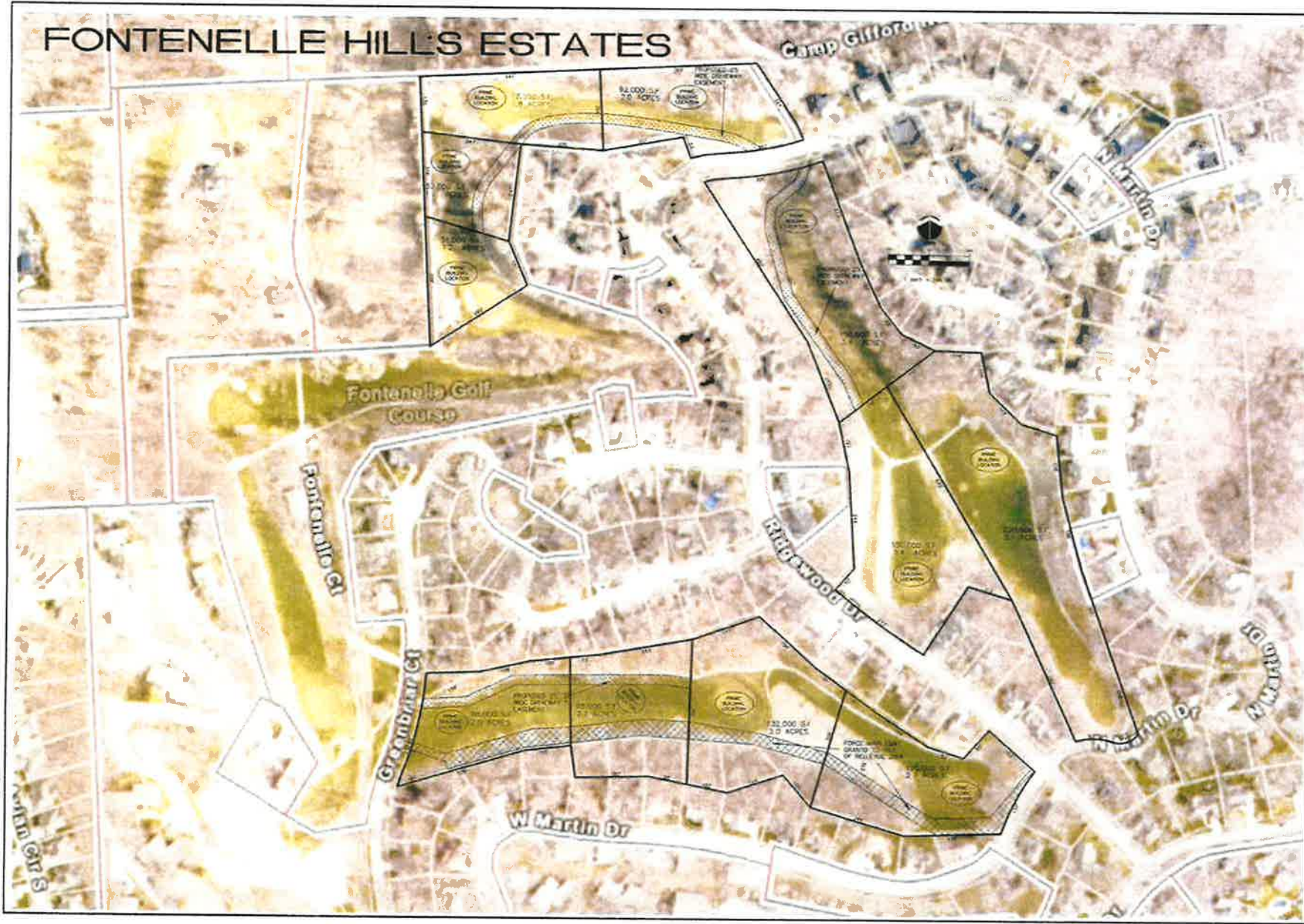


2715 S. 17th Street, Suite 200 Lincoln, NE 68502-3411 USA Phone: 402.426.4600 Fax: 402.426.4601																																			
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# FONTENELLE HILLS ESTATES

Camp Gifford Dr

DESIGNED BY  
DRAWN BY  
DATE: 06/14/2022



## FONTENELLE HILLS ESTATES

HILL-FARRELL ASSOCIATES, INC.  
Land Surveyors • Land Surveyors  
Bellevue, NE 68005 (402) 291-6700



PROJECT NO

SHEET NO

© 2022 Hill-Farrell Associates, Inc. All rights reserved.

## Tammi Palm

---

**From:** John Hampton <jbhampton@aol.com>  
**Sent:** Monday, April 25, 2022 1:21 PM  
**To:** Susan Kluthe  
**Cc:** Tammi Palm  
**Subject:** FOR THE CITY COUNCIL

As residents of Fontenelle Hills for the past 40 plus years, it is heart breaking to see what is being planned in developing the golf course lots. We hope the City Council considers what is one of Bellevue's most desirable neighborhoods when making their decision. It will have a tremendous impact on the value of the existing homes, as well as traffic issues, water run off, density etc.. If development is approved, lot size and minimum square footage of the homes should be equal to the existing homes.

There is a lack of "Green Space" in our development. There are no public walking paths. No picnic areas. or bike paths. No place for children to gather to play games. This is an opportunity for the City to acquire land for the common good of the public either through donation, purchase or a combination of the two.

John and Barbara Hampton

RECEIVED  
APR 25 2022  
PLANNING DEPT.

## Tammi Palm

---

**From:** Robert Buschkemper <rbuschkemper@gmail.com>  
**Sent:** Monday, April 25, 2022 2:38 PM  
**To:** Tammi Palm  
**Subject:** Planning Department case #s Z-2203-06, S-2203-11

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

Dear Ms. Palm,

I write in response to your April 15, 2022 written announcement regarding the possible rezoning of Lots 1-9, Fontenelle Hills Estates, et al, to allow a planned subdivision zoned RE (Residential Estates).

As residents and homeowners in the area effected by this proposed change, my spouse, Elizabeth Buschkemper and I, Robert Buschkemper, stand opposed to the rezoning action for the following reasons:

- We have concerns regarding the effectiveness of adding more volume to the storm and sanitary sewer systems. It is our understanding expansion into the effected areas has previously been addressed and rejected based on the apparent limited capacity of the existing sewer systems.
- We question the ingress and egress capacity of the proposed roads to provide an unrestricted ability for fire, ambulance and other public safety vehicles to approach the proposed newly built homes.
- We question the effects of the displacement of wildlife that frequent our neighborhood as we have daily viewings of deer, turkey, raccoons, opossum and other animals and birds who presently make there homes in and around our neighborhood.
- We appreciate the value of the present open ground to be used as a recreational area for families and individuals who walk on the paths, play in the common and open areas and use the natural slopes in the winter for sledding and cross country skiing.
- Finally we value highly the view and vista we appreciate from our backyard and deck, a primary reason we purchased our property 20+ years ago.

Thank you for reading and hopefully seriously considering our concerns and viewpoint. We plan to be, if at all possible, in attendance at the Planning Department meeting this Thursday, April 28, 2022 beginning at 6:00 pm in the City Council Chambers.

Respectfully,

Robert C Buschkemper  
Resident and homeowner  
514 Laurel Drive, Bellevue, NE 68005

RECEIVED  
APR 25 2022  
PLANNING DEPT.

City of Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 6805

Bellevue Planning Commissioners,

I am writing as a homeowner with concern about the proposed rezoning of what used to be the Fontenelle Hills Golf course to Residential Estate lots. I believe this plan would not in the best interests of the community and that better alternatives may exist. The majority of current residents I have spoken with also oppose turning the current green space into additional homes, even if on large estate lots, for the following reasons:

- Most bought their homes specifically for the location and view, with the assumption, implied promise, or assurance that the green space and recreation area (even if not the pre-existing golf course), would be preserved, and NOT turned into another housing development. Many backyards were platted with only minimal setbacks of 30 some feet based on the presumption that the property beyond would always continue to be an expansive open green space, golf course, or common grounds area. There was never any expectation the land could someday be allowed to turn into someone else private property with the right to build fences, houses etc. less than 10 to 20 yards from their own back steps.
- This would be highly detrimental to the spirit, value and beauty of the Fontenelle Hills neighborhood. The current green space corridors have long been the habitat for a magnificent multitude of wildlife including deer, turkeys, raccoons, opossums, fox, birds and more that would be severely disrupted by new homes and fencing blocking their natural passageways.  
*Has any consideration or study been given to the impact on wildlife? What, and where is it available?*
- Water run-off, sewage management etc. remain a major concern. Past requests for additional housing have been declined on the basis that current waste-water capacity had already been reached. During periods of heavy rainfall one can see virtual rivers of water coursing through the valley of what once was the golf course.  
*What changes have been made that the Wastewater Superintendent can now confirm that "there is sanitary sewer capacity to serve these single family homes", when the contrary was previously held to be true?*  
*What studies have been done to determine the capacity for further development and maximum number of potential future homes? Where and how can this information be accessed?*
- Given the natural drainage runways on low lying land in the 'valley' of the old golf course between the homes on either side, any new homes would likely need to be located on steep slopes or close to pre-existing homes. This, plus the excavation and earth moving necessary for new roadways and access would severely disrupt the current landscape, appearance, surrounding trees and general ambience of what has given the Fontenelle Hills neighborhood its value and special identity since its inception over 50 years ago.
- Hollow assurances have been given to current residents that allowing these 9 large 'estate lots' is the 'best of potential bad alternatives', and should be accepted as such to prevent even more and smaller lots. However many disagree.  
*What promises or protections can be given to current residents that the proposed large lots won't be further subdivided and rezoned into yet more lots in the future?*  
*Or that the accompanying new roads, drainage problems, loss of trees, views, and wildlife will not severely diminish the value and enjoyment of their property?*  
*What rights do the existing homeowners have regarding all of this??*

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- Given that the proposed new lots were originally slated for recreational use, and per recent Planning Commission report...“the Future Land Use Map of the Comprehensive Plan show this area as low density residential **and recreational**” (emphasis added). Rights of the new owners to fence off their 1 to 5+ acre properties to prevent use by others for current recreational activities like hiking, sledding, cross country skiing, play areas, nature walks, etc. would essentially prevent the implied recreational use that has been fundamental to the nature of the community for decades. An important question stands out...

*How can public 'Recreational Land' be preserved in someone else's new private property??*

- Removal of nearby trees, new high fences, or prevention of access to the current green space recreational areas by the new owners could severely diminish the existing owners property values.

*What provisions can or will be made to protect and preserve the trees, view and green buffer space immediately behind the 10 yards or less of 'backyard space' currently owned by many residents?*

- I understand that the current owners have legal rights regarding their property, as well as a natural desire to sell and profit from it rather than continue paying taxes on what has for them become unproductive land. I also understand that the proposed zoning change to 9 large estate lots is a better alternative to the threatened higher density small lots or apartment buildings. However, an important underlying question that I have not yet seen addressed is:

What other alternatives or options have been explored? For example:

- *Annexation or designation by the city as a park, recreation, or green space area preservation?*
- *Partnership with the adjoining Fontenelle Forest or other organization as some sort of wildlife preserve?*
- *A collective way for affected aggrieved current residents to pay the taxes, maintenance costs, etc. so this wouldn't be a financial drain of the official owners?*
- *Possible purchase by current owners either as a group or individually to extend their own lots into one or more of the new proposed estate lots to preserve a green space buffer zone behind their homes?*
- *Other ways to compensate the buyers of this old golf course land for their investment?*

Given that the notice of the proposed rezoning was sent out little over a week ago on April 15, with minimal background information along with maps that were too faint and blurry to discern property or road details, there has not been sufficient time for affected residents to meet, discuss, seek answers, circulate petitions, or look for what could be better alternatives to the current rezoning proposal before the April 28 public hearing.

Therefore for the greater good of the community and its future, I oppose the rezoning request for Residential Estate Lots, and suggest instead leaving this beautiful property as protected greenspace or to zone as Recreational Use only for the enjoyment of all

Or at the very least, strongly urge the Planning Commission to defer their decision and recommendation to the City Council until the many questions, concerns, and potential better alternatives can be adequately addressed with the affected residents.

Thank you for your consideration.

Sincerely,

Betsy Buschkemper  
514 Laurel Drive, Bellevue NE 68005

26 April 2022

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

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Bellevue Planning Commissioners,

I am a current homeowner in Fontenelle Hills and have resided here for the past 15 years. I am strongly opposed to the proposed action to rezone Lots 1-9, Fontenelle Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS (Single Family Residential – 12,000 Square foot zone – Planned Subdivision) to RE (Residential Estates) and preliminary plat Lots 1-9, Fontenelle Hills Estates.

There are numerous reasons for my objection to this rezoning action which are listed below:

1. **Home Value Loss.** The loss of our golf course and green space will undoubtedly cause a loss of home value for all homes in Fontenelle Hills. Homes built adjoining the golf course and green space will inevitably see the greatest loss in home value. Current residents were drawn to live here because of the green of the forest and the beautiful golf course.
2. **Increased residential density:** Adding more homes to the existing Fontenelle Hills neighborhood will result in more noise along the fairways, especially from additional cars, people, dogs, and lawn mowers. Current residents enjoy the quiet sanctuary in their backyards that the current golf course/green space provides. Additional car traffic will be on our roads from more residents, visitors, contractors, and home repairmen.
3. **Wildlife Impact:** Fontenelle Hills has wildlife transiting the neighborhood from the nearby woods. Deer, turkey, squirrels, racoons, groundhogs, skunks, and foxes, as well as numerous species of birds and bats, are regularly seen near our houses and grazing on the grass and bushes on the golf course/green space. Construction of houses on the golf course/green space will have a deleterious and negative impact on the wildlife in our neighborhood. This impact should be carefully studied before more houses are permitted.
4. **Terrain issues:** The proposed lots for zoning Residential Estates are primarily on steep sloped land not conducive to constructing houses and roads. The steep slopes will make home construction more difficult and subject them to future issues of foundation shifting. Many homes in Fontenelle Hills built on slopes have experienced foundation slippage. Construction of roads on these steep slopes will create a hazard for residents – especially in wet, icy and snowy conditions. We already have several streets in our neighborhood that require extra care in snowy and icy conditions. The slope of the lots also encourages water runoff towards the center of the golf course fairways from the top to the bottom of each. Adding additional houses, driveways, and access roads will exacerbate the runoff problem. A formal comprehensive study of the rainfall runoff dynamics of the land needs to be done before any rezoning is granted.

Houses built at the bottom of these fairways will undoubtedly have water intrusion issues during heavy rainfalls and snowfalls if they are built with basements or at existing ground level. Sale of this land to developers for residential houses could result in the deforestation of trees along the golf course fairways/green space. As much as 50 percent of the trees in our neighborhood could be lost. This could cause soil erosion issues for residents above the deforestation and will have a negative impact on wildlife. In Recommendation Report #1, Public Works says, "Given the topography of the area proposed for lots 6-9, along with easement and setbacks, finding adequate building sites would appear to be challenging." The report goes on to say, "Hill Farrell's preliminary sketch of proposed building sites (provided 4/21) would appear to require significant site grading and/or retaining walls to accommodate construction as shown, which would likely drive up development costs for those lots."

5. **Sewer system capacity:** Fontenelle Hills residents that have lived here for many years have stated that the current sewer system cannot handle additional houses. The sewer system is at its limit and additional houses will require a significant and costly improvement to the existing system. Plans for an additional 30 houses on the back 9 holes of the golf course were cancelled when it was discovered the sewer system would not support it. It is also possible that the golf course/green space of 28 acres could be divided into 28 1-acre lots under the proposed zoning. It is unknown if the current sewer system could handle this greatly increased load. A comprehensive analysis and study of the Fontenelle Hills sewer system needs to be completed and the results published to residents before any rezoning is granted. Residents of Fontenelle Hills deserve to know the capacity of their existing sewer system before these zoning decisions are made
6. **Implied Golf Course:** Fontenelle Hills has had a golf course since its inception in the late 1960's. Fontenelle Hills golf course is the heart of the neighborhood. The homes were built around the golf course. When people mention Fontenelle Hills, most often an image of a golf course and woods comes to mind. The entry sign to Fontenelle Hills still lists our neighborhood as having a Golf Course, along with A View, Homes, Condos, and Apartments. A recent real estate listing for a condo on Fawn Court in Fontenelle Hills lists the nearby golf course as one of its alluring amenities. Google searches of Fontenelle Hills Golf Course or Country Club will return listing describing an 18-hole, 2 9-hole, or a 9-hole course. Precedent exists for stopping the construction of residential housing on a former golf course. In 2009 the Nebraska Supreme Court ruled in [Skyline Woods Homeowners Association vs Broekemeier](#) that, for the first time, Nebraska recognized implied restrictive covenants inferred from a common scheme of development. Such covenants are not recorded expressly in the chain of title, but rather are inferred from a common plan affecting the property and its surroundings.
7. **Zoning/Future Use Issues:** Sarpy County GIS data lists the golf course fairway/green space area as zoned RS-120. However, the zoning listing for its future use is REC – Recreational (Bellevue) – 100%. This tells the public that the future intent of this land is to be for recreational use, not residential. The city of Bellevue's letter states that the Petitioner is Hawkins and Strom LLC. A review of Sarpy County GIS data shows that Hawkins and Strom LLC do not own all the property listed in the zoning request. It should not be possible for someone, other than the property owner, to request a zoning change on their property per the letter sent by the City of Bellevue to all affected Fontenelle Hills residents.

It is for the above reasons that I strongly object to this request to rezone the Fontenelle Hills golf course Lots 1-9 to RE (Residential Estates). The current owners need to find a recreational use for their property that provides benefit to the owners, the wildlife, the residents of Fontenelle Hills, and the citizens of Bellevue.

*Stephen D. Graf*

Stephen D. Graf Lt.Col. USAF (Ret)  
518 Laurel Drive  
Bellevue, NE 68005

April 27th, 2022

To Whom It May Concern:

My husband and I have been a homeowner since 2017 of a beautiful house on Laurel Drive in Bellevue.

We both work full time in the insurance industry and have five small, rowdy children & one boisterous puppy.

The sole reason we bought this house is because of the beautiful serene view from our kitchen window which reminds me of my childhood in the Mississippi Delta.

I have spent the last 5 years watching my children romp on the landscape as I did as a child. They get copious amounts of hours of fresh air and vitamin D to offset the video games and mindless TV they also consume.

I would like to mention the strain on the sewer system as it can only handle 9 more houses, and 9 houses exactly are proposed. Sewer systems that are properly functioning are crucial, as we all know.

I also would like to cite the complications the side street created to accommodate the 3 small lots will cause for emergency vehicles as well as simple day to day use by residents, postal vehicles, and sanitation vehicles.

I am very concerned, as well, about the property values that the houses in our neighborhood hold currently and how that would be affected very negatively by taking away the green space.

Please, please reconsider the zoning for this land.

Thank you,

Hannah Novotne  
510 Laurel Drive  
Bellevue, NE 68005  
402-658-8468

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## Tammi Palm

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**From:** irvinholmes@aol.com  
**Sent:** Wednesday, April 27, 2022 10:57 PM  
**To:** Tammi Palm  
**Subject:** Rezoning the old golf course holes 2-9.

We were one of the first homeowners in Fontenelle Hills, having moved into our house here 53 years ago. We have appreciated and enjoyed the beauty and uniqueness of the area and want very much to see that continue.

Rezoning portions of the old golf course so that smaller homes and other dwellings can be built would be a terrible shame. If the rezoning is changed, we would hope the size of the lots would be for only one larger single family house so they would compliment the already existing homes in the area. Anything other than that, would change the beauty, looks and value of the area forever. We certainly don't want that to happen.

Some change is inevitable but common sense and doing the right thing, not just making money, goes a long way in deciding the best thing for the neighborhood.

So sorry we could not be at the meeting Thursday.

Thank you,

Irvin & Betty Holmes  
808 Martin Drive West  
Bellevue, NE 68005

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I am sending an email as I will be unable to attend the Planning Commission Meeting in person.  
RE: Request to rezone various parts of the "old" golf course in Fontenelle Hills.

The Fontenelle Hills subdivision is a beautiful and unique area in the city of Bellevue. It has existed for decades. There are many homeowners who have lived in this area for many years as well as some newer residents.

The only way to preserve the integrity of this beautiful, treed and forested area that we live in is to zone it for larger (at least 1 acre) lots with larger single family homes. This would add to the existing housing values and would not detract from the wonderful community of Fontenelle Hills. It would be a great injustice to zone this area for anything less.

Bruce Stohlman  
205 Martin Drive W  
Bellevue, NE

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## Tammi Palm

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**From:** Giovanna Zermeno <giozer79@yahoo.com>  
**Sent:** Wednesday, April 27, 2022 6:27 PM  
**To:** Tammi Palm  
**Subject:** case # Z-2203-06, S-2203-11

April 26<sup>th</sup>, 2022

Giovanna Zermeno  
Luis Carranza  
506 laurel Dr  
Bellevue, NE 68005

Tammi Palm  
Planning Department  
1500 wall Street  
Bellevue, NE

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Dear Tammi Palm,

I am writing this letter concerned about the golf course zoning change (case # Z-2203-06, S-2203-11) that is planned to happen in my neighborhood. My name is Giovanna Zermeno, and I live on 506 Laurel Dr in Fontenelle Hills with my family. My husband and I purchased this home on December of 2019. In this letter I would like to focus on the four main reasons why we believe the idea of building more homes in the golf course would be a detriment to our neighborhood and why permits to build in the golf course should not be issued.

Value of homes will drop, as the view, and green areas behind homes will diminish. When we purchased our home, we were under the impression that we would have a golf course behind our property. This is the reason why we did not mind the lack of a back yard. Had we known houses could be built behind our property, we would not have purchased such an expensive home with no back yard. Soon after we moved in, we learned that the golf course had closed. We worried about what would happen to the land, but we were informed that the sewer system could not handle more homes. My husband was hoping that an offer to purchase the back of our home would become available, but nothing of the sort happened.

This takes me to my second point. My husband and I are very concerned with the effect that this development and addition of homes could have on the sewer system. We have had several neighbors who have had to deal with sewer problems with the current system. They have had to pay thousands of dollars, and this is without the added homes. Not only will the sewer system be affected, but I cannot imagine what it will be like for our trash/recycling pick up service as well as the snow removal if we add more narrow and steep streets behind the existent homes.

To even imagine what construction of all these streets and homes will be like, stresses me out. Residents in Fontenelle Hills purchased these homes because of the greenery, peace, flora, and fauna of the area. Construction of more homes will destroy the habitat of many of our nature residents and will destroy the peace that we experience here with more people, noise, and cars, and this is after the construction disturbance of all these new access roads, homes, retaining walls, and fences.

Fontenelle Hills is already at capacity with spaces for vehicle parking. Every time my family or any other of my neighbors has a get together, parking is an issue. Most driveways are small, and the streets are narrow. We do not have room to add more vehicles to our neighborhood.

I understand the need to make money of a property; however, the owners of this land should have thought about Fontenelle Hills and its residents before purchasing the golf course. We need to come up with another solution to this problem. Providing the re-zoning permits will affect many residents and will devalue our property, taking away the main charms that attract people to purchase homes in this area as opposed to Papillion or west Omaha.

Thank you for considering what most of the current residents would prefer, which is having the green spaces with its nature residents behind our homes.

Sincerely,

Giovanna Zermeo

Luis Carranza

## Tammi Palm

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**From:** Michele Bang <mabang1333@gmail.com>  
**Sent:** Thursday, April 28, 2022 1:34 PM  
**To:** Tammi Palm  
**Subject:** Planned Homes on Fontenelle Hills Golf Course Property  
**Attachments:** Fontenelle Forest Danger Sign.jpg

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Ms. Palm,

My name is Michele Bang and I live with my family at 506 Ridgewood Drive in the Fontenelle Hills neighborhood. We purchased our home in 2010 and have been members of the now no longer operational Fontenelle Hill Golf course until last year when they said they were no longer going to run the course. We recognize the amount of work the three families who bought and ran the course did in order to maintain the property as a private course. We also recognize this is private property and as such they may have rights. While the proposed single family homes are better than apartments or multi family townhomes, we are still extremely concerned.

I have golfed and walked this course many times, our backyard sits on the course and in fact our backyard property line actually traverses the golf cart path. In addition to providing significant habitat for wildlife, the course provides for a natural watershed for water coming off of roofs, streets and yards. We know that the proposed lots take on significant water and are subject to erosion, sinkholes and in several areas to severe erosion. Within the past 5-7 years there have been two major projects on the golf course to assist with watershed and erosion issues. There is often significant water in the proposed areas for Lots 3,4 and 5. Oftentimes the course managers would rope off areas that were wet and created a sinkhole throughout the summer. These properties will sit in a significant ravine with steep grades on the west and east. Lots 6,7,8 and 9 have two areas where there are significant erosion concerns. In one area there is a fence and signage that discusses the danger and that it is unstable ground (see attached photo). In the second area you can see where erosion is taking more and more of the course. We have also been informed that a wall will likely need to be constructed to allow for the access road to Lots 7, 8 and 9. The property directly behind our house is again on a steep grade, and while it does not currently appear to be in the plans for development, we are concerned it could be in the future should the proposed rezoning be approved.

When we purchased our home in the Fontenelle Hills neighborhood, our realtor used the course as a selling point. We continued our membership to ensure the course and green space would remain. When we were informed they were no longer going to maintain the course, there were many inquiries regarding what the owners intended on doing with the property. Some of the property owners assisted in maintaining some of the course, while other areas were allowed to go back to nature. The owners did not provide any of the property owners information that they were going to develop the property until we received notice that there was a request to rezone.

Because of the location of the homes on these lots, there will be a significant amount of infrastructure that will have to be constructed prior to the homes being built. I am concerned that our taxes will be needed to support the additional infrastructure costs unless there are express ordinances put in place creating an SID. However, this would mean that Bellevue would have to carve out part of the City to allow for this. Additionally, you can see where homes were built in areas that appear to me as not initially defined in the original Fontenelle Hills development. This includes Laurel Drive and the western part of Bayberry Drive which extends from Bayberry Circle. The roads in these areas are poorly maintained asphalt. The City of Bellevue has not improved those roads since annexing Fontenelle Hills.

Bellevue has an opportunity to maintain a public golf course or green space within the City Limits that is adjacent to a Fontenelle Forest and provides an extended area for wildlife to thrive. While I recognize the private property owner's rights, I believe the infrastructure requirements to make this property viable to 9 homes significantly outweigh the benefits in the form of increased property taxes to the City. In fact, I believe the expenses will likely outweigh any

benefit from the City. Additionally, the City of Bellevue will be required to provide fire, medical and police emergency services to these properties. The proposed access road will need to be sufficiently wide to allow access and turn around points. That will increase paved areas, further exacerbating watershed issues in the area that is already subject to significant erosion issues. Therefore I am requesting that the City denies this request.

Sincerely,

Michele Bang  
402-630-7799

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NO  
TRESPASSING  
Unstable steep  
bank  
↓

PLANNING DEPT.

April 20, 2022

City of Bellevue Planning Commission

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Dear Commission Members -

My name is Alex. I am 10 years old and live at 508 Laurel Drive on the Fontenelle Hills golf course. My parents shared the news that the area behind our house is possibly going to be developed into housing. This made me very sad.

I have a lot of great reasons why houses should not be built there.

1. This is an area of a lot of wildlife. A lot of people here enjoy the wildlife and the wildlife will be scared away from our serene area.
2. It is hard for the homeowners to enjoy their homes because of all the disturbance.
3. It would cause years of disruption.
4. It will cause more litter to be in this area. I go out once a month and clean up the litter and there is already a lot.
5. It would destroy animal habitats. Animals could even get hurt from all of the construction.
6. Many animals have homes and it would make it harder for animals to raise their young.
7. We do not have a park nearby, this space where a lot of people go and use it like a park.
8. Many people use the paths for walking.
9. Kids use the hills for sledding.
10. If anything should be built, it should be a small park so it doesn't destroy much of the animals homes.

Thank you very much for your time in listening to my concerns.

Sincerely,

*Alex M. Ingraldi*

To Whom It May Concern:

Please accept the following untouched and unedited letter/essay from my 13 year old daughter (a straight A student this year, having won the Presidential Excellence award last school year, tested the 2nd highest in her grade at Logan Middle School & accepted into the Junior Honor Society for the upcoming '22 fall). Outside of her academic excellence, she's an avid reader of sci-fi and fantasy novels and enjoys being in the local show choir.

Hannah Novotne  
510 Laurel Drive  
Bellevue, NE 68005  
402-658-8468

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APR 28 2022

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# Fontenelle Hills Estates

An amazing golf course



## Introduction

I believe that you should not zone the golf course and build houses on it. By doing this you are taking away things that everyone who lives in the neighborhood appreciates. You are taking things away from us like long walks in the open space, and the astonishing scenery. Zoning the land would be, in my opinion, a change for the worse.

---

## Walks

No one wants you to zone the land. For one, I and my family love the outdoors, and taking away the golf course would be greatly unappreciated. It would take away from many families, including mine, the ability to go outside and take long walks with the family. Amazingly, we can walk outside and have a vast amount of land where we can run around, and go on lengthy walks. And if that wasn't there we wouldn't have a space to let our dog run around in an open area.

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## Scenery

Another thing that you would be taking away from us is the scenery, being able to just walk outside and see it, is amazing. It's always beautiful no matter what season we're in, looking out at snow-covered hills is a wonderful leisure. Zoning the land would not be beneficial. We would, unfortunately, not be able to look outside and see deer sprinting around running between trees and turkeys flying up into trees. I think it is astounding that we can see deer, turkeys, cats, and tons of kinds of birds daily.

---

## Animals

What about the animals? What's going to happen with all of the cats, deer, and turkeys? By building houses there you're not only taking away our golf course but taking away all the animals' homes. We love feeding the birds and squirrels, but without the golf course, they won't even have a home to live in. We wouldn't be able to walk a small distance away to be able to golf as a family. No one will be happy if you decide to zone the land.

## Conclusion

Zoning the land is an extremely bad idea. By zoning the land you would be taking away the scenery that everyone who lives near it greatly appreciates. You would also be taking away our ability to go on walks and golf as a family. There are just a few of the reasons why my family and I all believe that zoning the golf course would be a change for the worse.

**Maya Valenti**  
510 Laurel Drive  
Bellevue, NE  
13 Years Old

## Tammi Palm

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**From:** Protus Mose <protusmose@gmail.com>  
**Sent:** Thursday, April 28, 2022 11:59 AM  
**To:** Tammi Palm  
**Subject:** Case # Z-2203-06, S-2203-11

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APR 28 2022

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Good morning,

I am writing to you as a resident of Fontanelle Hills, regarding the proposed zoning changes from recreational to residential for the purpose of building new homes on the former golf course. As a resident, I am staunchly against this proposal for a multitude of reasons.

First, the green space is intentionally designed into the neighborhood. When you pull in, there's a sign, to this day, advertising the golf course. As you drive through, the streets are separated by greenspace. The name itself, Fontanelle Hills, implies a relationship with the forest and nature. Even though the golf course has closed, those green spaces are still utilized by residents. I play baseball and football and soccer with my children on the old fairway. We take walks on the former cart paths. Being a recent mover into the neighborhood within the past two years, these spaces were specifically part of why we moved here, and we were told there were no plans for development of these spaces. This is a bait and switch on the order of hundreds of thousands of dollars per house.

When we put a small fence in, we pulled the property lines to discover we actually owned a lot less than we thought going to the back. The property line actually passes within 10' of the back of my house at one corner. There is no guarantee of how close they can try encroach. Sure, the initial plan calls for three structures on our green area, but if rezoned, there's nothing stopping them from further subdividing.

The current infrastructure of the area does not support adding additional properties. Where they want to build is in a valley between two large hills. It's a flood/drainage nightmare. There's no way you could have a basement, even with creative grading. The sewer drainage system in place cannot accommodate any additional properties. Are they going to try to cram it in anyway? How will that affect everyone on the line? Are we going to deal with a year of construction of a new sewer line? Who's going to pay for that? How will these new properties affect the existing load of other utilities?

To make user of the area they are wanting, extensive grading will be needed. There's no room for a road to get to these properties currently. Will they be digging out the hills, deforesting them in the process and causing erosion issues for the residents at the top?

The views that we all paid for will be completely ruined, turning those of us on these areas into another subdivision with rows of houses, rather than the nature areas we intentionally purchased. The nature trails and natural paths that wildlife use will be completely decimated.

The 'future use' in the current zoning of these areas is for 'recreational.' Being that it already is recreational, I would argue it is, de facto, no longer zoned for residential at all.

I understand the current owners made a bad business decision purchasing a golf course they were not unable to successfully run and maintain, but the hundreds of residents of the neighborhood shouldn't be the ones having to pay for that mistake. There are ways to mitigate their losses. We shouldn't have to have our property values plunged and our lifestyle ruined to bail them out of a failed investment.

My family, and every other family we have spoken with, are VEHEMENTLY opposed to this proposition and urgently request you deny any request to turn any more of the few green spaces left in our city into McMansions.

Sincerely,

Michael Ingraldi  
508 Laurel Drive

City of Bellevue  
Planning Department  
1510 Wall Street  
Bellevue, Nebraska 68005  
(402)293-3026

Dear Tammi Palm, Planning Manager;

I am writing in reference to Case #'s Z-2203-06, S-2203-11 and Applicant: Hawkins & Strom Holdings, LLC, providing my strong objection to this proposed construction. My wife, Susie Louis and I moved to Fontenelle Hills almost eight years ago. During this time, despite our property taxes increasing dramatically each year, we pay them knowing we moved here to be in an environment that Fontenelle Hills is known to be as a residence community backed up to a golf course which increases the value of the property. The woodlands habitat is why everyone who has purchased a home in Fontenelle Hills has moved here. The layout of the golf course even when not in use is what maintains the land and the character and quality of Fontenelle Hills or even Fontenelle Forest which is backed up to this community. Our residence was meant to be our last home because of the neighborhood. Thus, I submit this letter strongly objecting to this capital venture for the following reasons.

My apprehension besides the irrevocable impact to the incredible green space and its resident wildlife concerns the impact on the available utilities (water and sewage) and emergency vehicle access that the development of these single home residences will create. Having walked the paths that line the locations where these homes will be built countless times over the past eight years, I understand the unnecessary loss of trees that support the steep hills from erosion. I cannot imagine what the current residents will have to face or be forced to pay for the bulkhead walls to support the existing homes from the rapid changes to the topology. I have seen the pools of water that remain for days after even a simple rain shower in these lower areas. There has to be a conscience understanding that there will be limited access without cutting into the existing forested hillsides. And a few of the proposed plots are not wide enough to provide ample access for a new road to provide access to emergency vehicles which puts all existing homes at risk from fire damage. I get nervous when there are doing planned burnings at Fontenelle Forest when I see or smell the smoke, but they are professionally managing the situation onsite, not rushing to stop a house on fire. During the past eight years, two apartment complexes completely burned to the ground, but there was at least emergency access to these units. And again, they burned to the ground. Other options surely are available for this land besides putting in homes that only make things worse.

As the last forty years of my professional career has been directly involved with the preservation and conservation of the environment in some of the most threatened biodiverse places on this planet, I am very aware of the cost of losing green space to our climate and to our basic connection to nature. Loss of habitat through the cementing of our world anywhere is felt locally and around the world as no one lives in a bubble protected by consequences elsewhere. Losing this space to more homes is not beneficial to anyone except the few that are only interested in making more money. We have made inquiries multiple times since we were told the golf courses were closing to the neighborhood association, but we have never received any reply to correspondence to help make this a permanent green space. And my wife and I are experts at creating green spaces after planting over 5 million endemic trees in one critically endangered habitat in Madagascar over the past ten years. We are troubled that the proposed apartment was publicized and given ample time to state our objections, along with universal support against this endeavor, but this new proposed housing project was just announced to only people within 300 feet of the proposed plots with very little objection compared to the apartment complex proposal. Why were both cases treated differently? The damage created to this environment and chaos and cost to reconcile the lack of sufficient water and sewage utilities or vehicular access is not going to affect just those homes within a stone's throw of these new homes. What new taxes are going to be added to our taxes that are already out of control by the city of Bellevue to make reparations for all of the utility or erosion that will certainly increase to modifications to the current landscape and number of new homes and households? I understand that the land isn't sitting there without having monetary obligations, but how much value to our homes will be added by putting in these new homes compared to a golf course which the land was zoned to be or even a green space with paths for bikes or dog walks, butterfly gardens or community vegetable gardens, ponds for fishing or other recreational use?

I appreciate the time that the Bellevue Planning Department takes to hear from the very people that will be impacted by the proposed single family residential development. I hope our voices and concerns matter since we have also paid to live in this community.

Sincerely,



Edward E. Louis, Jr., DVM, PhD  
504 Ridgewood Drive  
Bellevue, Nebraska 68005  
(402)305-7544

RECEIVED

APR 28 2022

PLANNING DEPT.

City of Bellevue  
Planning Department

24 April 2022

In response to the letter I received regarding a rezoning request by "Fontanelle Hill Estates", I would like to make some points against this action.

I have resided in the Fontanelle Residential area with my wife Mary and our children for the past fifty (50) years. Mary B. became enthralled with the development when she became aware of it and saw it firsthand. When we purchased our home, we were told of the advantages to live on a golf course which preserved the beauty of the area and allowed many types of wildlife to exist that we could enjoy.

The rezoning action would severely eliminate the stated or implied reasons to reside in Fontanelle Hills. Many environmental and aesthetic alternatives would occur to the detriment of the wildlife, the loss of trees, the development of erosion hazards, the loss of the "Spirit of Fontanelle Hills" as well as many other known or unknown considerations.

I am suggesting that the rezoning proposal not be recommended to allow the area to retain its uniqueness or reinstate the presence of the Golf course. Many people walk on the prior cart path and enjoy the ambience which will be lost forever if this truly scenic, unique area of Bellevue is destroyed.

RECEIVED

APR 28 2022

PLANNING DEPT.

Sincerely,  
Anthony J. Yonkers  
508 Ridgewood Drive  
402-291-9171

606 Laurel Drive  
Bellevue NE 68005  
28 April 2022

City of Bellevue  
Planning Department  
1510 Wall Street  
Bellevue NE 68005

RECEIVED

APR 28 2022

PLANNING DEPT.

Reference: Your letter, dated 15 April 28, 2022

Subject: Rezoning of Lots 1 through 9 in Fontenelle Hills Estates

Dear Planning Department member

Request you disapprove this rezoning request. The following are my concerns with this rezoning.

1. Much of proposed space for new houses is in a valley not conducive to new construction
  - a. steep slopes on both sides promote flow of water down to the center
  - b. downward slope of fairway encourage water to flow to bottom of hill
  - c. construction of new homes will add to water flow
    - i. water from roofs/gutters
    - ii. water displaced from driveways
    - iii. water displaced from roads and sidewalks
2. Construction of new homes could result in the loss of approximately 50% of the trees behind our homes.
  - a. Trees behind our homes create a natural "privacy fence" obscuring the view of  
homes on the opposite side of the fairway
3. Construction of new homes on the fairway will have a negative and detrimental effect on wildlife in the neighborhood.
  - a. Deer and turkey routinely graze and traverse the fairway in search of food.  
New housing will discourage wildlife from moving through the neighborhood
  - b. Removal of trees along the fairway will remove space the wildlife use to traverse our neighborhood.
  - c. Increased noise and population (cars) will possibly cause the wildlife to leave.
4. There is an implied understanding that there is a golf course in Fontenelle Hills
  - a. Entry sign says Fontenelle Hills has homes, condos, apartments,

and a Golf Course. The sign is lit and has been there for many years.

- b. Google searches of Fontenelle Hills Golf course or Fontenelle Hills Country club describe an 18-hole, 2 separate 9 hole, or a 9 hole golf course.
  - c. A recent condo listing for a condo at 310 Fawn Court in Fontenelle Hills listed one of the amenities as the nearby golf course.
  - d. precedent exists for stopping the construction of residential housing on a former golf course. In 2009 the Nebraska Supreme Court ruled in Skyline Woods Homeowners Assn vs Broekemeier that for the first time, Nebraska recognized implied restrictive covenants inferred from a common scheme of development. Such covenants are not recorded expressly in the chain of title, but rather are inferred from a common plan affecting the property and its surroundings.
5. Sarpy County GIS data for the fairway 4, 5, 6 list the property as 11.9 acres and zoned as RS-120 Single Family Residence. However, the listing for it's future land use is REC- Recreational (Bellevue) - 100%
- a. GIS data also lists the owner of the fairway as Belle Vue Acres LLC. Petition for rezoning was listed as Hawkins and Strom LLC. GIS data shows Hawkins and Strom owns the former fairways 1, 2, and 3 but not 4, 5, and 6
6. Construction of houses on the golf course fairway/green space will have a detrimental and negative impact on the value of homes bordering the affected fairways/green space.
- a. There was an implied promise of a golf course/green space in our neighborhood when we purchased our homes/condo/apartment.
  - b. People purchased their homes here BECAUSE of the golf course/green space
7. Lot sizes are smaller than assumed. In some cases, the property line is a mere 35' from the back of the home/deck.
- a. This would allow the developer to place a structure within 35' of your existing house
  - b. Backyard views would be impeded
8. Long-time owners have said that the current sewage and storm drain system is already at maximum capacity.
- a. The existing terrain (hills/valleys) forces this neighborhood to have

- lift pumps to push the effluent to a higher level to be removed.
  - b. Existing infrastructure MUST be upgraded to existing code as the developer installs the infrastructure for new homes.
  - c. Construction of new homes will require installation of water, gas, sewer, and storm drain lines. Underground electric and cable will also have to be installed.
9. Increased electrical load on the neighborhood? Gas supply load?
10. Road access will have to be constructed on steep terrain.
- a. It will be difficult if not impossible to mitigate the slope of roads for access to new homes
  - b. Will the roads be "long driveways" or actual roads for vehicles
  - c. Will new roads allow access for Fire/Emergency vehicles?
  - d. Will new roads allow access for garbage collection vehicles?
11. Additional houses will create more noise in our neighborhood
- a. Lawn mowers, weed wackers, car noise, dogs barking, or voices in our peaceful backyards
12. Additional houses will generate more traffic in our neighborhood
- a. New houses could have several cars each
  - b. Increased visitor traffic
  - c. Increased contractor/repairman traffic

Respectfully

Gerardo Campbell  
(408) 807-0606

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13b.  
5/17/2022

COUNCIL MEETING DATE: 05/17/2022		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single family residential development; and to preliminary plat Lots 192 through 266, and Outlot I, Lakewood West. Applicant: Woodsonia Real Estate, Inc.. Location: 11715 South 60th Street.

SYNOPSIS/BACKGROUND:

Drew Snyder, on behalf of Woodsonia Real Estate Inc., is requesting approval of a change of zone and preliminary plat Lots 192 through 266, Lakewood West, for the purpose of single-family residential development. The proposed lots are an extension to the recently approved Lakewood West subdivision. This portion of the development will be considered Lakewood West Phase 2. The development will have access to the east from newly constructed extensions of Joann Avenue and Edgewater Drive connecting to the Lakewood West Phase 1 development. Future access to the north will be from a newly created South 57th Avenue. Per Sarpy County Public Works, the property will not have direct vehicular access to South 60th Street or future Schram Road.

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:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance No. 4100
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 Roblin*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Woodsonia Real Estate Inc.

CASE #'s: Z-2202-05, S-2202-06

CITY COUNCIL HEARING DATE: June 7, 2022

REQUEST: to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to RG-50 (General Residential – 5,000 Square Foot Zone), for the purpose of single-family residential development; and preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.

On April 28, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

VOTE:

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

Planning Commission Hearing (s) was held on: April 28, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** S-2202-06  
Z-2202-05

**FOR HEARING OF:**  
**REPORT #1:** April 28, 2022  
**REPORT #2:** May 17, 2022

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Woodsonia Real Estate, Inc.  
Attn: Drew Snyder  
20010 Manderson St., Ste. 101  
Elkhorn, NE 68022

#### **B. PROPERTY OWNERS:**

Woodsonia Real Estate Inc.  
20010 Manderson St., Ste. 101  
Elkhorn, NE 68022

#### **C. GENERAL LOCATION:**

11715 South 60<sup>th</sup> Street

#### **D. LEGAL DESCRIPTION:**

Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West.

#### **E. REQUESTED ACTIONS:**

1. Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, from AG to RG-50 for the purpose of single-family residential development.
2. Preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.

**F. EXISTING ZONING AND LAND USE:**

AG; Vacant/Agricultural

**G. PURPOSE OF REQUEST:**

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

**H. SIZE OF SITE:**

The site is approximately 20 acres

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The property is presently used agriculturally.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

**North:** Vacant/Single-Family Residential, AG  
**East:** Vacant/Proposed Lakewood West Phase 1, RS-72  
**South:** Vacant, AG  
**West:** Vacant/Agricultural, Limits of Bellevue's jurisdiction

**C. REVELANT CASE HISTORY:**

1. On October 22, 2020, the Planning Commission recommended denial of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to ML for the purpose of light industrial development. The City Council denied the aforementioned request on December 15, 2020.
2. On April 28, 2022 the Planning Commission recommended approval of a request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single family residential development; and preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.

**D. APPLICABLE REGULATIONS:**

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

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. No MAPA traffic data information is available for South 60<sup>th</sup> Street.
2. The property will have access to the east from newly constructed extensions of Joann Avenue and Edgewater Drive connecting to the Lakewood West Phase 1 development. Future access to the north will be from a newly created South 57<sup>th</sup> Avenue.
3. Per Sarpy County Public Works, the property will not have vehicular access to South 60<sup>th</sup> Street or future Schram Road.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Drew Snyder, on behalf of Woodsonia Real Estate Inc., has submitted a request to preliminary plat Lots 192 through 266, and Outlot I, Lakewood West, for the purpose of single-family residential development.
2. The applicant is also requesting a change in zone from AG to RG-50 (General Residence, 5,000 Square Foot Zone) for Lots 192 through 266, and Outlot I, Lakewood West.

3. This development is an extension to the recently approved Lakewood West subdivision. This portion of the development will be considered Lakewood West Phase 2.

4. Lakewood West Phase 2 residents will have access to the South 54<sup>th</sup> Street Trail within Lakewood West Phase 1 by use of private sidewalks. There will also be access to a future Schram Road Trail by means of South 56<sup>th</sup> Street.

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

Sarpy County IS/GIS/Public Safety returned comments in regards to proposed street names. The applicant has since satisfied their concerns.

Public Works Engineering Manager Dean Dunn had technical comments pertaining to the initial drainage, grading, street profiles, storm sewer, paving plans, and preliminary utility plan. The applicant has made the requested revisions.

No other comments were received on this case.

6. The Public Works Engineering Manager reviewed the grading, drainage and sewer plans for this proposed development and found them to be acceptable.

7. The applicant's engineer has been in contact with Sarpy County Public Works regarding improvements to South 60<sup>th</sup> Street. Sarpy County is currently in the design phase of the project which will be a 3-lane curb and gutter street.

8. Sidewalks will be provided throughout the subdivision as individual lots are developed and will be required along outlots as part of the subdivision agreement. This will provide connectivity throughout the development.

9. The draft First Amendment to the Subdivision Agreement has been submitted and is under review by the City Attorney.

10. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$16,753.50.

11. Staff believes this development is compatible with the surrounding neighborhood and proposed Lakewood West Phase 1 development.

12. This request is in conformance with the Future Land Use Map.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

**VI. ATTACHMENTS TO REPORT**

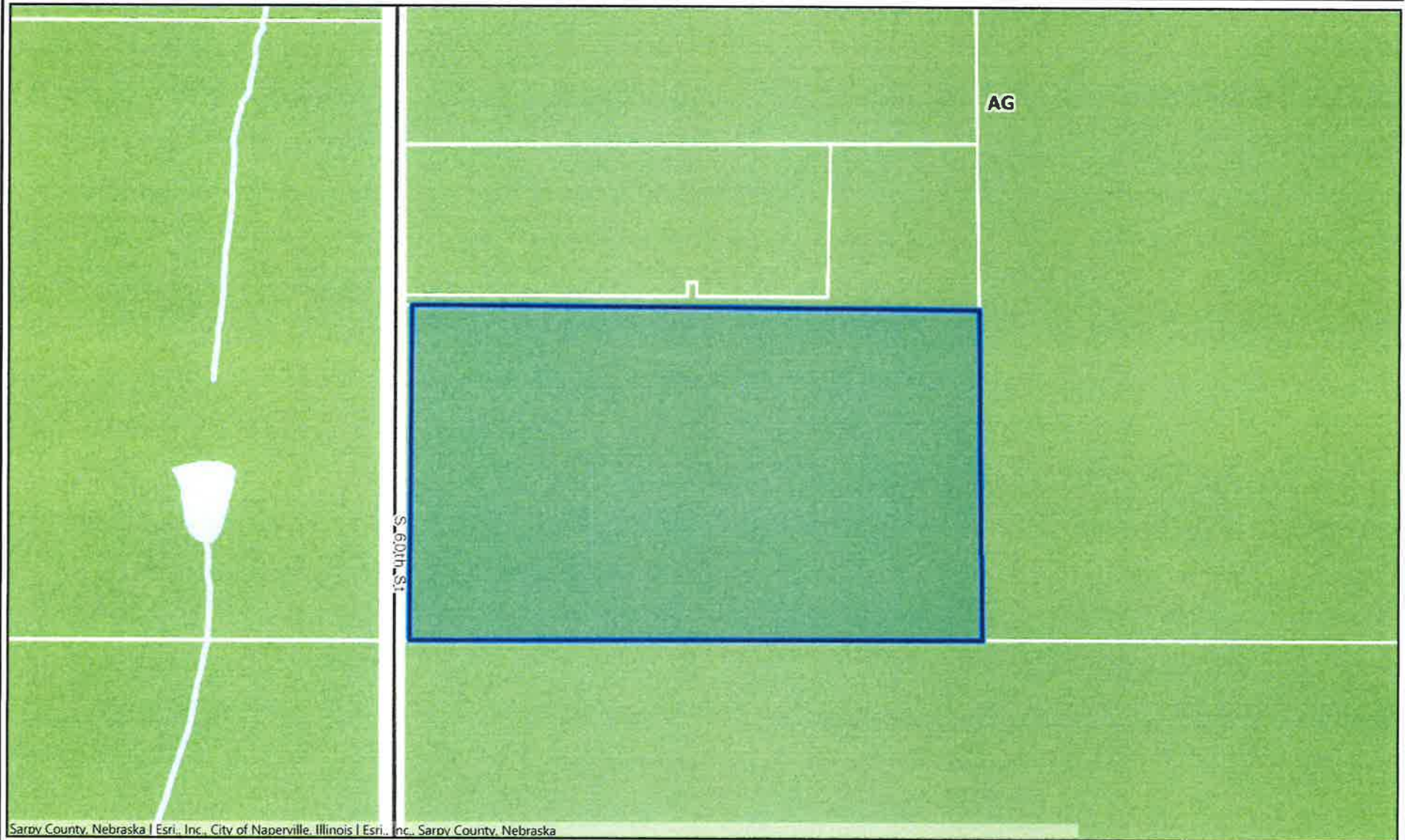
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Drew Snyder dated February 22, 2022
4. Preliminary plat received April 19, 2022

**VII. COPIES OF REPORT TO:**

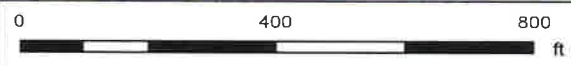
1. Woodsonia Real Estate Inc. – Drew Snyder
2. Thompson, Dreessen & Dorner, Inc. – Bradley Huyck
3. Larry Jobeun
5. Public Upon Request

\_\_\_\_\_  
Assistant Planning Manager

*Sammi R Palm* 05/06/22  
\_\_\_\_\_  
Planning Manager                      Date of Report



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



Map Scale 1: 4514

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



Notes





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



Map Scale 1: 4514

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



Notes



# Woodsonia

Real Estate Inc

February 22, 2022

Ms. Tammi Palm  
Land Use Planner  
City of Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 68005

RE: Lakewood West  
Rezoning Justification  
TD2 File No. 2069-133

Ms. Palm:

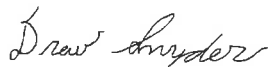
We believe the rezoning request from AG to RG-50 is justified because the proposed development will be compatible with, and complementary to, existing and planned developments that are to the east, west and south of this project. The existing and planned developments to the east, west and south are single-family, commercial and multifamily developments.

In addition, the planned development conforms to the City of Bellevue's future land use. The proposed plat meets the zoning requirements for RG-50.

Please contact us with further questions, comments or if additional information is required.

Respectfully submitted,

Woodsonia Acquisitions, LLC



Drew Snyder

RECEIVED  
FEB 22 2022  
PLANNING DEPT.



ORDINANCE NO. 4100

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 11715 SOUTH 60<sup>TH</sup> STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) and RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to RG-50 (General Residential – 5,000 Square Foot Zone)

(Woodsonia Real Estate)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 192 through 266, and Outlot I, Lakewood West, is filed with the Sarpy County Register of Deeds in accordance with Section 4-11 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

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

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

14a. & 14a1.  
5/17/2022

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/17/2022		SUBMITTED BY: Tammi Palm		Title: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to final plat Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East 1/2 of the Southwest 1/4, together with the Northwest 1/4 of the Southeast 1/4, all located in Section 31, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, except those parts condemned by the State of Nebraska by return of appraisers for Highway 370 right-of-way; and approval of the Lakewood West Subdivision Agreement. Applicant: Woodsonia Real Estate, Inc. General Location: 54th Street and Highway 370.

SYNOPSIS/BACKGROUND:

Drew Snyder, on behalf of Woodsonia Real Estate Inc., is requesting approval of a final plat for Lots 1 through 191, and Outlots A through H, Lakewood West. The applicant is also requesting approval of the Lakewood West Subdivision Agreement, which has been reviewed by the City Attorney. The final plat is in conformance with the approved preliminary plat.

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:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Lakewood West Subdivision Agreement"/>
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:

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

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Woodsonia Real Estate, Inc.

CASE # : S-2203-09

CITY COUNCIL HEARING DATE: May 17, 2022

REQUEST: final plat Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼, all located in Section 31, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, except those parts condemned by the State of Nebraska by return of appraisers for Highway 370 right-of-way.

On April 28, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the preliminary plat.

VOTE:

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

Planning Commission Hearing (s) was held on: April 28, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2203-09

FOR HEARING OF:  
REPORT #1: April 28, 2022  
REPORT #2: May 17, 2022

### I. GENERAL INFORMATION

#### A. APPLICANT:

Woodsonia Real Estate, Inc.  
Attn: Drew Snyder  
20010 Manderson St., Ste. 101  
Elkhorn, NE 68022

#### B. PROPERTY OWNER:

Timmerman Farms, Inc.  
Attn: Marlene Wehrbein  
5023 Shannon Drive  
Papillion, NE 68133

#### C. GENERAL LOCATION:

54<sup>th</sup> Street and Highway 370

#### D. LEGAL DESCRIPTION:

Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, except those parts condemned by the State of Nebraska by return of appraisers for Highway 370 right-of-way.

#### E. REQUESTED ACTIONS:

Final Plat Lots 1 through 191, and Outlots A through H, Lakewood West.

**F. EXISTING ZONING AND LAND USE:**

AG; Vacant/Agricultural and Greenlife Gardens

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain final plat approval to enable commercial, single family and multi-family residential development.

**H. SIZE OF SITE:**

The site is approximately 109 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The property is presently developed with a single family residence constructed in 1876 and various outbuildings, which will be demolished for this development. Additionally, Greenlife Gardens uses a portion of the property for their nursery/office. Much of the property has most recently been used agriculturally.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- North:** Single Family Residential/Agricultural, AG (across Hwy 370)
- East:** Vacant/Single Family Residential/Townhome Residential, RS-84-PS, RG-20-PS, and RD-60-PS
- South:** Vacant and Single Family Residential, AG, RS-84-PS, and RD-60-PS
- West:** Single Family Residential/Vacant/Commercial, AG

**C. REVELANT CASE HISTORY:**

1. On January 27, 2022, the Planning Commission recommended approval of a request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development; and preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West. The City Council approved the aforementioned request on March 15, 2022.
2. On April 28, 2022, the Planning Commission recommended approval of a request to final plat Lots 1 through 191, and Outlots A through H, Lakewood

West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼; all located in Section 31, T14N, R13E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, except those parts condemned by the State of Nebraska by return of appraisers for Highway 370 right-of-way on April 28, 2022.

**D. APPLICABLE REGULATIONS:**

1. Chapter 4, Subdivision Regulations, regarding Final Plats.
2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as being medium density residential, commercial, and mixed use.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. The current MAPA traffic data information indicates there are 25,300 vehicles per day along both the east and west legs of Highway 370 near the intersection of 48<sup>th</sup> Street.
2. Access is proposed from South 54<sup>th</sup> Street, as well as newly constructed extensions of Shannon Drive and Timberridge Drive.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Drew Snyder, on behalf of Woodsonia Real Estate Inc., has submitted a request to final plat Lots 1 through 191, and Outlots A through H, Lakewood West.
2. BG zoning was requested for Lots 1 through 10 and Outlot B for commercial use along the Highway 370 corridor and RG-20-PS was requested for Lots 11 and 12 and Outlots C and D for multi-family residential use.

Proposed Lot 13 is developed with Greenlife Gardens. The applicant is requested a change of zone to RA to allow for the continuation of the nursery/office.

RG-50 zoning was requested for Lots 14 through 76 to allow for smaller residential lots for single family residential/townhome construction. These smaller lots will serve as a transition from the multi-family zoning to the north and the larger single family residential lots to the south.

RS-72 was requested for Lots 77 through 191 and Outlots E through H for single family residential development.

The aforementioned zoning will take effect upon filing of the final plat.

3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County Administrator, and the Papillion LaVista Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

4. Public Works Engineer Matt Knight had minor technical comments pertaining to the plat. The applicant's engineer has since made the necessary revisions.

No other comments were received on this case.

5. The final plat is in conformance with the approved preliminary plat

6. The Subdivision Agreement has been reviewed by the City Attorney.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the preliminary plat.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the preliminary plat.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Final plat received April 19, 2022
4. Subdivision Agreement received April 25, 2022

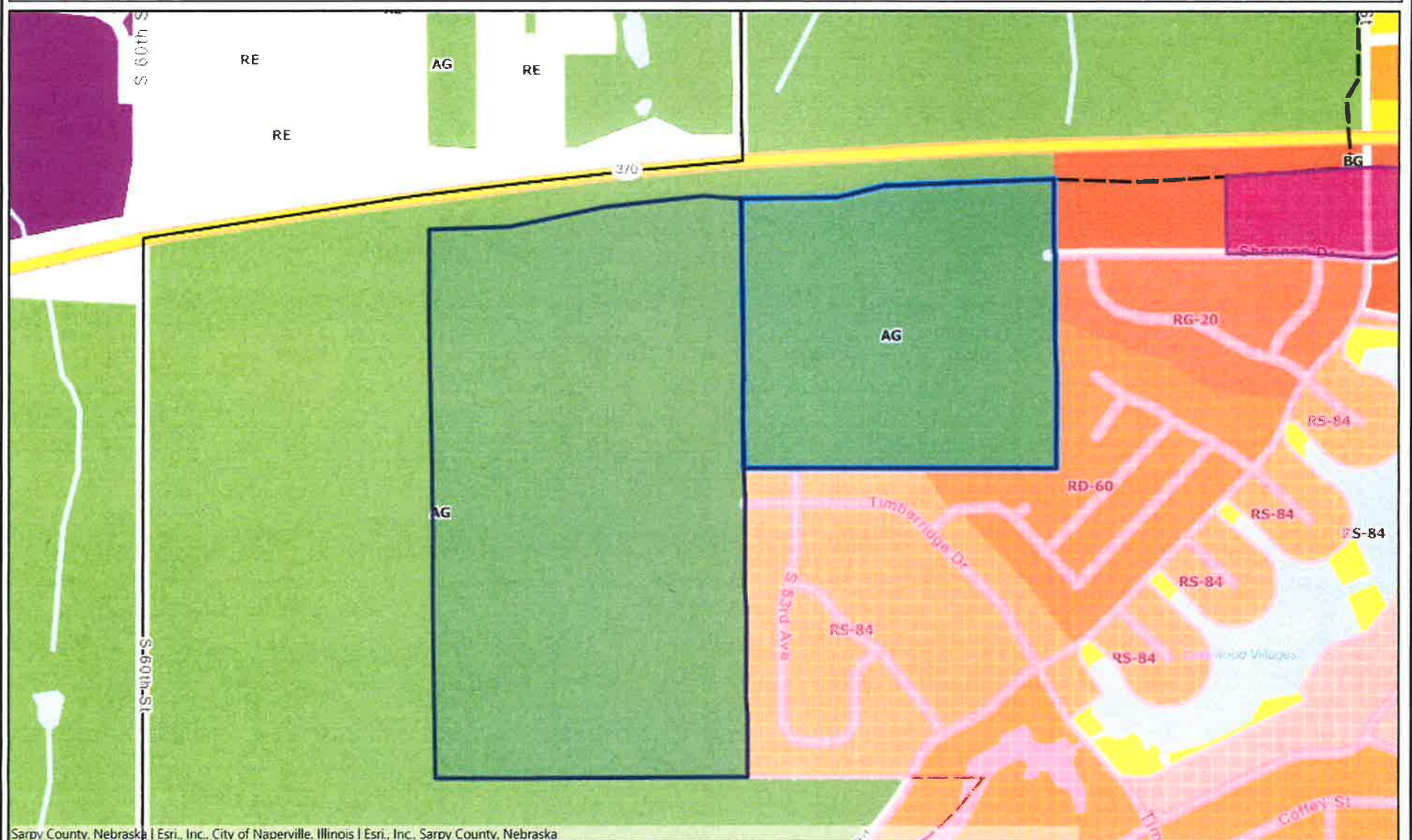
**VII. COPIES OF REPORT TO:**

1. Woodsonia Real Estate Inc.
2. Timmerman Farms, Inc.
3. Thompson, Dreessen & Dorner, Inc.
4. Larry Jobeun
5. Public Upon Request

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Assistant Planning Manager

*Jammi R Palm* 05/06/22  
Planning Manager                      Date of Report

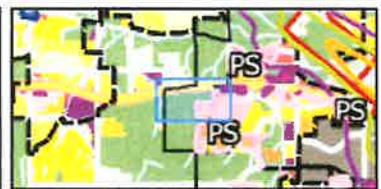


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Notes





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Notes





RECEIVED

APR 25 2022

PLANNING DEPT.

## SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and among WOODSONIA LAKEWOOD WEST, LLC, a Nebraska limited liability company ("DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 365 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision ("DISTRICT"), and THE CITY OF BELLEVUE, a municipal corporation of the first class ("CITY").

### WITNESSETH:

WHEREAS, DEVELOPER is the contract purchaser or owner of the real property situated within the Development Area (as defined in Section 1); and

WHEREAS, DISTRICT and DEVELOPER desire to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the Development Area is outside the incorporated limits of the CITY but within the CITY's zoning jurisdiction.

WHEREAS the Development Area will be developed in one (1) phase.

NOW, THEREFORE, in consideration of the premises, the PARTIES agree as follows:

### SECTION 1 DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) "Benefitted Property" shall mean any parcel or lot within the Development Area which, as of the Effective Date, may actually be used as a buildable lot.

(b) "Cost" shall mean all construction costs, engineering fees, design fees, attorneys' fees, testing expenses, publication costs, financing costs (which shall include all warrant fees and bond fees, and interest on warrants to date of levy of special assessments), the administrative costs incurred by DISTRICT by application of Section 5(c) and all other related or miscellaneous costs or expenses directly incurred by DEVELOPER or DISTRICT in connection with Public Improvements.

(c) "Dedicated Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit B.

(d) "Development Area" shall mean the real property situated within the area identified or depicted on Exhibit A.

(e) "General Obligation" shall mean any indebtedness for Public Improvements which is not required by law or this Agreement to be specially assessed against Benefited Property.

(f) "Party" shall mean CITY, DEVELOPER or DISTRICT, individually, and "Parties" shall mean the CITY, DEVELOPER and DISTRICT, collectively.

(h) "Plat" shall mean the Final Plat of Lakewood West, Lots 1 thru 191, inclusive, and Outlots "A" through "H", approved by the City Council for the CITY on \_\_\_\_\_, 2022, subject to any conditions expressly provided for at such time or in this Agreement.

(i) "Public Improvements" shall mean:

(i) All Dedicated Streets (including that portion of any "T" intersection abutting any buildable lot or parcel and Street Intersections) identified on Exhibit B.

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Dedicated Street right-of-way.

(iii) All Dedicated Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit B) prepared by Thompson, Dreessen & Dorner, Inc. ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, lift stations and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit C) prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed and installed by Metropolitan Utilities District within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY (Exhibit E).

(vii) The "Gas Distribution System" to be constructed and installed by Metropolitan Utilities District within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The “Electrical Power Service” to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

(j) “Sewer System” shall mean, collectively, all sewer systems within the DISTRICT and the Development Area, and shall also include all existing wastewater systems, Wastewater Sewers, existing storm sewer systems, the Storm Sewers and existing sanitary sewer systems located within the DISTRICT or the Development Area.

(k) “Street Improvements” shall mean those Public Improvements described in Sections 1(i)(i), (ii), (iii), and (viii) other than the Street Intersections.

(l) “Street Intersections” shall mean those portions of the Dedicated Streets (other than that portion of any “T” intersection abutting any buildable lot or parcel) designated as intersections on Exhibit B.

(m) “Weeds” shall include, but not be limited to, bindweed (*Convolvus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centuarea pieris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus*) (toun), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(n) “Urban Design Standards” shall mean public concrete streets of various width and thicknesses including curbs, guttering, and related storm sewer systems, meeting the design, surface and other specifications of CITY, the plans for which shall be first approved by CITY in accordance with Section 2(b)(i).

## **SECTION 2 AUTHORITY AND DOCUMENTATION**

(a) The DISTRICT and the DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(b) Subject to the remaining terms and conditions of this Agreement, CITY hereby approves construction and installation of the Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) days before commencing any work in connection with the Public Improvements, the DISTRICT and DEVELOPER shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with the Public Improvements, and all plans for the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers. The specifications and technical terms of all such agreements and plans shall be subject to review and approval of CITY. All agreements and plans shall require the timely and orderly engineering, design, procurement, construction, installation and

testing of Public Improvements and that all work therefore shall be performed in a good and workmanlike manner, using quality materials, in accordance with industry standards, in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or over the Public Improvements and as otherwise may be reasonably required by the CITY. All such agreements shall require the contractor to procure and maintain throughout the term of any such agreement, policies of insurance as follows: (1) workers' compensation insurance and employer's liability insurance in the statutory amount; (2) commercial general liability insurance covering bodily injury, including death, and property damage coverage; (3) broad form contractual liability coverage for all obligations and liabilities undertaken by the agreement and product and completed operations; (4) comprehensive automobile liability and coverage providing bodily injury and property damage coverage covering all motor vehicles including hired and non-owned autos as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least \$1,000,000 per person, and an aggregate limit of at least \$2,000,000 per occurrence; umbrella liability coverage for all of the above with policy limits of \$2,000,000. The CITY and DISTRICT shall be named additional insured for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request. No policy of insurance shall be cancelable, except upon thirty (30) days' notice to CITY and DISTRICT. All insurance shall be procured from and maintained by a reputable and financially responsible insurance company authorized to transact business in the State of Nebraska. The CITY shall endeavor to review and approve or require modification to any such agreement within fifteen (15) days after delivery; provided, however, that unless the CITY notifies the DISTRICT of its objection to any such agreement at least seven (7) days prior to the date scheduled for commencement of such work, the CITY shall be deemed to have approved such agreement.

(ii) Deliver to the Finance Director of the CITY duly executed copies of any written agreement(s) between the DISTRICT and its municipal financial advisor for the placement of the warrants or bonds of the DISTRICT used for the payment of the Costs of the Public Improvements.

(iii) Deliver to the Public Works Director of the CITY duly executed copies of an agreement between the DISTRICT and the City of Omaha for wastewater treatment for any wastewater or sewage flowing out of the Development Area.

(iv) Deliver to the Public Works Director of the CITY copies of all performance, labor and material payment or other bonds required by law or the Public Works Director.

(c) At least thirty (30) days prior to any meeting of the Board of Trustees for the DISTRICT when the Board will consider the levy of special assessments in connection with Public Improvements, the DISTRICT and DEVELOPER shall deliver to the CITY:

(i) A full and detailed statement of the Cost of each Public Improvement, which statement or statements shall separately identify and itemize:

1. The amount and date paid to each contractor, together with releases, lien waivers and other documentation necessary to show that all obligations of the DISTRICT in connection with the Public Improvements have been discharged; and
2. All other direct or indirect Costs of the DISTRICT or any other person which have been or will be expended or otherwise incurred in connection with the Public Improvement including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, and financing costs including, but not limited to, interest on all warrants to date of levy of special assessments.
  - (ii) A detailed schedule of each proposed special assessment together with the amount of any General Obligation incurred or to be paid by the DISTRICT for the Public Improvement;
  - (iii) A plat of all real property to be assessed; and
  - (iv) Information as may be necessary to evidence that the Public Improvement has been completed in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or the Public Improvements and as otherwise has been required by the CITY together with any other information reasonably requested by the CITY.

(d) The DISTRICT shall also provide the Finance Director of the CITY with at least thirty (30) days' prior written notice of any meeting whenever the issues of levying special assessments or equalizing or apportioning any debt in connection with the Public Improvements are being considered or discussed by any political or governmental body or agency of competent jurisdiction.

(e) For the purposes of Neb. Rev. Stat. § 31-736, City Council's approval and execution of this Agreement shall be deemed to be City's approval of the District's acquisition of such fee title, easements, or other interests in such property as may be required to construct the sanitary outfall sewer necessary to serve the Development Area, including the power of eminent domain pursuant to Neb. Rev. Stat. § 31-737.

(f) The DISTRICT may levy special assessments outside the corporate limits of DISTRICT pursuant to the provisions of Neb. Rev. Stat. § 31-752.

### **SECTION 3 COSTS OF PUBLIC IMPROVEMENTS**

(a) The Costs of Public Improvements shall be paid for by the DISTRICT but shall be defrayed as required by law. All such Costs, other than General Obligations, shall be privately financed or specially assessed against Benefitted Property on an equitable basis.

- (i) If not previously paid for, all special assessments for Public Improvements shall be assessed pursuant to applicable provisions of Nebraska Revised Statutes

Chapter 31, as amended from time to time, and DISTRICT shall take all necessary actions to see that such assessments are paid in the manner and time required by Chapter 31.

(ii) The DEVELOPER and DISTRICT shall, upon request of the CITY, evidence to the CITY's satisfaction that any lot or parcel to be assessed is a buildable lot. If any lot, parcel, or other area within the Development Area is not a buildable lot for any reason whatsoever, (e.g., by reason of sufficient size, dimensions, easements or similar burdens or for any other reason), then such lot or parcel shall not be considered to be Benefitted Property and no portion of the Cost of the Public Improvements shall be levied against such lot or parcel.

(b) The following Costs of Public Improvements shall constitute General Obligations to the extent permitted by law:

(i) The Cost of any extra width paving for any Dedicated Streets exceeding twenty-five feet (25').

(ii) The Cost of Street Intersections.

(iii) The Cost of the original street signs for Dedicated Streets, other than the Cost of any decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(iv) The Cost of the Lighting System, other than the Cost of any decorative, ornamental or other Dedicated Street, Street Intersection or other lighting not conforming to CITY standards which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.

(v) The Cost of Storm Sewers.

(vi) The difference in Cost between piping eight inches (8") in diameter and the size actually required for piping for the Wastewater Sewers, if greater than eight inches (8") in diameter.

(vii) The Cost of any outfall line of the Wastewater Sewers which is designed to serve a drainage area beyond the Development Area, but only if actually constructed and installed outside of the Development Area.

(viii) Charges paid to connect the DISTRICT's Wastewater Sewer System (but not merely the Wastewater Sewers) to another sanitary and improvement district.

(ix) The Cost of any sewage treatment plant or lift station for the Wastewater Sewers which is designed to serve the entire DISTRICT.

(x) The Cost of that portion of the Water Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area, including any pioneer main fees paid to MUD.

(xi) The Cost of that portion of the Gas Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

(xii) The Cost of the installation of Electrical Power Service other than that portion of the Cost equal to the estimated refundable charge from Omaha Public Power District (which shall be a General Obligation; provided that the refund to the DISTRICT shall be credited to the Bond Construction Account of the DISTRICT) shall be specially assessed against the Benefited Property.

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(xv) Future signalization will be required at the intersection of 54<sup>th</sup> Street and Highway 370. At such point as Sarpy County determines warrants are met for the installation of a permanent traffic signal, the District shall participate in a cost sharing of that construction. The cost of the installation will be a general obligation of the District. The DISTRICT shall only be responsible for fifty (50%) percent of the cost of installing the traffic signal. In the event the DISTRICT pays for a disproportionate cost of installing the traffic signal at the intersection of 54<sup>th</sup> Street and Highway 370, the DISTRICT shall be entitled to a reimbursement from the property to the north when such property is developed in the amount of fifty (50%) percent of the cost incurred by the DISTRICT, including soft costs. The CITY agrees to require such reimbursement as part of a building permit issued for the development of the property to the north or any subdivision agreement for the development of the property to the north.

(xvi) The cost of culverts or channel improvements necessary to improve the drainage characteristics of the Development Area and/or downstream areas.

(xvii) The cost of construction of permanent detention basin improvements and post construction stormwater management facilities.

(xviii) No more than 30% of the City of Bellevue plan review fees.

(xix) Traffic calming devices including speed tables or speed bumps.

(xx) The cost of land acquisition for Outlots "A", "B", "C", "D", "E", "F" and "G" used for Post Construction Stormwater Management Facilities and buffered drainage ways may be purchased by the District at Fifty-Eight Thousand and No/100<sup>th</sup> (\$58,000.00) Dollars per acre plus twenty (20%) percent soft costs.

(xxi) The cost of sediment removal from permanent detention basins during infrastructure construction.

(c) One hundred percent (100%) of the entire cost of all sidewalk and construction by the DISTRICT per the sidewalk plan (Exhibit B), including handicap ramps at the corners of intersections (not shown) may be a general obligation of the DISTRICT. All sidewalks constructed on other lots shall be privately installed and at the cost of the owner of said lots. In the event sidewalks on any of the other lots have not been constructed within six (6) years of the recording of the subdivision plat, the DISTRICT shall construct sidewalks and shall be paid by special assessment against the property benefitted.

(d) Notwithstanding any provisions in Subsection 3(a)(i) related to DEVELOPER's payment obligations in connection with special assessments, to the extent the Water Distribution System or Gas Distribution System is financed in accordance with MUD policies, the payment of special assessments for such Public Improvements shall be undertaken in accordance with such policies.

#### **SECTION 4 REPRESENTATIONS**

(a) DEVELOPER covenants and represents to the CITY as follows:

(i) DEVELOPER is, or will be at the time the final plat is recorded, the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.

(ii) DEVELOPER is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is currently authorized to do business in the State of Nebraska.

(iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.

(iv) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.

(v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(vi) DEVELOPER shall take all steps reasonably necessary to cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(vii) DEVELOPER shall take all steps reasonably necessary to cause all of the Public Improvements to be substantially constructed and installed by the

DISTRICT in all phases within four (4) years after the recording of the final plat. To the extent not provided by the DISTRICT, DEVELOPER shall allow CITY reasonable access to any relevant financial or other records pertaining to the Public Improvements.

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(ix) INTENTIONALLY LEFT BLANK.

(x) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.

(xi) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used on, under or in the vicinity of the Development Area, except as permitted by this Agreement.

(xii) DEVELOPER shall not permit any discharge into the Wastewater/Sewage System to be constructed, installed or used on, under or in the vicinity of the Development Area, in violation of an applicable law, ordinance, statute, rule or regulation.

(xiii) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xiv) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(xv) DEVELOPER shall construct the development according to the Phasing Plan (Exhibit F).

(b) DISTRICT covenants and represents as follows:

(i) It is duly organized, is in good standing and is currently authorized to do business in the State of Nebraska; that this Agreement has been duly executed and constitutes its valid and binding obligation, enforceable in accordance with its terms.

(ii) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DISTRICT in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(iii) It shall abide and be bound by the terms of this Agreement and the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without written approval of the CITY.

(iv) The performance of DISTRICT contemplated by this Agreement is within its lawful power and authority and has been duly authorized under, pursuant to and in accordance with its constituent documents and the laws of the State of Nebraska. The DISTRICT shall not incur any General Obligation other than those expressly contemplated by this Agreement for, or in connection with, Public Improvements for any purpose without prior approval from the CITY which may be withheld in the absolute discretion of the CITY.

(v) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used in the Development Area.

(vi) It shall not permit any discharge into the Sewer System in violation of an applicable law, ordinance, statute, rule or regulation.

(vii) To maintain all Public Improvements in a good and functional state of repair.

(viii) DISTRICT shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person, including DISTRICT, in connection with the construction or operation of the Public Improvements.

(ix) Other than DISTRICT's Agreement with its municipal financial advisor or this Agreement, there are no agreements to which DISTRICT is a party or by which DISTRICT is bound concerning the construction or installation, or the repair, replacement or maintenance of any of the Public Improvements. DISTRICT shall not modify any such agreement nor otherwise undertake or assume any such obligation or liability therefor without the express prior written approval of the Bellevue City Council, which approval may be withheld in its absolute discretion.

(x) DISTRICT shall not issue any debt, bonds, warrants or enter into any other form of financing arrangement in furtherance of any other improvement lying, in whole or in part, outside the boundaries of the DISTRICT, without first obtaining an unqualified favorable opinion from competent bond counsel of DISTRICT's choice, including, among other appropriate matters, that such financing is within its lawful power and authority and has been duly authorized under, pursuant to, and in accordance with its constituent documents and the laws of the State of Nebraska. Such opinion shall be made to those parties deemed appropriate by DISTRICT and to the City of Bellevue, its elected officials and officers.

(c) DISTRICT and DEVELOPER acknowledge that the CITY makes no representation or warranty as to the validity or effect of (i) any expenditure, bond or indebtedness contemplated to be incurred by DISTRICT or DEVELOPER in furtherance of this Agreement or otherwise to be incurred or actually incurred by DISTRICT in furtherance of the Public Improvements, (ii) CITY's

approval of the plat or this Agreement, (iii) any future act of CITY in respect to DISTRICT or DEVELOPER's performance, under the Agreement or otherwise, in developing the Development Area; provided further that to the extent CITY has, or may, undertake any act in respect to any of the foregoing now or at a time in the future, both DISTRICT and DEVELOPER are proceeding at their own risk. The DEVELOPER and DISTRICT do hereby waive and release the CITY from any right, remedy or recourse against it or its elected officials, officers and employees in connection with any provision of this Agreement; provided, however, that such waiver shall not be construed to preclude DISTRICT from enforcing CITY's performance obligations in this Agreement.

## **SECTION 5 OTHER OBLIGATIONS**

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Public Improvements. Such acts shall include seeding the Development Area disturbed by grading operations, construction of temporary terraces on slopes, temporary silting basins, swales and spillways, and other acts which may be necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way.

(b) Following the construction and installation of such Public Improvements, the DISTRICT shall pay for the Cost of (i) maintaining street signs, other than decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" (which shall be the sole obligation of the owner of the real estate and not the DISTRICT) and (ii) for monthly charges paid to Omaha Public Power District for the Lighting System for Dedicated Streets out of the operating fund of the DISTRICT, to the extent permitted by law.

(c) DISTRICT shall pay to the CITY One Hundred Thirty-Four Thousand Four Hundred Ninety-Three & 00/100ths (\$134,493.00) Dollars (1% of the estimated public improvement costs) concurrent with the CITY's approval of the plans and specifications for the Public Improvements, as reimbursement for any costs incurred by the CITY for review of this Agreement and all actions undertaken by the CITY in connection with the adoption of this Agreement and the development contemplated thereby; provided, however, DISTRICT shall not be permitted by any provision of Section 3 to generally obligate, in the aggregate, an amount exceeding thirty percent (30%) of the fee paid pursuant to this Section 5(c).

(d) DEVELOPER shall comply with all applicable state statutes and CITY ordinances. DEVELOPER shall further adopt such regulations so as to require compliance by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area with the following:

(i) All state statutes and CITY ordinances, including Nebraska Revised Statute Section 16-230 and CITY ordinances enacted pursuant thereto.

(ii) That all such persons cut and clear any part of any lot within the Development Area in its possession, charge or control of all weeds, grass and worthless vegetation which has reached a height of twelve inches (12") or more.

(iii) That such weeds, grass and worthless vegetation be cut as close to ground level as possible and be maintained so that at any time the same does not exceed twelve inches (12") or more above the ground.

- (iv) That the cuttings be raked and removed from such premises.
- (v) That if any such person fails to comply with these requirements, DEVELOPER shall cause such weeds, grass and worthless vegetation to be cut and assess the costs thereof upon the owner of the affected real estate.
- (vi) The name and telephone number of the person designated by the DISTRICT or the DEVELOPER to be contacted in the event that such violation occurs, with such name and telephone number being kept current at all times.

(e) DEVELOPER shall make a contribution to the Park Development Fund in the aggregate amount of Forty-Five Thousand One Hundred Sixty-Four and 60/100<sup>th</sup> (\$45,164.60) Dollars, which amount shall be paid prior to the filing of the Lakewood West Final Plat. The Park Development Fund shall be calculated and allocated on a per-acre basis as follows:

• Commercial Lots –	18.853 acres x \$300.00/acre =	\$5,655.90
• Residential Lots –	71.834 acres x \$550.00/acre =	\$39,508.70
TOTAL:		\$45,164.60

(f) Sidewalks along both sides of all public streets shall be constructed by the DEVELOPER, the DISTRICT, or the lot owners in accordance with the following schedule:

- (i) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits. No final Certificate of Occupancy shall be issued until such sidewalks are completed.
- (ii) All sidewalks along outlots shall be constructed with the installation of adjacent streets unless such outlot is required for a water quality basin, then such sidewalks shall be installed upon the later of the water quality basin being completed or the installation of the streets.
- (iii) In any event, all sidewalks shall be constructed upon both sides of all public streets within six (6) years of the recording of the subdivision plat.

(g) Except when otherwise specifically prohibited by law, the DISTRICT agrees to annually levy a minimum ad valorem property tax rate of eighty-eight cents (\$0.88) per one hundred dollars (\$100.00) of taxable valuation for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt. If the levy of such a minimum ad valorem property tax rate is specifically prohibited by law, then the DISTRICT agrees to levy the maximum ad valorem property tax rate allowed by law for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt.

(h) Following the construction of Post-Construction Stormwater Management BMPs, the DISTRICT shall assume the responsibility for maintaining these features. Maintenance of post-construction stormwater management features may be paid from the operating fund of the DISTRICT provided that the maintenance activities are required to maintain the water quality benefits as designed. Routine maintenance, mowing, landscaping, screening or other amenities that do not contribute to water quality shall be maintained and paid for by the DEVELOPER or the ASSOCIATION. Furthermore, upon annexation by the CITY, all maintenance

responsibilities for the water quality features and BMPs shall transfer from the DISTRICT to the ASSOCIATION.

## **SECTION 6 USE OF SEWER SYSTEM**

(a) DISTRICT shall connect its Sewer System to the wastewater sewer systems operated by the CITY pursuant to plans approved by CITY. Additional connections necessary for the Wastewater Sewers or Storm Sewers, or otherwise required by the Public Improvements shall be made in such a manner and by such means as shall be approved by the CITY.

(b) In no event shall the DISTRICT permit any person (i) to connect to or otherwise use the Sewer System; (ii) to connect any part of the Sewer System to any other sewer system (including to the CITY's sewer system or to any outfall sewer or any wastewater or sewage treatment plant lying within the zoning jurisdiction of the CITY), except as may be currently existing (and then only to the extent as may be currently existing) or as may be specifically permitted by this Agreement or the subsequent express written consent of the CITY; or (iii) to make or allow any unlawful or improper discharge into the CITY's sewer system.

(c) At the request of the CITY the DISTRICT shall permit any person to connect to the Sewer System unless then prohibited by the City of Omaha, provided, however, that the DISTRICT shall use reasonable efforts to obtain consent from the City of Omaha for such purposes. Except as provided in Section 6(d), the DISTRICT shall not be required to permit such connection except upon the payment of a duly levied connection fee calculated after giving due consideration to the Costs, maintenance and other investment of the DISTRICT to date in the Sewer System (including a proportionate share of any unrecovered costs, plus accrued interest) and additional design, engineering or maintenance costs, for the outfall line. Such proportionate share shall be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees.

(d) Notwithstanding any provision in Section 6(c), the DISTRICT shall not charge the CITY nor the owner of such real estate nor place any lien or encumbrance upon any real estate for any connections permitted by CITY to, or any persons use of, the Sewer System as may be necessary in order to permit the discharge of wastewater, sewage or storm water from any areas within the then incorporated limits of the CITY for which the CITY shall, nevertheless, have the right to collect its own fees and charges.

(e) No Sewer System, or connection thereto, allowable pursuant to this Section 6 shall be made unless an appropriate permit is first issued by and obtained from the CITY. The construction, installation and other work related to such connection or Sewer System shall be made in compliance with applicable engineering, design, construction, installation and testing rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over any such work and as otherwise may be reasonably required by the CITY.

(f) Notwithstanding any other provision of this Agreement, the CITY retains the right to immediately require the DISTRICT to disconnect the Sewer System from the CITY's sewer system or to disconnect any user from the Sewer System for any discharge in violation of any rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over the same or as may otherwise be prohibited by the CITY.

## **SECTION 7 AMENITIES**

(a) Installation of decorative streetlights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the DEVELOPER. Plans for such proposed improvements must be submitted to the CITY for review and approval prior to the installation of such improvements.

(b) DEVELOPER agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, and outlots within the area to be developed, including all decorative streetlights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the provisions of Sections 7(c) and 7(d) below are fully complied with. Upon compliance with such provisions, the association to be formed (per the terms hereof) shall be responsible for such maintenance and upkeep and DEVELOPER shall be relieved of responsibility therefor.

(c) DEVELOPER shall file with the Sarpy County Register of Deeds prior to the DEVELOPER'S sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of an incorporated lot owners' association and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of said incorporated lot owners' association.

(d) DEVELOPER shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners' association. The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the CITY prior to execution and filing.

(e) Notwithstanding any provisions herein seemingly to the contrary, the DISTRICT may install decorative streetlights at its cost, but the DEVELOPER shall pay the DISTRICT for the costs of any such decorative streetlights in excess of the costs and charges by the Omaha Public Power District for its regular and standard non-decorative streetlights. Additionally, all replacement, maintenance and upkeep expenses in connection with any such decorative streetlights, in excess of the costs and charges of the Omaha Public Power District for its regular and standard non-decorative streetlights, shall be the responsibility of and paid by the aforesaid incorporated lot owners' association.

## **SECTION 8 MISCELLANEOUS**

(a) TERMINATION OF AGREEMENT.

(i) This Agreement shall not be terminated except (1) by the written agreement among DEVELOPER, DISTRICT and CITY; (2) by CITY for any material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective as of the date specified in a written Notice of Termination provided, however, that no such Notice to Cure shall be required whenever the breach or default shall recur within 180 days of a Notice to Cure, in which event termination shall be effective as of the date specified in a written Notice of Termination; or (3) upon annexation of the DISTRICT by CITY. No termination shall relieve the DISTRICT or the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination.

(ii) The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

(b) INDEMNITY. DEVELOPER shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from and against any and all third party or CITY claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise ("Damages"), which may arise or result from, out of or in connection with (i) any material misrepresentation made by DISTRICT or DEVELOPER in this Agreement, (ii) any breach of any representation or covenant made by DEVELOPER or DISTRICT in this Agreement, (iii) any negligent or other act, error or omission of DEVELOPER or DISTRICT (including any of their respective employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be entered into by DEVELOPER or DISTRICT, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of DEVELOPER or DISTRICT in this Agreement. Notwithstanding the preceding sentence, DEVELOPER's indemnity and related obligations under (ii), (iii) and (iv) thereof in respect to Damages related to DISTRICT's conduct shall apply only in the event that the occurrence giving rise to such obligation shall occur during any period that DEVELOPER, its officers, directors or affiliates shall have, in the aggregate, sufficient voting power to elect a majority of DISTRICT's Board of Trustees; otherwise, between DEVELOPER and DISTRICT, DISTRICT shall be responsible and liable for any such indemnity or related obligation in respect to such Damages, to the extent the same shall arise from, out of, or in connection with DISTRICT's conduct.

(c) ASSIGNMENT. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY which may be withheld in CITY's sole discretion.

(d) WAIVER. A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

(e) GOVERNING LAW. This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law regulation, in which case the latter shall apply.

(f) ENTIRE AGREEMENT.

(i) This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the PARTIES. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the PARTIES, whether individually or collectively concerning the subject matter hereof.

(ii) This Agreement may be modified only by a written agreement, executed by all PARTIES; provided that the PARTIES agree, without cost to the CITY, to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto.

(iii) This Agreement shall not be construed to be a joint venture or a lease among any of the Parties. Notwithstanding the preceding sentence, whenever any provision of this Agreement has reference to a performance obligation or requirement of the DISTRICT and the DEVELOPER, such performance obligation or requirement shall be the joint and several obligation or requirement of the DISTRICT and the DEVELOPER, whether or not so stated, unless otherwise specifically stated.

(g) NOTICES, CONSENTS AND APPROVAL. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the PARTIES shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For DEVELOPER: Woodsonia Lakewood West, LLC  
Attn: Drew Snyder  
20010 Manderson Street  
Suite 101  
Omaha NE 68022

With Copy To: Thompson, Dreessen & Dorner, Inc  
Attn: Brad Huyck  
10836 Old Mill Road  
Omaha, NE 68154

For DISTRICT: Fullenkamp Jobeun Johnson & Beller, LLP  
Attn: Larry Jobeun  
11440 West Center Road  
Suite C  
Omaha NE 68144

For CITY: City Clerk  
City of Bellevue  
210 West Mission Avenue  
Bellevue, Nebraska 68005

AND

Public Works Director  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

Such address may be changed from time to time by notice to all other PARTIES.

(h) NON-DISCRIMINATION. In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) MISCELLANEOUS. Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.

(j) CAD DRAWINGS. DEVELOPER shall provide to the City Engineer along with the final plat, a complete copy of the CAD Drawings of the area to be developed, showing all lots, blocks, and water and sewer system improvements. Such CAD Drawings shall be in AutoCAD.

(k) VIOLATIONS. As a result of any violation of this Subdivision Agreement, the CITY shall have the authority, after first giving ten (10) days written notice to the DEVELOPER and/or the DISTRICT, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the DISTRICT, until such time as the violation is corrected.

(l) PERMIT. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.

**[Remainder of Page Left Intentionally Blank; Execution Page Follows.]**

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE

\_\_\_\_\_

By \_\_\_\_\_

City Clerk

Mayor

Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City of Bellevue

ATTEST:

SANITARY & IMPROVEMENT DISTRICT  
NO. 365 OF SARPY COUNTY, NEBRASKA

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Sanitary and Improvement  
District No. 365 of Sarpy County, Nebraska

Woodsonia Lakewood West, LLC, a Nebraska limited liability company,  
By: March 13, 2013, LLC, a Nebraska limited liability company,  
Its: Manager:

By: \_\_\_\_\_  
Drew Snyder, Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Developer

## SUBDIVISION AGREEMENT EXHIBITS

EXHIBIT A	FINAL PLAT
EXHIBIT B	PAVING PLAN
EXHIBIT B-1	GENERAL OBLIGATION PAVING PLAN
EXHIBIT C	SANITARY SEWER PLAN
EXHIBIT C-1	SANITARY CALCULATIONS
EXHIBIT D	SOURCE AND USE OF FUNDS (SUF)
EXHIBIT E	SEDIMENT AND EROSION
EXHIBIT F	STORM SEWER PLAN
EXHIBIT F-1	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN

RECEIVED

APR 19 2022

PLANNING DEPT.

LAKWOOD WEST
LOTS 1 THRU 191 AND OUTLOTS "A" THRU "H"

BEING A PART OF THE 1/4 SECTION 14 TOWNSHIP 14 NORTH RANGE 14 WEST COUNTY OF SARASOTA FLORIDA

SECTION 14 TOWNSHIP 14 NORTH RANGE 14 WEST
SECTION 14 TOWNSHIP 14 NORTH RANGE 14 WEST



LEGEND
\* \* \* \* \*
\*\* \* \* \* \*

NOTES
1. NO DIRECT ACCESS TO HIGHWAY 370 SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS
2. ALL DIMENSIONS SHALL BE IN FEET UNLESS NOTED OTHERWISE
3. NO DIMENSIONS ARE NECESSARY UNLESS NOTED OTHERWISE

Table with 2 columns: Requirement and Value. Includes rows for Minimum Building Requirements, Minimum Zoning Requirements, Minimum Roving Requirements, Minimum Setback Requirements, Minimum Frontal Setback, Minimum Side Setback, Minimum Rear Setback, Minimum Front Setback, Minimum Side Setback, and Minimum Rear Setback.

Table with 2 columns: Lot # and Square Feet. Lists lots 1 through 191 and their corresponding square footages.

Table with 2 columns: Lot # and Square Feet. Lists lots 1 through 191 and their corresponding square footages.

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE MADE A RECONSTRUCTION SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT THE DIMENSIONS AND BEARING THEREON HAVE BEEN FOUND TO CORRESPOND TO THE ORIGINAL SURVEY AND THAT THE DIMENSIONS AND BEARING THEREON HAVE BEEN FOUND TO CORRESPOND TO THE ORIGINAL SURVEY AND THAT THE DIMENSIONS AND BEARING THEREON HAVE BEEN FOUND TO CORRESPOND TO THE ORIGINAL SURVEY...



THOMPSON, DRESSER & DARNER, INC.
10336 Old Mill Rd
Omaha, NE 68154
p:402.330.8660 f:402.330.5666
td2.com

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA
I, THE FOREGOING DECLARATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF MARCH 2022 BY ANANDA SUGEDIA, VICE PRESIDENT OF ACCESS BANK A NEBRASKA STATE BANK ON BEHALF OF SAID BANK.

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA
I, THE FOREGOING DECLARATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF MARCH 2022 BY ANANDA SUGEDIA, VICE PRESIDENT OF ACCESS BANK A NEBRASKA STATE BANK ON BEHALF OF SAID BANK.

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA
I, THE FOREGOING DECLARATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF MARCH 2022 BY ANANDA SUGEDIA, VICE PRESIDENT OF ACCESS BANK A NEBRASKA STATE BANK ON BEHALF OF SAID BANK.

SARASOTA COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I HAVE RECEIVED AND PAID TO THE COUNTY TREASURER THE AMOUNT OF \$0.00 IN TAXES DUE ON THE PROPERTY DESCRIBED IN THE FOREGOING DECLARATION AND RECORDED IN THE PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS DAY OF MARCH 2022.

APPROVAL FOR BELLEVUE PLANNING COMMISSION
THIS PLAN OF LAKWOOD WEST WAS APPROVED AND ACCEPTED BY THE BELLEVUE PLANNING COMMISSION ON THIS DAY OF MARCH 2022 BY ANANDA SUGEDIA, VICE PRESIDENT OF ACCESS BANK A NEBRASKA STATE BANK ON BEHALF OF SAID BANK.

APPROVAL OF BELLEVUE CITY COUNCIL
THIS PLAN OF LAKWOOD WEST WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS DAY OF MARCH 2022 BY ANANDA SUGEDIA, VICE PRESIDENT OF ACCESS BANK A NEBRASKA STATE BANK ON BEHALF OF SAID BANK.



thompson, dresser & danner, inc.
10336 Old Mill Rd
Omaha, NE 68154
p:402.330.8660 f:402.330.5666
td2.com

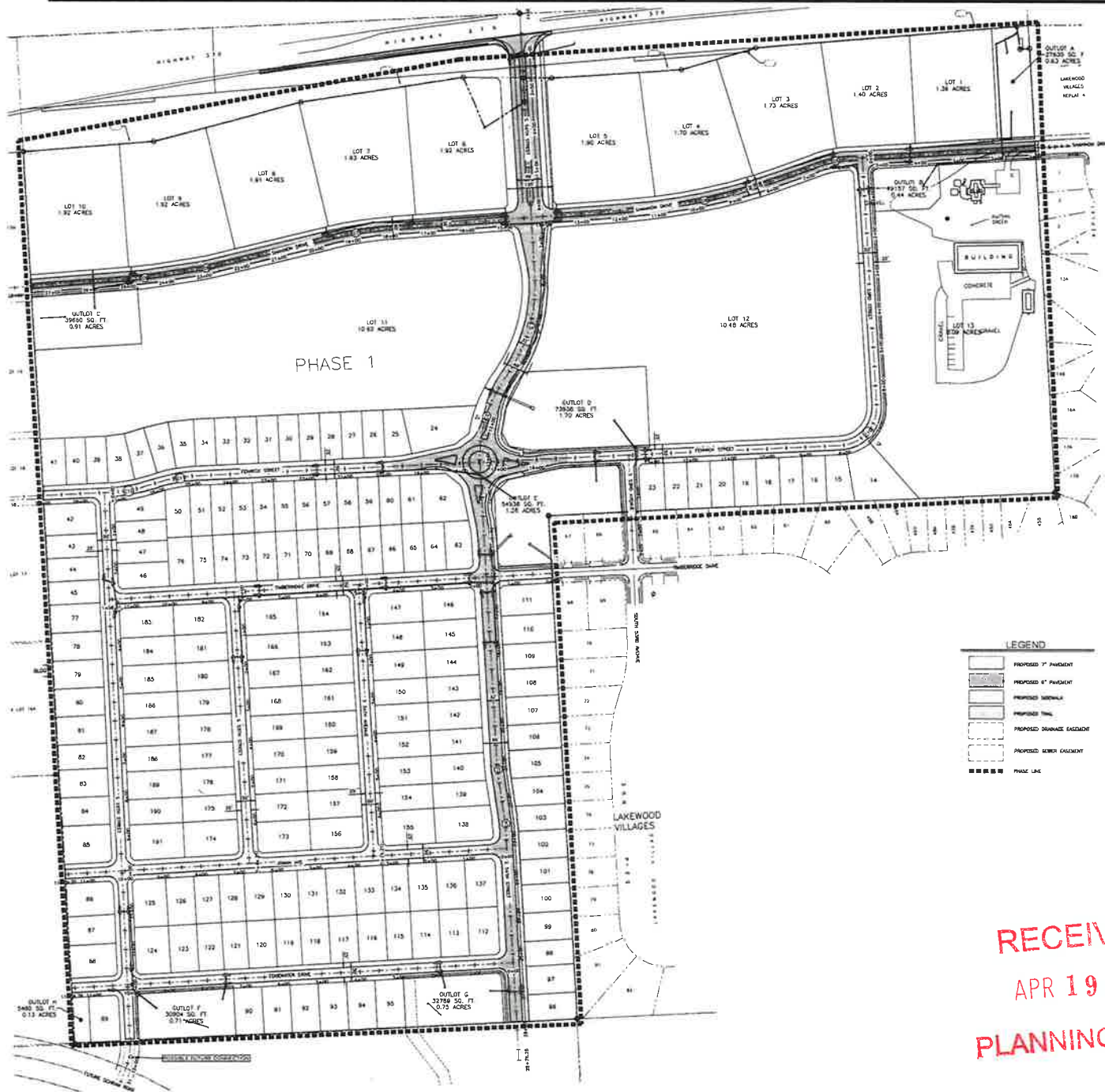
LAKWOOD WEST
LOTS 1 - 191, INCLUSIVE & OUTLOTS
A - H, INCLUSIVE



Table with 2 columns: Name and Address. Lists names and addresses of individuals involved in the project, including Ananda Sugedia and Susan Welter.

CITY OF BELLEVUE
FINAL PLAT

Sheet Number



# LAKWOOD WEST

LOTS 1 THROUGH 191 AND  
OUTLOTS A THROUGH H  
SARPY COUNTY, NEBRASKA



VICINITY MAP

**SUBVIDER**

WOODSONIA REAL ESTATE, INC.  
10836 Old Mill Rd  
Omaha, NE 68154  
PHONE: 402-330-8860

**ENGINEER**

THOMPSON, DRESSER & DORNER, INC.  
10836 Old Mill Rd  
Omaha, NE 68154  
PHONE: 402-330-8860

**LEGAL DESCRIPTION**

LOTS 1 THROUGH 191 AND OUTLOTS A-H, BEING A PLATTING OF  
THE E 1/2 OF THE SW 1/4 OF SECTION 25, 114N 10W,  
TOGETHER WITH THE NW 1/4 OF THE SE 1/4 OF SECTION 31,  
114N 10W OF THE 6TH P.M.S. SARPY COUNTY, NEBRASKA.

**NOTES**

1. DEDICATED ZONING IS AS PROPOSED ZONING FOR LOTS 1 THROUGH 10 AND OUTLOTS A AND B. LOTS 11-13 AND OUTLOTS C AND D ARE ZONED WITH A 10' OVERLAY. LOT 13 IS IN LOTS 14 THROUGH 16 AND 17, 18, AND LOTS 19 THROUGH 21 AND OUTLOTS E AND F. LOTS 22 THROUGH 24 AND OUTLOTS G AND H ARE ZONED WITH THE NW 1/4 OF THE SE 1/4 OF SECTION 31, 114N 10W OF THE 6TH P.M.S. SARPY COUNTY, NEBRASKA.
2. EXISTING AND PROPOSED CONDUITS ARE SHOWN AS 2" APERTURE. NOTES AND LOG SHALL BE PROVIDED BY THE NEBRASKA UTILITIES DISTRICT.
3. UTILITY SHALL BE PROVIDED FROM THE GENERAL PUBLIC POWER DISTRICT. UTILITY UTILITIES SHALL BE PROVIDED BY THE FINAL PLAT. PROVISION FOR ALL UTILITIES SERVING RESIDENTIAL LOTS WILL BE 20' WIDE. FROM THIS P.L.C. PROPERTY. STREETS SERVING COMMERCIAL/MULTIFAMILY LOTS WILL BE 20' WIDE. WHICH THEN P.L.C. PARCELS. 1/4" OF STREET WILL BE 20' WIDE. FROM UP TO 40' WIDE. 2" HIGH TRUCK P.C.C. PAVEMENT. NO OBJECT ACCESS TO HIGHWAY SHOULDER SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.
4. OUTLOTS A THROUGH H WILL PROVIDE ADJUT AND DRAINAGE SPACE FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY LAKWOOD WEST HOMEOWNERS ASSOCIATION.



**LEGEND**

- PROPOSED 7" PAVEMENT
- PROPOSED 6" PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED TRAIL
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SEWER EASEMENT
- PHASE LINE

**Curve Table Alignments**

CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C1	249.81	27.34	10.10	128.21
C2	249.81	27.34	10.10	128.21
C3	249.81	27.34	10.10	128.21
C4	249.81	27.34	10.10	128.21
C5	249.81	27.34	10.10	128.21
C6	249.81	27.34	10.10	128.21
C7	249.81	27.34	10.10	128.21
C8	249.81	27.34	10.10	128.21
C9	249.81	27.34	10.10	128.21
C10	249.81	27.34	10.10	128.21
C11	249.81	27.34	10.10	128.21
C12	249.81	27.34	10.10	128.21

RECEIVED  
APR 19 2022  
PLANNING DEPT.



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

Lakewood West

Woodsonia Real Estate

Drawn By MEM Reviewed By BPH  
20076 2066-13 Date: 10-15-21

Paving Plan

Exhibit B



# LAKWOOD WEST

LOTS 1 THROUGH 191 AND  
OUTLOTS A THROUGH H  
SARPY COUNTY, NEBRASKA

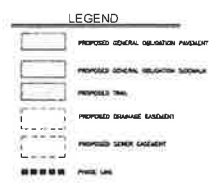


**SUBDIVIDER**  
WOODSONIA REAL ESTATE, INC  
2010 MANAGER STREET  
ELKHORN, NE 68022

**ENGINEER**  
THOMPSON, DRESSEN & DORNER  
UNIVERSITY HILL ROAD  
OMAHA, NEBRASKA 68154  
PHONE: 402-330-8860

**LEGAL DESCRIPTION**  
LOTS 1 THROUGH 191 AND OUTLOTS A-H, BEING A PLATTING OF THE S 1/2 OF THE SW 1/4 OF SECTION 21, T14N, R13E, TOGETHER WITH THE NW 1/4 OF THE SW 1/4 OF SECTION 31, T14N, R13E OF THE 5th P.A., SARPY COUNTY, NEBRASKA.

- NOTES**
- EXISTING SHOWS AS SHOWN. ENGINEER HAS REVIEWED THE LOTS 1 THROUGH 191 AND OUTLOTS A-H AND IS NOT RESPONSIBLE FOR ANY ERRORS IN THE RECORD PLAT OR ANY OTHER RECORD PLAT OR INSTRUMENTS WHICH MAY BE AFFECTED BY THIS RECORD PLAT.
  - ALL LOTS ARE TO BE CONVEYED WITH THE FINAL PLAT.
  - THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER RECORD PLAT OR INSTRUMENTS WHICH MAY BE AFFECTED BY THIS RECORD PLAT.
  - THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER RECORD PLAT OR INSTRUMENTS WHICH MAY BE AFFECTED BY THIS RECORD PLAT.
  - THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER RECORD PLAT OR INSTRUMENTS WHICH MAY BE AFFECTED BY THIS RECORD PLAT.



Curve Table - Alignments

CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C1	485.00	283.81	38° 18' 52"	129.82
C2	294.00	239.16	38° 18' 52"	129.82
C3	336.00	189.82	18° 30' 30"	70.89
C4	345.00	189.82	18° 30' 30"	70.89
C5	336.00	189.82	18° 30' 30"	70.89
C6	1185.00	408.12	18° 30' 30"	205.47
C7	1185.00	408.12	18° 30' 30"	205.47
C8	345.00	189.82	18° 30' 30"	70.89
C9	345.00	189.82	18° 30' 30"	70.89
C10	1185.00	408.12	18° 30' 30"	205.47
C11	1185.00	408.12	18° 30' 30"	205.47
C12	485.00	283.81	38° 18' 52"	129.82

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**TD2**  
engineering & surveying

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

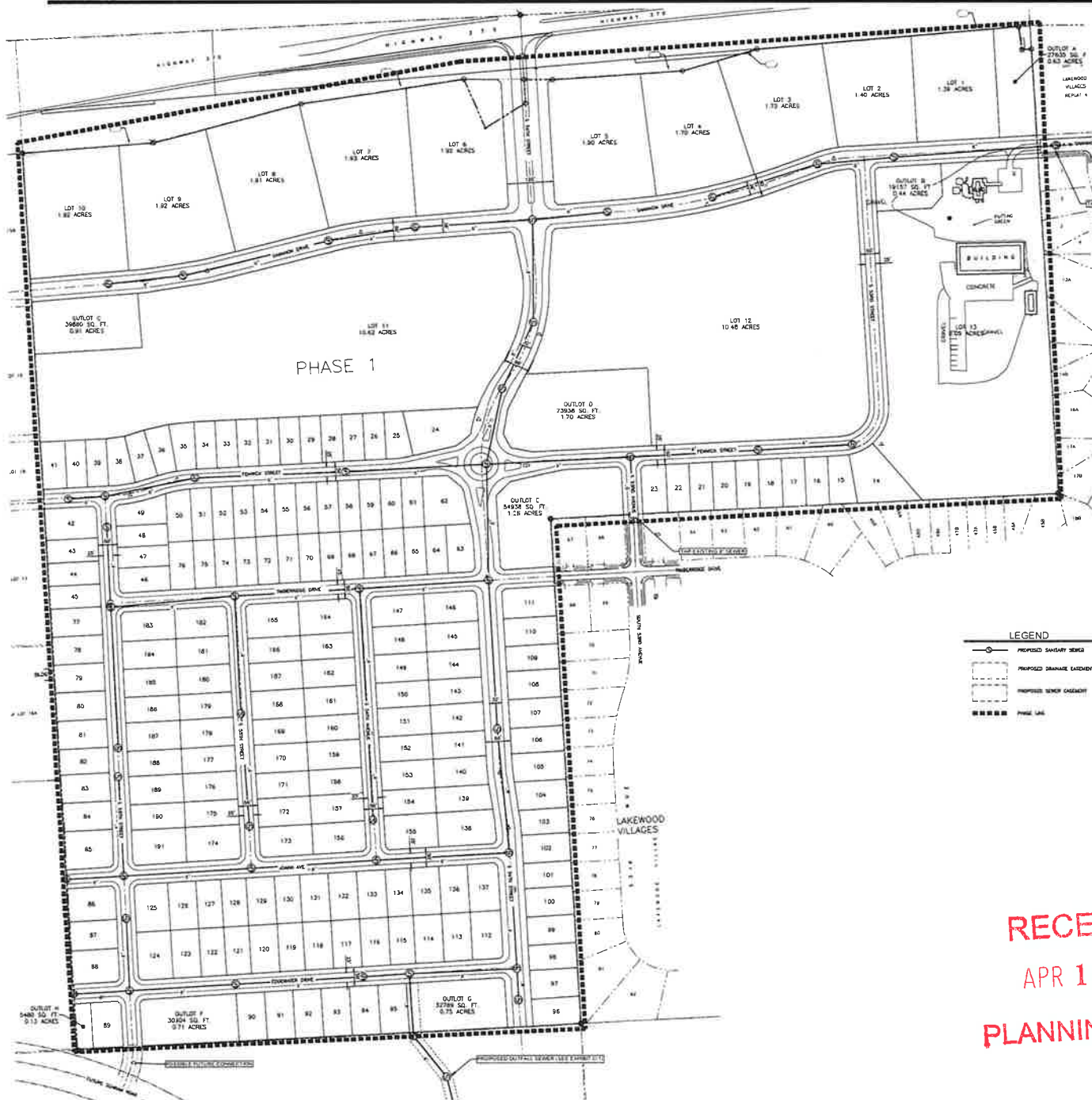
Lakewood West

Woodsonia Real Estate

Drawn By MEM Reviewed By BPH  
Job No 2069-127 Date 10-15-21

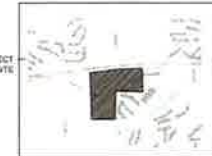
General Obligation Paving Plan

Exhibit B-1



# LAKWOOD WEST

LOTS 1 THROUGH 191 AND  
OUTLOTS A THROUGH H  
SARPY COUNTY, NEBRASKA



VICINITY MAP

**SUBDIVIDER**  
WOODSONIA REAL ESTATE, INC.  
2000 WOODSONIA STREET  
DURHAM, NC 27820

**ENGINEER**  
THOMPSON, DRESSER & DORR  
1000 OLD MILL ROAD  
DURHAM, NEBRASKA 68504  
PHONE: 402-330-8800

**LEGAL DESCRIPTION**  
LOTS 1 THROUGH 191 AND OUTLOTS A-H BEING A PLATING OF THE 1/2 OF THE SW 1/4 OF SECTION 21, T14N, R12E, TOGETHER WITH THE SW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R12E OF THE SW 1/4, SARPY COUNTY, NEBRASKA.

- NOTES**
- EXISTING STREETS ARE AS SHOWN EXCEPT FOR LOTS 1 THROUGH 191 AND OUTLOTS A-H WHICH ARE SHOWN AS 12' TO 14' WIDE AND 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL OTHER STREETS ARE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE CONCRETE WITH 4" ASPHALT SURFING. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.
  - EXISTING AND PROPOSED CONCRETE AND ASPHALT SURFING ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.
  - EXISTING AND PROPOSED CONCRETE AND ASPHALT SURFING ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.
  - EXISTING AND PROPOSED CONCRETE AND ASPHALT SURFING ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.
  - EXISTING AND PROPOSED CONCRETE AND ASPHALT SURFING ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.
  - EXISTING AND PROPOSED CONCRETE AND ASPHALT SURFING ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.
  - EXISTING AND PROPOSED CONCRETE AND ASPHALT SURFING ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.
  - EXISTING AND PROPOSED CONCRETE AND ASPHALT SURFING ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.
  - EXISTING AND PROPOSED CONCRETE AND ASPHALT SURFING ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.
  - EXISTING AND PROPOSED CONCRETE AND ASPHALT SURFING ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS. ALL STREETS ARE TO BE 12' TO 14' WIDE WITH 4' SIDEWALKS.



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**APR 19 2022**  
**PLANNING DEPT.**



thompson, dressen & dorr, inc.  
10836 Old Mill Rd  
Durham, NE 68514  
p. 402.330.8800 www.td2co.com

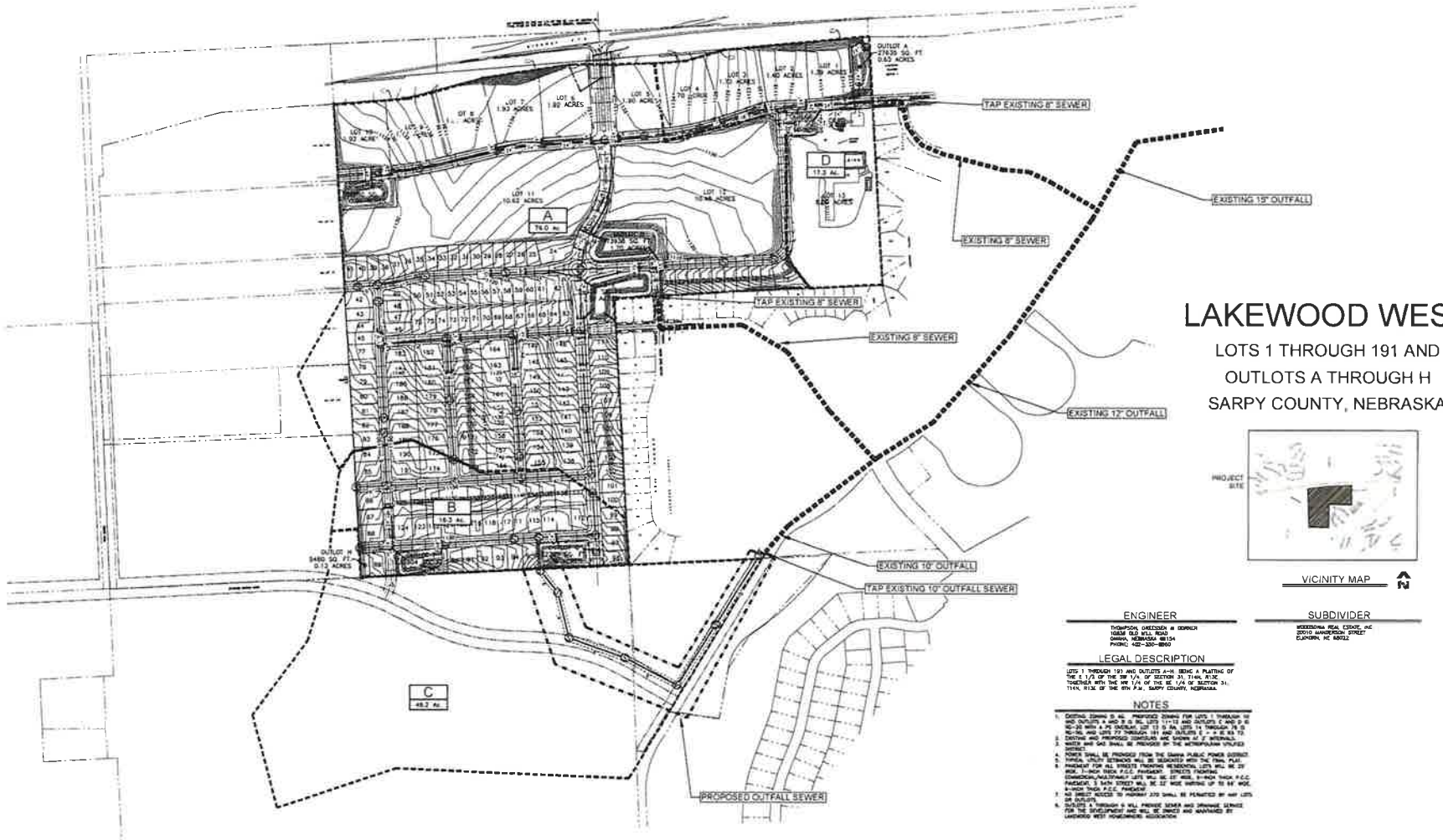
Lakewood West

Woodsonia Real Estate

Drawn By: MEM Reviewed By: BPH  
Job No: 2020-123 Date: 10-15-21

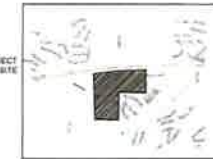
Sanitary Sewer Plan

Exhibit C



**LAKWOOD WEST**  
LOTS 1 THROUGH 191 AND  
OUTLOTS A THROUGH H  
SARPY COUNTY, NEBRASKA

Woodsonia Real Estate



VICINITY MAP

**ENGINEER**  
Thompson, Dressner & Dorner, Inc.  
19035 Oak Lake Rd  
Omaha, Nebraska 68154  
Phone: 402-330-8860

**SUBDIVIDER**  
WOODSONIA REAL ESTATE, INC.  
2210 HARVARD STREET  
CLARKSON, NE 68022

**LEGAL DESCRIPTION**  
LOTS 1 THROUGH 191 AND OUTLOTS A-H, BEING A PLATING OF THE S 1/4 OF THE SW 1/4 OF SECTION 31, T14N, R13E OF THE SW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

- NOTES**
1. General Notes to be referenced through this plat. The plat is subject to all applicable laws, ordinances, rules and regulations of the State of Nebraska and Sarpy County, Nebraska, and all other laws, rules and regulations that may apply to the project.
  2. All easements and encroachments shall be shown as of the date of this plat. The plat is subject to all easements and encroachments shown on the plat.
  3. All easements and encroachments shall be shown as of the date of this plat. The plat is subject to all easements and encroachments shown on the plat.
  4. All easements and encroachments shall be shown as of the date of this plat. The plat is subject to all easements and encroachments shown on the plat.
  5. All easements and encroachments shall be shown as of the date of this plat. The plat is subject to all easements and encroachments shown on the plat.
  6. All easements and encroachments shall be shown as of the date of this plat. The plat is subject to all easements and encroachments shown on the plat.
  7. All easements and encroachments shall be shown as of the date of this plat. The plat is subject to all easements and encroachments shown on the plat.
  8. All easements and encroachments shall be shown as of the date of this plat. The plat is subject to all easements and encroachments shown on the plat.
  9. All easements and encroachments shall be shown as of the date of this plat. The plat is subject to all easements and encroachments shown on the plat.
  10. All easements and encroachments shall be shown as of the date of this plat. The plat is subject to all easements and encroachments shown on the plat.

COMPUTATION FORM		SARPY COUNTY, NEBRASKA										
MANITARY 10/18/19 BY 11/14/2018		Thompson, Dressner & Dorner, Inc. 19035 Oak Lake Rd Omaha, Nebraska 68154 Phone: 402-330-8860										
Project Name: LAKWOOD WEST		City of Sarpy, Nebraska										
Sheet No: 1 of 1		Scale: AS SHOWN										
Date: 11/14/2018		City Engineer: [Signature]										
Station	Inlet	Outlet	Flow	Velocity	Depth	Width	Area	Perimeter	Hydraulic Radius	Man. Slope	Grade Slope	Comments
1+00	1+00	1+00	1.00	2.00	1.50	3.00	4.50	6.00	1.50	0.001	0.005	
1+50	1+50	1+50	2.00	4.00	3.00	6.00	9.00	3.00	0.001	0.005		
2+00	2+00	2+00	4.00	8.00	6.00	12.00	18.00	6.00	0.001	0.005		
2+50	2+50	2+50	8.00	16.00	12.00	24.00	36.00	12.00	0.001	0.005		
3+00	3+00	3+00	16.00	32.00	24.00	48.00	72.00	24.00	0.001	0.005		
3+50	3+50	3+50	32.00	64.00	48.00	96.00	144.00	48.00	0.001	0.005		
4+00	4+00	4+00	64.00	128.00	96.00	192.00	288.00	96.00	0.001	0.005		
4+50	4+50	4+50	128.00	256.00	192.00	384.00	576.00	192.00	0.001	0.005		
5+00	5+00	5+00	256.00	512.00	384.00	768.00	1152.00	384.00	0.001	0.005		
5+50	5+50	5+50	512.00	1024.00	768.00	1536.00	2304.00	768.00	0.001	0.005		
6+00	6+00	6+00	1024.00	2048.00	1536.00	3072.00	4608.00	1536.00	0.001	0.005		
6+50	6+50	6+50	2048.00	4096.00	3072.00	6144.00	9216.00	3072.00	0.001	0.005		
7+00	7+00	7+00	4096.00	8192.00	6144.00	12288.00	18432.00	6144.00	0.001	0.005		
7+50	7+50	7+50	8192.00	16384.00	12288.00	24576.00	36864.00	12288.00	0.001	0.005		
8+00	8+00	8+00	16384.00	32768.00	24576.00	49152.00	73728.00	24576.00	0.001	0.005		
8+50	8+50	8+50	32768.00	65536.00	49152.00	98304.00	147456.00	49152.00	0.001	0.005		
9+00	9+00	9+00	65536.00	131072.00	98304.00	196608.00	294912.00	98304.00	0.001	0.005		
9+50	9+50	9+50	131072.00	262144.00	196608.00	393216.00	587824.00	196608.00	0.001	0.005		
10+00	10+00	10+00	262144.00	524288.00	393216.00	786432.00	1172640.00	393216.00	0.001	0.005		
10+50	10+50	10+50	524288.00	1048576.00	786432.00	1572864.00	2359296.00	786432.00	0.001	0.005		
11+00	11+00	11+00	1048576.00	2097152.00	1572864.00	3145728.00	4718592.00	1572864.00	0.001	0.005		
11+50	11+50	11+50	2097152.00	4194304.00	3145728.00	6291456.00	9437184.00	3145728.00	0.001	0.005		
12+00	12+00	12+00	4194304.00	8388608.00	6291456.00	12582912.00	18874368.00	6291456.00	0.001	0.005		
12+50	12+50	12+50	8388608.00	16777216.00	12582912.00	25165824.00	37748736.00	12582912.00	0.001	0.005		
13+00	13+00	13+00	16777216.00	33554432.00	25165824.00	50331648.00	75501472.00	25165824.00	0.001	0.005		
13+50	13+50	13+50	33554432.00	67108864.00	50331648.00	100663296.00	151002944.00	50331648.00	0.001	0.005		
14+00	14+00	14+00	67108864.00	134217728.00	100663296.00	201326592.00	302005888.00	100663296.00	0.001	0.005		
14+50	14+50	14+50	134217728.00	268435456.00	201326592.00	402653184.00	603931776.00	201326592.00	0.001	0.005		
15+00	15+00	15+00	268435456.00	536870912.00	402653184.00	805306368.00	1207863552.00	402653184.00	0.001	0.005		
15+50	15+50	15+50	536870912.00	1073741824.00	805306368.00	1610612736.00	2415727104.00	805306368.00	0.001	0.005		
16+00	16+00	16+00	1073741824.00	2147483648.00	1610612736.00	3221225472.00	4831454208.00	1610612736.00	0.001	0.005		
16+50	16+50	16+50	2147483648.00	4294967296.00	3221225472.00	6442450944.00	9662908416.00	3221225472.00	0.001	0.005		
17+00	17+00	17+00	4294967296.00	8589934592.00	6442450944.00	12884901888.00	19325816832.00	6442450944.00	0.001	0.005		
17+50	17+50	17+50	8589934592.00	17179869184.00	12884901888.00	25769803776.00	38651633664.00	12884901888.00	0.001	0.005		
18+00	18+00	18+00	17179869184.00	34359738368.00	25769803776.00	51539607552.00	77303267328.00	25769803776.00	0.001	0.005		
18+50	18+50	18+50	34359738368.00	68719476736.00	51539607552.00	103079215104.00	154606534656.00	51539607552.00	0.001	0.005		
19+00	19+00	19+00	68719476736.00	137438953472.00	103079215104.00	206158430208.00	309213069312.00	103079215104.00	0.001	0.005		
19+50	19+50	19+50	137438953472.00	274877906944.00	206158430208.00	412316860416.00	618426138624.00	206158430208.00	0.001	0.005		
20+00	20+00	20+00	274877906944.00	549755813888.00	412316860416.00	824633720832.00	1236852277248.00	412316860416.00	0.001	0.005		
20+50	20+50	20+50	549755813888.00	1099511627776.00	824633720832.00	1649267441664.00	2473704554496.00	824633720832.00	0.001	0.005		
21+00	21+00	21+00	1099511627776.00	2199023255552.00	1649267441664.00	3298534883328.00	4947409108992.00	1649267441664.00	0.001	0.005		
21+50	21+50	21+50	2199023255552.00	4398046511104.00	3298534883328.00	6597069766656.00	9894818217984.00	3298534883328.00	0.001	0.005		
22+00	22+00	22+00	4398046511104.00	8796093022208.00	6597069766656.00	13194139533312.00	19789636435968.00	6597069766656.00	0.001	0.005		
22+50	22+50	22+50	8796093022208.00	17592186044416.00	13194139533312.00	26388279066624.00	39579272871936.00	13194139533312.00	0.001	0.005		
23+00	23+00	23+00	17592186044416.00	35184372088832.00	26388279066624.00	52776558133248.00	79158545743872.00	26388279066624.00	0.001	0.005		
23+50	23+50	23+50	35184372088832.00	70368744177664.00	52776558133248.00	105553116266496.00	158317091487744.00	52776558133248.00	0.001	0.005		
24+00	24+00	24+00	70368744177664.00	140737488355328.00	105553116266496.00	211106232532992.00	316634182975488.00	105553116266496.00	0.001	0.005		
24+50	24+50	24+50	140737488355328.00	281474976710656.00	211106232532992.00	422212465065984.00	633268365950976.00	211106232532992.00	0.001	0.005		
25+00	25+00	25+00	281474976710656.00	562949953421312.00	422212465065984.00	844424930131968.00	1266536731901952.00	422212465065984.00	0.001	0.005		
25+50	25+50	25+50	562949953421312.00	1125899906842624.00	844424930131968.00	1688849860263936.00	2533073463803904.00	844424930131968.00	0.001	0.005		
26+00	26+00	26+00	1125899906842624.00	2251799813685248.00	1688849860263936.00	3377699720527872.00	5066146927607808.00	1688849860263936.00	0.001	0.005		
26+50	26+50	26+50	2251799813685248.00	4503599627370496.00	3377699720527872.00	6755399441055744.00	10132293855215616.00	3377699720527872.00	0.001	0.005		
27+00	27+00	27+00	4503599627370496.00	9007199254740992.00	6755399441055744.00	13510798882111488.00	20264587710431232.00	6755399441055744.00	0.001	0.005		
27+50	27+50	27+50	9007199254740992.00	18014398509481984.00	13510798882111488.00	27021597764222976.00	40529175420862464.00	13510798882111488.00	0.001	0.005		
28+00	28+00	28+00	18014398509481984.00	36028797018963968.00	27021597764222976.00	54043195528445952.00	81058350841724928.00	27021597764222976.00	0.001	0.005		
28+50	28+50	28+50	36028797018963968.00	72057594037927936.00	54043195528445952.00	108086391056891904.00	162116701683449856.00	54043195528445952.00	0.001	0.005		
29+00	29+00	29+00	72057594037927936.00	144115188075855872.00	108086391056891904.00	216172782113783808.00	324233403366899712.00	108086391056891904.00	0.001	0.005		
29+50	29+50	29+50	144115188075855872.00	288230376151711744.00	216172782113783808.00	432345564227567616.00	648466806733799424.00	216172782113783808.00	0.001	0.005		
30+00	30+00	30+00	288230376151711744.00	576460752303423488.00	432345564227567616.00	864691128455135232.00	1296933613467598848.00	432345564227567616.00	0.001	0.005		
30+50	30+50	30+50	576460752303423488.00	1152921504606846976.00	864691128455135232.00	1729382256910270464.00	2593867226935197696.00	864691128455135232.00	0.001	0.005		

Exhibit D

Name of Addition

**Lakewood West Phase 1**

SID # **365**

**Source and Use of Funds:** (Provide a separate sheet for the preliminary plat and for each final plat phase.)

	Quantity	Proposed Improvements Construction	Total <sup>1</sup> Cost	General Obligation	Special Assessed	Financing <sup>2</sup> Reimbursable	Private
Storm Sewer							
Storm Sewer	6,690	LF	\$1,454,200	\$2,030,800	\$2,030,800		
PCSMP Land Acq.	6.33	AC	\$292,800	\$351,400	\$351,400		
Sanitary Sewer							
Interior	17,890	LF	\$1,346,700	\$1,880,700		\$1,880,700	
Outfall	1,700	LF	\$151,900	\$212,100	\$212,100		
Paving							
Interior	23,840	SY	\$3,423,700	\$4,781,200	\$1,596,600	\$3,184,600	
Hwy 370 Turn Lane	1,833	SY	\$203,600	\$284,300	\$284,300		
HWY 370 TS	1	LS	\$420,000	\$579,600	\$579,600	\$289,800 <sup>4</sup>	
NDOT Acquisition	1	LS	\$50,000	\$60,000	\$60,000		
Sidewalk							
Interior	1,460	SY	\$162,400	\$226,700	\$226,700		
54th St. Trail	2,122	SY	\$146,300	\$204,400	\$204,400 <sup>5</sup>		
City Review Fee	1	LS	\$76,100	\$91,400	\$91,400		
Water							
Pioneer Fee	1	LS	\$400,000	\$470,400	\$470,400		
Interior	1	LS	\$1,379,000	\$1,708,600		\$1,708,600	
Gas							
Interior		LS					
Electricity <sup>3</sup>	191	Lot	\$458,200	\$567,700	\$567,700		
Developer G.O. Contribution	1	LS				\$1,725,000 <sup>6</sup>	
<b>Total</b>			<b>\$9,964,900</b>	<b>\$13,449,300</b>	<b>\$6,107,700</b>	<b>\$7,341,600</b>	<b>\$2,014,800</b>

<sup>1</sup> Total cost includes engineering fees and administrative fees

<sup>2</sup> Attach a statement of assumptions as basis for preliminary projections.

<sup>3</sup> Indicate any need to relocate on or off-site lines.

<sup>4</sup> 50% Reimbursable by adjacent property to the North

<sup>5</sup> 54th Street Trail beyond the typical 5' width adjacent to developable lots shall be General Obligation

<sup>6</sup> Developer Contribution to the SID in Lieu of Lots 11 and 12 being within the District Boundary

<sup>7</sup> SID 365 payment to NDOT for Unrestricted Access at 54th Street

G.O. Debt Less Reimbursement

\$ 4,092,900

Valuation

\$ 81,125,250

Debt Ratio

5.05%

Date

March 29, 2022

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PLANNING DEPT.





**LAKWOOD WEST**  
 LOTS 1 THROUGH 191 AND  
 OUTLOTS A THROUGH H  
 SARPY COUNTY, NEBRASKA



**SUBDIVIDER**  
 WOODSONIA REAL ESTATE, INC.  
 2075 WOODSONIA STREET  
 ELIZABETH, NE 68532

**ENGINEER**  
 THOMPSON DREYERSON & DORMER  
 1000 15TH AVE. S.W.  
 OMAHA, NEBRASKA 68134  
 PHONE: 402-330-8860

**LEGAL DESCRIPTION**  
 LOTS 1 THROUGH 191 AND OUTLOTS A-H, BEING A PLATTING OF  
 THE E 1/2 OF THE SW 1/4 OF SECTION 31, T14N, R15E,  
 TOGETHER WITH THE SW 1/4 OF THE SE 1/4 OF SECTION 31,  
 T14N, R15E OF THE 8TH P.M., SARPY COUNTY, NEBRASKA.

- NOTES**
1. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 1 THROUGH 191 AND OUTLOTS A-H. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  2. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 192 THROUGH 199 AND OUTLOTS I-H. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  3. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 200 THROUGH 207 AND OUTLOTS J-K. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  4. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 208 THROUGH 215 AND OUTLOTS L-M. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  5. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 216 THROUGH 223 AND OUTLOTS N-O. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  6. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 224 THROUGH 231 AND OUTLOTS P-Q. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  7. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 232 THROUGH 239 AND OUTLOTS R-S. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  8. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 240 THROUGH 247 AND OUTLOTS T-U. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  9. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 248 THROUGH 255 AND OUTLOTS V-W. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  10. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 256 THROUGH 263 AND OUTLOTS X-Y. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  11. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 264 THROUGH 271 AND OUTLOTS Z-AA. SEE NOTES 11-12 AND VILLAGES 11 AND 12.
  12. EXISTING STORM SEWER TO BE RECONSTRUCTED FOR LOTS 272 THROUGH 279 AND OUTLOTS AB-AC. SEE NOTES 11-12 AND VILLAGES 11 AND 12.

**LEGEND**

- PROPOSED STORM SEWER
- PROPOSED DRAINAGE CULVERT
- - - - PROPOSED SEWER CULVERT
- PHASE LINE



**RECEIVED**  
**APR 19 2022**  
**PLANNING DEPT.**



Thompson Dreyerson & Dormer, Inc.  
 10030 Old Mill Rd  
 Omaha, NE 68154  
 p 402 330 8860 www.td2co.com

Lakewood West

Woodsonia Real Estate

Drawn By: MCM Reviewed By: BFM  
 Job No: 2020-123 Date: 10-13-21

Storm Sewer Plan

Exhibit F



RECEIVED

APR 25 2022

PLANNING DEPT.

## SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and among WOODSONIA LAKEWOOD WEST, LLC, a Nebraska limited liability company ("DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 365 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision ("DISTRICT"), and THE CITY OF BELLEVUE, a municipal corporation of the first class ("CITY").

### WITNESSETH:

WHEREAS, DEVELOPER is the contract purchaser or owner of the real property situated within the Development Area (as defined in Section 1); and

WHEREAS, DISTRICT and DEVELOPER desire to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the Development Area is outside the incorporated limits of the CITY but within the CITY's zoning jurisdiction.

WHEREAS the Development Area will be developed in one (1) phase.

NOW, THEREFORE, in consideration of the premises, the PARTIES agree as follows:

### SECTION 1 DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) "Benefitted Property" shall mean any parcel or lot within the Development Area which, as of the Effective Date, may actually be used as a buildable lot.

(b) "Cost" shall mean all construction costs, engineering fees, design fees, attorneys' fees, testing expenses, publication costs, financing costs (which shall include all warrant fees and bond fees, and interest on warrants to date of levy of special assessments), the administrative costs incurred by DISTRICT by application of Section 5(c) and all other related or miscellaneous costs or expenses directly incurred by DEVELOPER or DISTRICT in connection with Public Improvements.

(c) "Dedicated Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit B.

(d) "Development Area" shall mean the real property situated within the area identified or depicted on Exhibit A.

(e) "General Obligation" shall mean any indebtedness for Public Improvements which is not required by law or this Agreement to be specially assessed against Benefited Property.

(f) "Party" shall mean CITY, DEVELOPER or DISTRICT, individually, and "Parties" shall mean the CITY, DEVELOPER and DISTRICT, collectively.

(h) "Plat" shall mean the Final Plat of Lakewood West, Lots 1 thru 191, inclusive, and Outlots "A" through "H", approved by the City Council for the CITY on \_\_\_\_\_, 2022, subject to any conditions expressly provided for at such time or in this Agreement.

(i) "Public Improvements" shall mean:

(i) All Dedicated Streets (including that portion of any "T" intersection abutting any buildable lot or parcel and Street Intersections) identified on Exhibit B.

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Dedicated Street right-of-way.

(iii) All Dedicated Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit B) prepared by Thompson, Dreessen & Dorner, Inc. ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, lift stations and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit C) prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed and installed by Metropolitan Utilities District within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY (Exhibit E).

(vii) The "Gas Distribution System" to be constructed and installed by Metropolitan Utilities District within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The “Electrical Power Service” to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

(j) “Sewer System” shall mean, collectively, all sewer systems within the DISTRICT and the Development Area, and shall also include all existing wastewater systems, Wastewater Sewers, existing storm sewer systems, the Storm Sewers and existing sanitary sewer systems located within the DISTRICT or the Development Area.

(k) “Street Improvements” shall mean those Public Improvements described in Sections 1(i)(i), (ii), (iii), and (viii) other than the Street Intersections.

(l) “Street Intersections” shall mean those portions of the Dedicated Streets (other than that portion of any “T” intersection abutting any buildable lot or parcel) designated as intersections on Exhibit B.

(m) “Weeds” shall include, but not be limited to, bindweed (*Convolvus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centuarea pieris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus*) (toun), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(n) “Urban Design Standards” shall mean public concrete streets of various width and thicknesses including curbs, guttering, and related storm sewer systems, meeting the design, surface and other specifications of CITY, the plans for which shall be first approved by CITY in accordance with Section 2(b)(i).

## **SECTION 2 AUTHORITY AND DOCUMENTATION**

(a) The DISTRICT and the DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(b) Subject to the remaining terms and conditions of this Agreement, CITY hereby approves construction and installation of the Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) days before commencing any work in connection with the Public Improvements, the DISTRICT and DEVELOPER shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with the Public Improvements, and all plans for the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers. The specifications and technical terms of all such agreements and plans shall be subject to review and approval of CITY. All agreements and plans shall require the timely and orderly engineering, design, procurement, construction, installation and

testing of Public Improvements and that all work therefore shall be performed in a good and workmanlike manner, using quality materials, in accordance with industry standards, in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or over the Public Improvements and as otherwise may be reasonably required by the CITY. All such agreements shall require the contractor to procure and maintain throughout the term of any such agreement, policies of insurance as follows: (1) workers' compensation insurance and employer's liability insurance in the statutory amount; (2) commercial general liability insurance covering bodily injury, including death, and property damage coverage; (3) broad form contractual liability coverage for all obligations and liabilities undertaken by the agreement and product and completed operations; (4) comprehensive automobile liability and coverage providing bodily injury and property damage coverage covering all motor vehicles including hired and non-owned autos as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least \$1,000,000 per person, and an aggregate limit of at least \$2,000,000 per occurrence; umbrella liability coverage for all of the above with policy limits of \$2,000,000. The CITY and DISTRICT shall be named additional insured for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request. No policy of insurance shall be cancelable, except upon thirty (30) days' notice to CITY and DISTRICT. All insurance shall be procured from and maintained by a reputable and financially responsible insurance company authorized to transact business in the State of Nebraska. The CITY shall endeavor to review and approve or require modification to any such agreement within fifteen (15) days after delivery; provided, however, that unless the CITY notifies the DISTRICT of its objection to any such agreement at least seven (7) days prior to the date scheduled for commencement of such work, the CITY shall be deemed to have approved such agreement.

(ii) Deliver to the Finance Director of the CITY duly executed copies of any written agreement(s) between the DISTRICT and its municipal financial advisor for the placement of the warrants or bonds of the DISTRICT used for the payment of the Costs of the Public Improvements.

(iii) Deliver to the Public Works Director of the CITY duly executed copies of an agreement between the DISTRICT and the City of Omaha for wastewater treatment for any wastewater or sewage flowing out of the Development Area.

(iv) Deliver to the Public Works Director of the CITY copies of all performance, labor and material payment or other bonds required by law or the Public Works Director.

(c) At least thirty (30) days prior to any meeting of the Board of Trustees for the DISTRICT when the Board will consider the levy of special assessments in connection with Public Improvements, the DISTRICT and DEVELOPER shall deliver to the CITY:

(i) A full and detailed statement of the Cost of each Public Improvement, which statement or statements shall separately identify and itemize:

1. The amount and date paid to each contractor, together with releases, lien waivers and other documentation necessary to show that all obligations of the DISTRICT in connection with the Public Improvements have been discharged; and
2. All other direct or indirect Costs of the DISTRICT or any other person which have been or will be expended or otherwise incurred in connection with the Public Improvement including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, and financing costs including, but not limited to, interest on all warrants to date of levy of special assessments.
  - (ii) A detailed schedule of each proposed special assessment together with the amount of any General Obligation incurred or to be paid by the DISTRICT for the Public Improvement;
  - (iii) A plat of all real property to be assessed; and
  - (iv) Information as may be necessary to evidence that the Public Improvement has been completed in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or the Public Improvements and as otherwise has been required by the CITY together with any other information reasonably requested by the CITY.

(d) The DISTRICT shall also provide the Finance Director of the CITY with at least thirty (30) days' prior written notice of any meeting whenever the issues of levying special assessments or equalizing or apportioning any debt in connection with the Public Improvements are being considered or discussed by any political or governmental body or agency of competent jurisdiction.

(e) For the purposes of Neb. Rev. Stat. § 31-736, City Council's approval and execution of this Agreement shall be deemed to be City's approval of the District's acquisition of such fee title, easements, or other interests in such property as may be required to construct the sanitary outfall sewer necessary to serve the Development Area, including the power of eminent domain pursuant to Neb. Rev. Stat. § 31-737.

(f) The DISTRICT may levy special assessments outside the corporate limits of DISTRICT pursuant to the provisions of Neb. Rev. Stat. § 31-752.

### **SECTION 3 COSTS OF PUBLIC IMPROVEMENTS**

(a) The Costs of Public Improvements shall be paid for by the DISTRICT but shall be defrayed as required by law. All such Costs, other than General Obligations, shall be privately financed or specially assessed against Benefitted Property on an equitable basis.

- (i) If not previously paid for, all special assessments for Public Improvements shall be assessed pursuant to applicable provisions of Nebraska Revised Statutes

Chapter 31, as amended from time to time, and DISTRICT shall take all necessary actions to see that such assessments are paid in the manner and time required by Chapter 31.

(ii) The DEVELOPER and DISTRICT shall, upon request of the CITY, evidence to the CITY's satisfaction that any lot or parcel to be assessed is a buildable lot. If any lot, parcel, or other area within the Development Area is not a buildable lot for any reason whatsoever, (e.g., by reason of sufficient size, dimensions, easements or similar burdens or for any other reason), then such lot or parcel shall not be considered to be Benefitted Property and no portion of the Cost of the Public Improvements shall be levied against such lot or parcel.

(b) The following Costs of Public Improvements shall constitute General Obligations to the extent permitted by law:

(i) The Cost of any extra width paving for any Dedicated Streets exceeding twenty-five feet (25').

(ii) The Cost of Street Intersections.

(iii) The Cost of the original street signs for Dedicated Streets, other than the Cost of any decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(iv) The Cost of the Lighting System, other than the Cost of any decorative, ornamental or other Dedicated Street, Street Intersection or other lighting not conforming to CITY standards which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.

(v) The Cost of Storm Sewers.

(vi) The difference in Cost between piping eight inches (8") in diameter and the size actually required for piping for the Wastewater Sewers, if greater than eight inches (8") in diameter.

(vii) The Cost of any outfall line of the Wastewater Sewers which is designed to serve a drainage area beyond the Development Area, but only if actually constructed and installed outside of the Development Area.

(viii) Charges paid to connect the DISTRICT's Wastewater Sewer System (but not merely the Wastewater Sewers) to another sanitary and improvement district.

(ix) The Cost of any sewage treatment plant or lift station for the Wastewater Sewers which is designed to serve the entire DISTRICT.

- (x) The Cost of that portion of the Water Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area, including any pioneer main fees paid to MUD.
- (xi) The Cost of that portion of the Gas Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.
- (xii) The Cost of the installation of Electrical Power Service other than that portion of the Cost equal to the estimated refundable charge from Omaha Public Power District (which shall be a General Obligation; provided that the refund to the DISTRICT shall be credited to the Bond Construction Account of the DISTRICT) shall be specially assessed against the Benefited Property.
- (xiii) INTENTIONALLY LEFT BLANK
- (xiv) INTENTIONALLY LEFT BLANK
- (xv) Future signalization will be required at the intersection of 54<sup>th</sup> Street and Highway 370. At such point as Sarpy County determines warrants are met for the installation of a permanent traffic signal, the District shall participate in a cost sharing of that construction. The cost of the installation will be a general obligation of the District. The DISTRICT shall only be responsible for fifty (50%) percent of the cost of installing the traffic signal. In the event the DISTRICT pays for a disproportionate cost of installing the traffic signal at the intersection of 54<sup>th</sup> Street and Highway 370, the DISTRICT shall be entitled to a reimbursement from the property to the north when such property is developed in the amount of fifty (50%) percent of the cost incurred by the DISTRICT, including soft costs. The CITY agrees to require such reimbursement as part of a building permit issued for the development of the property to the north or any subdivision agreement for the development of the property to the north.
- (xvi) The cost of culverts or channel improvements necessary to improve the drainage characteristics of the Development Area and/or downstream areas.
- (xvii) The cost of construction of permanent detention basin improvements and post construction stormwater management facilities.
- (xviii) No more than 30% of the City of Bellevue plan review fees.
- (xix) Traffic calming devices including speed tables or speed bumps.
- (xx) The cost of land acquisition for Outlots "A", "B", "C", "D", "E", "F" and "G" used for Post Construction Stormwater Management Facilities and buffered drainage ways may be purchased by the District at Fifty-Eight Thousand and No/100<sup>th</sup> (\$58,000.00) Dollars per acre plus twenty (20%) percent soft costs.
- (xxi) The cost of sediment removal from permanent detention basins during infrastructure construction.

(c) One hundred percent (100%) of the entire cost of all sidewalk and construction by the DISTRICT per the sidewalk plan (Exhibit B), including handicap ramps at the corners of intersections (not shown) may be a general obligation of the DISTRICT. All sidewalks constructed on other lots shall be privately installed and at the cost of the owner of said lots. In the event sidewalks on any of the other lots have not been constructed within six (6) years of the recording of the subdivision plat, the DISTRICT shall construct sidewalks and shall be paid by special assessment against the property benefitted.

(d) Notwithstanding any provisions in Subsection 3(a)(i) related to DEVELOPER's payment obligations in connection with special assessments, to the extent the Water Distribution System or Gas Distribution System is financed in accordance with MUD policies, the payment of special assessments for such Public Improvements shall be undertaken in accordance with such policies.

#### **SECTION 4 REPRESENTATIONS**

(a) DEVELOPER covenants and represents to the CITY as follows:

(i) DEVELOPER is, or will be at the time the final plat is recorded, the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.

(ii) DEVELOPER is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is currently authorized to do business in the State of Nebraska.

(iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.

(iv) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.

(v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(vi) DEVELOPER shall take all steps reasonably necessary to cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(vii) DEVELOPER shall take all steps reasonably necessary to cause all of the Public Improvements to be substantially constructed and installed by the

DISTRICT in all phases within four (4) years after the recording of the final plat. To the extent not provided by the DISTRICT, DEVELOPER shall allow CITY reasonable access to any relevant financial or other records pertaining to the Public Improvements.

(viii) INTENTIONALLY LEFT BLANK

(ix) INTENTIONALLY LEFT BLANK.

(x) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.

(xi) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used on, under or in the vicinity of the Development Area, except as permitted by this Agreement.

(xii) DEVELOPER shall not permit any discharge into the Wastewater/Sewage System to be constructed, installed or used on, under or in the vicinity of the Development Area, in violation of an applicable law, ordinance, statute, rule or regulation.

(xiii) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xiv) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(xv) DEVELOPER shall construct the development according to the Phasing Plan (Exhibit F).

(b) DISTRICT covenants and represents as follows:

(i) It is duly organized, is in good standing and is currently authorized to do business in the State of Nebraska; that this Agreement has been duly executed and constitutes its valid and binding obligation, enforceable in accordance with its terms.

(ii) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DISTRICT in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(iii) It shall abide and be bound by the terms of this Agreement and the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without written approval of the CITY.

(iv) The performance of DISTRICT contemplated by this Agreement is within its lawful power and authority and has been duly authorized under, pursuant to and in accordance with its constituent documents and the laws of the State of Nebraska. The DISTRICT shall not incur any General Obligation other than those expressly contemplated by this Agreement for, or in connection with, Public Improvements for any purpose without prior approval from the CITY which may be withheld in the absolute discretion of the CITY.

(v) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used in the Development Area.

(vi) It shall not permit any discharge into the Sewer System in violation of an applicable law, ordinance, statute, rule or regulation.

(vii) To maintain all Public Improvements in a good and functional state of repair.

(viii) DISTRICT shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person, including DISTRICT, in connection with the construction or operation of the Public Improvements.

(ix) Other than DISTRICT's Agreement with its municipal financial advisor or this Agreement, there are no agreements to which DISTRICT is a party or by which DISTRICT is bound concerning the construction or installation, or the repair, replacement or maintenance of any of the Public Improvements. DISTRICT shall not modify any such agreement nor otherwise undertake or assume any such obligation or liability therefor without the express prior written approval of the Bellevue City Council, which approval may be withheld in its absolute discretion.

(x) DISTRICT shall not issue any debt, bonds, warrants or enter into any other form of financing arrangement in furtherance of any other improvement lying, in whole or in part, outside the boundaries of the DISTRICT, without first obtaining an unqualified favorable opinion from competent bond counsel of DISTRICT's choice, including, among other appropriate matters, that such financing is within its lawful power and authority and has been duly authorized under, pursuant to, and in accordance with its constituent documents and the laws of the State of Nebraska. Such opinion shall be made to those parties deemed appropriate by DISTRICT and to the City of Bellevue, its elected officials and officers.

(c) DISTRICT and DEVELOPER acknowledge that the CITY makes no representation or warranty as to the validity or effect of (i) any expenditure, bond or indebtedness contemplated to be incurred by DISTRICT or DEVELOPER in furtherance of this Agreement or otherwise to be incurred or actually incurred by DISTRICT in furtherance of the Public Improvements, (ii) CITY's

approval of the plat or this Agreement, (iii) any future act of CITY in respect to DISTRICT or DEVELOPER's performance, under the Agreement or otherwise, in developing the Development Area; provided further that to the extent CITY has, or may, undertake any act in respect to any of the foregoing now or at a time in the future, both DISTRICT and DEVELOPER are proceeding at their own risk. The DEVELOPER and DISTRICT do hereby waive and release the CITY from any right, remedy or recourse against it or its elected officials, officers and employees in connection with any provision of this Agreement; provided, however, that such waiver shall not be construed to preclude DISTRICT from enforcing CITY's performance obligations in this Agreement.

## **SECTION 5 OTHER OBLIGATIONS**

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Public Improvements. Such acts shall include seeding the Development Area disturbed by grading operations, construction of temporary terraces on slopes, temporary silting basins, swales and spillways, and other acts which may be necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way.

(b) Following the construction and installation of such Public Improvements, the DISTRICT shall pay for the Cost of (i) maintaining street signs, other than decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" (which shall be the sole obligation of the owner of the real estate and not the DISTRICT) and (ii) for monthly charges paid to Omaha Public Power District for the Lighting System for Dedicated Streets out of the operating fund of the DISTRICT, to the extent permitted by law.

(c) DISTRICT shall pay to the CITY One Hundred Thirty-Four Thousand Four Hundred Ninety-Three & 00/100ths (\$134,493.00) Dollars (1% of the estimated public improvement costs) concurrent with the CITY's approval of the plans and specifications for the Public Improvements, as reimbursement for any costs incurred by the CITY for review of this Agreement and all actions undertaken by the CITY in connection with the adoption of this Agreement and the development contemplated thereby; provided, however, DISTRICT shall not be permitted by any provision of Section 3 to generally obligate, in the aggregate, an amount exceeding thirty percent (30%) of the fee paid pursuant to this Section 5(c).

(d) DEVELOPER shall comply with all applicable state statutes and CITY ordinances. DEVELOPER shall further adopt such regulations so as to require compliance by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area with the following:

(i) All state statutes and CITY ordinances, including Nebraska Revised Statute Section 16-230 and CITY ordinances enacted pursuant thereto.

(ii) That all such persons cut and clear any part of any lot within the Development Area in its possession, charge or control of all weeds, grass and worthless vegetation which has reached a height of twelve inches (12") or more.

(iii) That such weeds, grass and worthless vegetation be cut as close to ground level as possible and be maintained so that at any time the same does not exceed twelve inches (12") or more above the ground.

- (iv) That the cuttings be raked and removed from such premises.
- (v) That if any such person fails to comply with these requirements, DEVELOPER shall cause such weeds, grass and worthless vegetation to be cut and assess the costs thereof upon the owner of the affected real estate.
- (vi) The name and telephone number of the person designated by the DISTRICT or the DEVELOPER to be contacted in the event that such violation occurs, with such name and telephone number being kept current at all times.

(e) DEVELOPER shall make a contribution to the Park Development Fund in the aggregate amount of Forty-Five Thousand One Hundred Sixty-Four and 60/100<sup>th</sup> (\$45,164.60) Dollars, which amount shall be paid prior to the filing of the Lakewood West Final Plat. The Park Development Fund shall be calculated and allocated on a per-acre basis as follows:

• Commercial Lots –	18.853 acres x \$300.00/acre =	\$5,655.90
• Residential Lots –	71.834 acres x \$550.00/acre =	\$39,508.70
TOTAL:		\$45,164.60

(f) Sidewalks along both sides of all public streets shall be constructed by the DEVELOPER, the DISTRICT, or the lot owners in accordance with the following schedule:

- (i) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits. No final Certificate of Occupancy shall be issued until such sidewalks are completed.
- (ii) All sidewalks along outlots shall be constructed with the installation of adjacent streets unless such outlot is required for a water quality basin, then such sidewalks shall be installed upon the later of the water quality basin being completed or the installation of the streets.
- (iii) In any event, all sidewalks shall be constructed upon both sides of all public streets within six (6) years of the recording of the subdivision plat.

(g) Except when otherwise specifically prohibited by law, the DISTRICT agrees to annually levy a minimum ad valorem property tax rate of eighty-eight cents (\$0.88) per one hundred dollars (\$100.00) of taxable valuation for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt. If the levy of such a minimum ad valorem property tax rate is specifically prohibited by law, then the DISTRICT agrees to levy the maximum ad valorem property tax rate allowed by law for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt.

(h) Following the construction of Post-Construction Stormwater Management BMPs, the DISTRICT shall assume the responsibility for maintaining these features. Maintenance of post-construction stormwater management features may be paid from the operating fund of the DISTRICT provided that the maintenance activities are required to maintain the water quality benefits as designed. Routine maintenance, mowing, landscaping, screening or other amenities that do not contribute to water quality shall be maintained and paid for the by the DEVELOPER or the ASSOCIATION. Furthermore, upon annexation by the CITY, all maintenance

responsibilities for the water quality features and BMPs shall transfer from the DISTRICT to the ASSOCIATION.

## **SECTION 6 USE OF SEWER SYSTEM**

(a) DISTRICT shall connect its Sewer System to the wastewater sewer systems operated by the CITY pursuant to plans approved by CITY. Additional connections necessary for the Wastewater Sewers or Storm Sewers, or otherwise required by the Public Improvements shall be made in such a manner and by such means as shall be approved by the CITY.

(b) In no event shall the DISTRICT permit any person (i) to connect to or otherwise use the Sewer System; (ii) to connect any part of the Sewer System to any other sewer system (including to the CITY's sewer system or to any outfall sewer or any wastewater or sewage treatment plant lying within the zoning jurisdiction of the CITY), except as may be currently existing (and then only to the extent as may be currently existing) or as may be specifically permitted by this Agreement or the subsequent express written consent of the CITY; or (iii) to make or allow any unlawful or improper discharge into the CITY's sewer system.

(c) At the request of the CITY the DISTRICT shall permit any person to connect to the Sewer System unless then prohibited by the City of Omaha, provided, however, that the DISTRICT shall use reasonable efforts to obtain consent from the City of Omaha for such purposes. Except as provided in Section 6(d), the DISTRICT shall not be required to permit such connection except upon the payment of a duly levied connection fee calculated after giving due consideration to the Costs, maintenance and other investment of the DISTRICT to date in the Sewer System (including a proportionate share of any unrecovered costs, plus accrued interest) and additional design, engineering or maintenance costs, for the outfall line. Such proportionate share shall be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees.

(d) Notwithstanding any provision in Section 6(c), the DISTRICT shall not charge the CITY nor the owner of such real estate nor place any lien or encumbrance upon any real estate for any connections permitted by CITY to, or any persons use of, the Sewer System as may be necessary in order to permit the discharge of wastewater, sewage or storm water from any areas within the then incorporated limits of the CITY for which the CITY shall, nevertheless, have the right to collect its own fees and charges.

(e) No Sewer System, or connection thereto, allowable pursuant to this Section 6 shall be made unless an appropriate permit is first issued by and obtained from the CITY. The construction, installation and other work related to such connection or Sewer System shall be made in compliance with applicable engineering, design, construction, installation and testing rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over any such work and as otherwise may be reasonably required by the CITY.

(f) Notwithstanding any other provision of this Agreement, the CITY retains the right to immediately require the DISTRICT to disconnect the Sewer System from the CITY's sewer system or to disconnect any user from the Sewer System for any discharge in violation of any rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over the same or as may otherwise be prohibited by the CITY.

## **SECTION 7 AMENITIES**

(a) Installation of decorative streetlights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the DEVELOPER. Plans for such proposed improvements must be submitted to the CITY for review and approval prior to the installation of such improvements.

(b) DEVELOPER agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, and outlots within the area to be developed, including all decorative streetlights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the provisions of Sections 7(c) and 7(d) below are fully complied with. Upon compliance with such provisions, the association to be formed (per the terms hereof) shall be responsible for such maintenance and upkeep and DEVELOPER shall be relieved of responsibility therefor.

(c) DEVELOPER shall file with the Sarpy County Register of Deeds prior to the DEVELOPER'S sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of an incorporated lot owners' association and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of said incorporated lot owners' association.

(d) DEVELOPER shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners' association. The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the CITY prior to execution and filing.

(e) Notwithstanding any provisions herein seemingly to the contrary, the DISTRICT may install decorative streetlights at its cost, but the DEVELOPER shall pay the DISTRICT for the costs of any such decorative streetlights in excess of the costs and charges by the Omaha Public Power District for its regular and standard non-decorative streetlights. Additionally, all replacement, maintenance and upkeep expenses in connection with any such decorative streetlights, in excess of the costs and charges of the Omaha Public Power District for its regular and standard non-decorative streetlights, shall be the responsibility of and paid by the aforesaid incorporated lot owners' association.

## **SECTION 8 MISCELLANEOUS**

(a) TERMINATION OF AGREEMENT.

(i) This Agreement shall not be terminated except (1) by the written agreement among DEVELOPER, DISTRICT and CITY; (2) by CITY for any material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective as of the date specified in a written Notice of Termination provided, however, that no such Notice to Cure shall be required whenever the breach or default shall recur within 180 days of a Notice to Cure, in which event termination shall be effective as of the date specified in a written Notice of Termination; or (3) upon annexation of the DISTRICT by CITY. No termination shall relieve the DISTRICT or the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination.

(ii) The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

(b) INDEMNITY. DEVELOPER shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from and against any and all third party or CITY claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise ("Damages"), which may arise or result from, out of or in connection with (i) any material misrepresentation made by DISTRICT or DEVELOPER in this Agreement, (ii) any breach of any representation or covenant made by DEVELOPER or DISTRICT in this Agreement, (iii) any negligent or other act, error or omission of DEVELOPER or DISTRICT (including any of their respective employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be entered into by DEVELOPER or DISTRICT, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of DEVELOPER or DISTRICT in this Agreement. Notwithstanding the preceding sentence, DEVELOPER's indemnity and related obligations under (ii), (iii) and (iv) thereof in respect to Damages related to DISTRICT's conduct shall apply only in the event that the occurrence giving rise to such obligation shall occur during any period that DEVELOPER, its officers, directors or affiliates shall have, in the aggregate, sufficient voting power to elect a majority of DISTRICT's Board of Trustees; otherwise, between DEVELOPER and DISTRICT, DISTRICT shall be responsible and liable for any such indemnity or related obligation in respect to such Damages, to the extent the same shall arise from, out of, or in connection with DISTRICT's conduct.

(c) ASSIGNMENT. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY which may be withheld in CITY's sole discretion.

(d) WAIVER. A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

(e) GOVERNING LAW. This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law regulation, in which case the latter shall apply.

(f) ENTIRE AGREEMENT.

(i) This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the PARTIES. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the PARTIES, whether individually or collectively concerning the subject matter hereof.

(ii) This Agreement may be modified only by a written agreement, executed by all PARTIES; provided that the PARTIES agree, without cost to the CITY, to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto.

(iii) This Agreement shall not be construed to be a joint venture or a lease among any of the Parties. Notwithstanding the preceding sentence, whenever any provision of this Agreement has reference to a performance obligation or requirement of the DISTRICT and the DEVELOPER, such performance obligation or requirement shall be the joint and several obligation or requirement of the DISTRICT and the DEVELOPER, whether or not so stated, unless otherwise specifically stated.

(g) NOTICES, CONSENTS AND APPROVAL. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the PARTIES shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For DEVELOPER: Woodsonia Lakewood West, LLC  
Attn: Drew Snyder  
20010 Manderson Street  
Suite 101  
Omaha NE 68022

With Copy To: Thompson, Dreessen & Dorner, Inc  
Attn: Brad Huyck  
10836 Old Mill Road  
Omaha, NE 68154

For DISTRICT: Fullenkamp Jobeun Johnson & Beller, LLP  
Attn: Larry Jobeun  
11440 West Center Road  
Suite C  
Omaha NE 68144

For CITY: City Clerk  
City of Bellevue  
210 West Mission Avenue  
Bellevue, Nebraska 68005

AND

Public Works Director  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

Such address may be changed from time to time by notice to all other PARTIES.

(h) NON-DISCRIMINATION. In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) MISCELLANEOUS. Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.

(j) CAD DRAWINGS. DEVELOPER shall provide to the City Engineer along with the final plat, a complete copy of the CAD Drawings of the area to be developed, showing all lots, blocks, and water and sewer system improvements. Such CAD Drawings shall be in AutoCAD.

(k) VIOLATIONS. As a result of any violation of this Subdivision Agreement, the CITY shall have the authority, after first giving ten (10) days written notice to the DEVELOPER and/or the DISTRICT, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the DISTRICT, until such time as the violation is corrected.

(l) PERMIT. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.

**[Remainder of Page Left Intentionally Blank; Execution Page Follows.]**

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE

\_\_\_\_\_

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

City Clerk

Mayor

Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City of Bellevue

ATTEST:

SANITARY & IMPROVEMENT DISTRICT  
NO. 365 OF SARPY COUNTY, NEBRASKA

\_\_\_\_\_

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

Clerk

Chairman

Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Sanitary and Improvement  
District No. 365 of Sarpy County, Nebraska

Woodsonia Lakewood West, LLC, a Nebraska limited liability company,  
By: March 13, 2013, LLC, a Nebraska limited liability company,  
Its: Manager:

By: \_\_\_\_\_  
Drew Snyder, Manager

\_\_\_\_\_ Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Developer

## SUBDIVISION AGREEMENT EXHIBITS

EXHIBIT A	FINAL PLAT
EXHIBIT B	PAVING PLAN
EXHIBIT B-1	GENERAL OBLIGATION PAVING PLAN
EXHIBIT C	SANITARY SEWER PLAN
EXHIBIT C-1	SANITARY CALCULATIONS
EXHIBIT D	SOURCE AND USE OF FUNDS (SUF)
EXHIBIT E	SEDIMENT AND EROSION
EXHIBIT F	STORM SEWER PLAN
EXHIBIT F-1	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN

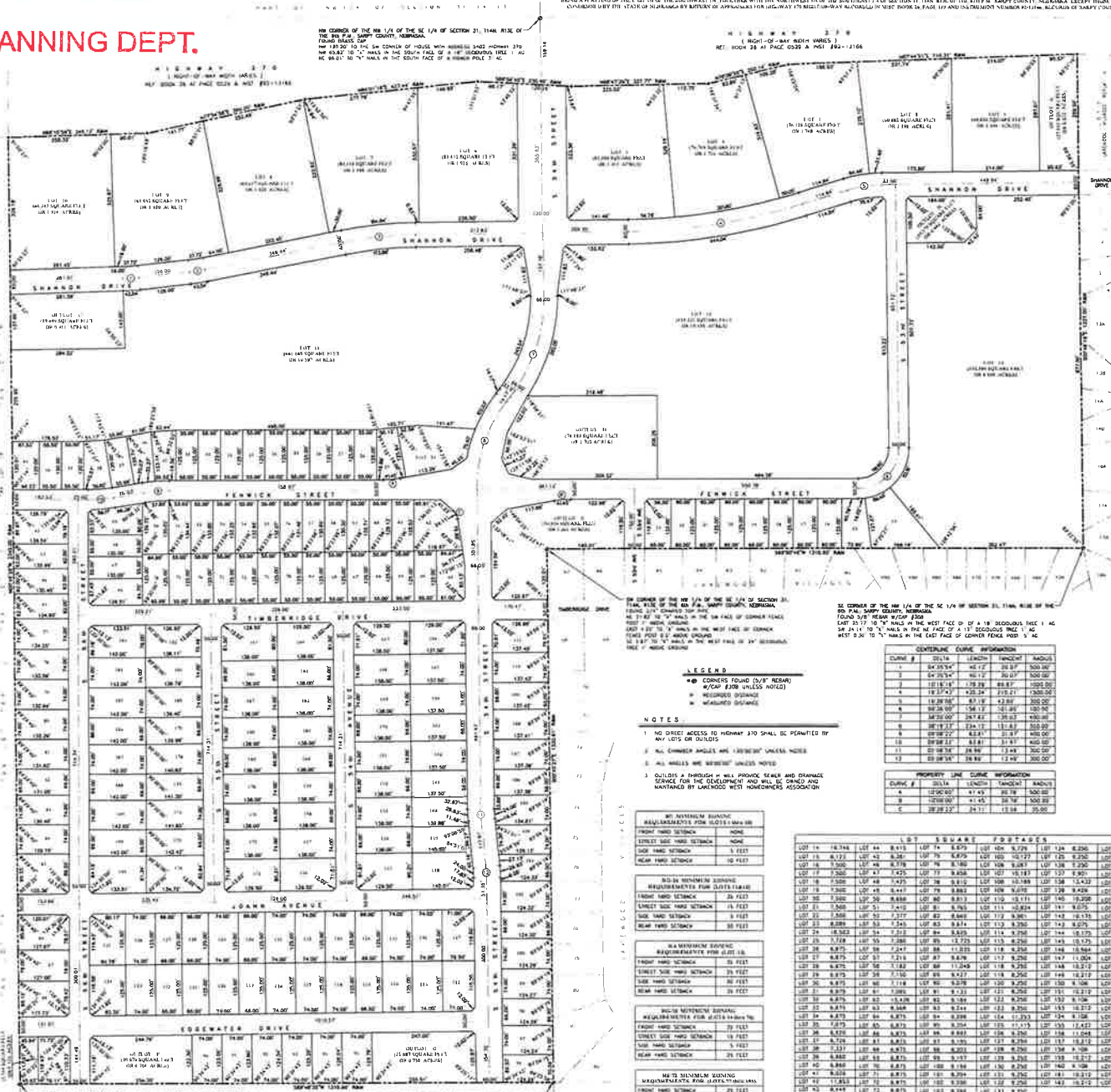
RECEIVED

APR 19 2022

PLANNING DEPT.

LAKWOOD WEST
LOTS 1 THRU 191 AND OUTLOTS "A" THRU "H"

PLANNING DEPT. 1100 BELLEVUE BLVD., SUITE 100, BELLEVUE, NE 68005-3800
PH: (402) 633-8660 FAX: (402) 633-8666
WWW.BELLEVUE-NE.GOV



ADVERSELY AFFECTED CERTIFICATE
I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN...

DEDICATION
I, TRINAMAR FARM, INC. A NEBRASKA CORPORATION AND NEBRASKA UNITED LIBERTY COMPANY...

ACKNOWLEDGEMENT OF DEDICATION
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY...

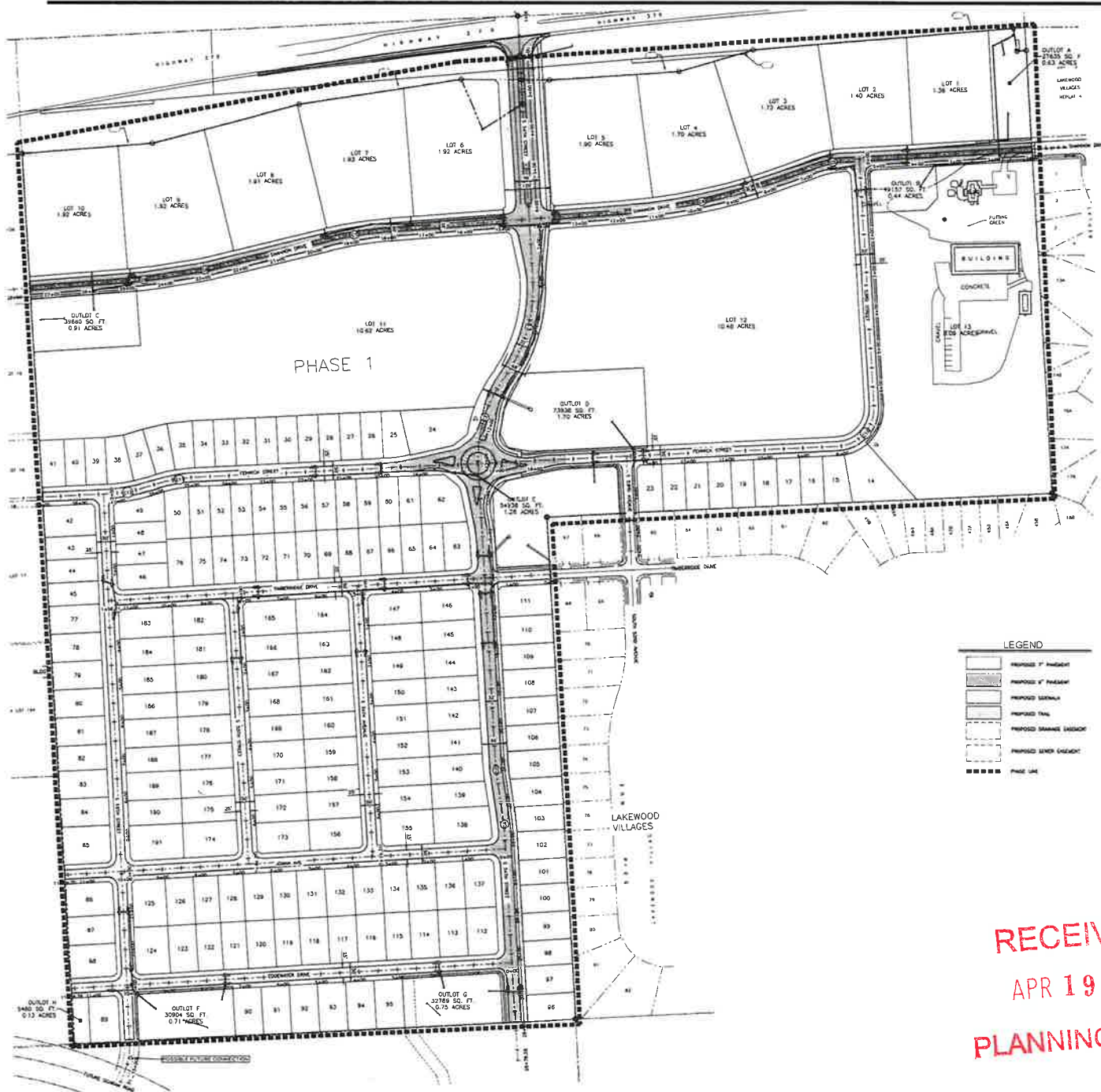
ACKNOWLEDGEMENT OF SUFFICIENCY
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY...

REVIEW BY SAMPY COUNTY PUBLIC UTILITIES
THIS PLAN OF LAKWOOD WEST WAS APPROVED AND ACCEPTED BY THE SAMPY COUNTY SUPERVISORS OFFICE...

TDR2 engineering & surveying
thompson, dressen & dornier, inc.
10838 Old Mill Rd
Omaha, NE 68154
p.402.330.8660 f.402.330.8666
tdr2co.com

LAKWOOD WEST
LOTS 1 - 191, INCLUSIVE & OUTLOTS
A - H, INCLUSIVE

Approval and signature lines for various officials including the Planning Commissioner, City Council, and Public Utilities.



# LAKEWOOD WEST

LOTS 1 THROUGH 191 AND  
OUTLOTS A THROUGH H  
SARPY COUNTY, NEBRASKA



VICINITY MAP

**SUBDIVIDER**  
WOODSONIA REAL ESTATE, INC.  
2010 WOODSONIA STREET  
WOODSONIA, NE 68052

**ENGINEER**  
THOMPSON, DRESSSEN & DORNER, INC.  
10836 OLD MILL RD.  
OMAHA, NE 68154  
PHONE: 402-330-8800

**LEGAL DESCRIPTION**  
LOTS 1 THROUGH 191 AND OUTLOTS A-H BEING A PLATTING OF THE E 1/2 OF THE SW 1/4 OF SECTION 31, T24N, R23E, TOGETHER WITH THE SW 1/4 OF THE SW 1/4 OF SECTION 31, T24N, R23E, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

**NOTES**

1. CURVE DATA IS AS SHOWN. CURVES FOR LOTS 1 THROUGH 18 ARE SHOWN IN RED. ALL OTHER CURVES ARE SHOWN IN BLACK. ALL CURVES SHALL BE CONFORMANT WITH THE NEBRASKA PUBLIC ENGINEERING ACT AND THE NEBRASKA PUBLIC ENGINEERING REGULATIONS. ALL CURVES SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE NEBRASKA PUBLIC ENGINEERING ACT AND THE NEBRASKA PUBLIC ENGINEERING REGULATIONS.
2. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN AND HAS FOUND NO APPARENT ERRORS. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE UTILITIES SHOWN.
3. ALL UTILITIES SHALL BE DEEPENED TO MEET THE REQUIREMENTS OF THE NEBRASKA PUBLIC ENGINEERING ACT AND THE NEBRASKA PUBLIC ENGINEERING REGULATIONS. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 4 FEET BELOW FINISH GRADE.
4. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 4 FEET BELOW FINISH GRADE. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 4 FEET BELOW FINISH GRADE.
5. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 4 FEET BELOW FINISH GRADE. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 4 FEET BELOW FINISH GRADE.
6. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 4 FEET BELOW FINISH GRADE. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 4 FEET BELOW FINISH GRADE.



**LEGEND**

- PROPOSED 7' PAVEMENT
- PROPOSED 4' PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED TRAIL
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SEWER EASEMENT
- PHASE LINE

CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C1	300.00'	287.87'	10° 10' 30"	138.84'
C2	300.00'	254.14'	26° 14' 30"	121.87'
C3	300.00'	28.94'	7° 06' 30"	13.14'
C4	300.00'	28.94'	7° 06' 30"	13.14'
C5	300.00'	27.14'	14° 24' 30"	42.84'
C6	1000.00'	104.12'	11° 30' 30"	100.84'
C7	1000.00'	101.74'	11° 12' 30"	97.84'
C8	300.00'	40.12'	4° 24' 30"	38.84'
C9	300.00'	40.12'	4° 24' 30"	38.84'
C10	1000.00'	104.12'	11° 30' 30"	100.84'
C11	1000.00'	102.87'	11° 44' 30"	97.74'
C12	1000.00'	102.87'	11° 30' 30"	97.84'

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**APR 19 2022**  
**PLANNING DEPT.**



thompson, dresssen & dorner, inc  
10836 Old Mill Rd  
Omaha, NE 68154  
p: 402-330-8800 www.td2inc.com

Lakewood West

Woodsonia Real Estate

Drawn By: MEM Reviewed By: DPH  
Date: 2020-12-21

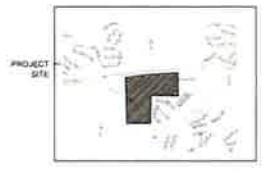
Paving Plan

Exhibit B



# LAKWOOD WEST

LOTS 1 THROUGH 191 AND  
OUTLOTS A THROUGH H  
SARPY COUNTY, NEBRASKA



VICINITY MAP

SUBDIVIDER

ENGINEER

LEGAL DESCRIPTION

NOTES

NOTES  
 1. THESE LOTS ARE BEING OFFERED FOR SALE BY THOMPSON AND SONIA, INC. AND OUTLOTS A AND B ARE BEING OFFERED FOR SALE BY THOMPSON AND SONIA, INC. AND OUTLOT C IS BEING OFFERED FOR SALE BY THOMPSON AND SONIA, INC. AND OUTLOT D IS BEING OFFERED FOR SALE BY THOMPSON AND SONIA, INC. AND OUTLOT E IS BEING OFFERED FOR SALE BY THOMPSON AND SONIA, INC. AND OUTLOT F IS BEING OFFERED FOR SALE BY THOMPSON AND SONIA, INC. AND OUTLOT G IS BEING OFFERED FOR SALE BY THOMPSON AND SONIA, INC. AND OUTLOT H IS BEING OFFERED FOR SALE BY THOMPSON AND SONIA, INC.

LEGEND

- PROPOSED GENERAL OBLIGATION PAVEMENT
- PROPOSED GENERAL OBLIGATION SIDEWALK
- PROPOSED TRAIL
- PROPOSED DRAINAGE BASEMENT
- PROPOSED SEWER CASING
- PHASE LINE

CURVE #	RADIUS	LENGTH	DELTA	TANGENT
E1	405.20'	383.41'	38° 14' 30"	126.83'
E2	200.00'	224.16'	38° 14' 30"	121.42'
E3	200.00'	194.88'	17° 36' 30"	113.84'
E4	308.33'	28.88'	17° 36' 30"	13.49'
E5	308.33'	81.15'	17° 36' 30"	43.88'
E6	1039.88'	498.12'	18° 31' 30"	295.84'
E7	1039.88'	193.78'	17° 36' 30"	81.27'
E8	308.33'	45.52'	17° 36' 30"	25.88'
E9	308.33'	40.52'	17° 36' 30"	23.88'
E10	100.00'	158.17'	30° 36' 30"	101.33'
E11	400.00'	104.87'	14° 36' 30"	61.77'
E12	400.00'	102.51'	14° 36' 30"	61.40'

RECEIVED  
 APR 19 2022  
 PLANNING DEPT.

**TD2**  
 engineering  
 & surveying

thompson, dressen & dornier, inc.  
 10636 Old Mill Rd  
 Omaha, NE 68154  
 p. 402.330.8860 www.td2co.com

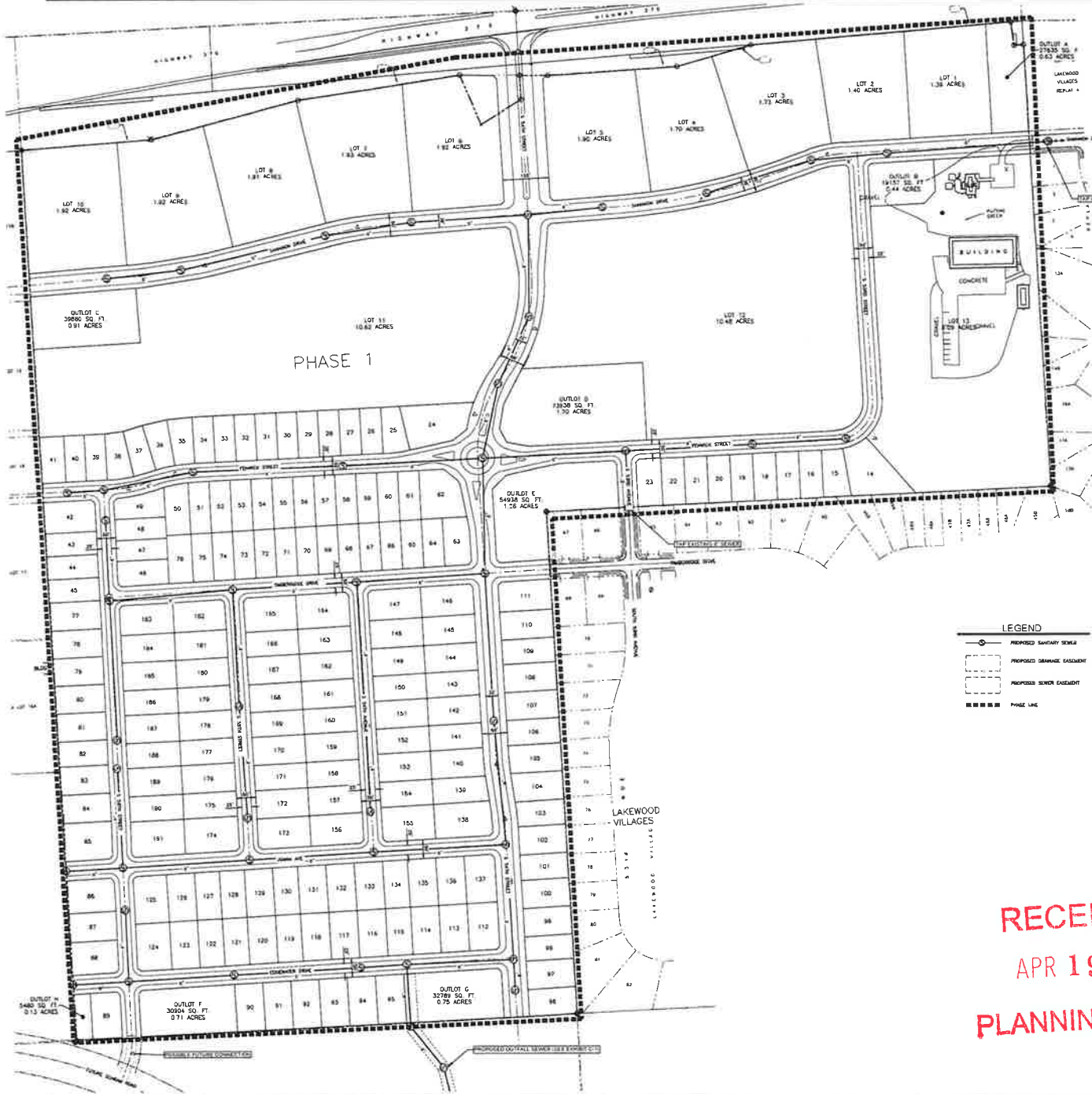
Lakewood West

Woodsonia Real Estate

Drawn By MEM Reviewed By BPh  
 Job No. 2016-123 Date 10-19-21

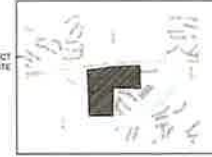
General Obligation Paving Plan

Exhibit B-1



# LAKEWOOD WEST

LOTS 1 THROUGH 191 AND  
OUTLOTS A THROUGH H  
SARPY COUNTY, NEBRASKA



VICINITY MAP

**SUBDIVIDER**

WOODSONIA REAL ESTATE, INC.  
2610 AMERICAN STREET  
CLARK, NE 68022

**ENGINEER**

THOMPSON, DREUSSEN & DORNER  
10801 OLD MILL ROAD  
OMAHA, NEBRASKA 68154  
PHONE: 402-330-8880

**LEGAL DESCRIPTION**

LOTS 1 THROUGH 191 AND OUTLOTS A-H BEING A PLATFIRM OF THE E. 1/4 OF THE SW 1/4 OF SECTION 23, T14N, R12E, TOGETHER WITH THE SW 1/4 OF THE SW 1/4 OF SECTION 31, THE BLK. OF THE SW 1/4, SARPY COUNTY, NEBRASKA.

**NOTES**

1. CONVEYOR OF THIS INSTRUMENT WARRANTS THAT LOTS 1 THROUGH 191 AND OUTLOTS A-H ARE THE SW 1/4 OF THE SW 1/4 OF SECTION 23, T14N, R12E, AND THE SW 1/4 OF THE SW 1/4 OF SECTION 31, T14N, R12E, TOGETHER WITH THE SW 1/4 OF THE SW 1/4 OF SECTION 31, T14N, R12E, SARPY COUNTY, NEBRASKA.
2. EXISTING AND PROPOSED EASEMENTS ARE SHOWN ON THIS PLAN.
3. LOTS AND OUTLOTS SHALL BE PROVIDED BY THE NEBRASKA PUBLIC POWER DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE DRAINAGE PUBLIC POWER DISTRICT.
5. UTILITIES, OTHER UTILITIES SHALL BE LOCATED WITH THE PHASE LINE.
6. PROVISION FOR ALL STREETS INCLUDING ACROSSING LOTS SHALL BE IN ACCORD WITH NEBRASKA PUBLIC POWER DISTRICT REGULATIONS.
7. CONVEYOR WARRANTS THAT LOTS 1 THROUGH 191 AND OUTLOTS A-H ARE THE SW 1/4 OF THE SW 1/4 OF SECTION 23, T14N, R12E, TOGETHER WITH THE SW 1/4 OF THE SW 1/4 OF SECTION 31, T14N, R12E, SARPY COUNTY, NEBRASKA.
8. ALL STREETS ACCESS TO OUTLOTS SHALL BE PROVIDED BY THE PHASE LINE OF SECTION 23.
9. OUTLOTS A THROUGH H SHALL PROVIDE SEWER AND DRAINAGE SERVICE FOR THE DEVELOPMENT AND SHALL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.

**LEGEND**

- PROPOSED SANITARY SEWER
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SEWER EASEMENT
- PHASE LINE

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APR 19 2022  
PLANNING DEPT.



thompson, dreussen & dörner, inc.  
10836 Old Mill Rd.  
Omaha, NE 68154  
p. 402.330.8880 www.td2co.com

Lakewood West

Woodsonia Real Estate

Drawn By: MEM / Reviewed By: BPH  
Job No: 2021-133 / Date: 10-15-21

Sanitary Sewer Plan

Exhibit C



Exhibit D

Name of Addition

**Lakewood West Phase 1**

SID # **365**

**Source and Use of Funds:** (Provide a separate sheet for the preliminary plat and for each final plat phase.)

	Quantity	Proposed Improvements		Total <sup>1</sup> Cost	General Obligation	Special Assessed	Financing <sup>2</sup> Reimbursable	Private
			Construction Cost					
Storm Sewer								
Storm Sewer	6,690	LF	\$1,454,200	\$2,030,800	\$2,030,800			
PCSMP Land Acq.	6.33	AC	\$292,800	\$351,400	\$351,400			
Sanitary Sewer								
Interior	17,890	LF	\$1,346,700	\$1,880,700		\$1,880,700		
Outfall	1,700	LF	\$151,900	\$212,100	\$212,100			
Paving								
Interior	23,840	SY	\$3,423,700	\$4,781,200	\$1,596,600	\$3,184,600		
Hwy 370 Turn Lane	1,833	SY	\$203,600	\$284,300	\$284,300			
HWY 370 TS	1	LS	\$420,000	\$579,600	\$579,600		\$289,800 <sup>4</sup>	
NDOT Acquisition	1	LS	\$50,000	\$60,000	\$60,000 <sup>7</sup>			
Sidewalk								
Interior	1,460	SY	\$162,400	\$226,700	\$226,700			
54th St. Trail	2,122	SY	\$146,300	\$204,400	\$204,400 <sup>5</sup>			
City Review Fee	1	LS	\$76,100	\$91,400	\$91,400			
Water								
Pioneer Fee	1	LS	\$400,000	\$470,400	\$470,400			
Interior	1	LS	\$1,379,000	\$1,708,600		\$1,708,600		
Gas								
Interior		LS						
Electricity <sup>3</sup>	191	Lot	\$458,200	\$567,700		\$567,700		
Developer G.O. Contribution	1	LS					\$1,725,000 <sup>6</sup>	
<b>Total</b>			<b>\$9,964,900</b>	<b>\$13,449,300</b>	<b>\$6,107,700</b>	<b>\$7,341,600</b>	<b>\$2,014,800</b>	

<sup>1</sup> Total cost includes engineering fees and administrative fees

<sup>2</sup> Attach a statement of assumptions as basis for preliminary projections.

<sup>3</sup> Indicate any need to relocate on or off-site lines.

<sup>4</sup> 50% Reimbursable by adjacent property to the North

<sup>5</sup> 54th Street Trail beyond the typical 5' width adjacent to developable lots shall be General Obligation

<sup>6</sup> Developer Contribution to the SID in Lieu of Lots 11 and 12 being within the District Boundary

<sup>7</sup> SID 365 payment to NDOT for Unrestricted Access at 54th Street

G.O. Debt Less Reimbursement

\$ 4,092,900

Valuation

\$ 81,125,250

Debt Ratio

5.05%

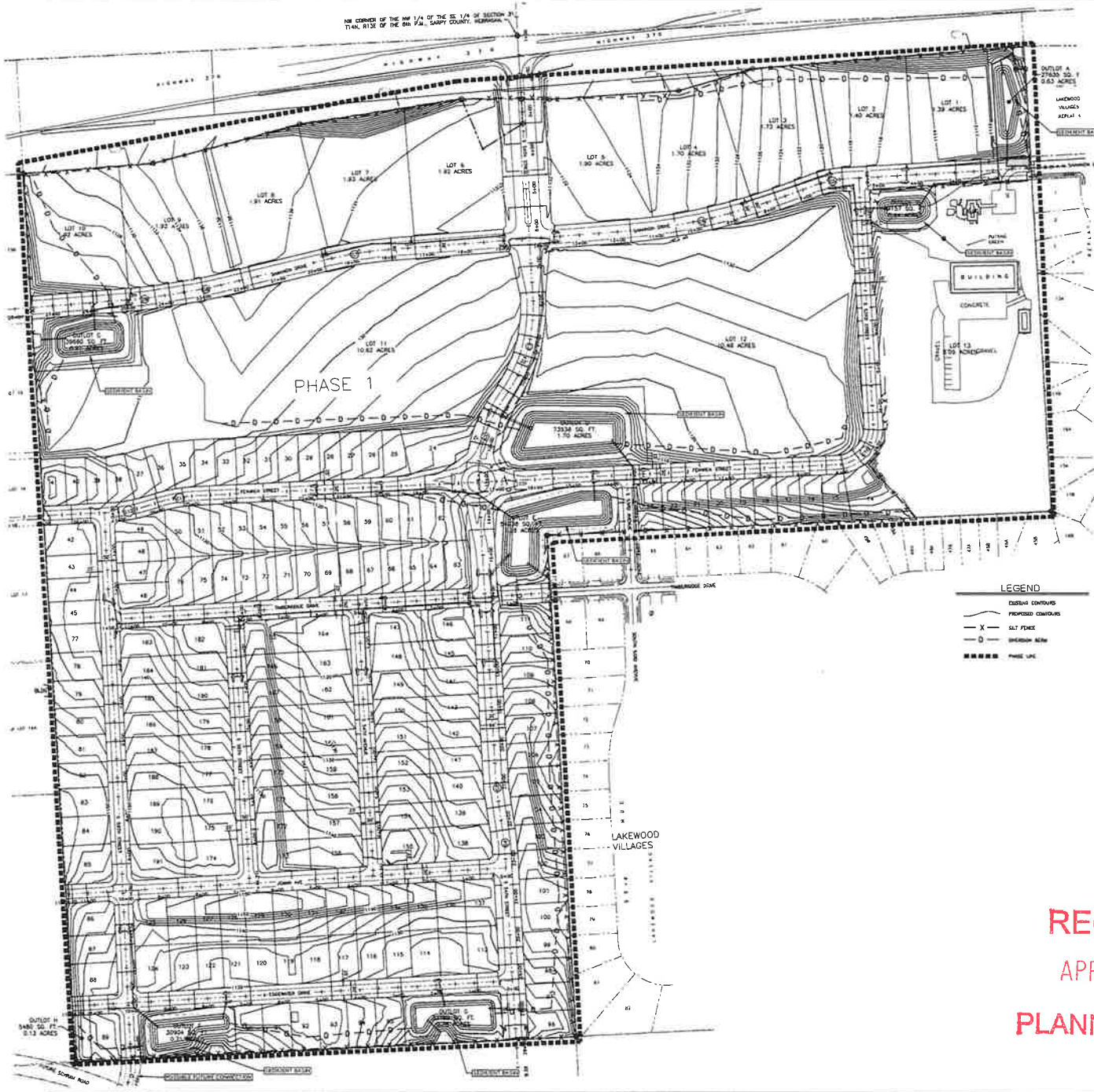
Date

March 29, 2022

RECEIVED

APR 19 2022

PLANNING DEPT.



# LAKWOOD WEST

LOTS 1 THROUGH 191 AND  
OUTLOTS A THROUGH H  
SARPY COUNTY, NEBRASKA



VICINITY MAP

SUBDIVIDER

ENGINEER

THOMPSON, GREENE & DORNER  
10836 Oak Mill Rd  
Omaha, NE 68154  
PHONE: 402-330-8850

LEGAL DESCRIPTION

LOTS 1 THROUGH 191 AND OUTLOTS A, B, C, BEING A PART OF THE S. 1/4 OF THE SW 1/4 OF SECTION 25, T14N, R12E, TOGETHER WITH THE SW 1/4 OF THE SE 1/4 OF SECTION 21, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA.

NOTES

1. SECTION 25 AND 21 ARE PARTIALLY COVERED FOR LOTS 1 THROUGH 191 AND OUTLOTS A, B, C BY THE LOTS 11-12 AND OUTLOTS E AND F OF THE SW 1/4 AND LOTS 13-14 THROUGH LOT 20 OF THE SW 1/4 T14N, R12E.
2. ALL LOTS AND OUTLOTS SHALL BE 1/4 ACRES UNLESS OTHERWISE SPECIFIED.
3. ALL LOTS AND OUTLOTS SHALL BE 1/4 ACRES UNLESS OTHERWISE SPECIFIED.
4. ALL LOTS AND OUTLOTS SHALL BE 1/4 ACRES UNLESS OTHERWISE SPECIFIED.
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7. ALL LOTS AND OUTLOTS SHALL BE 1/4 ACRES UNLESS OTHERWISE SPECIFIED.
8. ALL LOTS AND OUTLOTS SHALL BE 1/4 ACRES UNLESS OTHERWISE SPECIFIED.
9. ALL LOTS AND OUTLOTS SHALL BE 1/4 ACRES UNLESS OTHERWISE SPECIFIED.
10. ALL LOTS AND OUTLOTS SHALL BE 1/4 ACRES UNLESS OTHERWISE SPECIFIED.



LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- X SALT FENCE
- IRRIGATION SCRIBE
- PHASE LINE

RECEIVED  
APR 19 2022  
PLANNING DEPT.



thompson, greessen & dornier, inc  
10836 Oak Mill Rd  
Omaha, NE 68154  
p 402 330 8850 www.td2co.com

Lakewood West

Woodsonia Real Estate

Drawn by: MEG Reviewed By: BPA  
Job No: 2009 133 Date: 10-10-21

Sediment and Erosion Control Plan

Exhibit E





CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
5/17/2022

COUNCIL MEETING DATE: 05/17/2022		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. 2022-11: Approving the proposed FY2021-2022 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. 2022-11 for the FY 2021-2022 Sarpy County and Cities Wastewater Agency

**ATTACHMENTS:**

1. Resolution No. 2022-11	2. 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: \_\_\_\_\_

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

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

WHEREAS, the City of Bellevue (“Bellevue”) is a party to an interlocal agreement (as amended, the “Formation Interlocal”) entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., 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”);

WHEREAS, pursuant to Section IX of the Formation Interlocal, 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;

WHEREAS, pursuant to Agency Resolution No. 2021-011, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2021-2022 Budget (the “FY2021-2022 Budget”), and the City Council of the City of Bellevue subsequently approved the FY2021-2022 Budget;

WHEREAS, pursuant to Agency Resolution No. 2022-013, the Agency Board approved the Amendment #1 to the FY2021-2022 Budget (the “Amended FY2021-2022 Budget”), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council of the City of Bellevue deems it appropriate and advisable to approve the proposed Amended FY2021-2022 Budget which has been approved by the Agency Board and is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY City Council of the City of Bellevue that the proposed Amended FY2021-2022 Budget is hereby approved.

The above Resolutions were approved by a vote of the City Council of the City of Bellevue at a public meeting duly held in accordance with applicable law on the 17 day of May 2022.

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

**Exhibit A**

**Amended FY2021-2022 Budget**

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

**RESOLUTION APPROVING THE FIRST AMENDMENT TO SARPY COUNTY AND  
CITIES WASTEWATER AGENCY FY2021-2022 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. 2021-011, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2021-2022 Budget (the “FY2021-2022 Budget”);

WHEREAS, the Agency Treasurer proposed and presented to the Agency Board the amended FY2021-22 Budget; and

WHEREAS, the Agency Board discussed the proposed amended FY2021-2022 Budget and after discussion the Board deemed it advisable to approve the proposed amended FY2021-2022 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 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 amended FY2021-2022 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 27th day of April, 2022.

ATTEST:

USA A. Haine  
Sarpy County and Cities  
Wastewater Agency Secretary



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

2022-013

**Exhibit A**

Amended FY2021-2022 Budget

[attached]

**SARPY COUNTY & CITIES WASTEWATER AGENCY**  
**FY 2022 PROPOSED BUDGET AMENDMENT #1**  
**07/01/2021 to 06/30/2022**

	FY 2021 Budget	Adopted FY 2022 Budget	Actual FY 2022 07/21-03/22	Proposed FY 2022 Amendment #1
<b>BEGINNING MONEY MARKET BALANCE:</b>	\$ 699,048	\$ 8,402,465	\$ 6,457,866	\$ 6,457,866
<b>REVENUES:</b>				
26000 Member PILOT Contributions	\$ -	\$ -	\$ -	\$ 321,900
25000 CWSRF Planning Loan	\$ 2,749,566	\$ -	\$ 1,944,599	\$ 1,944,599
25010 CWSRF Construction Loan	\$ -	\$ 9,035,000	\$ -	\$ 9,035,000
40002 Gemini Customer Contribution Funds Used	\$ -	\$ 4,930,000	\$ -	\$ 4,930,000
40100 Connection Fees	\$ 7,950,000	\$ 5,500,000	\$ 60,800	\$ 5,500,000
40200 User Rate Charges	\$ -	\$ -	\$ -	\$ -
40300 Misc. Revenue	\$ -	\$ -	\$ -	\$ -
45001 Interest	\$ 40,000	\$ 192,000	\$ 121,900	\$ 192,000
<b>TOTAL REVENUES:</b>	\$ 10,739,566	\$ 19,657,000	\$ 2,127,299	\$ 21,923,499
<b>TOTAL RESOURCES AVAILABLE:</b>	\$ 11,438,614	\$ 28,059,465	\$ 8,585,165	\$ 28,381,365
<b>EXPENDITURES:</b>				
Reimbursement to Sarpy County for Reimbursable Contributions	\$ 297,120	\$ -	\$ -	\$ -
Principal Repayment to NDEE for Planning Loan	\$ -	\$ -	\$ -	\$ 250,000
60001 Financial Advisor Fees	\$ 200,000	\$ 200,000	\$ 51,513	\$ 200,000
<b>60005 Consulting Fees</b>				
60005.01 Steven Jensen Consulting	\$ 29,000	\$ 30,000	\$ 35,395	\$ 48,000
60005.02 Christine Myers Consulting	\$ 11,000	\$ 12,000	\$ 7,554	\$ 12,000
<b>Total 60005 Consulting Fees</b>	\$ 40,000	\$ 42,000	\$ 42,949	\$ 60,000
<b>60006 Engineering Fees</b>				
60006.01 Misc. Engineering Fees	\$ -	\$ 45,000	\$ -	\$ 45,000
60006.02 Phase 1A Engineering Fees	\$ 2,750,000	\$ 2,400,000	\$ 1,805,250	\$ 2,400,000
60006.03 Task Order 3 Engineering Fees	\$ 525,000	\$ 120,000	\$ 45,965	\$ 120,000
60006.04 Industrial Sewer System Engineering Fees	\$ -	\$ 120,000	\$ -	\$ 120,000
<b>Total 60006 Engineering Fees</b>	\$ 3,275,000	\$ 2,685,000	\$ 1,851,215	\$ 2,685,000
60007 Agency Loan Admin Fees	\$ 5,000	\$ 12,000	\$ 11,689	\$ 24,190
<b>60010 Legal &amp; Professional Services</b>				
60020 Printing & Legal Notices	\$ 7,500	\$ 2,400	\$ 856	\$ 2,400
60030 Insurance	\$ 50,000	\$ 50,000	\$ 25,803	\$ 50,000
60040 Bookkeeping, Payroll & Financial Statements	\$ 15,000	\$ 16,300	\$ 8,169	\$ 16,300
60050 Audit Fees	\$ 25,000	\$ 15,000	\$ 7,500	\$ 19,250
60060 Legal Services	\$ 500,000	\$ 550,000	\$ 289,783	\$ 550,000
<b>Total 60010 Legal &amp; Professional Services</b>	\$ 597,500	\$ 633,700	\$ 332,111	\$ 637,950
<b>60100 USSWS Project Costs</b>				
60110 Easements, ROW Services, Land Purchases	\$ 750,000	\$ 1,200,000	\$ 1,026,824	\$ 1,200,000
60120 Springfield Creek Interceptor Sewer	\$ -	\$ 5,970,000	\$ 1,614,775	\$ 5,970,000
60130 Industrial Sewer System (ISS)	\$ -	\$ 4,350,000	\$ 1,464,700	\$ 4,350,000
60150 Bid Phase Services	\$ -	\$ 40,000	\$ -	\$ 40,000
60160 ISS Bid Phase Services	\$ -	\$ 40,000	\$ -	\$ 40,000
60170 Construction Phase Services	\$ -	\$ 420,000	\$ 97,118	\$ 420,000
60180 ISS Construction Phase Services	\$ -	\$ 420,000	\$ 71,063	\$ 420,000
<b>Total 60100 USSWS Project Costs</b>	\$ 750,000	\$ 12,440,000	\$ 4,274,480	\$ 12,440,000
62000 USSWS Operations & Maintenance	\$ -	\$ 2,400	\$ -	\$ 2,400

**SARPY COUNTY & CITIES WASTEWATER AGENCY**  
**FY 2022 PROPOSED BUDGET AMENDMENT #1**  
**07/01/2021 to 06/30/2022**

	FY 2021 Budget	Adopted FY 2022 Budget	Actual FY 2022 07/21-03/22	Proposed FY 2022 Amendment #1
<b>63000 Vehicles &amp; Large Equipment</b>	\$ -	\$ 32,200	\$ 8,950	\$ 32,200
63010 Vehicle Fuel	\$ -	\$ 2,400	\$ 1,005	\$ 2,400
63040 Lab Testing	\$ -	\$ 1,200	\$ -	\$ 1,200
63050 Testing Equipment, Supplies & Repairs	\$ -	\$ 2,400	\$ 5	\$ 2,400
63070 Safety / PPE	\$ -	\$ 1,200	\$ -	\$ 1,200
63090 Mowing	\$ -	\$ 7,000	\$ 250	\$ 7,000
<b>Total 63000 Vehicles &amp; Large Equipment</b>	\$ -	\$ 46,400	\$ 10,210	\$ 46,400
<b>64000 Office Equipment &amp; Supplies</b>				
64005 Office Supplies	\$ 2,000	\$ 300	\$ 47	\$ 300
64010 Tools, Small Equipment & Maintenance	\$ -	\$ 2,400	\$ -	\$ 2,400
64020 Computers, Printers & Furniture	\$ -	\$ 6,000	\$ 6,418	\$ 10,000
64030 Software & Contracted IT Services	\$ 1,500	\$ 2,400	\$ 11,277	\$ 17,000
64040 Internet (IT Services)	\$ -	\$ 480	\$ 3,921	\$ 8,000
64050 Telephone	\$ -	\$ 360	\$ -	\$ 360
64060 Postage & Shipping	\$ 1,500	\$ 180	\$ 2	\$ 180
<b>Total 64000 Office Equipment &amp; Supplies</b>	\$ 5,000	\$ 12,120	\$ 21,665	\$ 38,240
<b>65000 Personnel &amp; Benefits</b>				
65010 Salaries, Full Time	\$ -	\$ 100,000	\$ 64,182	\$ 100,000
65020 Social Security	\$ -	\$ 7,560	\$ 4,626	\$ 7,560
65030 Deferred Compensation	\$ -	\$ 7,020	\$ 6,308	\$ 10,000
65040 Health Insurance	\$ -	\$ 27,600	\$ 12,918	\$ 27,600
65050 Dental Insurance	\$ -	\$ 1,440	\$ 425	\$ 1,440
65060 Life Insurance	\$ -	\$ 600	\$ 23	\$ 600
65070 Disability Insurance	\$ -	\$ 1,500	\$ -	\$ 1,500
65080 Unemployment / Benefit Payout	\$ -	\$ 300	\$ 113	\$ 300
65090 Workers Compensation Insurance	\$ -	\$ 1,200	\$ 3,725	\$ 4,000
65100 Uniform Allowance	\$ -	\$ 1,500	\$ -	\$ 1,500
65110 Licenses / Certifications	\$ -	\$ 1,800	\$ -	\$ 1,800
65120 Books / Periodicals	\$ -	\$ 400	\$ -	\$ 400
65130 Organizational Dues	\$ -	\$ 840	\$ 1,182	\$ 1,200
65140 Professional Dev. / Conferences	\$ -	\$ 850	\$ 1,040	\$ 1,200
65150 Travel & Lodging	\$ -	\$ 1,500	\$ 605	\$ 1,200
65160 Recruitment & Onboarding	\$ -	\$ 3,000	\$ 759	\$ 3,000
65170 Contingency Funds	\$ -	\$ 84,000	\$ 21,987	\$ 30,000
<b>Total 65000 Personnel &amp; Benefits</b>	\$ -	\$ 241,110	\$ 117,893	\$ 193,300
<b>TOTAL EXPENDITURES:</b>	\$ 4,872,500	\$ 16,314,730	\$ 6,713,725	\$ 16,577,480
<b>NET REVENUES - EXPENDITURES:</b>	\$ 5,867,066	\$ 3,342,270	\$ (4,586,426)	\$ 5,346,019
<b>ENDING MONEY MARKET BALANCE:</b>	\$ 6,566,114	\$ 11,744,735	\$ 1,871,440	\$ 11,803,885

FY 2022 Budget Amendment #1 Adopted by Agency Governing Body: April 27, 2022

FY 2022 Budget Amendment #1 Adopted by Sarpy County Governing Body: \_\_\_\_\_  
 FY 2022 Budget Amendment #1 Adopted by Bellevue Governing Body: \_\_\_\_\_  
 FY 2022 Budget Amendment #1 Adopted by Gretna Governing Body: \_\_\_\_\_  
 FY 2022 Budget Amendment #1 Adopted by La Vista Governing Body: \_\_\_\_\_  
 FY 2022 Budget Amendment #1 Adopted by Papillion Governing Body: \_\_\_\_\_  
 FY 2022 Budget Amendment #1 Adopted by Springfield Governing Body: \_\_\_\_\_

FY 2022 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

15b.  
5/17/2022

COUNCIL MEETING DATE: 05/17/2022	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. 2022-12: Approving the proposed FY2022-2023 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 2022-2023 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. 2022-12 for the FY 2022-2023 Sarpy County and Cities Wastewater Agency

ATTACHMENTS:

1. Resolution No. 2022-12	2. 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: \_\_\_\_\_

*A. Bueckling*  
*[Signature]*  
*[Signature]*

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER  
AGENCY PROPOSED FY2022-2023 BUDGET**

WHEREAS, the City of Bellevue (“Bellevue”) is a party to an interlocal agreement (as amended, the “Formation Interlocal”) entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., 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”);

WHEREAS, pursuant to Section IX of the Formation Interlocal, 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;

WHEREAS, pursuant to Agency Resolution No. 2022-014, the Agency Board approved the proposed FY2022-2023 Budget, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council of the City of Bellevue deems it appropriate and advisable to approve the proposed FY2022-2023 Budget which has been approved by the Agency Board and is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY City Council of the City of Bellevue that the proposed FY2022-2023 Budget is hereby approved.

The above Resolutions were approved by a vote of the City Council of the City of Bellevue at a public meeting duly held in accordance with applicable law on the 17 day of May 2022.

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

**Exhibit A**

**FY2022-2023 Budget**

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

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER  
AGENCY FY2022-2023 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 FY2022-2023 Budget and after discussion the Board deemed it advisable to approve the proposed FY2022-2023 Budget, attached hereto as **Exhibit A**, and pursuant to Section IX of the Agency Formation Agreement the FY2022-2023 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 FY2022-2023 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 FY2022-2023 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 27th day of April, 2022.

ATTEST:

Lisa A. Haine  
Sarpy County and Cities Wastewater  
Agency Secretary



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

**Exhibit A**

FY2022-2023 Budget

[Attached]

**SARPY COUNTY & CITIES WASTEWATER AGENCY**  
**FY 2023 PROPOSED BUDGET**  
**07/01/2022 to 06/30/2023**

	<b>FY2022 Budget Amendment #1</b>	<b>Actual/Estimated FY2022</b>	<b>Proposed FY2023 Budget</b>
<b>10000 Money Market</b>			
10010 Operation and Maintenance			\$ 1,424,075
10020 Loan Payment			\$ 1,500,000
10030 County Repayment			\$ -
10040 Surplus			\$ 4,171,519
<b>Total 10000 Money Market</b>	<b>\$ 6,457,866</b>	<b>\$ 6,457,866</b>	<b>\$ 7,095,594</b>
<b>REVENUES:</b>			
26000 Member PILOT Contributions	\$ 321,900	\$ 321,900	\$ 150,000
25000 CWSRF Planning Loan	\$ 1,944,599	\$ 1,944,599	\$ -
25010 CWSRF Construction Loan	\$ 9,035,000	\$ 9,035,000	\$ 44,138,500
40002 Gemini Customer Contribution Funds Used	\$ 4,930,000	\$ 4,930,000	\$ 5,970,000
40100 Connection Fees	\$ 5,500,000	\$ 60,000	\$ 25,000
40200 User Rate Charges	\$ -	\$ -	\$ -
40300 Misc. Revenue	\$ -	\$ -	\$ -
40310 Federal Earmark	\$ -	\$ -	\$ 3,400,000
40400 Bellevue Expanded Force Main Payment	\$ -	\$ -	\$ 2,000,000
45001 Interest	\$ 192,000	\$ 151,900	\$ 150,000
<b>TOTAL REVENUES:</b>	<b>\$ 21,923,499</b>	<b>\$ 16,443,399</b>	<b>\$ 55,833,500</b>
<b>TOTAL RESOURCES AVAILABLE:</b>	<b>\$ 28,381,365</b>	<b>\$ 22,901,265</b>	<b>\$ 62,929,094</b>
<b>EXPENDITURES:</b>			
Reimbursement to Sarpy County for Reimbursable Contributions	\$ -	\$ -	\$ -
Principal Repayment to NDEE for Planning Loan	\$ 250,000	\$ 250,000	\$ 500,000
60001 Financial Advisor Fees	\$ 200,000	\$ 66,513	\$ 100,000
<b>60005 Consulting Fees</b>			
60005.01 Steven Jensen Consulting	\$ 48,000	\$ 45,895	\$ 30,000
60005.02 Christine Myers Consulting	\$ 12,000	\$ 9,504	\$ 12,000
60005.40 Midwest ROW Consulting	\$ 100,000	\$ 95,356	\$ 442,000
<b>Total 60005 Consulting Fees</b>	<b>\$ 160,000</b>	<b>\$ 150,755</b>	<b>\$ 484,000</b>
<b>60006 Engineering Fees</b>			
60006.01 Misc. Engineering Fees	\$ 45,000	\$ -	\$ 20,000
60006.02 Phase 1A Engineering Design Fees	\$ 2,400,000	\$ 2,400,000	\$ 80,000
60006.03 Task Order 3 Engineering Design Fees	\$ 120,000	\$ 120,000	\$ 31,000
60006.04 ISS Engineering Design Fees	\$ 120,000	\$ 120,000	\$ -
<b>Total 60006 Engineering Fees</b>	<b>\$ 2,685,000</b>	<b>\$ 2,640,000</b>	<b>\$ 131,000</b>
60007 Agency Loan Admin Fees	\$ 24,190	\$ 24,190	\$ 24,000
<b>60010 Legal &amp; Professional Services</b>			
60020 Printing & Legal Notices	\$ 2,400	\$ 1,256	\$ 2,000
60030 Insurance: Commercial Liability and Public Officials	\$ 50,000	\$ 25,900	\$ 28,500
60040 Bookkeeping, Financial Statements & Payroll Fees	\$ 16,300	\$ 11,895	\$ 17,000
60050 Audit Fees	\$ 19,250	\$ 19,250	\$ 18,000
60060 Legal Services	\$ 550,000	\$ 394,783	\$ 550,000
60080 Rate Study Services	\$ -	\$ -	\$ 70,000
<b>Total 60010 Legal &amp; Professional Services</b>	<b>\$ 637,950</b>	<b>\$ 453,084</b>	<b>\$ 685,500</b>
<b>60100 USSWS Project Costs</b>			
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 1,100,000	\$ 1,100,000	\$ 1,700,000
60120 Springfield Creek Interceptor Sewer (SCI)	\$ 5,970,000	\$ 5,970,000	\$ 4,600,000
60130 Industrial Sewer System (ISS)	\$ 4,350,000	\$ 4,350,000	\$ 5,900,000

**SARPY COUNTY & CITIES WASTEWATER AGENCY**  
**FY 2023 PROPOSED BUDGET**  
**07/01/2022 to 06/30/2023**

	<b>FY2022 Budget Amendment #1</b>	<b>Actual/Estimated FY2022</b>	<b>Proposed FY2023 Budget</b>
60140 Lift Stations (LS)	\$ -	\$ -	\$ 7,000,000
60143 Force Main, Segments 1-4 (FM)	\$ -	\$ -	\$ 23,000,000
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)	\$ -	\$ -	\$ 7,000,000
60150 SCI Bid Phase Services	\$ 40,000	\$ 40,000	\$ -
60160 ISS Bid Phase Services	\$ 40,000	\$ 40,000	\$ -
60170 SCI Construction Phase Services	\$ 420,000	\$ 252,000	\$ 415,500
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ -	\$ -	\$ 1,600,000
60180 ISS Construction Phase Services	\$ 420,000	\$ 252,000	\$ 366,000
60185 LS, FM & ZC3 Phase 1A Construction Testing; Surveying	\$ -	\$ -	\$ 250,000
<b>Total 60100 USSWS Project Costs</b>	<b>\$ 12,340,000</b>	<b>\$ 12,004,000</b>	<b>\$ 51,831,500</b>
<b>62000 USSWS Operations &amp; Maintenance</b>			
62010 ISS/Basin Electrical O&M	\$ -	\$ -	\$ 500
62020 ISS/Basin Grounds O&M	\$ 1,150	\$ 500	\$ 2,500
62030 ISS Line O&M	\$ -	\$ -	\$ 500
62040 ISS/Basin Manhole/Structure O&M	\$ -	\$ -	\$ 500
62050 ISS/Basin Misc. O&M	\$ -	\$ -	\$ 500
62060 ISS/Basin Permit Complainece	\$ -	\$ -	\$ 500
62070 ISS/Basin Sampling & Testing	\$ -	\$ -	\$ 1,200
62080 ISS/Basin Software	\$ -	\$ -	\$ 1,500
62090 ISS/Basin Supply Power	\$ -	\$ -	\$ 1,200
62100 ISS/Basin Wireless/Internet	\$ -	\$ -	\$ 1,200
62310 USSWS Electrical O&M	\$ -	\$ -	\$ -
62320 USSWS Grounds O&M	\$ 1,150	\$ 500	\$ 2,500
62330 USSWS Line O&M	\$ -	\$ -	\$ -
62340 USSWS Manhole O&M	\$ -	\$ -	\$ -
62350 USSWS Misc. O&M	\$ -	\$ -	\$ 500
62360 USSWS Permit Complainece	\$ -	\$ -	\$ 500
62370 USSWS Sampling & Testing	\$ -	\$ -	\$ 500
62380 USSWS SCADA System	\$ -	\$ -	\$ -
62390 USSWS Supply Power	\$ -	\$ -	\$ 600
62400 USSWS Wireless/Internet	\$ -	\$ -	\$ 600
62500 USSWS One-Call Locates	\$ -	\$ -	\$ -
62510 ISS One-Call Locates	\$ -	\$ -	\$ 300
62540 Misc. Shipping	\$ 100	\$ -	\$ 100
62550 Contracted Services	\$ -	\$ -	\$ 1,000
62950 O&M Contingency Funds	\$ -	\$ -	\$ 10,000
<b>Total 62000 USSWS Operations &amp; Maintenance</b>	<b>\$ 2,400</b>	<b>\$ 1,000</b>	<b>\$ 26,700</b>
<b>63000 Vehicles &amp; O&amp;M Equipment</b>			
63001 Vehicles	\$ 32,200	\$ 8,950	\$ 60,300
63003 Large Equipment (+\$5,000)	\$ 7,000	\$ 3,500	\$ 6,000
63006 Small Equipment (-\$5,000)	\$ 2,400	\$ 1,200	\$ 3,500
63008 Equipment/Tool Rental	\$ 1,200	\$ 600	\$ 3,000
63010 Vehicle Fuel	\$ 2,400	\$ 2,200	\$ 9,000
63020 Equipment Fuel	\$ -	\$ 200	\$ 1,000
63040 Vehicle Repairs & Maintenance	\$ -	\$ -	\$ 4,000
63050 Equipment Repairs & Maintenance	\$ -	\$ -	\$ -
63070 Safety / PPE	\$ 1,200	\$ 600	\$ 2,000
63090 Insurance: Commercial Automobile	\$ -	\$ -	\$ 3,500
63950 Equipment Contingency Funds	\$ -	\$ -	\$ 10,000
<b>Total 63000 Vehicles &amp; Large Equipment</b>	<b>\$ 46,400</b>	<b>\$ 17,250</b>	<b>\$ 102,300</b>

**SARPY COUNTY & CITIES WASTEWATER AGENCY**  
**FY 2023 PROPOSED BUDGET**  
**07/01/2022 to 06/30/2023**

	<b>FY2022 Budget Amendment #1</b>	<b>Actual/Estimated FY2022</b>	<b>Proposed FY2023 Budget</b>
<b>64000 Office Equipment &amp; Supplies</b>			
64005 Office Supplies	\$ 300	\$ 150	\$ 300
64010 Office Tools, Equipment & Maintenance	\$ 2,400	\$ 250	\$ 600
64020 Computers, Printers & Furniture	\$ 10,000	\$ 6,918	\$ 6,000
64030 Software / SAS	\$ 12,000	\$ 11,837	\$ 17,000
64035 SCIS IT Services	\$ 5,000	\$ 9,974	\$ 12,000
64040 Insurance: Electronic Data Processing	\$ -	\$ -	\$ 250
64050 Office Rental	\$ 8,360	\$ 8,500	\$ 9,000
64060 Postage & Shipping	\$ 180	\$ 11	\$ 90
<b>Total 64000 Office Equipment &amp; Supplies</b>	<b>\$ 38,240</b>	<b>\$ 37,640</b>	<b>\$ 45,240</b>
<b>65000 Personnel &amp; Benefits</b>			
65010 Salaries, Full Time	\$ 100,000	\$ 96,277	\$ 226,000
65012 Phone Allowance	\$ -	\$ -	\$ 2,400
65020 Payroll Taxes	\$ 7,560	\$ 6,877	\$ 18,080
65030 Deferred Compensation	\$ 10,000	\$ 9,462	\$ 27,500
65040 Health Insurance	\$ 27,600	\$ 16,610	\$ 50,000
65045 Post-Employment Health Insurance Plan	\$ -	\$ -	\$ 2,845
65050 Dental Insurance	\$ 1,440	\$ 568	\$ 1,800
65060 Life Insurance	\$ 600	\$ 31	\$ 110
65070 Disability Insurance	\$ 1,500	\$ -	\$ 800
65080 Unemployment / Benefit Payout	\$ 300	\$ -	\$ 1,000
65090 Workers Compensation Insurance	\$ 4,000	\$ 3,725	\$ 12,500
65100 Uniform Allowance	\$ 1,500	\$ 375	\$ 2,500
65110 Licenses / Certifications	\$ 1,800	\$ 450	\$ 1,500
65120 Books / Periodicals	\$ 400	\$ 100	\$ 500
65130 Organizational Dues	\$ 1,200	\$ 1,200	\$ 1,800
65140 Professional Dev. / Conferences	\$ 1,200	\$ 1,200	\$ 2,000
65150 Travel & Lodging	\$ 1,200	\$ 904	\$ 2,000
65160 Recruitment & Onboarding	\$ 3,000	\$ 760	\$ 1,000
65170 Personnel Contingency Funds	\$ 30,000	\$ 22,700	\$ 20,000
65300 Reimbursement to Agency Members for Secretary & Treasurer	\$ -	\$ -	\$ 24,000
<b>Total 65000 Personnel &amp; Benefits</b>	<b>\$ 193,300</b>	<b>\$ 161,239</b>	<b>\$ 398,335</b>
<b>TOTAL EXPENDITURES:</b>	<b>\$ 16,577,480</b>	<b>\$ 15,805,671</b>	<b>\$ 54,328,575</b>
<b>NET REVENUES - EXPENDITURES:</b>	<b>\$ 5,346,019</b>	<b>\$ 637,728</b>	<b>\$ 1,504,925</b>
<b>ENDING MONEY MARKET BALANCE:</b>	<b>\$ 11,803,885</b>	<b>\$ 7,095,594</b>	<b>\$ 8,600,519</b>

FY 2023 Budget Adopted by Agency Governing Body: April 27, 2022

FY 2023 Budget Adopted by Sarpy County Governing Body: \_\_\_\_\_

FY 2023 Budget Adopted by Bellevue Governing Body: \_\_\_\_\_

FY 2023 Budget Adopted by Gretna Governing Body: \_\_\_\_\_

FY 2023 Budget Adopted by La Vista Governing Body: \_\_\_\_\_

FY 2023 Budget Adopted by Papillion Governing Body: \_\_\_\_\_

FY 2023 Budget Adopted by Springfield Governing Body: \_\_\_\_\_

FY 2023 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

15c.  
5/17/2022

COUNCIL MEETING DATE: 05/17/2022	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. 2022-13: Approving the revised Growth Management Plan (GMP) and Related Policies and Procedures 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. All capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal.

FISCAL IMPACT: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the mayor to sign Resolution No. 2022-13 for Growth Management Plan (GMP) for the FY2022-2023 Sarpy County and Cities Wastewater Agency.

ATTACHMENTS:

- Resolution No. 2022-13
- Exhibit A
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Breyer

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

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

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

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

WHEREAS, Bellevue is a Member of the Agency;

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

WHEREAS, pursuant to Agency Resolution 2020-013, the Agency adopted and approved certain policies and procedures that are intended to implement and enforce the Growth Management Plan (collectively, as amended, the “GMP Policies”). The GMP Policies were subsequently approved by the governing body of Bellevue;

WHEREAS, pursuant to Agency Resolution 2022-015, the Agency adopted and approved a revised Growth Management Plan and GMP Policies, a copy of which is attached hereto as **Exhibit 1** (the “Revised GMP Resolution”), which updated and revised the certain portions of the Growth Management Plan and GMP Policies (the “Revised GMP Policies”). The Revised GMP Policies are attached to the Revised GMP Resolution;

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

WHEREAS, the Agency Board has submitted to the City Council of the City of Bellevue the Revised GMP Policies for review and incorporation into Bellevue's comprehensive development and land use plan or similar instrument(s);

WHEREAS, Bellevue (a) recognizes that any future development and related sewer service expansion within the Agency's Jurisdiction shall be consistent with the Growth Management Plan, as amended, the GMP Policies, as amended, and any other implementing policies and procedures adopted by the Agency Board from time to time, and (b) agrees to submit the Revised GMP Policies to planning and zoning board (or related body) for review and incorporation into its comprehensive development and land use plan or similar instrument; and

WHEREAS, Bellevue City Council deems it appropriate and advisable to adopt and approve the Revised GMP Policies attached to the Agency's Revised GMP Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bellevue, that the Revised GMP Policies are hereby adopted and approved;

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

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

The above Resolutions were approved by a vote of the City Council of the City of Bellevue at a public meeting duly held in accordance with applicable law on the 17 day of May, 2022.

---

Mayor, Rusty Hike

**Exhibit 1**

Revised GMP Resolution [2022-015]

**BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY****RESOLUTION ADOPTING AND APPROVING REVISED GROWTH MANAGEMENT PLAN AND RELATED POLICIES AND PROCEDURES**

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

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

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

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

WHEREAS, pursuant to Agency Resolution Nos. 2019-004 and 2020-013, the Agency adopted the Growth Management Plan and its implementing policies and procedures (collectively, and as amended, the “Growth Management Plan”) that prioritizes areas of land development and growth within the Agency’s Jurisdiction and that serves as a necessary step in the development of the Master Plan. The Growth Management Plan was subsequently approved by each Agency Member’s governing body;

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

WHEREAS, in connection therewith, the Agency Board reviewed the proposed revised Growth Management Plan and Policies and Procedures attached hereto as **Exhibit A** (the “Revised Growth Management Plan”);

WHEREAS, the Agency Board deems it appropriate and advisable to approve the attached Revised Growth Management Plan; and

WHEREAS, the Agency recognizes that the Agency’s adoption of the Revised Growth Management Plan does not supersede each Member’s planning approval jurisdiction, and the Members (a) recognize that any future development and related sewer service expansion within the Agency’s Jurisdiction shall be consistent with the Growth Management Plan, as amended, and any implementing policies and procedures adopted by the Agency Board from time to time, and (b) agree to submit the Revised Growth Management Plan to their respective bodies and

planning and zoning boards (or related bodies) for review and incorporation into their respective comprehensive development and land use plans or similar instruments.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD THAT the Revised Growth Management Plan attached hereto as **Exhibit A** are hereby adopted and approved;

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

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

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 27th day of April, 2022.

ATTEST:

Lisa A. Haine  
Sarpy County and Cities Wastewater  
Agency Secretary



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

**EXHIBIT A**

**Revised GMP Policies and Procedures**

[Attached]

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

*Adopted by Sarpy County and Cities Wastewater Agency on June 26, 2019 Pursuant to Resolution No. 2019-004*  
*Amended on February 26, 2020 Pursuant to Resolution No. 2020-004; and April 27, 2022 Pursuant to Resolution No. 2022-015*

**Overview**

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

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

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

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

**Growth Management Area**

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

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

### **Growth Zones**

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

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

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

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

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

*Effective August 26, 2020*

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

*Amended on April 27, 2022 Pursuant to Resolution No. 2022-015*

I. **Purpose.** The policies and procedures set forth herein (collectively, these "**Policies**") are intended to and do effectuate the Growth Management Plan initially adopted by the Sarpy County and Cities Wastewater Agency (the "**Agency**") on June 26, 2019 pursuant to Resolution No. 2019-004 and amended on February 26, 2020 pursuant to Resolution No. 2020-004 (as amended, the "**Growth Management Plan**") to guide suburban and urban development within the Agency's jurisdiction in southern Sarpy County depicted as the "Service Area" on **Figure 1** attached hereto (the "**Agency's Jurisdiction**") to be served by a unified sanitary sewer system owned and operated under the Agency (the "**System**"). The Growth Management Plan is incorporated herein by this reference. The Agency was created under the Interlocal Cooperation Act pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "**Formation Interlocal**").

II. **URZ and UDZ Policies.** The following Policies, as adopted by the Agency and its individual members (individually, a "**Member**"; collectively, "**Members**"), apply to property and developments within the designated Urban Reserve Zone ("**URZ**") and Urban Development Zone ("**UDZ**") located in the Agency's Jurisdiction, each as depicted on the Growth Zone map attached hereto as **Figure 2**. Unless otherwise provided in these Policies, the future land use pattern for developments within the Agency's Jurisdiction shall be urban, suburban, or industrial in character and density that can be served with public infrastructure, facilities, utilities and services (including water and wastewater).

A. ***URZ Policies.***

1. Standard suburban/urban/industrial developments requiring municipal water and/or wastewater services will not be allowed in the URZ until individual watersheds in which such developments are located are included within the UDZ and "opened" for development as part of the phased extension of sanitary sewer service from the UDZ, unless otherwise approved by a resolution of the Agency Board or as provided in these Policies.

2. New developments in the URZ will be limited except as may be allowed by the applicable Member's large acreage and build-through or similar type of zoning and/or subdivision regulations. For Members that do not have a large acreage, build-through or similar type zoning and/or subdivision regulations, developments in those Members' zoning and planning jurisdiction shall adhere to Sarpy County's corresponding regulations.

3. New developments in the URZ must provide for arterial street connections and through-street connections and adequate easements for future utility extensions. Such future extensions cannot be altered, blocked or denied. The applicable Members shall follow their respective street connection plans or similar type policies. For Members that do not have such plans or policies, those Members shall follow Sarpy County's street connection plan.

4. Prior to a Member's approval of a final plat for any tract, parcel or lot within the URZ, there must be a Member Agreement (as defined below) for such tract, parcel or lot.

5. If development is permitted in the URZ in accordance with these Policies, such development should be designed and constructed in a way that minimizes impact on surrounding uses and allows for future suburban/urban/industrial development, i.e. cluster development.

6. The URZ should be periodically monitored/evaluated for adjustment by the Agency. As urban/suburban/industrial scale infrastructure (municipal water, wastewater, roadways, and other improvements and services) becomes available on the periphery of the URZ, the Agency may assess the phased transition of watersheds located in the URZ to the UDZ in accordance with Section III below.

**B. *UDZ Policies.***

1. Development in these areas must be served with public infrastructure, facilities, utilities and services (including municipal water and wastewater) in a manner that is coordinated with the appropriate Member jurisdictions.

2. Development must be urban/suburban/industrial in character and follow the Agency's sewer flow and revenue assumptions and projections for the land within the UDZ and the Agency's Jurisdiction.

3. If a Member approves a development within the UDZ that is not urban, suburban or industrial in character and density, such development shall be subject to a connection fee on a per acre basis as set forth in the Agency's rate and fee schedule then in effect. If, however, such Member does not want to assess a connection fee on a per acre basis, the procedure set forth in Section IV.C.1 below shall be followed to determine the adverse impact of such development and the Member's agreement to compensate the Agency for the same.

C. *UDZ and URZ "With Agreement" Policies.* The Growth Zone map attached hereto as **Figure 2**, may depict certain areas as "UDZ With Agreement" and "URZ With Agreement." The Agency has determined that such areas are currently able to be designated as UDZ or URZ, as applicable, but only upon execution of a separate written agreement between the Agency and the governing body of the applicable Member that includes provisions concerning the design, construction, and financing of sewer infrastructure within such area (whether the Agency System or other sewer system(s)), projected wastewater flows in such designated areas, whether such area is subject to Agency connection fees or other similar fees and costs, whether deferment of development in another UDZ area is required, and whether such infrastructure will be pioneered or financed by such Member. Upon satisfaction of all the conditions set forth in each such written agreement necessary to designate such area as UDZ or URZ, as applicable, the Agency shall update the Growth Zones map to show such "UDZ With Agreement" areas as UDZ, or, applicable, such "URZ With Agreement" areas as URZ, and unless otherwise set forth in such written agreement, such Growth Zones map update may be done without further Agency Board action or approval.

D. *Policies Applicable to Governmental or Quasi-Governmental Developments.* If a Member notifies the Agency of a proposed development within such Member's zoning and planning jurisdiction by another governmental, quasi-governmental or other district, agency, body, political subdivision or entity with eminent domain authority that such Member does not otherwise support pursuant to subsections (A), (B), or (C) above, and only after such Member used good faith efforts to reach an agreement with the applicable developer with respect to connection fees, user rates and other considerations applicable to such development not otherwise addressed in this Section II or set forth in the Growth Management Plan, no Member shall be responsible for the payment to the Agency of any connection fees otherwise payable to the Agency applicable to such development in accordance with the Agency's rate and fee schedules then in effect.

### III. **Amendments to and Periodic Reviews of Growth Management Plan and Policies.**

A. *Amendments.* The Agency Board may establish and adopt such additional policies and procedures as it deems necessary and appropriate to effectuate these Policies and to implement the Growth Management Plan.

B. *Periodic Reviews of and Updates to Growth Management Plan and Policies.* The Agency shall periodically review and update, as necessary, the Growth Zones, Growth Management Plan and these Policies, and such reviews shall occur no less frequently than every four-to-five years or sooner if market conditions require. Such reviews and updates shall follow the same process as the initial adoption of the plan, as follows:

1. Document and review historic development data and trends in the Agency's Jurisdiction and the surrounding metropolitan area.

2. Review all plans for the area and ensure that those plans and the new growth management plan are compatible.

3. Analyze current market conditions and estimate future development needs.

4. Review actual revenue from various sources and estimate revenue based on future development patterns and trends.

5. Review potential watersheds for a shift from the URZ to the UDZ and estimate costs.

6. Consider not only the sewer costs but also the cost of other needed public infrastructure, utility, facility and service costs.

7. Based on this analysis identify preferred watershed(s), if any, that are needed to accommodate new development, to be included in the UDZ. Calculate the revenue adjustments needed to pay for the necessary improvements.

8. Meet with the Member jurisdictions, development community, business community and public, to develop the proposed changes, costs and financing plan.

9. Based on input from these interested parties prepare a final boundary plan for approval by the Agency Board and adoption by the applicable Member jurisdictions.

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

A. *Agency Jurisdiction Boundary Changes.* Except as expressly provided in these Policies, the area comprising the Agency's Jurisdiction shall be established in accordance with the Formation Interlocal.

B. *Minor Adjustments to Growth Zones Boundaries.* The following section outlines the process and criteria for making minor adjustments to the URZ and UDZ boundaries following a request by an Agency Member. Requests for minor Growth Zones boundary adjustments shall be made by a Member in writing to the Agency Administrator stating the reason or reasons for a minor boundary adjustment based on the criteria set forth below. The Agency Administrator shall transmit the request to the Board as a minor Growth Zone boundary adjustment for consideration. In considering a request for such a minor boundary adjustment, the Agency Board shall consider whether the following criteria can be met:

1. The applicable Member and/or developer must have taken the necessary steps to ensure that the development subject to the boundary adjustment request will be served by municipal sanitary interceptor sewers and other infrastructure necessary to support urban/suburban/industrial development;

2. The applicant can show that there is a factual defect in the delineation of the URZ boundary line;

3. A developer can show that after the proposed grading of a portion of its development that is within the URZ, the property can be served by industry standard depth gravity flow to an existing Member sanitary sewer line, or the Agency System, as applicable, in the UDZ; and/or

4. Any other criteria not now anticipated that follows the objectives outlined in the Growth Management Plan and these Policies.

If it is determined by the Agency Board that at least one of the above criteria has been met and upon execution of agreements and/or adoption of an Agency Board resolution, as applicable, effectuating the above, the development area will be added into the UDZ and the Growth Zone map(s) will be adjusted accordingly unless the Agency determines that such minor adjustment would: (i) adversely impact the System, the Agency, or any Member jurisdiction; (ii) cause the Agency to violate any agreements to which it is a party; or (iii) otherwise violate Agency resolutions, policies and/or procedures then in effect.

C. *Growth Zones Boundary Changes.* The following section outlines the process and criteria for adjusting the URZ and UDZ boundaries following a request by an Agency Member that does not meet the criteria for a minor adjustment under subsection (B) above or under Section VI below.

1. If a Member determines that standard suburban/urban/industrial development should occur within a portion of the URZ located within that Member's planning and zoning jurisdiction and the Growth Zone boundaries should be adjusted to include such development within the UDZ, that Member may allow such standard suburban/urban/industrial development consistent with the following procedure, unless waived or otherwise permitted by these Policies or by resolution of the Agency Board:

(a) Such Member must notify the Agency Administrator in writing that it desires to pursue a Member Agreement (defined below) to allow a standard suburban/urban/industrial development in the URZ and

to move such development to the UDZ. Such boundary adjustment requests should state the reason or reasons for the boundary adjustment;

(b) The Agency pays for and commissions from its financial advisor(s) a new study of the potential adverse impact of moving within the boundary of the UDZ to the System's anticipated capacity, function and connection fees if such development were to occur. The Member shall provide the Agency staff and its advisor(s) with all pertinent information reasonably requested by said staff and advisor(s) related to the proposed standard suburban/urban/industrial development in order for the advisor(s) to conduct such a study;

(c) Prior to such impact study being conducted, (i) a preliminary plat or application for such proposed standard suburban/urban/industrial development must have previously been submitted to the Member's planning and zoning board, and (ii) the Member requesting the Agency impact study must pay to the Agency one-half of the cost for the same;

(d) In the event the Member disagrees with the results of the Agency's impact study, such Member may, at the Member's sole cost and expense, obtain a separate study on the potential adverse impact of moving such development from the URZ to the UDZ. If the Member elects to obtain a separate impact study, it shall provide a copy of the same to the Agency Administrator. The Agency is under no obligation to accept, consider, adopt or incorporate any portion of such Member's impact study, and the Agency Board retains the authority to determine the adverse impact of moving such development from the URZ to the UDZ in its sole and absolute discretion; and

(e) The Agency and such Member enter into a written agreement (a "Member Agreement") pursuant to which such Member agrees to compensate the Agency for and make other accommodations necessary to eliminate any adverse impact as determined by the Agency's impact study. If the Member agrees to compensate the Agency for and otherwise eliminate the potential impacts to the System capacity, function and connection fees as determined by the impact study, then the Agency cannot deny or delay approval of the Member Agreement. To the extent feasible and agreed to by the Agency and the applicable Member, the Member Agreement may include provisions permitting the developer of such land to be reimbursed by such Member or other future developments in connection with the developer's pioneering of the construction and payment of non-interceptor sewer infrastructure.

V. **Exception Requests Procedures and Criteria**

A. *Exception Policy.* Although it is not encouraged, a limited amount of development may be allowed within the URZ prior to the installation of infrastructure necessary to support urban development. However, it is important that any such interim development provides for future sewer and utility easements and follows applicable Agency and Member policies for arterial and internal street connections. In addition, it is important that any such URZ development reserves sufficient land for future urban development. Such steps will ensure that future urban development can be supported and fit seamlessly with earlier development. To ensure that sufficient land is set aside and that proper connections and easements are provided, any development approved by the Agency in the URZ in accordance with the Agency's policies and procedures shall adhere to build-through regulations comparable to those of Sarpy County with respect to the level of sewer flows and revenue generated by such development or the applicable Member's similar type regulations, whichever is more restrictive and promotes the most dense development.

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

1. Exception requests should be made in writing to the Agency Administrator stating the reason or reasons why the Growth Management Plan and/or these Policies should be waived.

2. The Agency Administrator will transmit the request to the Board for appropriate action as a Growth Management Plan Exception.

3. In considering the request for Exception, the Board shall determine whether one or more of the following criteria can be met, provided the applicant agrees to pay sewer connection and usage fees established by the Agency and to set aside any necessary sewer easements as may be necessary to ensure the future extension of sewer service within the Agency's Jurisdiction, unless otherwise waived pursuant to subsection 3(a) below:

(a) The applicant/developer can show that the subject land is subject to an approved preliminary subdivision plat and/or rezoning with an application that was submitted on or before August 9, 2019<sup>1</sup>, and, therefore, should be entitled to complete its development in accordance with the regulations prevailing at the time it submitted its plat and/or rezoning application, and such developments under shall not be subject to

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<sup>1</sup> August 9, 2019 represents the date that all governing bodies of the Members approved the Growth Management Plan initially adopted by the Agency on June 26, 2019 pursuant to Agency Resolution No. 2019-004.

payment to the Agency of any sewer connection fees. Replats and rezonings that result in significant changes to the original plat and/or use of the affected property may be reviewed on a case-by-case basis, and such development may be required to set aside new or additional sewer easements and pay applicable Agency connection fees;

(b) The applicant can show that approval of the request would further another important Member Comprehensive Plan objective which might offset any detrimental impact of granting an Exception from the URZ requirements;

(c) The applicant can show that the approval will allow division of property for settlement of an estate between family members so that ownership will be continued uninterrupted within the family and that they have followed the County's guidelines for utility and drainage easements and roadway access and connections; and/or

(d) The applicant can show that it is requesting to create a single additional lot for sale or transfer to a member of their immediate family for construction of a home for that family member and that they have followed the County's guidelines for utility and drainage easements and roadway access and connections.

4. Exceptions shall not be granted if the proposed development or subdivision is for land that has previously been set aside as an "outlot" through the Build-Through Overlay Zoning District process.

5. Exceptions related to 3(b) above should not be granted unless the development is supported by the applicable Member jurisdiction within which the development is located and only after appropriate physical and financial adjustments and possible compensations are provided to ensure that the exception will not adversely affect the Agency's objectives, policies, procedures or finances. In addition, such an exception should not be granted if the small lot subdivision can be achieved through a Build-Through Overlay Zoning District process.

6. In the event the Agency grants conditional approval of an Exception request, such Agency conditions shall be satisfied before the applicable Agency Member approves the applicable preliminary plat and/or rezoning approval.

7. Any approval by the Agency Board of any such Exception shall, at the request of the Agency Board, be memorialized in a written agreement between the Agency and the governing body of the applicable Member.

VI. Administrative Changes/Approvals.

A. *Administrative Approvals of Agency Jurisdiction Boundary Changes.* To the extent permitted by the Formation Interlocal, the Agency Administrator may amend the boundary of the Agency's Jurisdiction without Board approval in accordance with the following procedure:

1. A Member must submit to the Agency Administrator a written request for an administrative boundary adjustment to the Agency's Jurisdiction. Such written administrative boundary adjustment request shall state the reason or reasons supporting the administrative boundary adjustment to the Agency's Jurisdiction is necessary. The Member shall also provide the Agency staff and its advisor(s) with all pertinent information reasonably requested by said staff and advisor(s) related to the administrative boundary adjustment request;

2. If such Member requests only to remove land from the Agency's Jurisdiction, the Agency's financial advisor must confirm in writing that removal of such land from the Agency's Jurisdiction does not result in a substantial loss of Agency projected revenue<sup>2</sup>;

3. If such Member requests only to add land to the Agency's Jurisdiction, then the Agency's Project Engineer must confirm in writing the System has sufficient capacity<sup>3</sup> to serve any added land based on projected flows from such additional land;

4. If such Member requests both to remove and add land to the Agency's Jurisdiction, then (a) the Agency's financial advisor must confirm in writing that the net result of such removal and addition does not result in a substantial loss of Agency projected revenue, and (b) the Agency's Project Engineer must confirm in writing the System has sufficient capacity to serve any added land based on projected flows from such additional land;

5. Land added, removed and/or swapped administratively pursuant to this subsection (A) must be located entirely within the requesting Member's extraterritorial jurisdiction and contiguous to the then existing boundary of the Agency's Jurisdiction;

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<sup>2</sup> For purposes of Section VI(A) and (B), a proposed boundary change shall be deemed to result in a "substantial loss of Agency projected revenue" if the cumulative result is a net reduction of projected Agency connection fees for five (5) acres or more of land from the Agency's Jurisdiction or from the UDZ Growth Zone, as applicable.

<sup>3</sup> For purposes of Section VI(A) and (B), the Agency shall be deemed to have "sufficient capacity" to serve additional land under a boundary change if the cumulative result is a net increase of no more than five (5) acres of land to the Agency's Jurisdiction or to the UDZ Growth Zone, as applicable.

6. All non-requesting Members shall have no less than ten (10) business days to review and comment on such administrative boundary adjustment request. The Agency Administrator shall not approve or deny such written boundary adjustment request within such ten-business day period, unless the Agency Administrator receives written comments from a representative of each of the non-requesting Members during such ten-business day period, in which case the Agency Administrator may approve or deny such request prior to the expiration of such review and comment period; and

7. The Agency Administrator shall have the discretion to approve or deny such boundary change requests so long as such decision is in writing and accompanied by a written recommendation by the Agency Project Engineer (or the Agency Administrator's designee) and approved by Agency legal counsel. The Agency Administrator reserves the right to refer any and all requests for administrative boundary changes to the full Agency Board in his/her sole and absolute discretion.

B. *Administrative Approvals of Growth Zones Boundary Changes.* The Agency Administrator may amend the Growth Zones boundaries without Board approval in accordance with the following procedure, which shall apply to all requests for administrative changes to the Growth Zones boundaries, whether such request adds, removes, swaps or defers land between the URZ and UDZ Growth Zones:

1. A Member must submit to the Agency Administrator a written request for an administrative Growth Zones boundary adjustment to the Growth Zones. Such written administrative boundary adjustment request shall state the reason or reasons supporting the administrative boundary adjustment to the Growth Zones is necessary. The area subject to such requested Growth Zone boundary adjustment change shall be reflected in a subdivision/plat application submitted to such Member. The Member shall also provide the Agency staff and its advisor(s) with all pertinent information reasonably requested by said staff and advisor(s) related to the administrative boundary adjustment request;

2. The Agency's financial advisor must confirm in writing that the Growth Zone boundary change does not result in a substantial loss of Agency projected revenue;

3. The Agency Project Engineer (or the Agency Administrator's designee) must confirm in writing the area subject to such Growth Zone boundary change can be served by gravity flow with standard depth sewers and the System has sufficient capacity to serve any land added to the UDZ under such request;

4. The Agency Project Engineer (or the Agency Administrator's designee) must confirm in writing whether (i) there is available Agency sewer

infrastructure to serve the land added to the UDZ under such request, or (ii) the requesting Member is willing to pioneer any required additional sewer infrastructure. Any pioneering of additional sewer infrastructure shall be subject to a Member Agreement approved by the Agency Board and the governing body of the requesting Member;

5. Land added, removed and/or swapped administratively pursuant to this subsection (B) must be located entirely within the requesting Member's extraterritorial jurisdiction and subject to the Agency's Jurisdiction;

6. All non-requesting Members shall have no less than ten (10) business days to review and comment on such administrative boundary adjustment request. The Agency Administrator shall not approve or deny such written boundary adjustment request within such ten-business day period, unless the Agency Administrator receives written comments from a representative of each of the non-requesting Members during such ten-business day period, in which case the Agency Administrator may approve or deny such request prior to the expiration of such review and comment period; and

7. The Agency Administrator shall have the discretion to approve or deny such boundary change requests so long as such decision is in writing and accompanied by a written recommendation by the Agency Project Engineer (or the Agency Administrator's designee) and approved by Agency legal counsel. The Agency Administrator reserves the right to refer any and all requests for administrative boundary changes to the full Agency Board in his/her sole and absolute discretion.

C. *Administrative Approvals of Exceptions.* Requests for an Exception and/or Agency approval of developments within the Agency's Jurisdiction that are, as determined by the Agency's Project Engineer, (1) subject to a bona fide subdivision plat and/or rezoning application submitted to the applicable Member on or before August 9, 2019 (not including replats or rezonings), (2) non-material or administrative in nature, or (3) in conformance with, or otherwise satisfies, the criteria set forth in the Growth Management Plan and these Policies, may be approved by the Agency Administrator without Agency Board approval. Such approval by the Agency Administrator must be in writing and accompanied by a written recommendation by the Agency Project Engineer (or the Agency Administrator's designee) and approved by Agency legal counsel. All non-requesting Members shall have no less than ten (10) business days to review and comment on such Exception requests. The Agency Administrator shall not approve nor deny such written Exception requests within such ten-business day period, unless the Agency Administrator receives written comments from a representative of each of the non-requesting Members during such ten-business day period, in which case the Agency Administrator may approve or deny such request prior to the expiration of such review and comment period.

**VII. Fees and Rates.**

A. Prior to the connection to the Agency's System of any development or land located within the Agency's Service Area, such development or land shall be subject to the payment of applicable connection, usage, and other rates and fees established by the Agency from time to time. Each Member having zoning jurisdiction over such developments shall be responsible for collecting and paying to the Agency such rates and fees in accordance with applicable Agency resolutions, policies and procedures then in effect.

VIII. **Connection Agreements.** Prior to a Member's approval of a final plat for any development or land located within the Agency's Jurisdiction, the Agency, the Member having zoning and planning jurisdiction, and such owner, developer or sub-divider shall enter into a three-party connection agreement (or subdivision agreement or similar instrument) that authorizes the connection of such development or land to the Agency's System and incorporates the Agency's Growth Management Plan, these Policies, and the sewer connection fees and user rates schedules and policies then in effect. In lieu of such three-party connection agreement (or subdivision agreement or similar instrument), such Member and owner, developer, or sub-divider shall be deemed to have complied with this section without entering into a three-party agreement if such agreement between the Member and owner, developer, or sub-divider (1) incorporates the Agency's Growth Management Plan, these Policies, and the sewer connection fees and user rates schedules and policies then in effect, (2) expressly names the Agency as a third party beneficiary with respect to the enforcement of the same, and (3) is approved as to form by the Agency Administrator (or his or her designee). Such three-party agreement (or two-party agreement with the Agency as a third-party beneficiary) or a memorandum of the same shall be recorded against the subject land in order to provide notice of the Agency's rights therein. Each Member shall include this provision as a condition to each preliminary plat approval. Provided however, that no such three-party connection agreement (or two-party agreement with the Agency as a third-party beneficiary) is required for any final plat for any development or land that is (a) within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, or Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019, and (b) not connecting to the Agency's System.

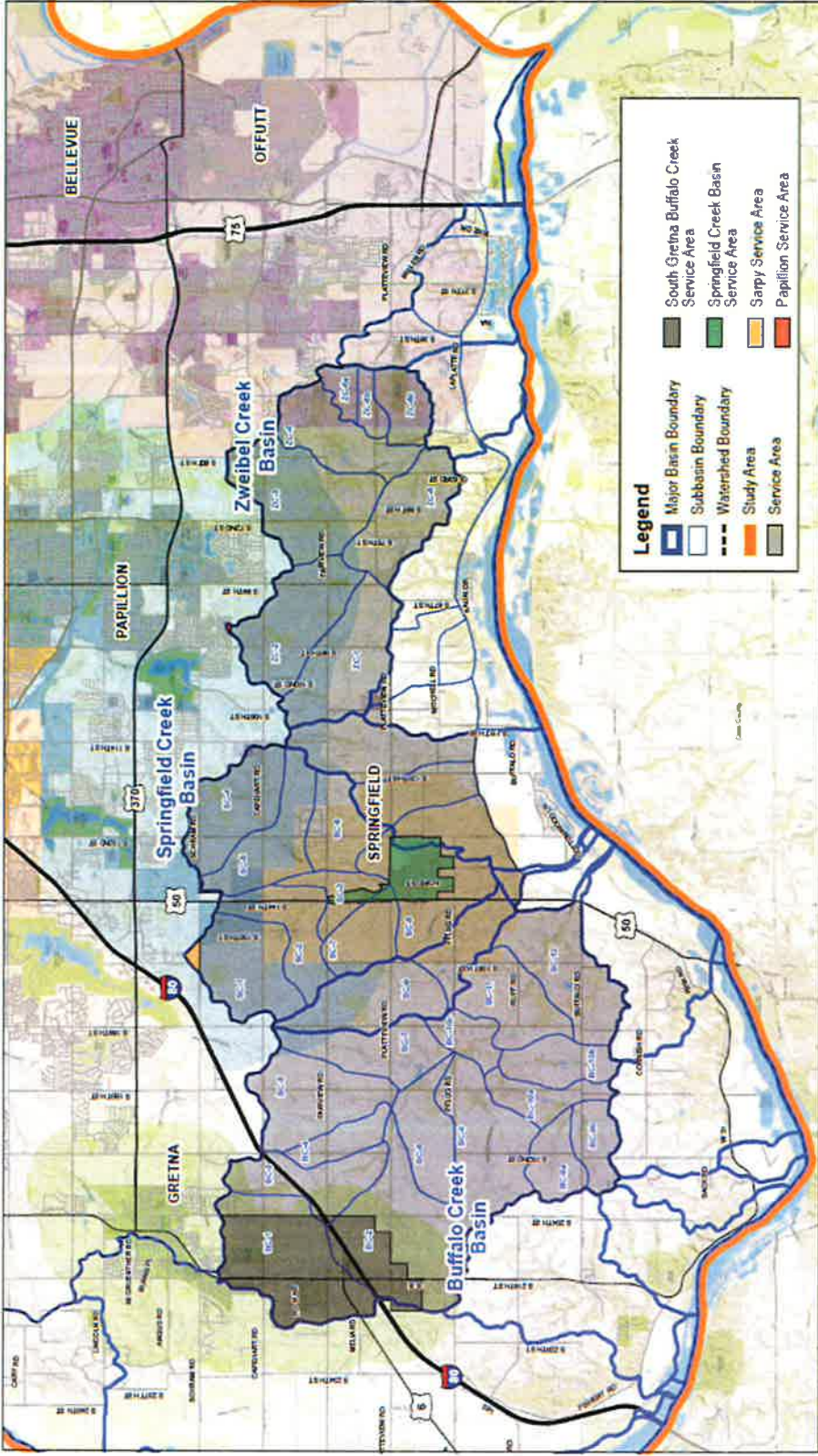
**Amended Agency Growth Management Plan and Implementing Policies and Procedures Adopted by:**

Agency Board:	April 27, 2022
Sarpy County Governing Body:	[ _____ ], 2022
Bellevue Governing Body:	[ _____ ], 2022
Gretna Governing Body:	[ _____ ], 2022
La Vista Governing Body:	[ _____ ], 2022
Papillion Governing Body:	[ _____ ], 2022
Springfield Governing Body:	[ _____ ], 2022

**FIGURE 1**

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

[Attached]



DATE: June 2019  
 FIGURE: Service Area

SOUTHERN SARYP COUNTY



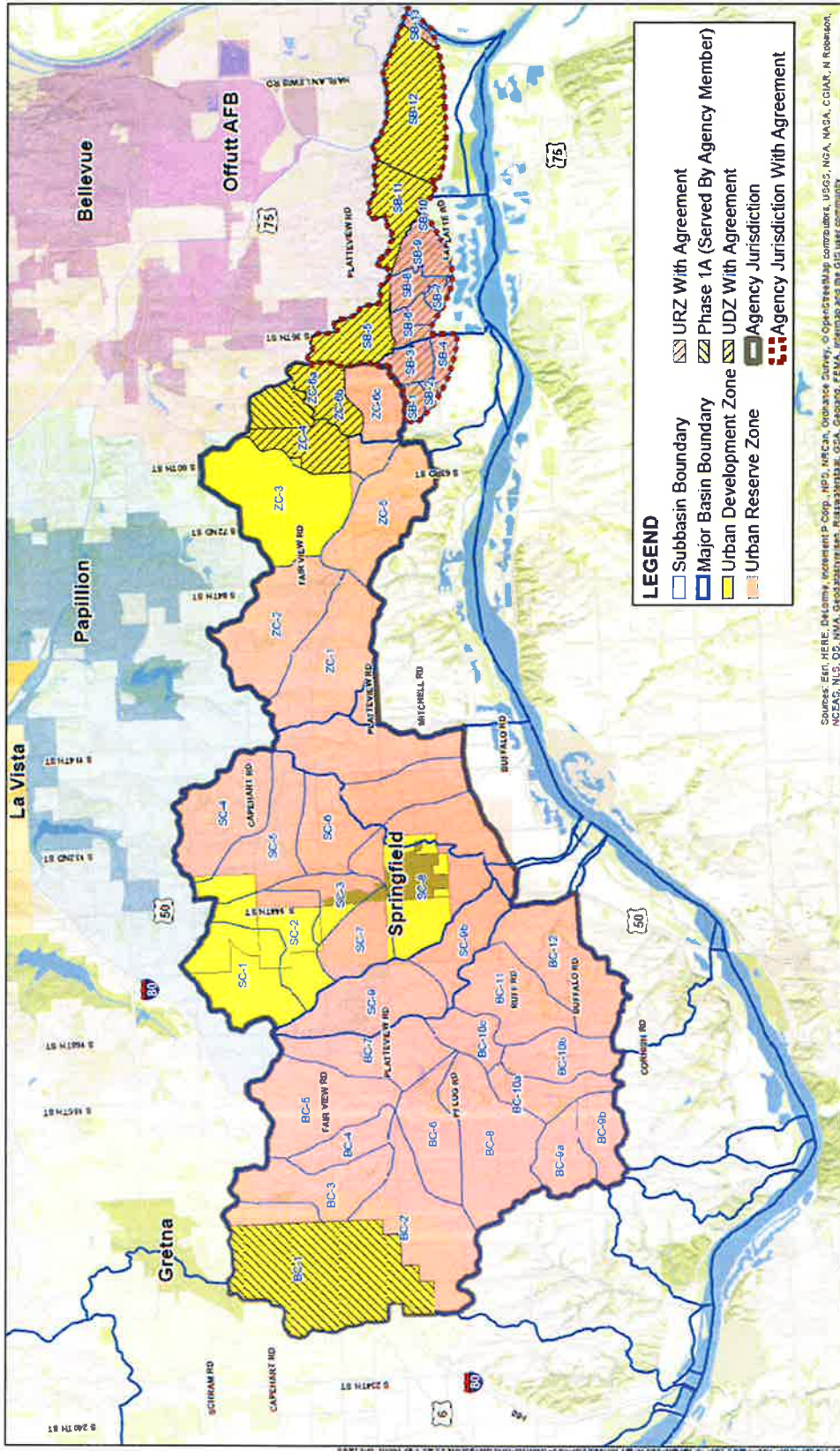
**FIGURE 1**  
 Growth Management Plan

**FIGURE 2**

**Growth Zones**

Initially Established by Agency on June 26, 2019 Pursuant to Resolution 2019-004  
Amended by the Agency on February 26, 2020 Pursuant to Resolution 2020-004; and on April 27,  
2022 Pursuant to Resolution No. 2022-015

[Attached]



Sources: Esri, HERE, DeLorme, Intermap, P. Corp., NPS, NRCAN, GeBCO, Swire, © OpenStreetMap contributors, USGS, NGA, NACIA, CGIAR, M. Robinson, NCEAS, NLS, GE, NNA, GDD, Esri, Swire, © OpenStreetMap contributors, USGS, NGA, NACIA, CGIAR, M. Robinson, NCEAS, NLS, GE, NNA, GDD, Esri, Swire, © OpenStreetMap contributors, USGS, NGA, NACIA, CGIAR, M. Robinson

DATE: APRIL 2022  
 FIGURE: 2

**SOUTHERN SARP COUNTY  
 UPDATED URBAN DEVELOPMENT ZONE**



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15d.  
5/17/2022

COUNCIL MEETING DATE: 05/17/2022	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. 2022-14: Approving the Formation Interlocal Agreement for the Sarpy County and Cities Wastewater Agency FY2022-2023 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. All capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal.

FISCAL IMPACT: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the mayor to sign Resolution No. 2022-14 for Interlocal Agreement for FY2022-2023 Sarpy County and Cities Wastewater Agency.

ATTACHMENTS:

1. Resolution No. 2022-14	2. Exhibit A	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:


**RESOLUTION APPROVING THE THIRD AMENDMENT TO THE INTERLOCAL  
AGREEMENT CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY**

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

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

WHEREAS, City of Bellevue is a Member of the Agency;

WHEREAS, pursuant to Section XVII of the Formation Interlocal, the Agency Board may amend the Agreement upon the execution of a written amendment by the governing bodies of all Members, and the approval of resolutions adopting the terms of the written amendment by the governing body of each Member;

WHEREAS, pursuant to Agency Resolution 2022-016, the Agency Board approved the Third Amendment to the Formation Interlocal (the “Third Amendment”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, the City Council of the City of Bellevue deems it appropriate and advisable to adopt and approve the Third Amendment.

NOW, THEREFORE, BE IT RESOLVED BY City Council of the City of Bellevue that the Third Amendment is hereby approved and adopted; and,

IT BE FURTHER RESOLVED BY City Council of the City of Bellevue that Mayor, Rusty Hike is hereby authorized to execute the Third Amendment on behalf of City Council of the City of Bellevue.

The above Resolutions were approved by a vote of the City Council of the City of Bellevue at a public meeting duly held in accordance with applicable law on the 17 day of May 2022.

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

**Exhibit A**

Third Amendment

[Attached]

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

**RESOLUTION APPROVING THE THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY**

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

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

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

WHEREAS, pursuant to Sections XVII and XVIII(D) of the Formation Interlocal, the Formation Interlocal may be amended by a written amendment by the governing bodies of all the Members of the Agency, and the approval of resolutions adopting the terms of such amendment by the governing body of each Member,

WHEREAS, the Agency Board has discussed the proposed Third Amendment to Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency attached hereto as **Exhibit A** (the "Third Amendment"), and after discussion the Agency Board deemed it appropriate and advisable to approve the Third Amendment and to submit the same to the governing body of each Agency Member for approval and execution.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the Third Amendment is approved for submission to the governing body of each Agency Member for execution; 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, the Third Amendment and any and all documents associated with or in furtherance of the Third Amendment.

The above Amended 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 27th day of April, 2022.

ATTEST:

Lisa A. Haine  
 Sarpy County and Cities Wastewater  
 Agency Secretary



David R. K. Olson  
 Sarpy County and Cities Wastewater  
 Agency Board Chairman

**Exhibit A**

Third Amendment

[Attached]

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT CREATING THE SARPY  
COUNTY AND CITIES WASTEWATER AGENCY**

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY is made by and between the County of Sarpy, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, the City of LaVista, Nebraska, and the City of Gretna, Nebraska (individually, a "Member"; collectively, the "Members"), and approved and ratified by the Sarpy County and Cities Wastewater Agency (the "Agency") in accordance with Sections XVII and XVIII(D) of the Formation Interlocal (defined below). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal, unless otherwise specified herein.

WHEREAS, pursuant to the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq. (the "Act"), the Members formed and created the Agency pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal");

WHEREAS, pursuant to Section VII of the Formation Interlocal and Agency Resolution 2019-004, the Agency approved and established the Agency's Jurisdiction over the "Service Area" depicted on the map attached hereto as **Exhibit A**, and, pursuant to separate government action, all the Members' respective governing bodies subsequently approved and adopted the Agency's Jurisdiction;

WHEREAS, pursuant to Section VII(C) of the Formation Interlocal, the Agency's Jurisdiction may be amended from time to time as necessary and upon the approval of both the Agency Board and the Members' individual governing bodies;

WHEREAS, the Members desire to have the authority to make administrative changes to the Agency's Jurisdiction boundary without the prior approval of the Agency Board or the applicable governing bodies of the Members having jurisdiction over the areas affected by such administrative boundary changes;

WHEREAS, pursuant to Sections XVII and XVIII(D) thereof, the Formation Interlocal may be amended by a written amendment by the governing bodies of all the Members of the Agency, and the approval of resolutions adopting the terms of such amendment by the governing body of each Member;

WHEREAS, the Agency Board and the Members have determined that an amendment to the Formation Interlocal is necessary for the Agency to carry out its purposes; and

WHEREAS, on the terms set forth herein, the Members agree to amend the Formation Interlocal on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by this reference.

2. **Authority to Apply for and Hold Permits.** Subsection V.A. of the Formation Interlocal is hereby amended by adding the following new sub-subsection (27) to the end of said Subsection V.A:

“27. Apply for, hold, maintain, enforce and be the responsible party for, and to enter into any agreements with Members or other political subdivisions concerning any and all permits, licenses, approvals and authorizations issued or given by any federal, state, county and local government agencies, districts, departments, boards, partnerships, and other political subdivisions necessary for or related to the construction, inspection, ownership, operation and maintenance of the Unified SSWS in accordance with this Agreement including, but not limited to, grading and other construction permits issued by the applicable political subdivisions having authority over such matters.”

3. **Administrative Changes to the Agency’s Jurisdiction.** Section VII of the Formation Interlocal is hereby amended by adding the following new subsection (E) to the end of said Section VII:

“E. Notwithstanding anything contained herein to the contrary, the Agency may make certain administrative changes to the boundary of the Agency’s Jurisdiction without the prior approval, authorization or resolution of the Agency Board or the Members’ individual governing bodies so long as such administrative changes are duly approved by the Member having jurisdiction over the areas affected by such administrative change and the Agency Administrator in accordance with the Agency’s Growth Management Plan adopted by the Agency Board on June 26, 2019 pursuant to Agency Resolution No. 2019-004, as amended on February 26, 2020 pursuant to Agency Resolution No. 2020-004, and further amended on April 27, 2022 pursuant to Agency Resolution No. 2022-015, and in accordance with the Growth Management Plan Implementing Policies and Procedures adopted by the Agency Board on August 26, 2020 pursuant to Agency Resolution No. 2020-013, as amended on April 27, 2022 pursuant to Agency Board Resolution No. 2022-015 (collectively, and as further amended and modified from time to time, the “Growth Management Plan”).”

4. **Cooperation.** The Agency and Members agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Third Amendment, and they shall further perform the applicable provisions of this Third Amendment in good faith and with due diligence and in cooperation with the other party. The Members shall refrain from taking any action that is inconsistent with the terms hereof.

5. **Effective Date.** This Third Amendment shall be not be effective until (a) the governing body of each Member (a) duly approves and executes this Third Amendment, and (b)

duly approves and incorporates into its comprehensive plan the amended Growth Management Plan adopted by the Agency Board on April 27, 2022 pursuant to and in accordance with Agency Board Resolution No. 2022-015. Such approvals shall include all actions of each Member prior to such date taken in reliance upon and in accordance with the terms of this Third Amendment, and each Member shall furnish to the Agency a certified copy of the resolution of its governing body. This Third Amendment shall be in full force and effect as of such effective date and shall continue until terminated by mutual agreement of all the parties hereto.

This Third Amendment to the Formation Interlocal is authorized by the vote and approval of the Agency and each Member at public meetings duly held in accordance with applicable law, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, in accordance with Sections XVII and XVIII(D) of the Formation Interlocal, the Agency Board and the Members approve this Third Amendment and hereunto sets their hands to this Third Amendment upon the day and year hereinafter indicated.

Executed by the Sarpy County and Cities Wastewater Agency this 27th day of April, 2022.

SARPY COUNTY AND CITIES  
WASTEWATER AGENCY,  
A Political Subdivision

By David R. Kelly  
Chairperson, Agency Board



ATTEST:  
Lisa A. Haine  
Secretary, Agency Board

IN WITNESS WHEREOF, the Members hereunto set their hands to this Third Amendment upon the day and year hereinafter indicated.

Executed by Sarpy County this \_\_\_\_ day of \_\_\_\_\_, 2022.

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

By \_\_\_\_\_  
Chairperson, Board of Commissioners

Attest:

Approved as to form:

\_\_\_\_\_  
Sarpy County Clerk

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

IN WITNESS WHEREOF, the Members hereunto set their hands to this Third Amendment upon the day and year hereinafter indicated.

Executed by the City of Bellevue this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CITY OF BELLEVUE, a Nebraska  
Municipal Corporation

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

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

CITY SEAL

IN WITNESS WHEREOF, the Members hereunto set their hands to this Third Amendment upon the day and year hereinafter indicated.

Executed by the City of Papillion this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
Nicole Brown, City Clerk

\_\_\_\_\_  
David P. Black, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members hereunto set their hands to this Third Amendment upon the day and year hereinafter indicated.

Executed by the City of La Vista this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CITY OF LA VISTA, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
Pamela A. Buethe, City Clerk

\_\_\_\_\_  
Douglas Kindig, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members hereunto set their hands to this Third Amendment upon the day and year hereinafter indicated.

Executed by the City of Gretna this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CITY OF GRETNA, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
Tammy L. Tisdall, City Clerk

\_\_\_\_\_  
Mike Evans, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members hereunto set their hands to this Third Amendment upon the day and year hereinafter indicated.

Executed by the City of Springfield this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
Kathleen Gottsch,  
City Administrator/City Clerk

\_\_\_\_\_  
Robert Roseland, Mayor

CITY SEAL

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
5/17/2022

COUNCIL MEETING DATE: 03/17/2022		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the preapplication form for CDBG Disaster Recovery (CDBG-DR) Infrastructure Match Program to the State of Nebraska Department of Economic Development.

SYNOPSIS/BACKGROUND:

The State of Nebraska's Department of Economic Development (DED) received CDBG-DR funding through HUD for the FEMA DR-4420 disaster that included the 2019 flooding affecting Bellevue. As part of the State of Nebraska's Action Plan, DED has established the CDBG-DR Infrastructure Match Program to provide funding to supplement the non-Federal cost share of the FEMA Public Administration (PA) and Hazard Mitigation Grant (HMGP) programs. The City of Bellevue is eligible for up to \$246,775.85 in the PA program. The pre-application is due June 10th.

FISCAL IMPACT: +246,885.85      BUDGETED FUNDS?: NO      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: YES

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

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

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

RECOMMENDATION:

Approve and authorize the Mayor to sign the pre-application for the CDBG-DR Infrastructure Match Program.

ATTACHMENTS:

1. CDBG-DR Preapplication form
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

SIGNATURES:

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

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

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

## SECTION ONE

**Directions:** Please fill out Table 1 once for all PA Projects to provide DED with a single point of contact for all of Applicant's PA projects. Insert all contact information for both the Applicant and the contact person. The contact person may differ from the Chief Elected Official, who is required to sign this application.

*Table 1: Applicant Name and Contact Information (PA)*

Line	Prompt	Response
1	<b>Applicant Name:</b>	City of Bellevue
2	<b>Applicant Physical Address:</b>	1500 Wall Street
3	<b>Federal I.D. Number:</b>	476006099
4	<b>DUNS Number:</b>	54156260
5	<b>System for Award Management (SAM)- Commercial and Government Entity (CAGE) CODE:<sup>1</sup></b>	34FKO
6	<b>Contact Person Name and Title</b>	Abby Highland, CDBG Program Specialist
7	<b>Contact Person Email:</b>	abby.highland@outlook.com
8	<b>Contact Person Phone Number:</b>	4436552123

---

<sup>1</sup> By April of 2022, the federal government will stop using the DUNS number to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (SAM) created in SAM.gov.

## SECTION TWO

**Directions: Please fill out Table 2 once, listing each PA project for which there is interest in applying for reimbursement of the 5% local share from the Infrastructure Match Program. Insert the FEMA project number, FEMA PW number, FEMA project title, physical address of the project, or of the entity if the project is a planning activity. If a project does not have a physical address, then provide the latitude/longitude of the project site. *If more than ten (10) projects are being submitted for funding, please attach additional pages.***

*Table 2: Public Assistance Project List*


Line	FEMA Project #	FEMA P/W #	Project Title (as shown in Grants Portal)	Project Location (include any addresses)	Project Location (Lat & Long)
9	88716	1294	South Lift Station	3530 Madison Street	41.12532, -95.90058
10	88715	2054	Public Works Facility	206 Industrial Drive	41.12681, -95.89193
11	99307	1148	City Wide Road and Culvert	Harlan Lewis Road	41.12148, -95.89005
12	88720	243	Haworth Park	2502 Payne Drive	41.12187, -95.88188
13	88719	877	Bellevue Parks	2402 Payne Drive	41.13483, -95.88406
14	88710	174	Police Shooting Range	3534 Harlan Lewis Drive	41.12187, -95.88188
15					
16					
17					
18					

## SECTION THREE

**Directions: Please complete Table 3 below for each proposed PA project.** List the amount of funds that are being requested through the CDBG-DR Infrastructure Match Program (equal to or less than the Local Cost Share of 5%) and any local, private, state, federal, or other funding sources if applicable.

**FEMA Project #** 88716

*Table 3: Total Project Costs, Source, Status, and Use of Funds (PA)*

Line	Project Funds	Amount	Source and Status	Use
19	<b>CDBG-DR Funds Requested:<sup>2</sup></b>	\$ 34,703.18		
20	<b>Local Funds:</b>	\$ 34,703.18	City of Bellevue	Match Funds
21	<b>Private Funds:</b>			
22	<b>Other State Funds:</b>	\$ 34,703.18	State/NEMA	Match Funds 
23	<b>FEMA Funds:</b>	\$ 624,657.20		
24	<b>Other Federal Funds:</b>			
25	<b>Total:</b>	\$ 694,063.56		
26	<b>Describe the scope of work (SOW) that will be completed through additional grants/funding (not FEMA PA or HUD CDBG-DR). <u>If you would like to submit a separate attachment, please upload to ShareFile.</u></b>	No additional work to be done.		

<sup>2</sup> The 'CDBG-DR Funds Requested' should equal the amount that the Applicant is requesting via this pre-application to cover the local cost share.

## SECTION FOUR

**Directions: Please fill out Table 4 below in detail for each proposed PA project.** Insert and/or upload additional information about the project for DED to confirm eligibility and prioritization. Project Service Area submission instructions are attached at the end of this document.

**FEMA Project #** 88716

Table 4: PA Project Details

Line	Prompt	Response
27	<b>Project Title (as shown in FEMA's Grants Portal):</b>	South Lift Station
28	<b>FEMA PA Project Category:</b>	F - Utilities <span style="float: right;">+</span>
29	<b>Project Description: Provide a brief synopsis of the project. <u>If you would like to submit a separate attachment, please upload to Sharefile.</u></b>	Relocation of the South Lift Station out of the flood plain.
30	<b>Project Status: What is the status (i.e., design phase, procurement of A/E, construction, etc.) of this project?</b>	Under construction.
31	<b>Has an environmental review (ER) been completed? (Y/N)</b>	Yes
32	<b>If ER has not been completed, when is the expected completion date?</b>	NA
33	<b>Is there any acquisition (both temporary and/or permanent) of property as per the scope of work? (Y/N)</b>	No
34	<b>Project Activity Type: Describe CDBG eligible activities involved in the project.<sup>3</sup></b>	Public Facilities and Improvements, 570.201(c)

<sup>3</sup> Must correspond with FEMA PA Categories C-G, including permanent repairs to Roads and Bridges (C); Water Control Facilities (D); Buildings and Equipment (E); Utilities (F); Parks, Recreational Facilities, and Other Facilities (G).

FEMA Project # 88716

Line	Prompt	Response
35	<p><b>Project Service Area: Please submit Census Tract and Block Groups served by this project (.csv file); upload as directed within the DED-provided secure link. Please see the Project Service Area Submission Instructions below. <u><i>If you would like to submit a map of the projects service area, please upload to ShareFile.</i></u></b></p>	<p>The lift station will cover the area from College Heights south of Bellevue to the Brown River. The area covers ten census tracts with a low- and moderate income population of 52.5%</p>
36	<p><b>Which HUD-defined MID applies to this project?<sup>4</sup></b></p>	<p> <input type="radio"/> Dodge                    <input type="radio"/> Douglas                    <input checked="" type="radio"/> Sarpy                    <input type="radio"/> non-HUD MID             </p>
37	<p><b>Tie-Back: Provide a clear description of the tie-back to Winter Storm Ulmer. How does this project address its impacts? How does it foster the recovery of the community from this event? <u><i>If you would like to submit a separate attachment, please upload to ShareFile.</i></u></b></p>	<p>The original lift station was built within the Paradise Park subdivision which is located in a flood prone area. As a piece of critical infrastructure, the City it was in the best interest of the residents in the area served to move it out of the floodplain for public safety and to protect from future natural disasters.</p>

<sup>4</sup> See [DR-4420 Action Plan Fact Sheet](#).

**Submission of CDBG-DR Infrastructure Match Program for PA Pre-Application:**

**Directions:** DED requests that the Chief Elected Official sign each PA pre-application (one signature form per each project submission).

**FEMA Project #** 88716

**By signing this Pre-Application, the Chief Elected Official acknowledges the Applicant's interest in participation in the PA Match Program. Please note that DED requires a wet signature (will not accept a digital or electronic signature).**

Pre-Application Authorization		
38	Signature:	
39	Printed Name:	Rusty Hike
40	Title:	Mayor
41	Applicant Name:	City of Bellevue
42	Date:	05/17/2022

**SECTION THREE**

**Directions:** Please complete Table 3 below for each proposed PA project. List the amount of funds that are being requested through the CDBG-DR Infrastructure Match Program (equal to or less than the Local Cost Share of 5%) and any local, private, state, federal, or other funding sources if applicable.

**FEMA Project #** 88715

*Table 3: Total Project Costs, Source, Status, and Use of Funds (PA)*

Line	Project Funds	Amount	Source and Status	Use
19	<b>CDBG-DR Funds Requested:<sup>2</sup></b>	\$ 11,653.05		
20	<b>Local Funds:</b>	\$ 11,653.05	Local/City of Bellevue	Match Funds
21	<b>Private Funds:</b>			
22	<b>Other State Funds:</b>	\$ 11,653.04	State/NEMA	Match Funds <input type="checkbox"/>
23	<b>FEMA Funds:</b>	\$ 209,754.80		
24	<b>Other Federal Funds:</b>			
25	<b>Total:</b>	\$ 233,060.89		
26	<b>Describe the scope of work (SOW) that will be completed through additional grants/funding (not FEMA PA or HUD CDBG-DR). <u>If you would like to submit a separate attachment, please upload to ShareFile.</u></b>	No additional work to be done.		

<sup>2</sup> The 'CDBG-DR Funds Requested' should equal the amount that the Applicant is requesting via this pre-application to cover the local cost share.

## SECTION FOUR

**Directions:** Please fill out Table 4 below in detail for each proposed PA project. Insert and/or upload additional information about the project for DED to confirm eligibility and prioritization. Project Service Area submission instructions are attached at the end of this document.

**FEMA Project #** 88715

Table 4: PA Project Details

Line	Prompt	Response
27	<b>Project Title (as shown in FEMA's Grants Portal):</b>	Public Works Facility
28	<b>FEMA PA Project Category:</b>	E - Buildings and Equipment <span style="float: right;">+</span>
29	<b>Project Description: Provide a brief synopsis of the project. <u>If you would like to submit a separate attachment, please upload to Sharefile.</u></b>	Relocate Public Works Facilities out of the floodplain
30	<b>Project Status: What is the status (i.e., design phase, procurement of A/E, construction, etc.) of this project?</b>	The project is ongoing as the City pursues the acquisition of land to build a new Public Works facility
31	<b>Has an environmental review (ER) been completed? (Y/N)</b>	Yes
32	<b>If ER has not been completed, when is the expected completion date?</b>	NA
33	<b>Is there any acquisition (both temporary and/or permanent) of property as per the scope of work? (Y/N)</b>	No
34	<b>Project Activity Type: Describe CDBG eligible activities involved in the project.<sup>3</sup></b>	Public Facilities and Improvements - 570.201(c)

<sup>3</sup> Must correspond with FEMA PA Categories C-G, including permanent repairs to Roads and Bridges (C); Water Control Facilities (D); Buildings and Equipment (E); Utilities (F); Parks, Recreational Facilities, and Other Facilities (G).

FEMA Project # 88715

Line	Prompt	Response
35	<p><b>Project Service Area: Please submit Census Tract and Block Groups served by this project (.csv file); upload as directed within the DED-provided secure link. Please see the Project Service Area Submission Instructions below. <i>If you would like to submit a map of the projects service area, please upload to ShareFile.</i></b></p>	<p>The project service area is city-wide. Please see attached list of all census tracts that are located in city limits.</p>
36	<p><b>Which HUD-defined MID applies to this project?<sup>4</sup></b></p>	<p> <input type="radio"/> Dodge                    <input type="radio"/> Douglas                    <input checked="" type="radio"/> Sarpy                    <input type="radio"/> non-HUD MID             </p>
37	<p><b>Tie-Back: Provide a clear description of the tie-back to Winter Storm Ulmer. How does this project address its impacts? How does it foster the recovery of the community from this event? <i>If you would like to submit a separate attachment, please upload to ShareFile.</i></b></p>	<p>The Public Works facility consisted of seven building. During the DR-4420 those building were all flooded. Flood waters of 8-10 feet remained on-site for two weeks. This caused mold to quickly grow within the buildings while the water receded. Due to insurance purposes and the risk of future floods, the City determined the site needed to be relocated in order to reduce interruptions in services to residents.</p>

<sup>4</sup> See [DR-4420 Action Plan Fact Sheet](#).

**Submission of CDBG-DR Infrastructure Match Program for PA Pre-Application:**

**Directions:** DED requests that the Chief Elected Official sign each PA pre-application (one signature form per each project submission).

**FEMA Project #** 88715

**By signing this Pre-Application, the Chief Elected Official acknowledges the Applicant's interest in participation in the PA Match Program. Please note that DED requires a wet signature (will not accept a digital or electronic signature).**

Pre-Application Authorization		
38	<b>Signature:</b>	
39	<b>Printed Name:</b>	Rusty Hike
40	<b>Title:</b>	Mayor
41	<b>Applicant Name:</b>	City of Bellevue
42	<b>Date:</b>	05/17/2022

## SECTION THREE

**Directions: Please complete Table 3 below for each proposed PA project.** List the amount of funds that are being requested through the CDBG-DR Infrastructure Match Program (equal to or less than the Local Cost Share of 5%) and any local, private, state, federal, or other funding sources if applicable.

**FEMA Project #** 99307

*Table 3: Total Project Costs, Source, Status, and Use of Funds (PA)*

Line	Project Funds	Amount	Source and Status	Use
19	<b>CDBG-DR Funds Requested:<sup>2</sup></b>	\$ 3,149.97		
20	<b>Local Funds:</b>	\$ 3,149.97	Local/City of Bellevue	Match Funds
21	<b>Private Funds:</b>			
22	<b>Other State Funds:</b>	\$ 3,149.97	State/NEMA	Match Funds <input type="checkbox"/>
23	<b>FEMA Funds:</b>	\$ 56,699.54		
24	<b>Other Federal Funds:</b>			
25	<b>Total:</b>	\$ 62,999.48		
26	<b>Describe the scope of work (SOW) that will be completed through additional grants/funding (not FEMA PA or HUD CDBG-DR). <u>If you would like to submit a separate attachment, please upload to ShareFile.</u></b>	No additional work to be done.		

<sup>2</sup> The 'CDBG-DR Funds Requested' should equal the amount that the Applicant is requesting via this pre-application to cover the local cost share.

## SECTION FOUR

**Directions: Please fill out Table 4 below in detail for each proposed PA project.** Insert and/or upload additional information about the project for DED to confirm eligibility and prioritization. Project Service Area submission instructions are attached at the end of this document.

**FEMA Project #** 99307

Table 4: PA Project Details

Line	Prompt	Response
27	<b>Project Title (as shown in FEMA's Grants Portal):</b>	City Wide Road and Culvert Damage
28	<b>FEMA PA Project Category:</b>	C - Roads and Bridges <span style="float: right;">+</span>
29	<b>Project Description: Provide a brief synopsis of the project. <u>If you would like to submit a separate attachment, please upload to Sharefile.</u></b>	Repair to roads and culverts damaged due to flooding along Harlan Lewis Road and 35th Avenue.
30	<b>Project Status: What is the status (i.e., design phase, procurement of A/E, construction, etc.) of this project?</b>	Complete.
31	<b>Has an environmental review (ER) been completed? (Y/N)</b>	Yes
32	<b>If ER has not been completed, when is the expected completion date?</b>	NA
33	<b>Is there any acquisition (both temporary and/or permanent) of property as per the scope of work? (Y/N)</b>	No
34	<b>Project Activity Type: Describe CDBG eligible activities involved in the project.<sup>3</sup></b>	Public Facilities and Improvements - 570.201(c)

<sup>3</sup> Must correspond with FEMA PA Categories C-G, including permanent repairs to Roads and Bridges (C); Water Control Facilities (D); Buildings and Equipment (E); Utilities (F); Parks, Recreational Facilities, and Other Facilities (G).

FEMA Project # 99307

Line	Prompt	Response
35	<p><b>Project Service Area: Please submit Census Tract and Block Groups served by this project (.csv file); upload as directed within the DED-provided secure link. Please see the Project Service Area Submission Instructions below. <i>If you would like to submit a map of the projects service area, please upload to ShareFile.</i></b></p>	<p>The service area for the project include Census Tract 104.02, Block Group 3.</p>
36	<p><b>Which HUD-defined MID applies to this project?<sup>4</sup></b></p>	<p> <input type="radio"/> Dodge                    <input type="radio"/> Douglas                    <input checked="" type="radio"/> Sarpy                    <input type="radio"/> non-HUD MID             </p>
37	<p><b>Tie-Back: Provide a clear description of the tie-back to Winter Storm Ulmer. How does this project address its impacts? How does it foster the recovery of the community from this event? <i>If you would like to submit a separate attachment, please upload to ShareFile.</i></b></p>	<p>In March 2019, flood waters from the Missouri River and caused the closure of Harlan Lewis Road. Once the floodwaters receded, the City completed road and culvert repairs at two locations along Harlan Lewis Road, one at the intersection of 25th street, and the other at the entrance to Paradise Lakes neighborhood.</p>

<sup>4</sup> See [DR-4420 Action Plan Fact Sheet](#).

**Submission of CDBG-DR Infrastructure Match Program for PA Pre-Application:**

**Directions:** DED requests that the Chief Elected Official sign each PA pre-application (one signature form per each project submission).

**FEMA Project #** 99307

**By signing this Pre-Application, the Chief Elected Official acknowledges the Applicant's interest in participation in the PA Match Program. Please note that DED requires a wet signature (will not accept a digital or electronic signature).**


Pre-Application Authorization		
38	<b>Signature:</b>	
39	<b>Printed Name:</b>	Rusty Hike
40	<b>Title:</b>	Mayor
41	<b>Applicant Name:</b>	City of Bellevue
42	<b>Date:</b>	05/17/2022

## SECTION THREE

**Directions:** Please complete Table 3 below for each proposed PA project. List the amount of funds that are being requested through the CDBG-DR Infrastructure Match Program (equal to or less than the Local Cost Share of 5%) and any local, private, state, federal, or other funding sources if applicable.

**FEMA Project #** 88720

*Table 3: Total Project Costs, Source, Status, and Use of Funds (PA)*

Line	Project Funds	Amount	Source and Status	Use
19	<b>CDBG-DR Funds Requested:<sup>2</sup></b>	\$ 64,449.99		
20	<b>Local Funds:</b>	\$ 64,449.99	Local/City of Bellevue	Match Funds
21	<b>Private Funds:</b>			
22	<b>Other State Funds:</b>	\$ 64,449.99	State/NEMA	Match Funds 
23	<b>FEMA Funds:</b>	\$ 1,160,099.91		
24	<b>Other Federal Funds:</b>			
25	<b>Total:</b>	\$ 1,288,999.89		
26	<b>Describe the scope of work (SOW) that will be completed through additional grants/funding (not FEMA PA or HUD CDBG-DR). <u>If you would like to submit a separate attachment, please upload to ShareFile.</u></b>	No additional work to be done.		


<sup>2</sup> The 'CDBG-DR Funds Requested' should equal the amount that the Applicant is requesting via this pre-application to cover the local cost share.

## SECTION FOUR

**Directions: Please fill out Table 4 below in detail for each proposed PA project. Insert and/or upload additional information about the project for DED to confirm eligibility and prioritization. Project Service Area submission instructions are attached at the end of this document.**

**FEMA Project #** 88720

*Table 4: PA Project Details*

Line	Prompt	Response
27	<b>Project Title (as shown in FEMA's Grants Portal):</b>	Haworth Park
28	<b>FEMA PA Project Category:</b>	G - Parks, Recreational Facilities, and Other Items 
29	<b>Project Description: Provide a brief synopsis of the project. <u>If you would like to submit a separate attachment, please upload to Sharefile.</u></b>	TBD - The City of Bellevue has provided a written request to NEMA to reallocate the funds to the South Lift Station. NEMA has submitted the request to FEMA which is pending review.
30	<b>Project Status: What is the status (i.e., design phase, procurement of A/E, construction, etc.) of this project?</b>	Property has been leased to a private contractor. city of Bellevue cannot make any repairs within the park. Waiting on permission from FEMA to transfer funds to another facility.
31	<b>Has an environmental review (ER) been completed? (Y/N)</b>	Yes
32	<b>If ER has not been completed, when is the expected completion date?</b>	NA
33	<b>Is there any acquisition (both temporary and/or permanent) of property as per the scope of work? (Y/N)</b>	No
34	<b>Project Activity Type: Describe CDBG eligible activities involved in the project.<sup>3</sup></b>	Public Facilities and Improvements - 570.201(c)

<sup>3</sup> Must correspond with FEMA PA Categories C-G, including permanent repairs to Roads and Bridges (C); Water Control Facilities (D); Buildings and Equipment (E); Utilities (F); Parks, Recreational Facilities, and Other Facilities (G).

FEMA Project # 88720

Line	Prompt	Response
35	<p><b>Project Service Area: Please submit Census Tract and Block Groups served by this project (.csv file); upload as directed within the DED-provided secure link. Please see the Project Service Area Submission Instructions below. <u><i>If you would like to submit a map of the projects service area, please upload to ShareFile.</i></u></b></p>	TBD
36	<p><b>Which HUD-defined MID applies to this project?<sup>4</sup></b></p>	<input type="radio"/> Dodge <input type="radio"/> Douglas <input checked="" type="radio"/> Sarpy <input type="radio"/> non-HUD MID
37	<p><b>Tie-Back: Provide a clear description of the tie-back to Winter Storm Ulmer. How does this project address its impacts? How does it foster the recovery of the community from this event? <u><i>If you would like to submit a separate attachment, please upload to ShareFile.</i></u></b></p>	TBD

<sup>4</sup> See [DR-4420 Action Plan Fact Sheet](#).

**Submission of CDBG-DR Infrastructure Match Program for PA Pre-Application:**

**Directions:** DED requests that the Chief Elected Official sign each PA pre-application (one signature form per each project submission).

**FEMA Project #** 88720

**By signing this Pre-Application, the Chief Elected Official acknowledges the Applicant's interest in participation in the PA Match Program. Please note that DED requires a wet signature (will not accept a digital or electronic signature).**

Pre-Application Authorization		
38	<b>Signature:</b>	
39	<b>Printed Name:</b>	Rusty Hike
40	<b>Title:</b>	Mayor
41	<b>Applicant Name:</b>	City of Bellevue
42	<b>Date:</b>	05/17/2022

## SECTION THREE

**Directions:** Please complete Table 3 below for each proposed PA project. List the amount of funds that are being requested through the CDBG-DR Infrastructure Match Program (equal to or less than the Local Cost Share of 5%) and any local, private, state, federal, or other funding sources if applicable.

**FEMA Project #** 88719

Table 3: Total Project Costs, Source, Status, and Use of Funds (PA)

Line	Project Funds	Amount	Source and Status	Use
19	<b>CDBG-DR Funds Requested:<sup>2</sup></b>	\$ 8,584.78		
20	<b>Local Funds:</b>	\$ 8,584.78	Local/City of Bellevue	Match Funds
21	<b>Private Funds:</b>			
22	<b>Other State Funds:</b>	\$ 8,584.77	State/NEMA	Match Funds <input type="checkbox"/>
23	<b>FEMA Funds:</b>	\$ 154,525.96		
24	<b>Other Federal Funds:</b>			
25	<b>Total:</b>	\$ 171,695.51		
26	<b>Describe the scope of work (SOW) that will be completed through additional grants/funding (not FEMA PA or HUD CDBG-DR). <u>If you would like to submit a separate attachment, please upload to ShareFile.</u></b>	No additional work to be done.		

<sup>2</sup> The 'CDBG-DR Funds Requested' should equal the amount that the Applicant is requesting via this pre-application to cover the local cost share.

## SECTION FOUR

**Directions:** Please fill out Table 4 below in detail for each proposed PA project. Insert and/or upload additional information about the project for DED to confirm eligibility and prioritization. Project Service Area submission instructions are attached at the end of this document.

**FEMA Project #** 88719

Table 4: PA Project Details

Line	Prompt	Response
27	<b>Project Title (as shown in FEMA's Grants Portal):</b>	Bellevue Parks
28	<b>FEMA PA Project Category:</b>	G - Parks, Recreational Facilities, and Other Items <input type="checkbox"/>
29	<b>Project Description: Provide a brief synopsis of the project. <u>If you would like to submit a separate attachment, please upload to Sharefile.</u></b>	Removal of flood debris to return the park to pre-flood conditions at Sigler Field and American Heroes Park
30	<b>Project Status: What is the status (i.e., design phase, procurement of A/E, construction, etc.) of this project?</b>	Complete
31	<b>Has an environmental review (ER) been completed? (Y/N)</b>	Yes
32	<b>If ER has not been completed, when is the expected completion date?</b>	NA
33	<b>Is there any acquisition (both temporary and/or permanent) of property as per the scope of work? (Y/N)</b>	No
34	<b>Project Activity Type: Describe CDBG eligible activities involved in the project.<sup>3</sup></b>	Public Facilities and Improvements - 570.201(c)

<sup>3</sup> Must correspond with FEMA PA Categories C-G, including permanent repairs to Roads and Bridges (C); Water Control Facilities (D); Buildings and Equipment (E); Utilities (F); Parks, Recreational Facilities, and Other Facilities (G).

FEMA Project # 88719

Line	Prompt	Response
35	<p><b>Project Service Area: Please submit Census Tract and Block Groups served by this project (.csv file); upload as directed within the DED-provided secure link. Please see the Project Service Area Submission Instructions below. <u>If you would like to submit a map of the projects service area, please upload to ShareFile.</u></b></p>	<p>American Heroes Park and Siegler Park are available for use by all residents. Included with the preapplication for is a copy of all census tract, block groups located within the city limits of Bellevue.</p> <p>American Heroes park is located within an LMI census tract - Block Group 4, Census Tract 101.06</p>
36	<p><b>Which HUD-defined MID applies to this project?<sup>4</sup></b></p>	<p> <input type="radio"/> Dodge                    <input type="radio"/> Douglas                    <input checked="" type="radio"/> Sarpy                    <input type="radio"/> non-HUD MID             </p>
37	<p><b>Tie-Back: Provide a clear description of the tie-back to Winter Storm Ulmer. How does this project address its impacts? How does it foster the recovery of the community from this event? <u>If you would like to submit a separate attachment, please upload to ShareFile.</u></b></p>	<p>American Heroes Park clean up consisted of cleaning the roads and parking lots to restore the park to pre-flood conditions with the primary work attributed to the removal of silt. Sigler Field consisted of silt removal, repairs to ballfields, the repair and cleaning of bathrooms, concession stand, dugouts, playground equipment, tennis courts, and bleachers. Equipment in the concession stand also needed replaced including the refrigerator and microwave. Plumbing in the bathrooms were also replaced.</p>

<sup>4</sup> See [DR-4420 Action Plan Fact Sheet](#).

**Submission of CDBG-DR Infrastructure Match Program for PA Pre-Application:**

**Directions:** DED requests that the Chief Elected Official sign each PA pre-application (one signature form per each project submission).

**FEMA Project #** 88719

**By signing this Pre-Application, the Chief Elected Official acknowledges the Applicant's interest in participation in the PA Match Program. Please note that DED requires a wet signature (will not accept a digital or electronic signature).**

Pre-Application Authorization		
38	<b>Signature:</b>	
39	<b>Printed Name:</b>	Rusty Hike
40	<b>Title:</b>	Mayor
41	<b>Applicant Name:</b>	City of Bellevue
42	<b>Date:</b>	05/17/2022

## SECTION THREE

**Directions:** Please complete Table 3 below for each proposed PA project. List the amount of funds that are being requested through the CDBG-DR Infrastructure Match Program (equal to or less than the Local Cost Share of 5%) and any local, private, state, federal, or other funding sources if applicable.

**FEMA Project #** 88710

*Table 3: Total Project Costs, Source, Status, and Use of Funds (PA)*

Line	Project Funds	Amount	Source and Status	Use
19	<b>CDBG-DR Funds Requested:<sup>2</sup></b>	\$ 846.96		
20	<b>Local Funds:</b>	\$ 846.96	Local/City of Bellevue	Match Funds
21	<b>Private Funds:</b>			
22	<b>Other State Funds:</b>	\$ 816.96	State/NEMA	Match Funds <input type="checkbox"/>
23	<b>FEMA Funds:</b>	\$ 15,256.20		
24	<b>Other Federal Funds:</b>			
25	<b>Total:</b>	\$ 16,939.11		
26	<b>Describe the scope of work (SOW) that will be completed through additional grants/funding (not FEMA PA or HUD CDBG-DR). <u>If you would like to submit a separate attachment, please upload to ShareFile.</u></b>	No additional work to be done.		


<sup>2</sup> The 'CDBG-DR Funds Requested' should equal the amount that the Applicant is requesting via this pre-application to cover the local cost share.

## SECTION FOUR

**Directions:** Please fill out Table 4 below in detail for each proposed PA project. Insert and/or upload additional information about the project for DED to confirm eligibility and prioritization. Project Service Area submission instructions are attached at the end of this document.

**FEMA Project #** 88710

Table 4: PA Project Details

Line	Prompt	Response
27	<b>Project Title (as shown in FEMA's Grants Portal):</b>	Police Shooting Range
28	<b>FEMA PA Project Category:</b>	E - Buildings and Equipment 
29	<b>Project Description: Provide a brief synopsis of the project. <i>If you would like to submit a separate attachment, please upload to Sharefile.</i></b>	Repair of electrical and lighting.
30	<b>Project Status: What is the status (i.e., design phase, procurement of A/E, construction, etc.) of this project?</b>	Complete
31	<b>Has an environmental review (ER) been completed? (Y/N)</b>	Yes
32	<b>If ER has not been completed, when is the expected completion date?</b>	NA
33	<b>Is there any acquisition (both temporary and/or permanent) of property as per the scope of work? (Y/N)</b>	No
34	<b>Project Activity Type: Describe CDBG eligible activities involved in the project.<sup>3</sup></b>	Public Facilities and Improvements - 570.201(c)

<sup>3</sup> Must correspond with FEMA PA Categories C-G, including permanent repairs to Roads and Bridges (C); Water Control Facilities (D); Buildings and Equipment (E); Utilities (F); Parks, Recreational Facilities, and Other Facilities (G).

FEMA Project # 88710

Line	Prompt	Response
35	<p><b>Project Service Area: Please submit Census Tract and Block Groups served by this project (.csv file); upload as directed within the DED-provided secure link. Please see the Project Service Area Submission Instructions below. <i>If you would like to submit a map of the projects service area, please upload to ShareFile.</i></b></p>	<p>Block Group 2, Census Tract 104.02, Sarpy County, Nebraska</p>
36	<p><b>Which HUD-defined MID applies to this project?<sup>4</sup></b></p>	<p> <input type="radio"/> Dodge                    <input type="radio"/> Douglas                    <input checked="" type="radio"/> Sarpy                    <input type="radio"/> non-HUD MID             </p>
37	<p><b>Tie-Back: Provide a clear description of the tie-back to Winter Storm Ulmer. How does this project address its impacts? How does it foster the recovery of the community from this event? <i>If you would like to submit a separate attachment, please upload to ShareFile.</i></b></p>	<p>During the flood, the observation tower, parking lot and berm were underwater for two weeks. Following the receding of floodwaters, all electrical components had to be replaced. Repairs were made to the parking lot and existing berm.</p>

<sup>4</sup> See [DR-4420 Action Plan Fact Sheet](#).

**Submission of CDBG-DR Infrastructure Match Program for PA Pre-Application:**

**Directions:** DED requests that the Chief Elected Official sign each PA pre-application (one signature form per each project submission).

**FEMA Project #** 88710

**By signing this Pre-Application, the Chief Elected Official acknowledges the Applicant's interest in participation in the PA Match Program. Please note that DED requires a wet signature (will not accept a digital or electronic signature).**

Pre-Application Authorization		
38	<b>Signature:</b>	
39	<b>Printed Name:</b>	Rusty Hike
40	<b>Title:</b>	Mayor
41	<b>Applicant Name:</b>	City of Bellevue
42	<b>Date:</b>	05/17/2022

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
5/17/2022

COUNCIL MEETING DATE: 05/17/2022		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 Omaha Public Schools

SYNOPSIS/BACKGROUND:

The Bellevue Police Department has had a long standing relationship with Omaha Public Schools, in providing SROs at Bryan High and Bryan Middle Schools and the current MOU expires June 1, 2022. The only changes from the previous MOU are the adjustments in the payment of services which reflect the increase in the annual salary of a Bellevue Police Officer and the effective dates.

FISCAL IMPACT: none BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: School Resource Officer MOU with Omaha Public Schools

CONTRACT EFFECTIVE DATE: 06/01/2022 CONTRACT TERM: 3 years CONTRACT END DATE: 06/01/2025

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

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

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

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

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

RECOMMENDATION:

Recommend approval of renewal of the School Resource Officer Memorandum of Understanding between Omaha Public Schools and the Bellevue Police Department and authorize the Mayor to sign.

ATTACHMENTS:

1. 2022 MOU 2. 2019 MOU 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bryer Robbins*  
*[Signature]*  
*[Signature]*

**SCHOOL RESOURCE OFFICER PROGRAM  
MEMORANDUM OF UNDERSTANDING**

This agreement is entered into as of June 1, 2022, by and between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and Douglas County School District 0001 (Omaha Public Schools), hereinafter referred to as "OPS".

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 Bryan Middle School and one to Bryan High School as the School Resource Officer. 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.

**2. TERM AND SERVICE TIMES**

- 2.1 This Agreement shall be effective on the 1<sup>st</sup> day of June 2022 and shall remain in effect until either the City or the School District terminates the Agreement at the end of any given School year with ninety (90) days prior written notice, or upon written agreement of the City and the School District. Unless terminated sooner, this Agreement will automatically expire on June 1, 2025.
- 2.2 The City shall provide one SRO for Bryan High School and one SRO for Bryan Middle School on all days that school is in session. OPS shall provide the City a school calendar on or before June 1<sup>st</sup> of each year.
- 2.3 OPS may request, and the City shall provide, an SRO at Bryan Middle School and/or Bryan High School for the Fall orientation. This shall be requested at least 30 days in advance.
- 2.4 OPS may request, and the City shall provide an SRO for summer school at Bryan High School which shall not exceed thirty (30) summer school days. This shall be requested at least 30 days in advance.
- 2.5 During days that school is not in session, the SRO is subject to other assignments as determined by the City.
- 2.6 The SRO will not be directly responsible for security at after-school functions, including athletic events or social events beyond the normal eight (8) hour school day. The School District will be responsible for arranging and compensating law

enforcement for special School events and activities that take place outside the normal 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 assigned to OPS is an employee of the City and shall not be considered an employee of OPS 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 OPS and the City will mutually agree on the selection of the SRO. The Chief of Police will have final decision on all appointments.
- 4.2 If OPS is dissatisfied with the performance of the SRO, they shall contact the Police Officer's Sergeant or appropriate Supervisor, who shall instruct the Police Officer to leave the school, and reassign another SRO to perform the services described in this contract, if so required by OPS.
- 4.3 The Chief of Police shall discipline, dismiss or reassign the 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 the SRO, or in the case of long-term absences by the SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, a permanent replacement for the SRO position shall be assigned by the Chief of Police.

## 5. SCHOOL RESOURCE OFFICER'S 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 a 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 of School students on issues related to tobacco, alcohol and other drugs, violence prevention or conflict resolution and safety.
- 5.5 Provide informational in-service programs for School 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 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the School and/or its students.
- 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 OPS, provided 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.
- 5.12 The SRO shall be in uniform at all times while serving as an SRO and will wear a name tag. The SRO shall be equipped with a portable radio and access to 911 for emergency communications.

- 5.13 The SRO shall attend a minimum of twenty hours of training focused on school law, students 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.
- 5.14 The SRO shall follow guidelines established in the Juvenile Operations policy when interrogating a student.

**6. PAYMENT FOR SERVICES**

- 6.1 The School District shall compensate the City for each SRO assigned to an OPS School at an annual rate of \$52,621.92 for the first year, \$53,674.36 for the second year, and \$54,747.85 for the third year. This rate is based on the annual salary for a Bellevue Police Officer at step 7 of the Bellevue Police Officers Association, BPOA, wage schedule and the annual increase is due to a typical 2% BPOA contract pay increase.
- 6.2 The City shall be responsible for all of the SRO's compensation on days when schools are in session and the SRO is not at his or her assignment at the school, 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 all of the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.
- 6.4 Payment from OPS to the City will be made once per calendar year, upon receipt of an invoice from the City, which shall be provided not prior to July 1 of each year, and must be provided by July 31 of each year, until this agreement expires.
- 6.5 The City agrees to pay all other SRO costs, including training and certification, unless written agreement is made with the City and the School District for training that is directly related to the SRO's functions within the school environment.
- 6.6 All other work assignments where OPS 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 OPS. All secondary employment is subject to prior approval by the City's SRO supervisor.

**7. TIME AND PLACE OF PERFORMANCE**

- 7.1 The City will assure that the SRO will be on the campus of Bryan High School and Bryan Middle School 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 SRO's activities will be restricted to the 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 by OPS 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. OMAHA PUBLIC SCHOOL RESPONSIBILITIES**

OPS will provide the SRO with an office to be used by the SRO alone which can be locked and access to such equipment as is necessary at the assigned school. This equipment shall include access, but not be limited to, a telephone, fax, copier, filing cabinet capable of being secured, and to provide a computer and 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:

**OPS:** Superintendent, Omaha Public Schools, 3215 Cuming Street,  
Omaha, NE 68131 FAX: (402) 557-2019

**CITY:** Administrator, City of Bellevue, 1500 Wall St. Bellevue, NE 68005  
FAX: (402) 293-3090

**10. 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.

**11. 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.

12. **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.

13. **AMENDMENT.**

This Agreement may be amended at any time by an agreement in writing execute by the authorized representatives of OPS and City.

14. **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.

15. **ASSIGNMENT.**

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

16. **DATA SHARING AND CONFIDENTIALITY.**

The parties expressly acknowledge that all student information not designated by OPS as "directory information" is considered private and subject to protection. The parties further acknowledge that OPS has implemented polices and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that City and its agents are subject to such policies and guidelines and will comply with 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, OPS, or City, as applicable, without the express agreement of OPS. To facilitate the success of this Agreement and to monitor and evaluate student progress, OPS may provide to SROs providing services hereunder, limited FERPA protected personally identifiable information from students' education records. Individuals providing services to OPS 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.

17. **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.

[Signature page follows]

Signed in agreement on the day below:

DOUGLAS COUNTY SCHOOL DISTRICT 0001

By: \_\_\_\_\_  
Dr. Shavonna Holman  
Board of Education President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Matthew J. Ray  
Secretary to the Board of Education

\_\_\_\_\_  
Date

CITY OF BELLEVUE, NEBRASKA

By: \_\_\_\_\_  
Rusty Hike, Bellevue Mayor

\_\_\_\_\_  
Date

**SCHOOL RESOURCE OFFICER PROGRAM  
MEMORANDUM OF UNDERSTANDING**

This agreement is entered into as of August 1, 2019 by and between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and Douglas County School District 0001 (Omaha Public Schools), hereinafter referred to as "OPS".

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 Bryan Middle School and one to Bryan High School as the School Resource Officer. 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.

**2. TERM AND SERVICE TIMES**

- 2.1 This Agreement shall be effective on the 1<sup>st</sup> day of August, 2019, and shall remain in effect until either the City or the School District terminates the Agreement at the end of any given School year with ninety (90) days prior written notice, or upon written agreement of the City and the School District. Unless terminated sooner, this Agreement will automatically expire on June 1, 2022.
- 2.2 The City shall provide one SRO for Bryan High School and one SRO for Bryan Middle School on all days that school is in session. OPS shall provide the City a school calendar on or before June 1<sup>st</sup> of each year.
- 2.3 OPS may request, and the City shall provide, an SRO at Bryan Middle School and/or Bryan High School for the Fall orientation. This shall be requested at least 30 days in advance.
- 2.4 OPS may request, and the City shall provide an SRO for summer school at Bryan High School which shall not exceed thirty (30) summer school days. This shall be requested at least 30 days in advance.
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**3. RELATIONSHIP OF PARTIES**

- 3.1 The City shall have the status of an independent contractor for the purpose of this Agreement. The SRO assigned to OPS is an employee of the City and shall not be considered an employee of OPS 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 OPS and the City will mutually agree on the selection of the SRO. The Chief of Police will have final decision on all appointments.
- 4.2 If OPS is dissatisfied with the performance of the SRO, they shall contact the Police Officer's Sergeant or appropriate Supervisor, who shall instruct the Police Officer to leave the school, and reassign another SRO to perform the services described in this contract, if so required by OPS.
- 4.3 The Chief of Police shall discipline, dismiss or reassign the 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 the SRO, or in the case of long-term absences by the SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, a permanent replacement for the SRO position shall be assigned by the Chief of Police.

**5. SCHOOL RESOURCE OFFICER'S 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 a 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 of School students on issues related to tobacco, alcohol and other drugs, violence prevention or conflict resolution and safety.
- 5.5 Provide informational in-service programs for School 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 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the School and/or its students.
- 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 OPS, provided 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.
- 5.12 The SRO shall be in uniform at all times while serving as an SRO and will wear a name tag. The SRO shall be equipped with a portable radio and access to 911 for emergency communications.
- 5.13 The SRO shall attend a minimum of twenty hours of training focused on school law, students 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.
- 5.14 The SRO shall follow guidelines established in the Juvenile Operations policy when interrogating a student.

**6. PAYMENT FOR SERVICES**

6.1 The School District shall compensate the City for each SRO assigned to an OPS School at an annual rate of \$46,584.72 for the first year, and \$47,516.41 for the second year, and \$48,466.74 for the third year. This rate is based on the annual salary for a Bellevue Police Officer at step 8 of the Bellevue Police Officers Association, BPOA, wage schedule and the annual increase is due to a typical 2% BPOA contract pay increase.

~~6.2~~ 6.2 The City shall be responsible for all of the SRO's compensation on days when schools are in session and the SRO is not at his or her assignment at the school, unless the SRO's absence is due to attending an off-campus activity at the school's request.

~~6.3~~ 6.3 The City shall be responsible for all of the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.

6.4 Payment from OPS to the City will be made once per calendar year, upon receipt of an invoice from the City, which shall be provided not prior to July 1 of each year, and must be provided by July 31 of each year, until this agreement expires.

6.5 The City agrees to pay all other SRO costs, including training and certification, unless written agreement is made with the City and the School District for training that is directly related to the SRO's functions within the school environment.

6.6 All other work assignments where OPS 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 OPS. All secondary employment is subject to prior approval by the City's SRO supervisor.

**7. TIME AND PLACE OF PERFORMANCE**

7.1 The City will assure that the SRO will be on the campus of Bryan High School and Bryan Middle School 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 SRO's activities will be restricted to the assigned school campus except for:

7.1.1 Follow-up home visits when needed as a result of school-related student problems.

7.1.2 School-related off-campus activities when the principal requests Officer participation and it is approved by the City.

7.1.3 Response to off-campus, but school-related criminal activity.

7.1.4 Response to off-campus emergency law enforcement needs.

7.1.5 Appearances in court or other similar required activities.

7.2 Regular working hours may be adjusted on a situational basis by OPS 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. OMAHA PUBLIC SCHOOL RESPONSIBILITIES**

- 8.1 OPS will provide the SRO with an office to be used by the SRO alone which can be locked and access to such equipment as is necessary at the assigned school. This equipment shall include access, but not be limited to, a telephone, fax, copier, filing cabinet capable of being secured, and to provide a computer and secretarial assistance.
- 8.2 The School District shall designate at least one administrator from Bryan Middle School 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.
- 8.3 The School District will adopt prior to January 1, 2021, a policy or policies which address under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a School Official or the SRO regardless of whether the SRO is acting as a school official or as an SRO.
- 8.4 The School District will adopt prior to January 1, 2021, a policy or policies which address when a parent or guardian will be notified or present, in a language that such parent or guardian understands, if a student is subjected to questioning or interrogation by a school official or by a school resource officer or security guard operating in conjunction with a school official.
- 8.5 The School District has adopted and will adopt on an annual basis a Student Code of Conduct which addresses the type or category of student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement.

**9. CITY AND SRO RESPONSIBILITIES.**

- 9.1 The City and the SRO agree to comply with all laws, rules, regulations, ordinances, codes, guidelines, and directives which set forth standards and procedures to be followed by the City and the SRO in discharging its obligations under Agreement.
- 9.2 The City and the SRO shall maintain records on each student referral for prosecution by the SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate:
  - a. The reason for such referral; and
  - b. Federally identified demographic characteristics of such student;

- 9.3 The City shall provide the School District, within 60 days of the last day of school, a report detailing the name of each student referred for prosecution by the SRO during the school year, the reason for such referral and the federally identified demographic characteristics of each student.
- 9.4 The City shall, prior to January 1, 2021, identify a student and parent complaint process to express a concern or file a complaint about a school resource officer or security guard and the practices of such school resource officer guard with the law enforcement agency.

10. **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:

**OPS:** Superintendent, Omaha Public Schools, 3215 Cuming Street,  
Omaha, NE 68131 FAX: (402) 557-2019

**CITY:** Administrator, City of Bellevue, 1500 Wall St. Bellevue, NE 68005  
FAX: (402) 293-3090

11. **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, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status.

12. **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.

13. **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.

14. **AMENDMENT.**

This Agreement may be amended at any time by an agreement in writing execute by the authorized representatives of OPS and City.

15. **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.

16. **ASSIGNMENT.**

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

17. **DATA SHARING AND CONFIDENTIALITY.**

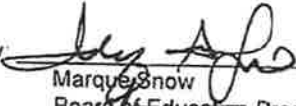
The parties expressly acknowledge that all student information not designated by OPS as "directory information" is considered private and subject to protection. The parties further acknowledge that OPS has implemented policies and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that City and its agents are subject to such policies and guidelines and will comply with 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, OPS, or City, as applicable, without the express agreement of OPS. To facilitate the success of this Agreement and to monitor and evaluate student progress, OPS may provide to SROs providing services hereunder, limited FERPA protected personally identifiable information from students' education records. Individuals providing services to OPS 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. OPS hereby designates the SRO as a School Official for purposes of FERPA. As a school official, the SRO may review and use FERPA records if the SRO has a legitimate education interest in those records. The City and the SRO agree to in all respects comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA.

18. **ENTIRE AGREEMENT.**

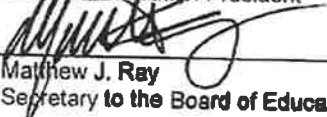
This Agreement, together with any Project Attachments and any exhibits or schedules thereto, constitutes the entire Agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

Signed in agreement on the day below:

DOUGLAS COUNTY SCHOOL DISTRICT 0001

By:   
Marque Snow  
Board of Education President

12-2-2019  
Date

By:   
Matthew J. Ray  
Secretary to the Board of Education

12-2-2019  
Date

CITY OF BELLEVUE, NEBRASKA

By:   
Rusty Hike, Bellevue Mayor

12-17-19  
Date

DOC8/2378862.1

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
5/17/2022

COUNCIL MEETING DATE: 05/17/2022		SUBMITTED BY: Administration	
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:

Approval of three year bargaining agreement with the International Association of Firefighters Local 4906

SYNOPSIS/BACKGROUND:

Negotiations were held to achieve a new collective bargaining (CBA) agreement for the period of June 5, 2022 through September 30, 2025. The draft redlined agreement showing changes made is attached for review and approval of the same.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CBA between the City and IAFF

CONTRACT EFFECTIVE DATE: 06/05/2022  CONTRACT TERM: 3  CONTRACT END DATE: 09/30/2025

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve collective bargaining agreement with the International Association of Firefighters Local 4906 for the term June 5, 2022 through September 30, 2025.

ATTACHMENTS:

1. IAFF Redlined Proposed Agreement	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*A. Brey Rollins*

FINANCE APPROVAL AS TO FORM:

*[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM:

*[Signature]*

**AGREEMENT**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4906**

**AND**

**CITY OF BELLEVUE, NEBRASKA**

~~October 1, 2017 through September 30, 2022~~  
June 5, 2022 – September 30, 2025

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**PREAMBLE**

This Agreement is entered into by and between the City of Bellevue, Nebraska hereinafter referred to as the "City", and the International Association of Firefighters Local No. 4906, affiliated with the International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the "IAFF Local No. 4906" or "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish standards of wages, hours and conditions of employment.

**ARTICLE 1**  
**DEFINITIONS**

For the purpose of this Agreement, the following words, terms, and phrases shall be construed in accordance with the definitions hereinafter assigned to them unless the context in which the same shall be used would otherwise require a different definition.

- A. **Appointments:** shall mean all means of selecting, appointing, or employing any person to hold any position or employment subject to civil service.
- B. **Appointing Authority:** shall mean the City Administrator.
- C. **Chief:** shall mean the duly appointed Fire Chief or Acting Fire Chief of the Department.
- D. **City:** shall mean the City of Bellevue, Nebraska.
- E. **City Administrator:** shall mean the duly appointed City Administrator or Acting City Administrator of the City.
- F. **City Business Day:** Normal City operating hours; Monday-Friday, 8:00am-4:30pm, excluding holidays and weekends.
- G. **Civil Service Commission:** shall mean a civil service commission created pursuant to the Nebraska Civil Service Act and the Code of the City.
- H. **Department:** shall mean the Fire Department of the City.
- I. **Department Head:** shall mean the duly appointed Fire Chief or Acting Fire Chief of the Department.
- J. **Employee:** shall mean all sworn full-time employees of this Union below the rank of Assistant Chief, i.e. sworn Full-time Firefighters, Drivers, Medic Drivers, Paramedics, Captains and Battalion Chiefs.
- K. **EMT-P:** shall mean a certified paramedic licensed under the state of Nebraska and authorized to practice under the City's Medical Director.
- L. **Full-time Firefighter:** shall mean duly appointed (under the Civil Service Act) firefighters who are paid regularly by the city and for whom firefighting is a full-time career, but shall not include clerical, custodial, maintenance personnel, or part-time Firefighters.
- M. **Introductory Period:** shall mean the six (6) month period of probationary service following any appointment, employment, promotion or involuntary demotion.
- N. **Lateral Transfer:** shall mean moving an employee from one position to another of the same class or another class having the same salary range, similar duties and requiring

essentially the same basic qualifications.

- O. **Layoff:** shall mean the separation of an employee from duty because of a reduction in force, position elimination, department re-organization, lack of work, or lack of funds.
- P. **Mayor:** shall mean the duly-elected Mayor or Acting Mayor of the City.
- Q. **Union:** shall mean the International Association of Firefighters Local No. 4906
- R. **Vacancy:** shall mean an opening in a previously duly authorized position with no incumbent for which funds have been budgeted and which the Department Head and City Administrator considers essential to fulfill City needs and standards.
- S. **Local 4906 Union Officer:** shall mean the President, Vice President, Secretary and Treasurer of the Bellevue Professional Firefighters Local 4906.
- S.T. **Emergency Circumstance:** shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

Commented [AD1]: T/A 02/04/22

**ARTICLE 2**

**UNION RECOGNITION**

The City recognizes the International Association of Firefighters Local No. 4906 as the sole and exclusive bargaining representative of all sworn full-time Fire Department employees, and excluding all other employees of the Fire Department and City employees who are currently holding full-time or part-time City positions outside of the Fire Department.

### ARTICLE 3

#### MANAGEMENT RIGHTS

SECTION 1. Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.
5. To determine the number of employees necessary to operate any department, classification, or division.
6. To determine the management organization for each department.
7. To select who will be hired or not hired.
8. The ability to utilize part-time and temporary employees as needed.
9. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
10. To establish and revise safety standards.
11. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
12. To establish or modify job duties and classifications.
13. To establish, modify, change and discontinue performance standards, including quality standards.
14. To examine, classify, promote, transfer, assign, and retain employees; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
15. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
16. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
17. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.
18. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance,

- substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.
19. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
  20. To determine the size and character of inventories and their disposal.
  21. To determine and enforce employee's quality and quantity standards.
  22. To engage consultants for any function or operation of the City.
  23. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
  24. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
  25. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
  26. To determine which services are to be rendered, supplied, or discontinued.
  27. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
  28. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
  29. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.
  - ~~29-30. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances.~~

Commented [AD2]: T/A 02/04/22

SECTION 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

SECTION 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

SECTION 4. The City's exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 4**

### **DUES CHECK OFF**

- SECTION 1. The City shall deduct regular monthly Union dues from the pay of each employee, provided that at the time of such deduction the City has a current written assignment, executed by the employee, in the form of the authorization form set out in the Appendix I. Such authorization may be revoked by the employee at any time by giving written notice thereof to the Personnel Division of the Administrative Services Department.
- SECTION 2. Previously-signed employee authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence or suspension not exceeding 60 days; in the event 60 days is exceeded, then previous authorizations shall not be considered to be effective and a new one must be signed.
- SECTION 3. Such authorized deductions shall be made each pay period of each calendar month and will within ten (10) days be remitted by the City to the Union bank account. The City will provide the Union Treasurer the amount of each deposit upon request.
- SECTION 4. At the time of execution of the Agreement, the Union shall advise the City in writing of the exact amount of regular monthly Union dues. If, subsequently, the Union requests the City to deduct additional monthly Union dues, such requests shall be effective only upon written assurances by the Union to the City that amounts are regular monthly Union dues, duly approved in accordance with the Union's constitution and bylaws.
- SECTION 5. The City agrees to provide this service without charge to the Union.
- SECTION 6. The City shall not be liable for any mistakes. The City and the Union shall work together to correct mistakes. Amounts deducted by mistake will be corrected the next deduction period.

**ARTICLE 5**

**NOTIFICATION**

- SECTION 1. Employees must furnish the City with their address and telephone number immediately upon employment. Thereafter, the employee must notify the City within five working days, in writing, about any change in address or telephone number. A failure to furnish such change will relieve the City of any obligation to provide notice to the employee under any recall or related provisions of this Agreement.
- SECTION 2. If the City is required to give notice to employees under any provision of this Agreement, the notice will be given by any verifiable means including, but not limited to, certified, return receipt requested mail to the employee's last known address, or telephone call to the last known telephone number. If the employee fails to respond to the notice or message within three (3) days, the City's obligation to the employee under this Agreement ceases.

## **ARTICLE 6**

### **BULLETIN BOARDS AND E-MAIL POLICY**

- SECTION 1. The City shall permit the Union to use one bulletin board, designated by the Fire Chief, at each station for posting notices of Union meetings and elections, results of such meetings and elections, if the Union so chooses, and reports of Union committees and other Union activities, such as MDA, charitable or social activities engaged in by the Union.
- SECTION 2. Posted notices shall not contain anything political or anything reflecting adversely upon City or any of its employees. Any Union-authorized violation of this Article shall entitle the City to cancel immediately the provisions of this Article and prohibit the Union further use of the bulletin boards.
- SECTION 3. The Union President and/or his designated officer of the Union may use the City's e-mail system to contact Union members regarding Union business and/or work-related matters relative to Union meetings, elections and committee activity. Any use of the City's e-mail system by the Union President or his officer for this purpose shall not allow dissemination of political information or anything reflecting adversely upon Fire Department or the City, and the Union President or his designated officer shall not use the system to disparage or harass other City employees.

**ARTICLE 7**

**PAST PRACTICE**

This Agreement supersedes any previous oral and written agreements between the City and its employees. The City will not be bound by any past understandings, practices and/or customs between the City and its employees on matters not specifically governed by the terms of this Agreement.

## **ARTICLE 8**

### **SEPARABILITY SAVINGS AND COMPLETE AGREEMENT**

- SECTION 1. If any state or federal legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated will remain in full force and effect. The City and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated if it remains lawful to do so.
- SECTION 2. The City and the Union agree that the relations between them will be governed by this Agreement. Modifications to this Agreement will not control unless reduced to writing and executed by the City and the Union.
- SECTION 3. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make proposals with respect to all subjects of collective bargaining. The understandings and agreements arrived at by the parties after exercise of that right are set forth in this Agreement.
- SECTION 4. In the event that this labor agreement between the City and Union is terminated for any reason, the benefits, wages and working conditions as outlined in this labor agreement will stay in effect until another contract between the City and Union can be negotiated by means of collective bargaining.

## ARTICLE 9

### UNION ACTIVITIES

- SECTION 1. The City agrees to place Union Officers, not exceeding three (3) in number, on special duty while collective bargaining meetings are being conducted. The Union Officers shall not be required to report for his/her respective duty shift on the same day on which the meeting is held, provided that the meeting lasts for more than four (4) hours, including preparation time needed. The Union Officers shall be identified prior to starting negotiations and shall not change.
- SECTION 2. It is agreed that the solicitation of members and distribution of Union literature of a non-controversial nature will be allowed during one presentation to be made by Union representatives before each new firefighter recruit class. Such presentation shall not exceed one (1) hour. The Union agrees that there shall be no further solicitation of membership or collection of Union dues, fees, or assessments on City time or on City property, without prior written approval from the Chief.
- SECTION 3. Union Officers and/or officials may utilize up to a total bank of ~~two-hundred and ten (210) hours~~ ~~four-hundred and fifty (450) hours of documented paid leave time~~ (which shall not be subject to conversion) for conducting Union business per year during the term of this Agreement. The 210 hours expires every October 1 of each year of this agreement and no carryover or rollover of hours will be allowed. The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above.
- SECTION 4. Once the paid leave as described in Section 3 is exhausted, Union Officers and/or officials, not exceeding two (2) in number, may be granted leave from duty without pay for the purpose of attending Union business meetings, conventions, education conferences or conducting other Union business. Such leave shall be subject to approval by the Chief of a written request by the Union no less than one week in advance of the requested leave date. Union Officers and/or Officials in excess of two (2) seeking leave from duty without pay for the purposes listed in this section may be granted leave with prior approval by the Chief.
- SECTION 5. The Union will be allowed to conduct monthly executive board meetings on City property and while certain employees are on-duty, but no employees will be allowed to leave their service area for the purposes of attending Union meetings, other than the Union officials described above.
- SECTION 6. The Union shall notify the City Administrator in writing of the names of Union Officers and/or officials within seven (7) calendar days after each Union election, resignation, removal or appointment of Union Officers and/or officials.

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**ARTICLE 10**

**NON-DISCRIMINATION**

SECTION 1. The parties hereby agree not to discriminate against employees because of race, sex, color, creed, religious belief or disability.

SECTION 2. The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, specifically including the right of employees to withdraw, revoke, or cancel Union membership.

SECTION 3. Whenever male gender is used in this Agreement, it should include the female gender when applicable.

**ARTICLE 11**

**INDEMNIFICATION**

This Article adopts and incorporates by reference Nebraska State Statute 13-1801, as amended, and, in addition thereto, in the event that, within the course of litigation, settlement discussions are made between the City and the plaintiff or plaintiffs, the City agrees to advise the employees which are party to such action.

## ARTICLE 12

### DISCIPLINE AND DISCHARGE

SECTION 1. No firefighter in the bargaining unit shall be removed, suspended, demoted or discharged except for cause. Cause shall include but not be limited to:

- A. Unexcused failure to work the scheduled shift;
- B. Dishonesty, including theft of time and fraud;
- C. Conduct that damages the reputation of the City or the Fire Department;
- D. Use of illegal narcotics as defined by the Nebraska Criminal Statutes;
- E. Committing a criminal act involving moral turpitude, or disgraceful conduct;
- F. Using, possessing, or being under the influence of alcohol or non-prescription controlled substance while on duty;
- G. Abusive treatment of any member of the public, or City officers and employees, including threats to harm property or persons;
- H. Insubordination;
- I. Incompetence;
- J. Failing to exercise the standard of care that a reasonably prudent person would exercise in a similar situation;
- K. Violating any lawful or reasonable rule, regulation, or order made or given by a superior officer;
- L. Inducing, attempting to induce, or participating in any attempt to induce any officer or employee of the City to commit an illegal act or to act in violation of any lawful and reasonable regulation or order;
- M. Being absent from duty without leave contrary to the provisions in this Agreement, or failing to report after a leave of absence has expired, or after such leave of absence has been disapproved or revoked and cancelled by the proper authority; or
- N. Any cause identified in the City of Bellevue Employee Policy Manual or City ordinance.

Violating any provisions of this Section shall be punishable by reprimand, suspension, demotion, and/or discharge. Counseling on these provisions shall not be considered discipline.

SECTION 2. It is understood between the parties that the City may discipline an employee without actually questioning the employee. If the disciplinary action against the employee is greater than a written reprimand, that employee will be questioned by the proper authorities prior to the discipline being given so that such employee can give his or her side of the story. However, anytime an employee is questioned regarding a matter which may, in the reasonable belief of the City, result in the employee being disciplined, the employee shall be entitled to the following rights:

FIREFIGHTER'S BILL OF RIGHTS:

1. Prior to any questioning, as detailed above, an accused employee shall be informed of the nature of the investigation in writing. Should such questioning be based upon a citizen's complaint, an accused employee shall receive a copy of the written formal complaint prior to such questioning.
2. The employee shall have the right to have the interrogation conducted at a reasonable hour, preferably at a time when the employee is on duty.
3. The employee shall have the right to be compensated for actual time spent in interrogation and shall be informed of the identity of any persons conducting the interrogation.
4. An employee who is subject of the investigation shall have the right to the presence of Union representative and/or Union attorney during the interrogation, the employee will be given a reasonable amount of time to obtain such representation, and such representative shall have a reasonable right to be heard. The employee's representative will be advised that the interview is an administrative process, and that the employee being interviewed is compelled to honestly answer questions from the investigator. If the representative feels the question is objectionable and needs further discussion, a brief objection may be made on the record. The investigator will consider the objection and determine whether to modify the question or proceed. The representative has the right to privately counsel the employee before or after the interview, but all other discussions during the interview shall be on the record. During the interview, there shall be no disruptive conduct. At the conclusion of the interview, the representative will be able to ask the employee being interviewed any questions, or make a statement for the record.
5. The employee shall have the right during the interrogation to be allowed to attend to his/her own physical necessities without compromising the integrity of the investigation.
6. Nothing in this section shall prohibit the City from ordering an employee to answer questions. Furthermore, nothing in this section shall preclude the City from informing the employee that refusal to answer questions or to comply with any lawful order shall be new and separate grounds for discipline up to and including termination.
7. The employee shall not have the right to record in any manner the interrogation. If the City records the interrogation, either a transcript or a duplicate recording of the interrogation shall be provided to the employee at the City's expense if disciplinary action is taken against the employee and the employee appeals such action or the union needs the recording to determine the merits of a grievance. The employee, or the Union, must request such transcript or duplicate recording be provided, and, in that event, the City will so provide within

ten (10) working days, defined as any weekdays that are not City-recognized holidays. If the Union makes the request, the affected employee must agree.

8. The name of the employee involved in the interrogation shall typically be kept confidential, and shall not be released to the news media by City, unless a compelling public interest justifies the disclosure in the City's discretion.

9. The employee shall have the right to review, at reasonable times and places with reasonable advanced notice, on his/her off duty time, his/her official Personnel file. The employee shall have the right to file a written response to any adverse comment in their file within a reasonable period following the employee's notice of such comment, and have the employee's response attached to such comment.

10. After disciplinary action is taken, and if the employee signs a written approval, the City will allow the Union to look at such employee's complete disciplinary file. However, the Union may not remove or copy any items from such file.

11. After an employee is disciplined, upon appeal of such disciplinary action, the employee will be entitled, upon request, to discovery of all information relied upon by the City to justify the discipline. The City shall have the right to discovery of any information from the employee and/or the Union that is being relied upon to dispute the discipline.

12. WITNESSES IN DISCIPLINARY ACTIONS. If an employee is interviewed and such employee is not the subject of the disciplinary investigation, he/she shall not have a right to a Union representative or any other rights stated above. However, if at any time during the course of this witness interview, the interrogator has reason to believe the witness may be subject to disciplinary action, the interrogator will immediately advise the employee of his/her representation rights and proceed according to the above Bill of Rights.

SECTION 3. DISCIPLINARY ACTIONS - SUSPENSIONS: An employee may be suspended without pay for cause for a period or periods not exceeding two hundred and twenty four (224) hours for an employee working Suppression and one hundred and sixty (160) hours for an employee working Bureau. A written notice for such suspension shall be transmitted to the employee with a copy transmitted to the Personnel Department. Such notice shall include the reasons for and the duration of the suspension. For purposes of this section, suspensions shall be determined on an hourly basis relative to the suppression/bureau work shift. Example: A 24 hour suspension given to a suppression employee would be equivalent to a 17.143 hour suspension for a bureau employee.

SECTION 4. DISCIPLINARY ACTIONS - DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee with a copy transmitted to the Personnel Department.

SECTION 5. DISCIPLINARY ACTIONS - DISCHARGE: An employee may be discharged for cause. Prior to the discharge becoming effective, a written statement containing the reasons for the discharge shall be transmitted to the employee and to the Personnel Department.

SECTION 6. PRE-DISCHARGE PROCEDURE: In any case where the Chief is recommending discharge of an employee, the employee, prior to the effective date of discharge, must be informed in writing of the nature of the offense, the specific reasons for the recommendations of discharge and be given an opportunity to provide the City Administrator with any mitigating circumstances or exculpatory information. The City Administrator or a designee shall meet with the employee and the UNION Representative, if requested, and inform the employee in writing of the allegations and receive any information or explanation the employee wishes to supply prior to a decision for discharge.

SECTION 7. The City may begin investigation of any cause that might lead to disciplinary action upon notification of such cause. Disciplinary action may be taken within forty-five (45) City Business days of such notification. This forty-five (45) City Business day period may be extended if the City finds it necessary to interview any person that is not a member of the Department, or if a Department member is not available due to leave, sickness, or training. If the Department finds it necessary to extend the investigation beyond the forty-five (45) City Business day period, the employee under investigation will be notified in writing of the extension. The Union President will also be notified in writing if the extension involves circumstances beyond the control of the Department.

This Section shall not apply if the employee is involved in any criminal investigation that may lead to charges being filed against that employee.

SECTION 8. Special Disciplinary Procedures for Employee Loss of Driver's License

1. One of the requirements to hold a sworn position in the Fire Department is that such employee must possess a valid, current license to operate a motor vehicle. It shall be the responsibility of each individual employee to report to his/her supervisor the loss of driver's license and/or driving privileges as soon as such loss occurs. FAILURE TO PROMPTLY REPORT LOSS OF DRIVING PRIVILEGES CAN RESULT IN THE EMPLOYEE'S DISCIPLINE AND/OR TERMINATION. This applies any time the employee's driving privileges are terminated, revoked, suspended, or limited in any way by any court or administrative office of the State of Nebraska or any other state or jurisdiction.
2. The City recognizes that occasions arise where otherwise valuable employees may temporarily lose their driving privileges. In a desire to help such employees and to protect the City's investment in highly trained personnel, the City is prepared to make certain accommodations when possible.

3. If an employee (probationary or otherwise) loses his/her privilege to operate a motor vehicle for ninety (90) days or less, as above, and promptly reports the loss to his/her supervisor, the following shall apply:
  - a. The employee will be suspended for a period of 0-72 hours for employees working in suppression, 0-51.43 hours for employees working in the bureau. The Fire Chief shall determine the duration of such suspension.
  - b. The employee shall (during the period in which he/she does not have the privilege of operating a motor vehicle) be reduced in pay to the next lower pay level which is closest to a 10% pay reduction but does not exceed a 10% reduction (except for employees at probationary steps which may go to the top step of next lower rank regardless of whether or not this is more than a 10% reduction.) If the employee is the lowest pay stem then they shall be required to wait an additional six (6) months for a Step increase.
  - c. The employee shall have no right to appeal any of the above actions (a and b) pursuant to this Agreement or any other avenues of appeal. The above shall be final and binding on all parties.
  
4. If an employee loses his/her privilege to operate a motor vehicle for ninety-one (91) days up to and including six (6) months, as above, and promptly reports the loss to his/her supervisor, the following shall apply:
  - a. The employee will be suspended for 168 hours for employees working in suppression, 120 hours for employees working in the bureau, or less at discretion of the Fire Chief.
  - b. The employee shall (during the period in which he/she does not have the privilege of operating a motor vehicle) be reduced in pay to the next lower pay level which is closest to a 10% pay reduction but does not exceed a 10% reduction (except for employees at probationary steps which may go to the top step of next lower rank regardless of whether or not this is more than a 10% reduction.) If the employee is at the lowest pay step then they shall be required to wait an additional six (6) months for Step increase.
  - c. The employee shall have no right to appeal any of the above actions (a and b) pursuant to this Agreement or any other avenues of appeal. The above shall be final and binding on all parties.
  
5. If an employee loses his/her license for a period of more than six (6) months, as above, said employee shall be subject to discipline, up to and including termination. If the penalty is termination of employment, said employee shall be allowed to appeal said termination pursuant to this Agreement or any other avenues of appeal.
  
6. The above provisions are geared to the actual number of days that the employee is without driving privileges. However, no employee will be terminated from his/her employment if the loss of driving privilege, no

matter how many days, is as a result of such employee's conviction of driving under the influence, first offense. Each individual incident for each employee shall be considered separately. Example: An employee who loses his driving privileges for sixty (60) days and suffers the penalty for such loss as above, and then subsequently loses his driving privileges for a six (6) month period shall be considered to fall under number 4, above, not number 5.

SECTION 9. TARDINESS:

1. The employee who is tardy shall, in writing, report all pertinent information regarding the tardiness to the On-Duty battalion chief.
2. All tardiness as determined by follow-up investigation shall be reported as unauthorized leave and reported to the on duty battalion chief. It shall be the responsibility of the battalion chief to notify the assistant chief of all tardiness. The immediate supervisor shall immediately report all employees reporting tardy for duty to his/her Battalion Chief/Supervisor **with no** exception.  
**Failure to do so by a supervisor shall result in disciplinary action being taken against the supervisor.**
3. For the purpose of determining the degree of discipline to be imposed for tardiness, each incident of tardiness for an employee shall be accumulated for a period of two years. Each tardiness shall be handled according to the following procedure:
  - a. First Offense: Counseling
  - b. Second Offense: Written Reprimand.
  - c. Third and Fourth Offense: Twenty-four (24) hour suspension with loss of pay for Suppression, seventeen and one hundred ~~forty~~ threeforty-three thousandths (17.143) hours loss of pay for Bureau.
  - d. Fourth-Fifth Offense: A minimum of seventy-two (72) hour suspension with loss of pay for Suppression, fifty one and forty three hundredths (51.43) hours loss of pay for Bureau; or additional suspension time or up to Termination by discretion of the Chief.

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## ARTICLE 13

### GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. All grievances and disputes, excluding disciplinary action (i.e. removal, suspension, demotion, discharge or written reprimands), arising from the application and interpretation of this Agreement ("Grievance") shall be timely handled in the following manner and it is further agreed that any such grievances shall be settled in the manner described in this Article. In the event a satisfactory settlement is not reached informally, the following procedures shall be used:

- Step 1. An Employee or the Union having a grievance shall present it, in writing, to the Fire Chief within ten (10) City Business days of the incident giving rise to the grievance or within ten (10) City Business days of the date the Employee has notice or should have had notice of the incident with the exercise of reasonable diligence. The written grievance must set forth the sections and articles of this Agreement upon which the grievance is based and the remedy sought. The Fire Chief or his designee will answer promptly, in writing, within ten (10) additional City Business days. If the Chief or designated representative does not respond within ten (10) City Business days, the Grievance shall be considered denied.
- Step 2. If settlement is not reached under Step 1, the Employee or the Union may appeal it to the City Administrator or designated representative in writing within ten (10) City Business days after the response, or lack of response after ten (10) City Business days, in Step 1. The employee may be represented by an Officer of the Union. The City Administrator, or his or her designated representative, shall have ten (10) City Business days to respond in writing to the employee from the date on which the appeal was received by the City Administrator or his or her designated representative. If the City Administrator or designated representative does not respond within ten (10) City Business days, the Grievance shall be considered denied.
- Step 3. If settlement is not reached under Step 2, the employee may request arbitration by written notice to the other party within ten (10) City Business days after Grievant's receipt of the response made by the City Administrator or designated representative, or lack of response after ten (10) City Business days, under Step 2. If the employee selects arbitration, within ten (10) City Business days after arbitration has been requested by the employee, the parties shall convene for the purpose of attempting to agree on the selection of an arbitrator and, failing agreement, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. After receipt of the list, parties shall meet with five (5) days and select an arbitrator by each party striking three names alternately. The party requesting arbitration shall have the right to strike the first name and the

other party shall strike one (1) name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an employee elects to process a grievance without UNION representation, as is the employee's right, the UNION shall have the right, after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an employee not choosing to be represented or assisted by the UNION, must be consistent with the terms of this Agreement. The authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of provisions of this Agreement. If the timeliness of the grievance is in dispute, the arbitrator shall resolve the timeliness issue before addressing the merits of the grievance, and the party asserting the same will bring that issue to the arbitrator's attention prior to the hearing date on the grievance.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

- SECTION 3. All time periods/limitations set forth in this Section 1, Steps 1, 2, and 3, are of the essence and are to be strictly enforced against the party not complying therewith. Any time limitation provided herein may be waived or extended by mutual agreement of the parties.
- SECTION 4. All written grievances must include the following information with specificity: Exact nature of the grievance, the acts that were or were not done, dates, the identity of the parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy sought. A written grievance shall not be amended.
- SECTION 5. Failure to present a grievance within the time specified above, shall result in the grievance being withdrawn. Failure by the City to timely reply to a grievance shall result in the grievance advancing to the next step. The processing time for grievances may be extended by mutual agreement in writing between the Union President or the individual presenting the grievance and the City.
- SECTION 6. If a grievance is not resolved after Step 2, the Union may refer the matter to mutual and binding arbitration within ten (10) City Business days following the City's step two written response, or the City's deadline to issue a step two written response. Notice of the Union's intent to arbitrate shall be delivered to the City Administrator, and such notice may be delivered by electronic mail.
- SECTION 7. It is understood and agreed that a written grievance taken to arbitration under this Agreement, in order to be valid under this Agreement, must allege a direct violation of the express purpose of the contractual provision in question. It is also understood and agreed that it is the intent of the parties to this Agreement that a

written grievance taken to arbitration shall not be valid if such written grievance challenges action taken by the City in the exercise of inherent management rights, except where such written grievance is based upon a clear, express limitation thereon.

SECTION 8. Unless the parties agree otherwise in writing, no settlement of any grievance will operate as a precedent or a prior practice for any subsequent situations.

## ARTICLE 14

### PROHIBITION OF STRIKES

The Union shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of any City function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any other type of concerted work stoppage. The Union shall not aid or assist any persons or parties engaging in the above prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds, financial, and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities, provided, however, that the Union may provide legal representation. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The Union shall not be in breach of contract where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Union.

Upon notification confirmed in writing by City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately in writing order such members to return to work at once, and provide City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.

The City agrees that it shall not lock out any employees because of a labor dispute.

## **ARTICLE 15**

### **INTRODUCTORY PERIOD**

SECTION 1. Every newly appointed, hired, promoted or involuntarily demoted employee will be required to serve an introductory period of six (6) months from the date of appointment, employment, promotion or involuntary demotion.

SECTION 2. Introductory employees (excluding promoted employees) may be terminated at any time during the introductory period and at the end of that period. A promoted employee will serve an introductory period and may be demoted back to the position he or she held prior to being promoted at any time during the introductory period and at the end of that period. The decision to exercise the option to terminate an introductory employee or demote, in the case of a promoted employee, shall rest solely with the City. The Chief may terminate the employment of an introductory employee or demote a promoted employee if, during the performance test thus afforded and upon observation or consideration of the performance of duty, the Chief deems such employee unfit or unsatisfactory for service in the Department or in a position for promoted employees, and such is approved by the City Administrator. The Chief shall report the removal and reasons therefore in writing to the employee concerned. Any employee removed from a position or demoted from a position during the six (6) months introductory period shall not be entitled to appeal or grieve such removal or have the same reviewed by arbitration or a court of law, except as allowed by law. It is understood that nothing in this Article shall limit the right of the City to terminate a promoted employee for cause as provided for under the Civil Service Act.

ARTICLE 16

PROVISIONAL APPOINTMENT

SECTION 1. ~~The language in this section will go in to effect on October 1, 2022.~~ Any provisional appointment made by the Chief, or any designee of the City, shall be governed by the Civil Service guidelines. An employee appointed provisionally to a higher grade shall be paid at the same rate, for the duration of said provisional appointment, which he/she would receive had the appointment been a permanent appointment from the Civil Service list.

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SECTION 2. ~~Should any provisional appointee be duly appointed to the same position on a permanent basis through selection from a Civil Service list, then in that event, any and all time served by that employee as a provisional appointee shall be credited toward any probationary time necessitated by the Civil Service guidelines.~~

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## **ARTICLE 17**

### **SENIORITY**

- SECTION 1. The principle of seniority rights shall be observed within the Department in laying off, rehiring, and bidding vacation.
- SECTION 2. Seniority shall be established within job classification based on continuous length of full-time service within that classification in the Department, notwithstanding the interruptions provided for in the paragraph below.  
Seniority of the employees shall be established as of the date of full-time hire in the Department and shall be considered as continuous, notwithstanding suspensions for disciplinary purposes, absence on federally recognized authorized leave without pay (i.e., FMLA, Military Leave) , or layoff for thirty (30) days or less duration.
- SECTION 3. For purposes of layoffs, consideration of seniority will be as outlined in Article 18 (Reduction in Force Policy) and shall be on the basis of total job seniority. All other applications of the seniority provisions shall be on the basis of seniority in job classification.
- SECTION 4. Where two (2) or more employees in the same classification are appointed on the same date, their seniority standing shall be determined by the order of their placement on the Civil Service Commission's Certified Eligibility List. The City shall post two seniority lists; one with the employees arranged in order of total job seniority and the other comprised of employees by classification.

The City shall furnish the Union with updated lists at the end of each year, upon written request by the Union. Should any errors be noted on such seniority lists, the same shall be corrected between the City and the Union; provided, however, employees and the Union have only thirty (30) days from the date of posting such lists to dispute their contents. If no such dispute is lodged with the City, then the dispute is waived and the lists will be conclusively presumed to be accurate.

## ARTICLE 18

### REDUCTION IN FORCE POLICY

- SECTION 1. If it becomes necessary to reduce the number of employees, for whatever reason, the City will implement the following process.
- SECTION 2. Introductory employees will be the first to be removed. Employees who are in an introductory period by reason of a transfer, promotion or demotion shall be considered for layoff purposes as though they remained in the classification they occupied prior to the transfer or promotion.
- SECTION 3. When determining the order of layoffs, the City will reduce employees who have completed the introductory period based on the following factors (not listed in intended order of consideration):
- (1) The multiple job skills recently or currently being performed by the employee;
  - (2) The knowledge, skills, and abilities of the employee to perform the essential functions of the position;
  - (3) Disciplinary History
  - (4) The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto;
  - (5) Required federal, state or local certifications or licenses; and
  - (6) Seniority.
- SECTION 4. Employees will be eligible for rehire for a period of two (2) years from the date of separation. If an employee refuses to accept the rehire position, the employee forfeits future rehire rights. Recalls from layoff shall be in inverse order of layoff. Employees have three (3) City Business days to return to work after being recalled by any verifiable means.

## ARTICLE 19

### HOURS OF WORK

- SECTION 1. The normal work period shall consist of a twenty-eight (28) day work cycle commencing at times established by the Chief. Employees assigned to a bureau shift shall be assigned a forty (40) hour work week. Employees assigned to a suppression shift shall be assigned an average up to fifty-six (56) hours per week during the twenty-eight (28) day work cycle. The Union acknowledges that assignment of work hours is a management right as provided in Article 3 (Management Rights).
- SECTION 2. **Conversion of Hours (Suppression vs. Bureau).** Unless otherwise specified, bureau hours/pay (40 hour work week) when converted to suppression hours/pay (56 hour work week) shall be multiplied by a factor of 1.4 to determine hours/pay for suppression employees. Likewise, suppression hours/pay (56 hour work week) when converted to bureau hours/pay (40 hour work week) shall be divided by a factor of 1.4 to determine hours/pay for bureau employees.
- SECTION 3. The union and the City agree that the current 56 hour suppression work shift shall continue, unless mutually agreed otherwise and approved by the Chief. The Union acknowledges that the Chief has the discretion to change the changeover time but not the sequence of scheduled days currently in place. The Union acknowledges the language in this article is limited to identifying what a suppression work schedule shall consist of and in no way limits the Chief's ability to transfer an employee from shift to shift or to a 40 hour bureau position.

## ARTICLE 20

### OVERTIME AND CALL-BACK

- SECTION 1. The parties recognize and agree they will be required to comply with the Fair Labor Standards Act ("F.L.S.A."). Employees assigned to a suppression shift will be eligible for overtime compensation for the total actual hours worked beyond two hundred twelve (212) hours for their regularly assigned duty shifts (i.e. 121.33 shifts annually) in a twenty-eight (28) day work cycle. Employees assigned to a bureau shift, will be eligible for overtime compensation for the total actual hours worked beyond forty (40) hours in any one (1) work week.
- SECTION 2. Employees working in excess of the applicable number of hours and/or number of regularly assigned duty shifts as detailed above shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay for the actual number of hours worked in excess thereof.
- SECTION 3. If an employee is called back to duty during his/her off-duty time by an order of the Chief or his/her designee or required to respond to an "all call" emergency during his/her off-duty time, such employee shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay at the rate of two (2) hours or the actual number of hours worked, whichever is greater.
- SECTION 4. In no case will overtime or call-back time be allowed without approval of the Fire Chief or his/her designee. In no case will overtime or call-back pay be pyramided, compounded or paid twice for the same hours.
- SECTION 5. For clarification, the "actual number of hours worked" referred to above shall not include hours taken for leave purposes (i.e. holiday time, vacation time, sick leave, funeral leave, military leave, etc.).
- SECTION 6. If the employee(s) is/are given the option of receiving overtime compensation as compensatory time, compensatory time earned shall not exceed 120 total accrued hours per fiscal year for bureau employees and 168 total accrued hours per fiscal year for suppression employees. Such employees may only use compensatory time upon receiving advance written approval from the Chief or Assistant Fire Chief. Accumulated compensatory time shall be used within each fiscal year wherein it was earned and cannot be carried forward to the next fiscal year. Any accumulated compensatory time not used within the fiscal year (by September 30<sup>th</sup>) shall be paid to the Employee in cash at the converted bureau and/or suppression rate of pay on the second payroll of October at the first full payroll period in the next scheduled fiscal year.
- SECTION 7. In order to provide FLSA overtime compensation for employees assigned to a Bureau shift who are not regularly scheduled to work overtime as employees

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assigned to a 56 hour suppression shift, such employees shall receive a monthly stipend for 12 hours of pay at half (1/2) of their regular Bureau rate of pay on the first payroll of each month.

## ARTICLE 21

### ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

- SECTION 1. An employee required to attend as a witness or in any other capacity directly related to his/her official duties in any case pending in any juvenile, county or district court or before a grand jury proceedings or in conferences with a prosecuting attorney or their respective assistants or at any pretrial conference or any other related hearing or proceedings by any City, County, State or Federal Government or Subdivision or Agency during off-duty periods shall be paid a minimum of two (2) hours at the regular rate.
- SECTION 2. Employees required to attend training seminars, workshops, conferences or schooling outside of their normal duty shift shall be paid at their regular rate of pay while in attendance at such functions. Employees may voluntarily attend such functions but shall not be paid for their time. Use of a City vehicle to attend training seminars, workshops, conferences or schooling required or allowed by the Fire Department may be granted on a case-by-case basis, and if none available, current City rate shall be paid for mileage.
- SECTION 3. An Employee subpoenaed for any event shall present to his/her supervisor the original subpoena within two (2) City business days after Employee receives same.
- SECTION 4. Jury Duty. When selected for jury duty, employees must immediately notify their immediate supervisor and provide him/her with a copy of the jury notification. The City will pay employees their regular wages while serving jury duty, and employees must give the City any compensation or fees (other than mileage) earned or received for jury service.
- SECTION 5. All required documentation identified in this article must be delivered to both the Assistant Fire Chief and the Administrative Assistant via the City of Bellevue email system, from within one (1) week of receiving such unless otherwise noted. Failure to provide documentation as required may result in disciplinary action.

ARTICLE 22

WAGES

SECTION 1. Position grade levels shall be as follows:

Full-time Firefighter  
Fire Apparatus Engineer  
Captain  
Paramedic Shift Supervisor  
Battalion Chief

SECTION 2. Effective the first full payroll period following ratification of this Agreement by approval of the City Council, ~~and retroactively to October 1, 2017,~~ the City will implement the hourly wage scale in Appendix B. Firefighters shall move to the step that is the equivalent to the step that would correspond to their amount of service as a full-time employee. Captains and Battalion Chiefs will move to the step that is equivalent to their current step. ~~Employees shall move to the step that is the closest to their current pay rate without a reduction in pay. If the employee's wage rate is above the top step of the wage rate range for their position, their wage rate will be red-circled, or frozen, until the wage rate range catches up to them.~~ 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 rate range for their position increases to a higher rate than their current wage rate, ~~after the top wage rate is increased by 1.6% each anniversary year.~~

SECTION 3. For the purpose of this Agreement, the City and the Union agree that when an employee is promoted to a higher rank, the employee shall be placed in a pay step that gives such employee a pay increase to the closest approximation of five percent (5%). ~~This shall apply only to those employees who are promoted from Full-time Firefighter to Captain and those employees who are promoted from Captain to Battalion Chief.~~ New hires and Promoted employees shall serve an introductory period of six (6) months pursuant to Article 15. Upon successful completion of the introductory period, said employees will be eligible for a step increase.

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~~SECTION 4. Firefighters hired in December 2016, July 2017 and August 2017 will follow the pay step increases as described below:~~

~~BFD Class hired December 2016 will move Step 1 upon ratification of this contract and go to step 2 on their full time hire anniversary date in December of 2018.~~

~~BFD Class hired March 2017 will move to step 1 upon ratification of this contract and go to step 2 on their full time hire anniversary date in March of 2019.~~

~~BFD Class hired July 2017 will move to step 1 upon ratification of this contract and go to step 2 on their full time hire anniversary date in July of 2019.~~

SECTION 4. Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding 12 month period may not ~~shall not~~ be eligible for a step increase. The Fire Chief will have sole discretion if the employee's step increase is taken away.

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SECTION 5. All licensed paramedics, holding a Nebraska EMT-P certification and authorization to practice under the City's Medical Director, will receive an additional one dollar and fifty cents (\$1.50) per hour for all hours worked (not subject to conversion) added to the employee's regular rate of pay.

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**ARTICLE 23**

**PERFORMANCE PAY**

~~SECTION 1. Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding 12-month period, shall not be eligible for a step increase.~~

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**ARTICLE 234**

**WORKING OUT OF CLASS**

SECTION 1. When the employee of the bargaining unit performs the duties of a position in a classification or specialty position (e.g. Driver Medic or Lead Paramedic) higher than the classification currently held by the employee, the employee shall receive working out of class additional temporary pay for such hours. All paramedics below the rank of Captain who are acting as a Medic Captain on an ambulance shall be paid "Lead Medic" pay, which is equivalent to an acting Captain. The rate of pay for employees working in a higher classification shall be determined as follows; an employee shall be paid an additional hourly rate (not subject to conversion) for the hours working out of class that is equivalent to the pay step of the higher classification that is closest to a five percent (5%) increase over his/her current pay.

~~For each hour worked, any Full-time Firefighters assigned to Driver Medic (DM); Fire Apparatus Engineer (FAE); Fire Captain, or Medic Captain; or any Captain assigned to Battalion Chief; responsibilities shall be compensated at a working out of class hourly rate (not subject to conversion) in addition to the employee's regular rate of pay as follows:~~

<u>Assignment:</u>	<u>Specialty Hourly Compensation:</u>	<u>Upon Ratification</u>	<u>Effective 10/01/2018</u>	<u>Effective 10/01/2019</u>	<u>Effective 10/01/2020</u>	<u>Effective 10/01/2021</u>
Driver Medic (DM) (on ambulance)	\$0.50 per hour	\$1.20 per hour	\$1.90 per hour	\$2.60 per hour	\$3.30 per hour	\$4.00 per hour
Fire Apparatus Engineer (FAE) (on engine)	\$1.00 per hour	\$1.70 per hour	\$2.40 per hour	\$3.10 per hour	\$3.80 per hour	\$4.50 per hour
Fire Captain (FC) (on engine)	\$1.50 per hour	\$2.20 per hour	\$2.90 per hour	\$3.60 per hour	\$4.30 per hour	\$5.00 per hour
Medic Captain (MC) (on ambulance)	\$1.50 per hour	\$2.20 Per hour	\$2.90 per hour	\$3.60 per hour	\$4.30 per hour	\$5.00 per hour
Battalion Chief		\$1.00 per hour	\$1.00 per hour	\$1.00 per hour	\$1.00 per hour	\$1.00 per hour

~~SECTION 2. All licensed paramedics, holding a Nebraska EMT P certification and authorization to practice under the City's Medical Director, will receive an additional one (1) dollar per hour to their base rate for all hours worked (not subject to conversion) in addition to the employee's regular rate of pay.~~

SECTION 23. If any state or federal legislation, court decision or government regulation invalidates any section of this Article, or any article or section of this Agreement in its entirety or any provision of any article which said decision(s) alter the meaning of the negotiated intent, all other sections not invalidated nor altering the intent of the negotiated agreement, will remain in full force and effect. The City and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated or affected the negotiated contractual intent, in accordance with the legislation or ruling, if it remains lawful to do so.

**ARTICLE 245**

**LONGEVITY**

SECTION 1. In addition to the regular wages, employees shall begin to earn longevity compensation upon completion of the 7<sup>th</sup>, 10<sup>th</sup>, 13<sup>th</sup>, 16<sup>th</sup>, and 20<sup>th</sup> year of employment with the City of Bellevue.

SECTION 2. For all employees completing the years of employment prescribed shall earn longevity compensation according to the following non-cumulative schedule:

<u>Years of Service</u>	<u>Monthly Compensation</u>
Beginning the 8 <sup>th</sup> year of service	\$ 35.00 per month
Beginning the 11 <sup>th</sup> year of service	\$ <del>750</del> .00 per month
Beginning the 14 <sup>th</sup> year of service	\$ <del>11005</del> .00 per month
Beginning the 17 <sup>th</sup> year of service	\$ <del>15040</del> .00 per month
Beginning the 21 <sup>st</sup> year of service	\$ <del>18575</del> .00 per month
<u>Beginning the 25<sup>th</sup> year of service</u>	<u>\$255.00 per month</u>

~~SECTION 3. For all employees who completed twenty five (25) years of employment with the City of Bellevue prior to October 2014, such employees shall continue to earn longevity compensation in the amount of \$255.00 per month.~~

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## ARTICLE 256

### HOLIDAYS

SECTION 1. The following, together with any other days that may be so designated by the City, shall be paid holidays for Employees ("Holiday"):

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day
11. Floating Holiday (time off only, not included in any stipend)

SECTION 2. The Parties agree that payment for the above holidays shall be paid to employees, only during such months the employee works, as follows:

For employees assigned to a forty (40) hour work week (i.e. Bureau shift), such employee shall be paid for the holidays set forth in Section 1 at their regular rate of pay. Employees shall not receive double payment for any holiday through the Holiday Pay stipend received by employees assigned to a Suppression shift and the Holiday Pay received by employees assigned to the Bureau shift. For purposes of pay equity amongst bureau and suppression personnel, bureau employees shall be paid 56 hours per year of additional pay at their bureau rate of pay to account for the holiday stipend. -Such payment shall be aggregated and paid on the first payroll of each month (i.e. 12 pay periods).

For employees assigned to a fifty-six (56) hour work week (i.e. Suppression shift), such employee shall be paid 112-123.2 hours per year of holiday pay at regular rate, based upon a converted 8 hour work day (i.e. 11.2 hours). Such payment shall be aggregated and paid on the first payroll of each month (i.e. 12 pay periods).

The floating holiday shall be utilized as a personal leave day. The floating holiday must be pre-approved by the Fire Chief, or his designee, in accordance with the vacation leave policy promulgated by the Fire Chief. ~~For purposes of this article, one (1) Battalion Chief may be allowed off over the allowable number identified in the vacation policy, but at no time shall a Captain and a Battalion Chief be allowed off at the same time.~~

**ARTICLE 267**

**VACATION**

SECTION 1. The City shall compensate full-time employees with paid vacation as set forth in this Article. Vacation shall be computed monthly beginning from the first day following the calendar month of full-time employment with the City of Bellevue for use by the employee as it is earned for each employee as follows:

<u>Years of Employment</u>	<u>Monthly Hours of Vacation (converted)</u>	
	<u>Bureau Shift:</u>	<u>Suppression Shift:</u>
Beginning of 1 year Full-time City employment	7.1429 hours	10.00 hours
Beginning of 5 years Full-time City employment	10.7143 hours	15.00 hours
Beginning of 10 years Full-time City employment	13.2143 hours	18.50 hours
Beginning of 15 years Full-time City employment	16.0714 hours	22.50 hours
Beginning of 20 years Full-time City employment	18.0929 hours	25.33 hours

~~SECTION 2. For all employees who completed twenty five (25) years of full-time employment with the City of Bellevue prior to October 2014, such employees shall continue to earn paid vacation as follows:~~

<u>Years of Employment</u>	<u>Monthly Hours of Vacation (converted)</u>	
	<u>Bureau Shift:</u>	<u>Suppression Shift:</u>
Beginning of 25 years Full-time City employment	21.00 hours	29.40 hours

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SECTION 3. Settlement of Accrued Vacation: Upon separation of service with the City, the employee or the employee's beneficiary or estate shall be paid all accumulated vacation computed on the basis of the employee's regular pay as of the employee's last day of employment.

SECTION 4. On the employee's date of full-time hire anniversary, all sworn members whose vacation leave balance equals or exceeds 257 hours for employees assigned to a bureau shift or 360 hours for employees assigned to a suppression shift will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 257 hours or 360 hours, respectively.

SECTION 5. Vacation shall be granted in accordance with the staffing needs as determined by the Fire Chief, or his designee.

SECTION 6. Employees shall be permitted to request a cash in of vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more.

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SECTION 7 For the purpose of bidding vacation, three sworn employees below the rank of Battalion Chief may be allowed to be off on vacation on the same day. Only one (1) battalion chief or acting battalion chief may be allowed to be off on vacation on the same day.

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**ARTICLE 278**

**SICK LEAVE**

**SECTION 1. "SICK LEAVE WITH PAY":**

~~A. Employees Hired Before October 1, 2012 assigned to a Bureau Shift. Employees hired before October 1, 2012 assigned to a Bureau Shift shall earn sick leave at the rate of 12 hours sick leave with pay for each full calendar month of continuous employment.~~

~~B. Employees Hired On or after October 1, 2012 assigned to a Bureau Shift. Employees hired after October 1, 2012 assigned to a Bureau Shift shall earn sick leave at the rate of 8 hours sick leave with pay for each full calendar month of continuous employment.~~

~~A.C. Employees assigned to a Suppression Shift. Employees assigned to a Suppression Shift shall earn sick leave at the rate of 16.8+7 hours sick leave with pay for each full calendar month of continuous employment.~~

~~B. Employees assigned to a Bureau Shift. Employees assigned to a Bureau Shift shall earn sick leave at the rate of 12 hours sick leave with pay for each full calendar month of continuous employment.~~

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SECTION 2. Sick leave with pay must be earned before it can be taken; advancing sick leave is prohibited. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, non-compensable bodily injury, pregnancy, or disease or exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the household of the employee or the employee's immediate family when the employee's attendance is required. Sick leave may be taken when an employee is on official duty for a period in excess of four (4) hours over and above a regular work shift excluding voluntary overtime. Sick leave may be used in minimum increments of one (1) hour.

SECTION 3. When an employee desires to utilize sick leave, the employee shall notify the Department immediately. An employee must keep the Chief informed of his/her condition. An employee may be required by the Chief to submit a medical record or certificate from a licensed physician or other health care professional for any absence in excess of five (5) sick leave days. Failure to fulfill these requirements may result in denial of sick leave.

SECTION 4. The City Administrator or the Department may investigate any sick leave taken by an employee. False or fraudulent sick leave taken may be cause for disciplinary action and may result in dismissal.

SECTION 5. ~~A(1) — Captains and Bataillon Chiefs Hired Before October 1, 2012: Captains and Bataillon Chiefs hired before October 1, 2012 who resign or retire from the City in good standing and who have at least ten (10) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of seven hundred sixty (760) hours, after conversion to the Bureau amount of hours, at the employee's Bureau base rate of pay at the time of retirement or resignation. In the event of the employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.~~

~~A(2) — Employees Captains and Bataillon Chiefs Hired Before October 1, 2012: Captains and Bataillon Chiefs hired before October 1, 2012 who resign or retire from the City in good standing and who have at least ten five (105) years of service ~~and are fifty five (55) years of age or older~~ shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of seven hundred sixty (760) hours, after conversion to the Bureau amount of hours, at the employee's Bureau base rate of pay at the time of retirement or resignation. In the event of the employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.~~

~~B(1) — Employees Full-time Firefighters Hired On or After October 1, 2012.— Full-time Firefighters hired on or after October 1, 2012 who resign or retire from the City in good standing and who have at least ten (10) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of four hundred eighty (480) hours, after conversion to the Bureau amount of hours, at the employee's Bureau base rate of pay at the time of retirement or resignation. In the event of the employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.~~

~~B(2) — Captains and Bataillon Chiefs Hired On or After October 1, 2012: Captains and Bataillon Chiefs hired on or after October 1, 2012 who resign or retire from the City in good standing and who have at least ten (10) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of two hundred eighty (280) hours, after conversion to the Bureau amount of hours, at the employee's Bureau base rate of pay at the time of retirement or resignation. In the event of the employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.~~

C - If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the

spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

D- Upon separation, and in lieu of payout of sick leave as provided in A, B and C of this Article, an employee may choose to use all or part of their eligible payout hours to pay for retiree medical and dental premiums that they may be eligible for under Article 31.

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SECTION 6. In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Any time donated must be used consecutively for the approved occurrence. A maximum of 480 hours can be donated to any one employee within a 12 month period from date of initial occurrence; donated time cannot exceed 12 weeks. A request for permission to allow the donation will be submitted to the City Administrator by the IAFF President or Vice President prior to asking the employees for assistance. The request will only be submitted after all but 3 scheduled shifts worth of earned time off (including vacation, compensatory, and sick leave) has been exhausted by the employee in need. Once the occurrence ends (e.g. the employee returns back to work), all unused sick time donations will be distributed proportionately back to the donors.

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**ARTICLE 289**

**FUNERAL LEAVE**

- SECTION 1. In the event of the death of an employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse or child related by blood, marriage or adoption ("Immediate Family"), the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed four (4) consecutive work days, one of which must include the day of the funeral.
- SECTION 2. In the event of the death of the father, mother, sister, brother, grandmother or grandfather of an employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed two (2) consecutive work days, one of which must include the day of the funeral.
- SECTION 3. In the event of the death of an aunt, uncle, niece or nephew of the employee or the employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay for the day of the funeral.
- SECTION 4. Funeral leave shall be considered as time separate from sick leave, vacation leave, and comp time.
- SECTION 5. The Fire Chief or his designee may, in the exercise of discretion, grant funeral leave in addition to that provided above.

**ARTICLE 2930**

**MILITARY LEAVE**

SECTION 1. When called to military duty by the appropriate governmental authority, the following shall apply:

- A. Dependent Health Insurance premium payment procedure as directed by Article 15, INSURANCE, of the agreement, shall remain in place during the employee's activation period.
- B. Employees on approved military leave shall continue to accumulate vacation and sick leave, seniority for retirement, shift bidding, and pay increases.
- C. Employees shall be provided compensation for military leave for their regularly scheduled shift, not to exceed ~~one hundred twenty (120) hours (not subject to conversion) of military leave per calendar year with pay to be used for active duty, active duty training, and inactive duty training; those hours as set forth in Neb. Rev. Stat. §55.160(1) as amended from time to time.~~
- D. The employee agrees to provide the City with the appropriate military orders of activation to receive these benefits.

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ARTICLE ~~3031~~

EDUCATIONAL INCENTIVE

SECTION 1. In addition to the regular wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule, so long as the higher education (hereinafter defined) hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree reasonably related to their positions:

- ~~A. Upon successful completion of 30 accredited higher education credit hours - \$5.00 per month.~~
- ~~AB. Upon receipt of an Associate's Degree or Paramedic's Certificate - \$2510.00 per month.~~
- ~~C. Upon successful completion of 90 accredited higher education credit hours - \$15.00 per month.~~
- ~~BD. Upon receipt of a Bachelor's Degree - \$5020.00 per month.~~

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**HIGHER EDUCATION:** Higher education is defined as education beyond high school that is provided by accredited colleges, graduate schools, professional schools, trade schools, and metropolitan or community colleges.

SECTION 2. The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. Should the employee withdraw from the course prior to completion of the course or fail to obtain a minimum of a "B" or equivalent grade, the City is not responsible for any reimbursement.

SECTION 3. All Employees must have advanced written approval from the Chief and HR ~~Director Manager~~ in order to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2, so long as related to position. An Employee must appeal any denial from the Chief and/or HR ~~Director Manager~~ in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the Employee's request. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Chief and HR ~~Director Manager~~ together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

SECTION 4. For Bellevue Fire Department paramedic classes after May 2022: There may be instances wherein an Employee is chosen to attend the Paramedic course while currently an Employee with the City. In said instance wherein this occurs, the City will pay for said Paramedic course and associated costs in order for the Employee to become a licensed Paramedic. If the City agrees to pay for the Paramedic course and associated costs, the Employee must agree, in writing, to give permission to Fire Administration to speak with the education department

that is conducting the class in order to monitor the progress of the employee. Additionally, the Employee must agree, in writing, to maintain and use their Paramedic license until separation from employment for any reason (Exception: Termination) or for a period of at least five (5) years, whichever occurs first.

The parties understand that should an Employee be promoted to the rank of Battalion Chief or higher prior to the expiration of five (5) years, the requirement to maintain the Paramedic license shall terminate effective upon the date of said promotion and there shall be no duty or responsibility to repay the funds as further outlined in this Section.

If the Employee does not meet the requirement to maintain said license for the minimum period of five (5) years, the employee shall repay the cost of the paramedic program outlined below.

The City agrees the Employee shall receive a "credit" against the amounts paid by the City of \$150.00 per calendar month he/she is employed with the City after the date of receiving the Paramedic license until one of the events outlined above occur which ceases their ability to utilize their Paramedic license with the City and triggers the repayment of the funds to the City.

For example: Should the City pay \$10,000.00 for Employee A to receive their Paramedic license and Employee A receives their Paramedic License July 15, 2021 and terminates employment with the City August 12, 2023, Employee A would be responsible for repaying the City as follows:

Month's Employed After PL Credit

<u>July</u>	<u>2021</u>	<u>\$150</u>
<u>August</u>	<u>2021</u>	<u>\$150</u>
<u>September</u>	<u>2021</u>	<u>\$150</u>
<u>October</u>	<u>2021</u>	<u>\$150</u>
<u>November</u>	<u>2021</u>	<u>\$150</u>
<u>December</u>	<u>2021</u>	<u>\$150</u>

12 months in 2022    \$1,800

<u>January</u>	<u>2023</u>	<u>\$150</u>
<u>February</u>	<u>2023</u>	<u>\$150</u>
<u>March</u>	<u>2023</u>	<u>\$150</u>
<u>April</u>	<u>2023</u>	<u>\$150</u>
<u>May</u>	<u>2023</u>	<u>\$150</u>
<u>June</u>	<u>2023</u>	<u>\$150</u>
<u>July</u>	<u>2023</u>	<u>\$150</u>
<u>August</u>	<u>2023</u>	<u>\$150</u>

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Total Months = 26    Total "Credit" = \$3,900 Employee A would owe the City  
\$6,100.00 (\$10,000 - \$3,900)

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If the employee remains employed with the City and is responsible for repayment of these funds, the funds will be withheld from the employee's regularly scheduled payroll checks, with costs spread out evenly over 104 payroll checks. Should the employee no longer be employed with the City, the employee agrees that they shall still be responsible for repayment of the funds pursuant to this agreement and shall repay the funds within two (2) years after separation from employment. The parties agree and understand there may be some instances wherein an Employee chosen to attend the Paramedic course is unable to complete the course and reserves as a management right, which cannot be grieved nor arbitrated, the ability to waive the repayment of the course(s) and costs as approved by the Fire Chief.

**ARTICLE 3132**

**INSURANCE**

SECTION 1. The City shall provide Employees a group insurance coverage for medical/surgical, including major medical benefits ("Group Insurance Plan"). The City shall pay ninety-two and one half percent (92.5%) of the insurance premium for the individual Employee coverage under the Group Insurance Plan.

An employee obtaining employee and spouse, employee and child(ren) or family coverage in accordance with this plan shall pay eighteen percent (18%) of the monthly health insurance premium in effect at the time of coverage.

The insurance benefits provided under the Group Insurance Plan shall be substantially the same benefits which are in effect at the time the parties sign this Agreement. The City shall provide each Employee covered by the Group Insurance Plan with a prescription card.

SECTION 2. The City shall provide group dental coverage for Employees. The City shall pay the entire premium for the individual Employee coverage. The coverage shall be substantially the same as presently in force for each Employee, and Employees may add their family at their own expense at the presently applicable premium rate.

SECTION 3. Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five continuous years, the City will pay the Group insurance Plan premium for any Employee who retires as follows:

**SINGLE COVERAGE:** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and one half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

**FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN):** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%), of the family coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the family coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

In the event that an employee suffers a death in the line of duty as a direct result of the performance of his or her duties on behalf of the City, the spouse of said employee and/or any dependents of employee below the age of 26 years may maintain group health coverage through the City of Bellevue under the provisions of this article upon the payment of the appropriate COBRA premiums for family coverage and said spouse and/or dependents will continue to be eligible under the plan of benefits offered to active employees during the period that the spouse and/or dependents remain COBRA eligible for coverage, plus an additional 2 years. In the event that the spouse obtains coverage or is eligible for coverage through Medicare/Medicaid or through another group health coverage plan as a result of employment, eligibility for benefits under the line of duty death coverage listed herein shall be terminated. Eligibility for benefits under the line of duty death coverage shall also term upon the event of remarriage by the spouse.

SECTION 5. The City shall provide a term life insurance policy for each Employee in the amount of \$52,000. The City also provides an Accidental Death and Dismemberment (AD&D) policy and long-term disability (LTD) insurance.

SECTION 6. The City and the Union agree to form a joint Health Insurance Committee to review and recommend changes that would reduce health insurance costs, as follows:

- For each plan year, the City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.
- If the Health Insurance Committee reaches consensus supported by the City and at least two of the City's bargaining units, the City shall implement its recommendations.
- If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration within 10 City business days, as per the arbitration article. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each year. The arbitration hearing must take place before November 15. The arbitrator's

decision must be made no later than November 15. These deadlines must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.

- The arbitrator shall have no discretion other than to select one of the following two plans: the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.
- Neither party shall have the right to submit post arbitration briefs, unless so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar year, and shall be implemented on January 1.
- Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

**ARTICLE 3233**

**RETIREMENT**

SECTION 1. The City and the Employee agree that each shall contribute the amount required by law to the employee's applicable defined contribution retirement benefit. The employee's contributions shall be automatically deducted.

ARTICLE 3334

UNIFORMS AND EQUIPMENT

SECTION 1. The City shall provide initially upon employment all items of uniforms and equipment as deemed necessary by the Fire Chief for those employees who utilize said uniform and equipment, including a Class "A" uniform (dress uniform) and special eye glasses for SCBA mask as needed. The replacement of uniforms and equipment shall be based upon the quartermaster system. Any employee requesting a new uniform shall provide the quartermaster (Fire Chief or designate) the unserviceable item, uniform or equipment. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock. The City shall provide the following Standard Operating approved uniforms five (5) short-sleeved and two (2) long-sleeved t-shirts, five (5) pairs of pants, one (1) pair of shorts, one (1) coat, one (1) approved station duty boots/shoes, one (1) job shirt, three (3) sweatshirts, one (1) ball cap, and one (1) stocking cap, and two (2) sweatshirts.

Commented [AD21]: T/A 03/07/22

SECTION 2. All uniform and equipment are the property of the City and are to be turned back to the City quartermaster upon termination.

SECTION 3. In addition to the above uniforms, short sleeve uniforms shall be determined to be eligible for wear by the Fire Department employees on days determined by the Fire Chief; however, a Fire Officer may have a crew wear another uniform shirt as long as the shirt is approved by the Fire Chief.

**ARTICLE 3435**

**INJURED ON DUTY**

SECTION 1. Employees are covered by the Worker's Compensation as provided by the laws of the State of Nebraska. The Employee shall be due workers' compensation disability benefits for injuries resulting in disability or death received in the performance of his or her duties as a full-time firefighter for the City of Bellevue, such that compensation benefits begin on the eighth calendar day of disability due to the injury. Compensation for the first seven days of disability is not paid unless the employee's disability lasts six weeks or more. The first day of disability is included in the seven-day waiting period and a partial day of disability is considered a full calendar day for purposes of the waiting period. Total Disability Benefits (whether temporary or permanent) entitles the employee to receive supplemental pay from the City in the amount of two-thirds of his or her average weekly wage, subject to the maximum and minimum per week, for as long as the physician indicates the employee remains unable to work as a result of the injury. Such supplement pay, when added to the amount paid by Worker's Compensation, shall equal the employee's full gross salary less appropriate deductions for taxes, dues, etc.

**ARTICLE 3536**

**SAFETY COMMITTEE**

SECTION 1. The Union and the City agree to establish a safety committee with two Union representatives selected by the Union president who shall meet with the Fire Chief as requested to discuss and make recommendations for improvements of general health and safety of the employees and public in areas of fire and EMS.

**ARTICLE 3637**

**OUTSIDE EMPLOYMENT**

Employees shall be entitled to engage in outside employment, including employment or service as an appointed officer for any public body, not otherwise prohibited by provisions of this agreement. Such employment will not be allowed if it creates a conflict of interest or a conflict with the employee's performance of their duties with the City. Any outside employment must be reported to the City and documented per the Employee Handbook.

ARTICLE 3738

MINIMUM STAFFING AND PROMOTIONAL PROCEDURE

SECTION 1. The goal of Bellevue Fire Department and the Union is to meet nationally recognized fire service safe staffing levels for all in service engine and truck companies. The Parties agree to work collaboratively toward this goal through monitoring of staffing levels and response times to track the Department's performance in relation to the standards set forth in NFPA 1710.

SECTION 2A. The City will promote eligible full-time Bellevue Firefighters to Captains all promotable position below the rank of Assistant Chief through the Civil Service process. Promotions will be guaranteed to meet the following minimum promotional numbers for a total of 740 guaranteed Captain promotions over the life of this agreement:

- 2022 – Minimum of 2 Captains will be promoted
- 2023 – Minimum of 2 Captains will be promoted
- 2024 – Minimum of 3 Captains will be promoted
- ~~2019 – 4 Captains will be promoted~~
- ~~2020 – 2 Captains will be promoted~~
- ~~2021 – 2 Captains will be promoted~~
- ~~2022 – 2 Captains will be promoted~~

2B. The City will promote eligible full-time Bellevue Firefighters to the Fire Apparatus Engineer (Driver) to all Engine and Truck Company Positions through the Civil Service process. In total, the City will promote 12 Fire Apparatus Engineers (Drivers) by end of 2024:

- 2022 - Minimum of 6 Fire Apparatus Engineers (Drivers)
- 2023 - Minimum of 6 Fire Apparatus Engineers (Drivers)

2C. The City will promote three (3) eligible battalion chiefs in 2023.

Commented [AD22]: T/A 04/20/22

2D. The City will promote three (3) Paramedic Shift Supervisors in 2022.

SECTION 3. If any state or federal legislation, court decision or government regulation invalidates any section of this Article, or any article or section of this Agreement in its entirety or any provision of any article which said decision(s) alter the meaning of the negotiated intent, all other sections not invalidated nor altering the intent of the negotiated agreement, will remain in full force and effect. The City and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated or affected the negotiated contractual intent, in accordance with the legislation or ruling, if it remains lawful to do so.

SECTION 4. Excluding the promotions in Section 2A, 2B and 2C, the union and the city agree that the city has the ability to determine when a promotional vacancy occurs both permanently and/or provisionally.



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**ARTICLE 3839**

**TRADE TIME**

SECTION 1 The parties agree that employees within the bargaining unit may utilize trade time agreements among themselves, with the Chief's prior approval. Such agreements shall be voluntary and shall consist of employees agreeing to trade off working assignments, with the Chief's prior approval.

**ARTICLE 3940**

**TEMPORARY MODIFIED DUTY**

SECTION 1. The City and the Union agree to the City's Temporary Modified Duty Policy, set forth as follows:

It is the policy of the City that eligible employees have the opportunity to work in modified duty assignments when available and consistent with operational needs and without posing an undue hardship to the City. Sworn employees of the Fire Department will follow the Modified Duty policy as defined in their respective collective bargaining agreements as well as the standard operating procedures of their departments.

**Eligible employee** means any employee who:

1. suffers from a work-related or non-work-related, medically certified illness, injury, or pregnancy requiring treatment by a licensed healthcare provider; and,
2. because of that condition, is temporarily unable to perform all of the essential functions of his/her regular assignment, but is capable of performing some of those functions or an alternative assignment.

Eligible employees in full-time positions will receive preference for modified duty assignments. A modified duty assignment is a temporary assignment to a position or special project within the eligible employee's department or in another department that: (1) may involve duties outside the scope of the employee's regular duties; (2) will not affect the employee's pay classification or increases, promotional opportunities, or fringe benefits; and, (3) will not involve overtime. A modified duty assignment for pregnancy and non-work-related injuries and illnesses may not exceed an aggregate of six months, or 1040 work hours, during any 24-month period.

An employee seeking a modified duty assignment must submit to their immediate supervisor: (1) a written request to return to work; and, (2) a return-to-work certificate signed by a licensed healthcare provider who acknowledges that he/she has reviewed the employee's job description and describes the nature and probable duration of any work restrictions. The immediate supervisor shall immediately forward these documents to his/her department Director, who shall immediately forward them to the Safety and Insurance Coordinator or Return-to-Work Coordinator. The Safety and Insurance Coordinator or Return-to-Work Coordinator will determine whether the employee is eligible and will notify the employee of that determination.

Eligible employees also will receive notice of their modified duty assignment based on the employee's knowledge, skills, abilities, and restrictions as well as departmental needs; the date their assignment will begin; and, the name of the supervisor to whom they must report.

Eligible employees may decline a modified duty assignment. However, if the assignment is consistent with the recommendations of the employee's healthcare provider, the employee may not return to work and must use paid leave (or unpaid, only if paid leave is not available) until his/her healthcare provider certifies that he/she is able to perform all of the essential functions of his/her regular assignment.

Eligible employees who accept a modified duty assignment must comply with the rules and expectations of the department and/or division to which they are assigned. Supervisors of employees on modified duty assignments shall assign, and employees shall only accept, duties that are consistent with the employees' medical restrictions. While on modified duty, eligible employees must cooperate with any requests by the Safety and Insurance Coordinator or Return-to-Work Coordinator for information related to their duties, restrictions, and/or condition. Eligible employees must also submit to a re-evaluation of their condition by their healthcare provider if requested by Safety and Insurance Coordinator or Return-to-Work Coordinator. Prior to concluding a modified duty assignment, eligible employees must submit a completed return-to-work certificate to the Safety and Insurance Coordinator or Return-to-Work Coordinator.

**ARTICLE 4041**  
**FITNESS COMMITTEE**

SECTION 1. The Union and the City agree to establish a fitness committee with two Union representatives selected by the Union president who shall meet with the fire chief as needed to discuss and make recommendations for improvements of general health and fitness of the employees and public in areas of fire and EMS.

SECTION 2. The City shall match funds raised by the union and/or public safety foundation. The maximum limit to the City is \$20,000 during the term of this contract. Funds raised will be used to purchase fitness equipment for the weight rooms at the department's four (4) fire stations.

Example: if the Bellevue Public Safety Foundation and Union raise \$10,000 dollars to purchase fitness equipment, then the City would match the \$10,000 dollars.

**ARTICLE 4142**

**DURATION OF AGREEMENT**

This agreement between the International Association of Firefighters Local No. 4906 and the City of Bellevue shall be in full force and effect upon the ratification by the Union and the City Council of the City of Bellevue, Nebraska, to expire on or about September 30, 2022 and until replaced by a succeeding agreement thereafter or a final decision has been reached by the Nebraska Commission of Industrial Relations or other court with jurisdiction.

Neither party shall attempt to renegotiate any terms of this agreement unless both parties agree in writing and mutually agree to reopen negotiations prior to the effective expiration date of this agreement.

Both parties agree to submit contract proposals to the other party in order to commence bargaining a minimum of three (3) months prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

International Association of Firefighters  
Local No. 4906

City of Bellevue

\_\_\_\_\_  
Don Gifford, President

\_\_\_\_\_  
Rusty Hike ~~Rita Sanders~~, Mayor

\_\_\_\_\_  
Susan Kluthe ~~Sabrina Ohnmacht~~, City Clerk

**Appendix A**

**Dues Check-off Form**

Name: \_\_\_\_\_  
(print)

I hereby authorize the City of Bellevue to deduct \$\_\_\_\_\_ from my wages bimonthly effective \_\_\_\_\_. This deduction is for the purpose of paying dues to the International Association of Firefighters Local No. 4906. I understand the City of Bellevue will remit the amount withheld to International Association of Firefighters Local No. 4906 in accordance with Article 3 of the agreement with the City of Bellevue and the International Association of Firefighters Local No. 4906.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Appendix B

WAGE SCALE

Upon Ratification of Contract Assumed 1/1/2018) IAFF - City Proposed 12/20/2017 NEW  
 Wage Rates Effective Upon Ratification by City Council (1st Pay Period Following)  
 PP Begin: 1/1/2018 Check Date: 1/26/2018

Position	Step								
	1	2 (one year after step 1 if eligible)	3	4	5	6	7	8	9
<b>Suppression (2,912 hours / year)</b>									
Fire Battalion Chief	\$266.61	\$27.34	\$28.09	\$28.86	\$29.65	\$30.46	\$31.29	\$32.15	\$33.04
Fire Captain	\$22.14	\$22.75	\$23.38	\$24.03	\$24.70	\$25.38	\$26.08	\$26.80	\$28.32
Firefighter	\$15.78	\$16.42	\$17.09	\$17.78	\$18.50	\$19.25	\$20.03	\$20.84	\$22.58
<b>Bureau (2,080 hours / year)</b>									
Fire Battalion Chief	\$37.25	\$38.28	\$39.33	\$40.40	\$41.51	\$42.64	\$43.81	\$45.01	\$47.52
Fire Captain	\$31.00	\$31.85	\$32.73	\$33.64	\$34.58	\$35.53	\$36.51	\$37.52	\$39.65
Firefighter	\$22.09	\$22.89	\$23.93	\$24.89	\$25.90	\$26.95	\$28.04	\$29.18	\$31.58

Change IAFF - City Proposed 12/20/2017 NEW  
 Wage Rates Effective Upon Ratification by City Council (1st Pay Period Following)  
 PP Begin: 1/1/2018 Check Date: 1/26/2018

Position	Step								
	1	2 (one year after step 1 if eligible)	3	4	5	6	7	8	9
<b>Suppression (2,912 hours / year)</b>									
Fire Battalion Chief	0.0%	0.2%	0.5%	0.7%	0.9%	1.2%	1.4%	1.6%	7.3%
Fire Captain	0.6%	0.9%	1.2%	1.4%	1.7%	2.0%	2.2%	2.4%	8.2%
Firefighter	5.2%	6.3%	7.4%	5.5%	3.5%	2.6%	1.7%	0.7%	9.0%
<b>Bureau (2,080 hours / year)</b>									
Fire Battalion Chief	0.0%	0.2%	0.5%	0.7%	0.9%	1.2%	1.4%	1.6%	7.3%
Fire Captain	0.6%	0.9%	1.2%	1.4%	1.7%	2.0%	2.2%	2.4%	8.2%
Firefighter	5.2%	6.3%	7.4%	5.5%	3.5%	2.6%	1.7%	0.7%	9.0%

•1 Year

**IAFF - City Proposed 12/20/2017 NEW**

Wage Rates Effective One Year After Ratification by City Council (1st Pay Period Following)  
PP Begin: 1/6/2019 Check Date: 1/25/2019

Position	Step								
	1	2 (one year after step 1 is eligible)	3	4	5	6	7	8	9
<b>Suppression (2,912 hours / year)</b>									
Fire Battalion Chief	\$27.54	\$27.76	\$28.64	\$29.32	\$30.12	\$30.95	\$31.79	\$32.66	\$34.48
Fire Captain	\$22.48	\$23.11	\$23.75	\$24.41	\$25.10	\$25.79	\$26.50	\$27.23	\$28.77
Firefighter	\$16.03	\$16.68	\$17.36	\$18.06	\$18.80	\$19.56	\$20.35	\$21.17	\$22.92
<b>Bureau (2,080 hours / year)</b>									
Fire Battalion Chief	\$37.86	\$38.89	\$39.96	\$41.05	\$42.17	\$43.33	\$44.51	\$45.72	\$48.27
Fire Captain	\$31.49	\$32.35	\$33.25	\$34.17	\$35.14	\$36.11	\$37.10	\$38.12	\$40.26
Firefighter	\$22.44	\$23.35	\$24.30	\$25.28	\$26.32	\$27.38	\$28.49	\$29.64	\$32.03

•1 Year Change

**IAFF - City Proposed 12/20/2017 NEW**

Wage Rates Effective One Year After Ratification by City Council (1st Pay Period Following)  
PP Begin: 1/6/2019 Check Date: 1/25/2019

Position	Step								
	1	2 (one year after step 1 is eligible)	3	4	5	6	7	8	9
<b>Suppression (2,912 hours / year)</b>									
Fire Battalion Chief	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
Fire Captain	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
Firefighter	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
<b>Bureau (2,080 hours / year)</b>									
Fire Battalion Chief	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
Fire Captain	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
Firefighter	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%

**42 Years**

**IAFF - City Proposed 12/20/2017 NEW**

Wage Rates Effective Two Years After Ratification by City Council (1st Pay Period Following)

PP Began: 1/5/2020    Check Date: 1/24/2020

Position	Step								
	1	2	3	4	5	6	7	8	9
<b>Suppression (2,912 hours / year)</b>									
Fire Battalion Chief	\$27.47	\$28.22	\$29.00	\$29.79	\$30.60	\$31.45	\$32.30	\$33.16	\$35.02
Fire Captain	\$22.85	\$23.48	\$24.13	\$24.80	\$25.50	\$26.20	\$26.92	\$27.67	\$29.23
Firefighter	\$16.29	\$16.95	\$17.64	\$18.35	\$19.10	\$19.87	\$20.68	\$21.51	\$23.29
<b>Bureau (2,080 hours / year)</b>									
Fire Battalion Chief	\$38.46	\$39.51	\$40.60	\$41.71	\$42.84	\$44.02	\$45.22	\$46.45	\$49.04
Fire Captain	\$31.59	\$32.67	\$33.78	\$34.92	\$36.10	\$37.30	\$38.54	\$39.81	\$40.92
Firefighter	\$22.81	\$23.73	\$24.70	\$25.69	\$26.74	\$27.82	\$28.95	\$30.11	\$32.61

**43 Years**

**IAFF - City Proposed 12/20/2017 NEW**

Wage Rates Effective Three Years After Ratification by City Council (1st Pay Period Following)

PP Began: 1/3/2021    Check Date: 1/22/2021

Position	Step								
	1	2	3	4	5	6	7	8	9
<b>Suppression (2,912 hours / year)</b>									
Fire Battalion Chief	\$27.91	\$28.67	\$29.46	\$30.27	\$31.09	\$31.95	\$32.82	\$33.71	\$35.69
Fire Captain	\$23.22	\$23.86	\$24.52	\$25.20	\$25.91	\$26.62	\$27.35	\$28.11	\$29.70
Firefighter	\$16.55	\$17.22	\$17.92	\$18.64	\$19.41	\$20.19	\$21.01	\$21.85	\$23.62
<b>Bureau (2,080 hours / year)</b>									
Fire Battalion Chief	\$39.07	\$40.14	\$41.24	\$42.38	\$43.53	\$44.73	\$45.95	\$47.19	\$49.83
Fire Captain	\$32.51	\$33.40	\$34.33	\$35.28	\$36.27	\$37.27	\$38.29	\$39.35	\$41.58
Firefighter	\$23.17	\$24.11	\$25.09	\$26.10	\$27.17	\$28.27	\$29.41	\$30.59	\$33.42

**44 Years**

**IAFF - City Proposed 12/20/2017 NEW**

Wage Rates Effective Four Years After Ratification by City Council (1st Pay Period Following PP Begin 1/2/2022 Check Date 1/21/2022)

Position	Step								
	1	2	3	4	5	6	7	8	9
<b>Suppression (2,912 hours / year)</b>									
Fire Battalion Chief	\$28.36	\$29.13	\$29.93	\$30.75	\$31.59	\$32.48	\$33.35	\$34.25	\$36.16
Fire Captain	\$23.59	\$24.24	\$24.91	\$25.60	\$26.32	\$27.05	\$27.79	\$28.56	\$30.16
Firefighter	\$16.81	\$17.50	\$18.21	\$18.94	\$19.72	\$20.51	\$21.35	\$22.20	\$24.04
<b>Bureau (2,080 hours / year)</b>									
Fire Battalion Chief	\$26.79	\$27.62	\$28.49	\$29.39	\$30.33	\$31.31	\$32.33	\$33.39	\$35.02
Fire Captain	\$22.01	\$22.84	\$23.71	\$24.61	\$25.55	\$26.53	\$27.57	\$28.67	\$30.81
Firefighter	\$13.53	\$14.40	\$15.31	\$16.27	\$17.27	\$18.31	\$19.40	\$20.54	\$22.74

**Upon Ratification of Contract**

Wage Rates Effective Upon Ratification by City Council (1st Pay Period Following PP Begin: Check Date:

Position	Step								
	1	2	3	4	5	6	7	8	9
<b>Suppression (2,912 hours / year)</b>									
Fire Battalion Chief	\$30.81	\$31.88	\$32.99	\$34.14	\$35.33	\$36.56	\$37.83	\$39.15	\$40.53
Paramedic Shift Supervisor	\$27.96	\$28.63	\$29.31	\$30.01	\$30.72	\$31.45	\$32.20	\$32.97	\$33.75
Fire Captain	\$25.81	\$26.48	\$27.17	\$27.88	\$28.60	\$29.34	\$30.10	\$30.88	\$31.69
FAE/DM	\$22.17	\$22.93	\$23.72	\$24.53	\$25.37	\$26.24	\$27.14	\$28.07	\$29.03
Firefighter	\$18.33	\$19.16	\$20.03	\$20.93	\$21.88	\$22.87	\$23.90	\$24.98	\$26.10
<b>Bureau (2,080 hours / year)</b>									
Fire Battalion Chief	\$43.13	\$44.63	\$46.19	\$47.80	\$49.46	\$51.18	\$52.96	\$54.81	\$56.74
Paramedic Shift Supervisor	\$39.14	\$40.08	\$41.03	\$42.01	\$43.01	\$44.03	\$45.08	\$46.16	\$47.25
Fire Captain	\$36.13	\$37.07	\$38.04	\$39.03	\$40.04	\$41.08	\$42.14	\$43.23	\$44.37
FAE/DM	\$31.04	\$32.10	\$33.21	\$34.34	\$35.52	\$36.74	\$38.00	\$39.30	\$40.64
Firefighter	\$25.66	\$26.82	\$28.04	\$29.30	\$30.63	\$32.02	\$33.46	\$34.97	\$36.54

Year 2 3% Cost of living adjustment  
 Year 3 3% Cost of living adjustment

if the Papillion Fire Department has negotiated a wage increase for the 2023-2024 fiscal year that is greater than three percent (3%), the City and IAFF agree that this Agreement can be re-opened for good faith negotiation with respect to wages only, prior to the beginning of the 2024-2025 fiscal year. If the Agreement is reopened for negotiation under this provision, the negotiation process and agreement that results shall follow state and federal laws. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the agreement.