

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

Tuesday, August 2, 2022 5:30 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Approval of the July 19, 2022 Board of Equalization (BOE) Minutes.
 2. (*) Approval of July 19, 2022 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend reappointment of Leland Jacobson to the Design Review Board to serve a (3) three-year term, ending August, 2025. (Mayor Hike)
 - b. (*) Approve changing the beginning time of the August 16, 2022 meeting from 6:00 p.m. to 5:30 p.m. (City Administrator/Legal)
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. 4104: Request to amend Ordinance No. 3619, City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles, Article 2, Definitions, and miscellaneous section numbers. Applicant: City of Bellevue. (Planning Manager)
 - b. Ordinance No. 4105: Request to amend the City of Bellevue Subdivision Regulations, regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue. (Planning Manager)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. +++ Ordinance No. 4106: An ordinance to adopt the Annual Appropriations Bill (Finance Director) **(Attachment 3 "Budget Highlights" was replaced with new "Budget Highlights")**
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Public Hearing to receive input from the community regarding proposed amendments to the Bellevue Economic Development Plan. (City Administrator/Community Development Director)
15. RESOLUTIONS:
 - a. Resolution No. 2022-22: Authorize the Mayor to sign the Resolution and Construction Engineering Services Agreement with Alfred Benesch & Company for the Bellevue Major Street Resurfacing project identified as MAPA-5081(2), in an amount not to exceed \$256,434.85. (Public Works Director)
16. CURRENT BUSINESS:

- a. * Request to amend the Conditional Use Permit for Lot 12, Daniell Crossing, to update Athena Arms as the new owner. (Planning Manager)
- b. Recommend approval of the contract for Lt. Joe Milos to be the State Drug Recognition Training Coordinator for the Nebraska Department of Transportation Highway Safety Office. (Chief Clary)
- c. Approve and authorize Mayor to sign Contract for the low bid from Common Wealth Electric Company for the Galvin and Birchcrest Road Intersection and Pedestrian Improvement, not to exceed \$493,662.88 plus potential City initiated change orders of up to 10% \$49,366.28 for a total of \$543,029.16. (Public Works Director)
- d. Approve and authorize the Mayor to sign the construction administration and observation agreement with HGM Associates Inc., for the Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs, in an amount not to exceed \$163,192.58. (Public Works Director)
- e. Approve and authorize the Mayor to sign the professional engineering services agreement with Olsson for the 36th Street and Blaine Avenue Traffic Signal Modifications, in an amount not to exceed \$14,500.00. (Public Works Director)
- f. Approve and authorize the Mayor to sign the Fiber Installation Professional Services Agreement with Alfred Benesch and Co., in an amount not to exceed \$661,092 (with these costs to be recovered through the permitting process with American Broadband Nebraska Communications, Inc. (Public Works Director)
- g. Recommend approval of the final payment to HDR Engineering for additional work on the Master Plan for American Heroes Park, in an amount not to exceed \$744.32. (Public Works Director)
- h. +++ Recommend approval of airpack purchase from Feld Fire, in an amount not to exceed \$749,900.07. (Fire Chief)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Report is given at the first Council Meeting of each month - July report is attached to this Council Packet).**

18. CLOSED SESSION:

19. ADJOURNMENT

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:30 p.m. on the 19th day of July, 2022. Present were Council Members, Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Thomas Burns; Absent: Kathy Welch.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide, and posting in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

Open Meetings Act

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

Approval of the Agenda

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

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

Public hearing to consider the levy of liens for non-payment of costs associated with snow & ice removal, mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up of properties within the City of Bellevue and its extra territorial jurisdiction (ETJ), identified in the attachment and in Resolution BOE No. 2022-0719-01.

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

With no one coming forward to speak, Mayor Hike declared the public hearing closed.

Resolution BOE No. 2022-0719-01: Levying of liens for non-payment of costs associated with snow & ice removal, mowing, trimming, removal of debris, branched & rubbish, demolition and/or general clean-up of identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Cook, seconded by Preister, to approve BOE Resolution No. 2022-0719-01: Levying of liens for non-payment of costs associated with snow & ice removal, mowing, trimming, removal of debris, branched & rubbish, demolition and/or general clean-up of identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Cook, seconded by Burns to amend BOE Resolution No. 2022-0719-01 by removing the following: Christopher and Nickola Olson, 4879 Virginia Street and Sharon Taylor, 2512 Rose Lane Road, all of which have been paid.

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

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

Adjournment

There being no further business to come before the Board, on motion made by Burns, seconded by Casey at 5:35 p.m., the meeting adjourned.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on July 19, 2022; that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

*5b2.
8/2/2022

Bellevue City Council Meeting, July 19, 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 19th of July 2022, at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Thomas Burns; Absent: 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. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas 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 McCaw, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Cook, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the July 5, 2022 City Council Minutes; Acknowledge receipt of the June 23, 2022 Planning Commission Minutes; Approve changing the beginning time of the August 2, 2022 meeting from 6:00 p.m. to 5:30 p.m., so City Council Members may attend the National Night Out Event; Recommend approval of Council President Paul Cook's request to transfer committee assignments formerly held by late Councilman Bob Stinson to Councilman Rich Casey. The committees include the Audit Committee and Hard Surface Parking Committee; Recommend appointment of David Fenster to the Bellevue Bridge Commission to serve a (6) six-year term, ending August 2028; Approve and authorize the Mayor to sign the Nebraska Transportation Assistance Program Agreement with Nebraska Department of Transportation (NDOT) to receive reimbursement of funds for operational expenses of the Specialized Transportation Service for senior and disabled residents of Bellevue, up to a maximum amount of \$141,436.00 in fiscal year 2022/2023; and Approve and authorize the Mayor to sign the First Amendment to Purchase Agreement and Escrow Instructions with Redwood USA LLC for property located at southwest of the intersection of South 36th Street and Granada Parkway.. Roll call to approve the consent agenda was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission the Special Designated Liquor License (SDL) application for Kinseth Hospitality Inc. dba "Courtyard by Marriott" to sell beer, wine, and distilled spirits at a Truck Convention to be held at 3730 Raynor Parkway, Bellevue on September 16, 2022 from 12:00 p.m. to 12:00 a.m. SDL is for an outdoor area that will run from approximately 4:30 p.m. to 5:30 p.m. (City Clerk)

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

Mr. Christian Hiltbrunner, 3307 Comstock Avenue, was present on behalf of Kinseth Hospitality Inc. to answer any questions.

Motion was made by Cook, seconded by Preister, to recommend approval to the Nebraska Liquor Control Commission the Special Designated Liquor License (SDL) application for Kinseth Hospitality Inc. dba "Courtyard by Marriott" to sell beer, wine, and distilled spirits at a Truck Convention to be held at 3730 Raynor Parkway, Bellevue on September 16, 2022 from 12:00 p.m. to 12:00 a.m. SDL is for an outdoor area that will run from approximately 4:30 p.m. to 5:30 p.m.

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

MINUTE RECORD

Bellevue City Council Meeting, July 19, 2022, Page 2

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4103: An ordinance to vacate Harvell Circle Right-of-Way north of Herman Drive, Lot 1 Harvell Center, Lot 1 Harvell Center Replat 1, Lot 2 Harvell Center Replat 1, and Lot 3 Harvell Center, Sarpy County, Nebraska. (Public Works)

Ordinance No. 4103: An Ordinance declaring the necessity, expediency, and propriety of vacating Harvell Circle Right-of-Way north of Herman Drive, Lot 1, Harvell Center, Lot 1, Harvell Center Replat 1, Lot 2, Harvell Center Replat 1, Lot 3, Harvell Center, Sarpy County, Nebraska, not 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 Burns, to approve Ordinance No. 4103.

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

ORDINANCES FOR PUBLIC HEARING (Second Reading): NONE

ORDINANCES FOR INTRODUCTION: (First Reading) NONE

Ordinance No. 4104: Request to amend Ordinance No. 3619, City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles, Article 2, Definitions, and miscellaneous section numbers. Applicant: City of Bellevue. (Planning Manager)

Ordinance No. 4104: An Ordinance of the City of Bellevue, Nebraska to adopt the Zoning Regulations and official zoning map for the City of Bellevue, Nebraska; to provide for the repeal of ordinances inconsistent herewith; and to provide when this ordinance shall be in full force and effect was read for the first time.

Mayor Hike stated the second reading and public hearing of this ordinance will be heard at the Council meeting on August 2, 2022.

Ordinance No. 4105: Request the City of Bellevue Subdivision Regulations, regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue. (Planning Manager)

Ordinance No. 4105: An Ordinance to amend Ordinance No. 3704, Subdivision Ordinance, by changing staff titles and adopting definitions for such; to repeal such ordinance as heretofore existing; and to provide an effective date of the ordinance was read for the first time.

Mayor Hike stated the second reading and public hearing of this ordinance will be heard at the Council meeting on August 2, 2022.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Public hearing to obtain citizen input on the CDBG 2022-2023 Action Plan with proposed funding recommendations. (Finance Director/CDBG Program Specialist)

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

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

Approve and authorize Mayor to sign the 2021 Action Plan including Resolution 2022-21: Authorizing Mayor to submit the 2022 Action Plan for the October 2022 - September 2023 Program Year; SF-424/424D; and Entitlement Certifications. (CDBG)

Motion was made by Cook, seconded by Burns, to approve and authorize Mayor to sign the 2021 Action Plan including Resolution 2022-21: Authorizing Mayor to submit the 2022 Action Plan for the October 2022 - September 2023 Program Year; SF-424/424D; and Entitlement Certifications.

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

Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Thursday, August 18, 2022 at Bellevue Library from 6:30 p.m. to 7:30 p.m., Friday, August 19, 2022 at Senior Center from 11:00 a.m. to 3:00 p.m., and Saturday, August 20, 2022 at Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m. and to waive \$50.00 Event License Fee. (City Clerk)

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

MINUTE RECORD

Bellevue City Council Meeting, July 19, 2022, Page 3

Mr. Dale Richter, 4910 Coffey Street, was present to answer any questions.

Mr. Ristow confirmed the event at the library is at the current library location. Mr. Richter replied yes.

Councilman Cook inquired what time the parade starts. Mr. Richter replied 10:00 a.m.

Mayor Hike inquired when the last day to sign up for the parade is. Mr. Richter commented sign up should be done as soon as possible.

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

Motion was made by Burns, seconded by Casey, to approve the application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Thursday, August 18, 2022 at Bellevue Library from 6:30 p.m. to 7:30 p.m., Friday, August 19, 2022 at Senior Center from 11:00 a.m. to 3:00 p.m., and Saturday, August 20, 2022 at Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m. and to waive \$50.00 Event License Fee.

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

RESOLUTIONS: NONE

CURRENT BUSINESS:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Maxim Realty Group, College Park Addition Redevelopment Project located on Lot 1, College Apartments Addition. (City Clerk)

Motion was made by Casey, seconded by McCaw, to approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Maxim Realty Group, College Park Addition Redevelopment Project located on Lot 1, College Apartments Addition.

Councilman Cook commented he is glad to see this development taking place and thanked the developer.

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

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) between the City of Bellevue and Huntel Cablevision, Inc. dba American Broadband Nebraska Communications, Inc. (ABB). (Public Works Director)

Motion was made by McCaw, seconded by Burns, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) between the City of Bellevue and Huntel Cablevision, Inc. dba American Broadband Nebraska Communications, Inc. (ABB).

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

Approve and authorize the Mayor to sign the First Amendment to Independent Contractor Agreement with Abby Highland, for additional work on grant programs. (Legal/Administration/Finance)

Motion was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign the First Amendment to Independent Contractor Agreement with Abby Highland, for additional work on grant programs.

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

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly reports are given at the first Council meeting of each month - July report will be attached to August 2nd.)

Councilman Burns requested information on the meeting between Mr. Ristow and Councilwoman Welch on the museum. Mr. Ristow provided an update. Discussion followed.

CLOSED SESSION: NONE

MINUTE RECORD

Bellevue City Council Meeting, July 19, 2022, Page 4

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 6:21 p.m. Roll call vote on motion to approve was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; Absent: Welch. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on July 19, 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.

Susan Kluthe, City Clerk

MINUTE RECORD

*6.
8/2/2022

CLAIMS FOR AUGUST 2, 2022

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MAYOR

AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	45.82
		<u>\$ 45.82</u>

CITY ADMINISTRATION

AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	94.04
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	193.20
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	4,641.90
METROPOLITAN UTILITIES DIST	2022/06/07-07/06 MONTHLY SERVICE	30.93
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	562.71
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	90.72
		<u>\$ 5,613.50</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET-JUNE/JULY 2022	119.98
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	81.04
		<u>\$ 201.02</u>

LEGAL

AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	91.64
BREE ROBBINS	REIMB MILEAGE FOR SEMINAR	68.75
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	2,362.64
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	99.30
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	60.48
		<u>\$ 2,682.81</u>

CABLE ADVISORY

AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	47.02
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	144.90
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	3,857.20
METROPOLITAN UTILITIES DIST	2022/06/07-07/06 MONTHLY SERVICE	23.19
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	496.51
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	60.48
		<u>\$ 4,629.30</u>

CITY CLERK

AMAZON.COM, LLC	OFFICE SUPPLIES	50.33
AMERICAN LEGAL PUBLISHING CORP	SUPPLEMENTAL PAGES	64.35
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	251.16
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	117.29
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	1,934.63
GRETNA GUIDE & NEWS	LEGAL ADS	1,052.74
METROPOLITAN UTILITIES DIST	2022/06/07-07/06 MONTHLY SERVICE	40.20
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	860.61
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	60.48
		<u>\$ 4,431.79</u>

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	44.72
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	94.04
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	212.52
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	11.90
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	4,973.23
METROPOLITAN UTILITIES DIST	2022/06/07-07/06 MONTHLY SERVICE	34.02
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	728.21
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	211.68
THE HOME DEPOT PRO	KITCHEN ITEMS	139.20
		<u>\$ 6,449.52</u>

MINUTE RECORD

CLAIMS FOR AUGUST 2, 2022

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LIBRARY

AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES, PRINTER SUPPLIES, BOOKS, VIDEOS	1,532.99
BELLEVUE PRINTING COMPANY	RECEIPT PADS	95.00
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	36.07
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	30.76
CENGAGE LEARNING, INC	BOOKS	28.79
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	87.48
CNA SURETY	SURETY BOND-SHELEY/BARNARD	80.00
COX BUSINESS SERVICES	2022/06/23-07/22 MONTHLY SERVICE	107.39
DEMCO	TOTE BAGS	138.73
EBSCO INFORMATION SERVICES	ANNUAL PERIODICAL SUBSCRIPTION-2022/09-2023/08	6,294.99
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	6,448.46
INGRAM LIBRARY SERVICES	BOOKS	3,516.89
KAPCO	EASY BIND REPAIR TAPE, BOOK COVERS	540.71
METROPOLITAN UTILITIES DIST	2022/06/07-07/07 MONTHLY SERVICE	119.14
MIDWEST TAPE	DVDS	41.23
OCLC INC	CATALOGING 2022/7/1-2000/9/30	4,347.43
QUADIENT FINANCE USA, INC	POSTAGE REFILL 2022/06/09	600.00
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	241.92
	\$	24,287.98

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	139.86
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	164.22
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	14,294.94
IDEAL PURE WATER COMPANY	BOTTLED WATER	71.50
INTEGRATED REHAB	PHYSICAL TESTING	170.00
METROPOLITAN UTILITIES DIST	2022/06/07-07/06 MONTHLY SERVICE	26.29
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	562.71
ONE SOURCE	BACKGROUND CHECKS	162.50
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	241.92
	\$	15,833.94

CODE ENFORCEMENT

AaLL ABOUT TREES	REMOVE TREE	1,200.00
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	430.50
BELLEVUE PRINTING COMPANY	FORM PADDED INTO SETS	1,324.64
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	4.49
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	95.01
DAVID SWACKHAMMER	REIMB FOR TRAINING REGISTRATION	91.41
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	9,252.41
METROPOLITAN UTILITIES DIST	2022/06/04-07/06 MONTHLY SERVICE	12.34
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	164.99
ROSE TREE SERVICE	REMOVE TREE	150.00
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	211.68
	\$	12,937.47

PUBLIC WORKS

AMAZON.COM, LLC	DESK FILE SORTER	12.51
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	348.24
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	7.54
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	8,374.92
METROPOLITAN UTILITIES DIST	2022/06/04-07/06 MONTHLY SERVICE	20.72
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	277.08
ONE CALL CONCEPTS	DIGGERS HOTLINE-JUN SID 67	1.98
SECRETARY OF STATE	NOTARY FEE-GARDNER, KANKOVSKY	60.00
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	181.44
WALTER E NELSON COMPANY	UNIFORMS	279.20
	\$	9,563.63

MINUTE RECORD

CLAIMS FOR AUGUST 2, 2022

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PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING-2022/7/13	2,132.80
AMAZON.COM, LLC	POST TOP LIGHTS	1,348.11
A-RELIEF SERVICES	PORTABLE RESTROOM-CHURCH	356.00
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	47.02
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	73.79
COX BUSINESS SERVICES	2022/06/23-07/22 MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	CODE CLEANUPS	6,600.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	8,089.18
GEARHART CONSTRUCTION & PLUMBING	AHP WATER EXTENSION RESTROOM	11,200.00
MENARDS	CONCRETE FORMING FOR B-BALL HOOPS	37.96
METROPOLITAN UTILITIES DIST	2022/06/04-07/05 MONTHLY SERVICE	24,798.02
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	302.40
		<u>\$ 55,200.06</u>

RECREATION

ABBY HOLST	REIMB LIFEGUARD CERTIFICATION, SWIMSUIT, POOL OPERATOR LICENSE	205.00
ASHLEY STENGER	REIMB SWIMSUIT, POOL OPERATOR LICENSE	80.00
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	91.64
AVARY RECH	REIMB SWIMSUIT	60.00
BELLA MEDRANO	REIMB SWIMSUIT, LIFEGUARD CERTIFICATION	277.00
BILLIE BONILLA	REF FOR POOL PARTY	100.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	41.26
COLE SCHRECK	REIMB SWIMSUIT	26.90
COX BUSINESS SERVICES	2022/06/23-07/22 MONTHLY SERVICE	88.39
EMILY WILSON	REIMB SWIMSUIT	100.00
EMMALINE CHAVEZ	POOL OPERATOR LICENSE	40.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	2,109.96
ESTELA BORJA	REFUND REED CENTER RENTAL FEE	375.00
GRACE WILSON	REIMB SWIMSUIT	100.00
JARRETT MCQUEEN	REIMB SWIMSUIT	80.00
KELLY COOK	REFUND SWIM LESSONS	35.00
KIERAN HARRELL	REIMB LIFEGUARD CERTIFICATION, SWIMSUIT	140.00
LIBBY WALLS	REIMB SWIMSUIT, POOL OPERATOR LICENSE	80.00
LILLIAN CROUCH	REIMB SWIMSUITS	70.00
LILY BLESKE	REIMB LIFEGUARD CLASS	100.00
MADDIE WHEELER	REIMB LIFEGUARD CERTIFICATION	100.00
METROPOLITAN UTILITIES DIST	2022/06/07-07/06 MONTHLY SERVICE	297.86
MIDWEST IMPRESSIONS	YOUTH T-SHIRTS	520.75
NICOLE BINDER	REIMB LIFEGUARD RECERTIFICATION,	135.00
SAM B LESKE	REIMB LIFEGUARD CLASS, SWIMSUIT	145.00
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	60.48
TREVOR FLOTT	REIMB LIFEGUARD CERTIFICATION, POOL OPERATOR LICENSE	140.00
WESTLAKE ACE HARDWARE	PLAQUE FOR RESTROOMS	40.96
		<u>\$ 5,640.20</u>

BUILDING MAINTENANCE

AMAZON.COM, LLC	FAUCET CARTRIDGES	113.52
APOLLO HEATING & A/C	WIRE REPAIR-DIST 1	360.85
AQUA-CHEM	CHEMICALS FOR POOLS, PUMP AND	2,071.00
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	141.06
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	491.48
COMMERCIAL RECREATION SPECIALISTS	ACTIVATOR KITS-EVERETT SPLASHPAD, DUMPING BELL	1,690.34
DAY ELECTRIC SERVICE, INC	INSTALL PLUG FOR TV	471.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	11,368.40
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES-DIS T1	28.35
GEARHART CONSTRUCTION & PLUMBING INC	REPLACE WATER HEATER,REPLACE MAIN SHUTOFF, INSTALL NEW CURB-FOOD BANK	8,234.96
HELM SERVICES, INC	A/C NOT WORKING, CLEAN CONDENSER COIL	1,823.75
JACKSON SERVICES, INC	DOOR MAT SERVICE-1500 WALL ST	123.39

MINUTE RECORD

CLAIMS FOR AUGUST 2, 2022

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BUILDING MAINTENANCE (cont'd)

MENARDS	POLE BREAKER, TANK SPRAYER, HOSES, LUMBER, SPRINKLER, VOLTAGE TESTER, NOZZLES, ELEC SUPPLIES	726.76
METROPOLITAN UTILITIES DIST	2022/06/07-07/06 MONTHLY SERVICE	399.19
MICHAEL TODD & COMPANY	FIXED BASE/IMPACT RECOVERY-LONGO DR	60.02
MMC MECHANICAL CONTRACTORS, INC	1510 WALL PREVENTIVE MAINTENANCE	6,350.90
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	360.17
SECURITY EQUIPMENT	SECURITY MONITORING 2022/8/1-	2,286.00
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	272.16
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	1,679.16
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	495.80
TREES SHRUBS AND MORE	MULCH	127.38
TRICO MECHANICAL SERVICES	CLEANERS, FILTER, FREON, LABOR	876.49
TRISTAR	WORK COMP FUNDING JUNE 2022	1,496.60
TRISTAR	WORK COMP FUNDING MAY 2022	1,524.76
WESTLAKE ACE HARDWARE	JACK, CHAIN, TRIMMER LINE	134.74
		<hr/>
		\$ 43,708.23

CEMETERY

AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	45.82
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	36.07
COX BUSINESS SERVICES	2022/06/23-07/22 MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	3,435.22
METROPOLITAN UTILITIES DIST	2022/06/07-07/07 MONTHLY SERVICE	92.53
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	90.72
		<hr/>
		\$ 3,783.75

STREETS

AMAZON.COM, LLC	BATTERIES, PRINTER, MAGNETIC SWEEPER, PRINTER SUPPLIES	437.77
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	231.85
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	127.90
BURRELL ENTERPRISES, LLC	BPW-220104 CONCRETE PROJECTS THRU 2022/07/17	57,047.90
CAPITAL BUSINESS SYSTEMS, INC	COPER EXPENSE	12.90
COX BUSINESS SERVICES	2022/06/23-07/22 MONTHLY SERVICE	274.17
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	32,245.70
FELSBURG HOLT & ULLEVIG, INC	BPW 220107 PEDESTRIAN BRIDGE JUNE 2022	8,253.75
JEO CONSULTING GROUP, INC	BPW-220106 GILMORE RD IMPR THRU 2022/7/	4,233.75
LOGAN CONTRACTORS SUPPLY	EC BENT, WATER WAX, PAIL	1,240.29
MENARDS	COOLER, PUMP, CONCRETE PLACER, VISE GRIP, NAILS	227.77
METROPOLITAN UTILITIES DIST	2022/06/07-07/05 MONTHLY SERVICE	538.46
MOBOTREX	BACK PLATE, BOLT	1,760.00
OMAHA PUBLIC POWER DISTRICT	2022/06/01-07/12 MONTHLY SERVICE	1,342.60
OMNI	ASPHALT	1,701.96
READY MIXED CONCRETE COMPANY	CONCRETE	30,087.01
STAN HOUSTON EQUIPMENT COMPANY,	CHANNEL STAKES, BAT STAKES	855.50
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	816.48
TRISTAR	WORK COMP FUNDING JUNE 2022	472.00
TRISTAR	WORK COMP FUNDING MAY 2022	326.88
WESTLAKE ACE HARDWARE	REWIRE AVERY CAMERA	43.13
		<hr/>
		\$ 142,277.77

FLEET MAINTENANCE

911 CUSTOM, LLC	ION T-SERIES LINEAR SPLIT, SIREN, LED	1,427.06
AA WHEEL & TRUCK SUPPLY, INC	BRAKE CYLINDERS, TOP WIND JACK	117.75
ALLIED OIL & SUPPLY COMPANY	BULK OIL	3,475.23

MINUTE RECORD

CLAIMS FOR AUGUST 2, 2022

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FLEET MAINTENANCE (cont'd)

AMAZON.COM, LLC	TIGER TOOL, EMISSION TESTER, BACK SEATS, DRILL PUMP, COUPLINGS, BLOWER ASSY, 2022/05/22-06/21 MONTHLY SERVICE	2,039.66 47.02
AT&T MOBILITY	CONTROL VALVE, GASKET, FITTINGS, TOOLS	192.64
AUTO VALUE PARTS - SOUTH OMAHA	BRAKLEEN, HYDRAULIC HOSE, PARTS, TIRES, WHEEL BALANCE	3,586.97 1,734.14
AUTOMOTIVE WAREHOUSE DIST, INC	RADIATOR HOSES, VALVE	118.38
BAUER BUILT TIRE & SERVICE	INSULATOR, EVAPORATOR, SPEAKER, DEFLECTORS, USES, CONVERTOR	3,005.41
BAXTER CHRYSLER DODGE JEEP RAM	2022/06/01-06/30 MONTHLY SERVICE	47.33
BAXTER FORD	FUEL GAUGE, FRONT GUARD, VALVE, 2022/06/23-07/22 MONTHLY SERVICE	994.89 107.39
BLACK HILLS ENERGY	UNISEAL	96.32
CORNHUSKER INTERNATIONAL TRUCKS	POLY ELBOW	11.40
COX BUSINESS SERVICES	HEALTH INSURANCE-JULY 2022	20,133.91
DANIELSON / TECH SUPPLY	FILTER, FITTING, VALVE	267.93
DULTMEIER SALES LLC	MOTOR AND FAN ASSEMBLY, FAN CONTROLLER, STARTER	142.40
EMPLOYEE BENEFITS SYSTEMS	REPLACE BACKHOE WINDOW	119.95
EQUIPMENT TECHNOLOGY, LLC	TIRES	312.04
FACTORY MOTOR PARTS CO	CURB SHOES FOR SNOW PLOW	173.97
GALVIN GLASS	HOSE ASSY, FITTINGS	688.11
GRAHAM TIRE COMPANY	BOTTLED WATER	87.25
HENDERSON PRODUCTS, INC	OFFICE SUPPLIES	201.22
HOSE & HANDLING, INC	QUICK RELEASE VALVE, OIL SEAL	168.60
IDEAL PURE WATER COMPANY	BATTERIES	1,398.96
INDOFF	FAN KIT, FILTER	135.85
INLAND TRUCK PARTS CO	IP CARTRIDGE	147.60
INTERSTATE BATTERIES	BLOWER ASSY	221.77
J & J SMALL ENGINE SERVICE	REIMB FOR LEARNER'S PERMIT	16.26
JIM HAWK TRUCK TRAILERS	BRASS BALL VALVE, FLOW CONTROL, FITTINGS HOSE	494.24 124.30
JONES AUTOMOTIVE	DRIVE COUPLING ASSEMBLY, CARB KIT	52.89
JUSTIN DROWNE	GROUND CLAMP, WELDING SUPPLIES	303.42
KRIHA FLUID POWER CO	TOOLS, CLEANING SUPPLIES	125.39
LAURSEN ASPHALT REPAIR EQUIPMENT	2022/06/07-07/06 MONTHLY SERVICE	124.39
LOGAN CONTRACTORS SUPPLY	ADAPTER, FITTINGS, RADIATORS, FILTERS, FAN, FLASHERS, JACK, SUPPLIES	1,713.41
MATHESON TRI-GAS INC	SUPPLIES, DRILL BITS, SHROUD BODY, RETAINERS, TERMINALS	841.54
MENARDS	BRAKE FLUID, COOLANT CAP, FILTER	51.07
METROPOLITAN UTILITIES DIST	WINDOW PANES	245.96
NAPA AUTO PARTS	RADIATOR	219.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	RUBBER WINDOW SEALER	95.40
O'REILLY AUTOMOTIVE PARTS	TOW CHARGE	80.00
POWERPLAN	HOSE STOP	11.19
RADIATOR DEPOT	DENTAL INSURANCE-JULY 2022	453.60
RDO TRUCK CENTERS	AUTO CHARGE	1,088.99
ROGER'S TOWING	BLADE BOLTS, BUSHINGS, SWITCH, RECEPTACLE, SPACERS	795.53
SERVICE EXPRESS CO	SHIPPING TO SEND BACK BLOWER	27.33
SERVICE EXPRESS CO	UNIFORM SERVICE, FENDER COVERS	344.07
STANDARD INSURANCE	SUPPLIES	2.19
TOYNE, INC		
TURFWERKS		
UPS STORE		
WALKERS UNIFORM RENTAL		
WESTLAKE ACE HARDWARE		
		\$ 48,411.32

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-JUN 2022	326,815.26
		\$ 326,815.26

MINUTE RECORD

CLAIMS FOR AUGUST 2, 2022

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PLANNING

AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	45.82
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	6.82
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	2,681.91
GRETNA GUIDE & NEWS	LEGAL ADS	39.13
METROPOLITAN UTILITIES DIST	2022/06/04-07/06 MONTHLY SERVICE	18.74
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	250.62
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	90.72
		\$ 3,133.76

PERMITS & INSPECTIONS

AMAZON.COM, LLC	BALLPOINTS PENS, SHOE COVERS	75.10
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	274.92
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	9.11
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	185.81
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	11,880.40
METROPOLITAN UTILITIES DIST	2022/06/04-07/06 MONTHLY SERVICE	25.04
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	334.86
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	241.92
		\$ 13,027.16

POLICE

AMAZON.COM, LLC	OFFICE SUPPLIED, COMBAT SHIRTS, STAMPS, PATCHES	1,722.76
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	4,103.28
ATHLETICO EXCEL NEBRASKA, LLC	POST OFFER SCREENING	225.00
AUTO BODY AUTHORITY	TOW CHARGE, WINCH USE	235.00
BENEFIT PLANS	POLICE PENSION PLAN-JULY 2022-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	161.42
CAPITAL BUSINESS SYSTEMS, INC	STAPLES FOR COPIER	78.26
CITY OF PAPIILLION	GRAYKEY LICENSING	5,199.00
CITY TREASURER	RANGE USE	60.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW OFFICERS	1,467.83
COX BUSINESS SERVICES	2022/06/23-07/22 MONTHLY SERVICE	184.99
CULLIGAN OF OMAHA	BOTTLED WATER	407.30
DON'S PIONEER UNIFORMS	CLIP-ON TIES-MARS	179.82
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	50.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	133,116.07
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	63.77
GREAT PLAINS UNIFORMS	UNIFORMS	3,672.77
IDEAL IMAGES, INC	UNIFORM-HRABIK	135.00
INFOSAFE SHREDDING	DOCUMENT SHREDDING SERVICE	150.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	231.92
JESSICA MANNING	REIMB SRO TRAINING EXPENSES	1,107.11
JIM SEVERN	REIMB SRO TRAINING EXPENSES	1,062.55
JO DONS	OFFICER OF THE QUARTER PLAQUE-MARKVE	60.00
JOHN KOLBE	REIMB SRO TRAINING EXPENSES	944.55
JOHN E STUCK	REIMB PER DIEM FOR TRAINING	324.50
JONATHAN HOBBS	REIMB SRO TRAINING EXPENSES	1,152.55
KISHAN MANNING	REIMB PER DIEM FOR TRAINING	76.50
LAWLOR'S CUSTOM SPORTWEAR	UNIFORM ITEMS	649.50
LP POLICE	LOCATE POLICE PLAN-JUN 2022	129.95
MARCUS LARR	REIMB PER DIEM FOR DRE SCHOOL	510.00
MENARDS	17 GAL TOTE	11.69
METROPOLITAN UTILITIES DIST	2022/06/04-07/06 MONTHLY SERVICE	443.65
MOTOROLA SOLUTIONS, INC	SLIDE LATCH	73.50
OFFUTT COLLISION REPAIR CENTER	REPAIR HAIL DAMAGE - UNIT 101	5,997.70
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	5,934.19
PABLO SOLORIO	REIMB SRO TRAINING EXPENSES	2,647.91

MINUTE RECORD

CLAIMS FOR AUGUST 2, 2022

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POLICE (cont'd)

PROGRESSIVE BUSINESS TECHNOLOGIES	PRINTER SUPPLIES	150.58
ROGER'S TOWING	TOW CHARGE	80.00
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	3,669.92
T-MOBILE USA, INC	SEARCH WARRANT FEE	25.00
TRISTAR	WORK COMP FUNDING JUNE 2022	10,002.51
TRISTAR	WORK COMP FUNDING MAY 2022	8,201.50
		<hr/>
		\$ 203,517.11

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	315.78
AMAZON.COM, LLC	KITCHENWARE, HELMETS, BOOTS, FLAGS	616.43
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	2,078.76
BLACK HILLS ENERGY	2022/06/01-06/30 MONTHLY SERVICE	165.72
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,143.55
COX BUSINESS SERVICES	2022/06/23-07/22 MONTHLY SERVICE	971.95
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	88,869.18
INSTAZORB INTERNATIONAL, INC	ABSORBENT	1,225.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	107.97
MENARDS	LUMBER, NAILS	165.39
METROPOLITAN UTILITIES DIST	2022/06/07-07/05 MONTHLY SERVICE	2,594.63
NEOTERIC HOVERCRAFT, INC	FORWARD CABLE	266.02
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	2,589.76
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	1,042.70
TELEFLEX FUNDING, LLC	TRAINING KIT	612.50
TRISTAR	WORK COMP FUNDING JUNE 2022	409.22
TRISTAR	WORK COMP FUNDING MAY 2022	432.11
		<hr/>
		\$ 103,606.67

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2022/06/04-07/03 MONTHLY SERVICE	741.85
COX BUSINESS SERVICES	2022/06/23-07/22 MONTHLY SERVICE	1,523.87
JUSTIN THOMS	SPRING PLANTING	33,593.82
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-JULY 2022	1,815.00
NE-DEPARTMENT OF REVENUE	2022/06 SALES TAX	2,911.00
PM AM CORPORATION	ALARM FEES-JUNE 2022	3,615.00
QUADIENT, INC	POSTAGE METER RENTAL 8000654 - 2022/08/05-2022/11/04	270.00
		<hr/>
		\$ 44,470.54

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	LOCKING ANTI-THEFT METAL CASE, SMART STARTER KIT, MOUNT BALL	1,128.04
AMAZON WEB SERVICES, INC	WEB SERVICE FOR POLICE	419.89
ONE CALL CONCEPTS	LOCATE FEES	7.36
		<hr/>
		\$ 1,555.29

2206 LONGO DR - NEW LIBRARY

HOLLAND BASHAM ARCHITECTS, INC	PROFESSIONAL SERVICES THRU 2022/6/24	3,127.50
		<hr/>
		\$ 3,127.50

WASTEWATER

AEROTEK, INC	HIRING FEES	6,424.80
AT&T MOBILITY	2022/05/22-06/21 MONTHLY SERVICE	623.74
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	90.71
CENTURY LINK	2022/07/04-08/03 MONTHLY SERVICE	64.94
CITY OF OMAHA	SEWER FEES-APR 2022	519,842.54
COX BUSINESS SERVICES	2022/06/23-07/22 MONTHLY SERVICE	303.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2022	17,567.40
ES LIFT STATION MAINTENANCE	LIFT STATION AUDIT, GENERATOR TEST	750.00
JUDDS BROS CONSTRUCTION CO	BPW-201109 NEW SO LIFT STATION THRU	31,729.50

MINUTE RECORD

CLAIMS FOR AUGUST 2, 2022

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WASTEWATER (cont'd)

MENARDS	J-HOOK, ROPE, GLOVE, MEETING SUPPLIES	208.54
METROPOLITAN UTILITIES DIST	2022/06/08-07/06 MONTHLY SERVICE	259.38
RJN GROUP INC	GIS GAP ANALYSIS THRU 2022/7/1	1,063.69
SARPY COUNTY CLERK	FILING FEE FOR EMINENT DOMAIN-PARADISE	83.00
STANDARD INSURANCE	DENTAL INSURANCE-JULY 2022	474.16
TRAVIS SMALL	REIMB FOR COMMERCIAL LICENSE	61.00
TRISTAR	WORK COMP FUNDING MAY 2022	396.00
		<u>\$ 579,942.79</u>

ECONOMIC DEVELOPMENT- LB840

JUSTIN THOMS	LAND MAINTENANCE	1,000.00
		<u>\$ 1,000.00</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEES	3,386.25
BELLEVUE JR SPORTS ASSOCIATION	BJSA PARTICIPATING PROGRAM	2,260.00
		<u>\$ 5,646.25</u>

G.O. BONDS

BOK FINANCIAL	PAYING AGENT FEE-JUNE 2022	1,400.00
		<u>\$ 1,400.00</u>

TOTAL CLAIMS FOR AUGUST 2, 2022 \$ 1,672,940.44

TOTAL PAYROLL FOR JULY 22, 2022 \$ 1,445,500.73

*8a.
8/2/2022



We Influence The World!

City of Bellevue
Office of the Mayor
1500 Wall Street • Bellevue, Nebraska • 68005 • 402-293-3022

MEMO

To: Council President Paul Cook & Council Members
From: Mayor Rusty Hike
Subject: Reappointment to Design Review Board
Date: July 28th, 2022

Please consider the following for reappointment to the Design Review Board Leland will serve a three-year term until August 2025.

Leland Jacobson
4609 Lakeforest Drive
Bellevue, NE 68123
402-636-2548

A handwritten signature in black ink, appearing to be "RH", is written over the contact information for Leland Jacobson.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
08/02/2022

COUNCIL MEETING DATE: 08/16/2022	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 checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Request to amend Ordinance No. 3619, City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles, Article 2, Definitions, and miscellaneous section numbers. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Due to several title changes in the Planning Department the City of Bellevue is proposing to amend the City of Bellevue Zoning Ordinance and Subdivision Regulations to reflect those changes. The title of Planning Director no longer exist, as such, the Planning Manager now holds all responsibility for signing and approval of documents for the Planning Department. This change will be reflected in the City of Bellevue Zoning Ordinance and City of Bellevue Subdivision Regulations. Staff is also proposing an amendment to the definition of fence in Article 2: Definitions to be consistent with the definition of fence in Article 9: Landscaping, Screening, and Fence Requirements, Section 9.09 Fences. The final request would amend miscellaneous sections of the remaining Articles in the Ordinance which have been amended over time, and to correct minor typographical errors.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of these amendments.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Memo	3. Zoning Ordinance - redline
4. Ord. No. 4104	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 Rollins
Mark Chhat
John K...

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: August 16, 2022

REQUEST: to amend Ordinance No. 3619, City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles, Article 2 Definitions, and miscellaneous section numbers.

On June 23, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, zero absent and zero abstained:

APPROVAL of amendments as presented including modifications discussed.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Ritz						
	Aerni						
	Cutsforth						
	Ackley						
	Compton						
	Perrin						
	Jacobson						

Planning Commission Hearing (s) was held on: June 23, 2022



We Influence The World!

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

MEMORANDUM

TO: Planning Commission
FROM: Angela Curry, Assistant Planning Manager
DATE: July 11, 2022
RE: Amend Ordinance No. 3619, City of Bellevue Zoning Ordinance, staff titles, Article 2 Definitions, miscellaneous section numbers, and City of Bellevue Subdivision Regulations

The City of Bellevue is proposing to amend Ordinance No. 3619, City of Bellevue Zoning Ordinance to include, updating staff titles, definitions in Article 2, and miscellaneous sections of the remaining Articles; and, requesting to amend the Subdivision Regulations for the purpose of updating staff titles.

Several title changes have occurred in the Planning Department and therefore warranted updating both the Zoning Ordinance and Subdivision Regulations to reflect those changes. The Zoning Ordinance and Subdivision Regulations afforded the Planning Director with the authority to sign and approve all documents, forms, and other correspondence however, the title of Planning Director no longer exists. The Planning Manager now holds all responsibility for signing and approval of documents for the Planning Department. This change will be reflected in the City of Bellevue Zoning Ordinance and City of Bellevue Subdivision Regulations. Staff is also proposing an amendment to the definition of fence in Article 2: Definitions to be consistent with the definition of fence in Article 9: Landscaping, Screening, and Fence Requirements, Section 9.09 Fences. The final request would be to amend miscellaneous sections of the remaining Articles in the Ordinance which have been amended over time, and to correct minor typographical errors.

Attached is a red line copy of the proposed amendments.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendments as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendments as presented. APPROVAL of the definition of fence to read as follows: "Fence shall mean an enclosure or barrier intended to be permanent and made from materials intended for fencing, such as wood, wire, vinyl, wrought iron, composite, block, or stone materials creating a boundary."

ZONING ORDINANCE

BELLEVUE, NEBRASKA

ORDINANCE NO. 3619

ADOPTED BY BELLEVUE, NEBRASKA ON AUGUST 8, 2011

Prepared By



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ARTICLE 1: TITLE AND PURPOSE**Section 1.01 Title**

This Ordinance shall be known and may be cited and referred to as the Zoning Ordinance of the City of Bellevue, Nebraska, herein referred to as “this ordinance”, and shall repeal and replace existing Ordinance No. 770 for the City of Bellevue and all amendments thereto.

Section 1.02 Purpose and Intent

This ordinance has been written in accordance with a comprehensive plan and to promote the health, safety, and general welfare of the community and to

- To implement the goals, policies, and proposals of the Comprehensive Plan for the zoning jurisdiction;
- To lessen congestion in streets;
- To secure safety from fire and other dangers;
- To provide adequate light and air;
- To encourage the most productive use of urban land resources through promotion of compatible land use patterns;
- To promote the distribution of population, land classifications and land development to support provisions for adequate transportation, water flows, water supply, drainage, sanitation, recreation, and other public requirements;
- To regulate and restrict the location and use of buildings and uses of land within each district for residential, commercial, industrial and other purposes;
- To regulate and restrict height, number of stories and size of buildings;
- To regulate and restrict the percentage of the lot that may be occupied by buildings and other structures; to regulate the size of yards and open spaces;
- To guard against loss of life and damage to property due to flooding through protection of natural drainage features; to preserve features of historical significance;
- To promote the conservation of natural resources;
- To protect property values; to protect property against blight and depreciation; and
- To secure economy in governmental expenditures.

Section 1.03 Interpretation

In their interpretation and application, the provisions of this Ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

Section 1.04 Relationship to City Code

The use of buildings and land within the City of Bellevue shall be subject to all applicable provisions of the City Code and other ordinances, as well as this Ordinance, whether or not those other provisions of the City Code are specifically cross-referenced in this Ordinance. Cross-reference to other provisions of the City Code found in this Ordinance are provided for the convenience of the reader; lack of a cross-reference should not be construed as an indication that other provisions of the City Code do not apply.

Section 1.05 Relationship to Comprehensive Plan

It is the intention of this Ordinance to implement the goals, principles, and objectives reflected in the Comprehensive Plan as adopted by the City. While the City reaffirms its commitment that the provisions of this Ordinance and any amendment made to this Ordinance shall conform to adopted planning policies, the City acknowledges its intent that neither this Ordinance nor any amendment of this Ordinance may be challenged merely on the basis of an alleged nonconformity with the Comprehensive Plan.

Section 1.06 Applicability of Prior Regulations

1. All violations of prior zoning or other regulations of the City, existing on the effective date of this Ordinance, shall continue to be violations and shall not be considered to be legal non-conforming situations under this Ordinance. The City shall have the same authority to secure civil remedies for violations of those regulations to the same extent that it may secure civil remedies for violations of this Ordinance.
2. All permits, applications, certificates and other authorizations submitted or approved prior to the effective date of this Code shall be governed by the regulations in effect at the time of the submission or approval.

ARTICLE 2: DEFINITIONS**Section 2.01 Rules**

For the purpose of this ordinance the following rules shall apply:

- 2.01.01 Words and numbers used singularly shall include the plural. Words and numbers used in the plural shall include the singular. Words used in the present tense shall include the future.
- 2.01.02 The word "persons" includes a corporation, members of a partnership or other business organization, a committee, board, council, commission, trustee, receiver, agent or other representative.
- 2.01.03 The word "shall" is mandatory and not discretionary; the word "may" is permissive and not compulsory.
- 2.01.04 The word "and" indicates all connected items, conditions, provisions, or events shall apply; the word "or" indicates that one or more of the connected items, conditions, provisions, or events shall apply.
- 2.01.05 Words importing the masculine gender shall include the feminine and neutral genders.
- 2.01.06 The words "use", "used", "occupy" or "occupied" as applied to any land or building shall be construed to include the words "intended", "arranged" or "designed" to be used or occupied.
- 2.01.07 The word "commission" shall refer to the Planning Commission of Bellevue, Nebraska.
- 2.01.08 The particular controls the general.
- 2.01.09 All references to City personnel or staff shall include the person identified or their appropriate designee.
- 2.01.10 All words, terms, and phrases not otherwise defined herein shall be given their usual and customary meaning as defined in a standard English dictionary or other applicable City, State, or federal regulation, unless the context clearly indicates another meaning was intended.
- 2.01.11 Computation of Time: Unless otherwise specifically provided, the time within which an act is to be completed shall be computed by excluding the first day and including the last day, unless it is Sunday or a City holiday. All acts shall be completed within the time frame specified subject to extension periods provided herein.

Section 2.02 Abbreviation and Acronyms

For purposes of this Ordinance the following shall be standard abbreviations and acronyms found through the regulation.

ADA =	Americans with Disabilities Act
AU =	Animal Unit
CAFO =	Confined Animal Feeding Operation
DU =	Dwelling Unit
FAA =	Federal Aviation Administration
FCC =	Federal Communication Commission
FEMA =	Federal Emergency Management Agency
FT =	Foot or Feet
GFA =	Gross Floor Area
GIS =	Geographic Information System
HUD =	US Department of Housing and Urban Development
kV =	Kilovolt
kW =	Kilowatt
LFO =	Livestock Feeding Operation
NDA =	Nebraska Department of Aeronautics or successor department
NDEQ =	Nebraska Department of Environmental Quality or successor department
NPDES =	National Pollutant Discharge Elimination System
NRD =	Papio-Missouri River Natural Resources District
NSFM =	Nebraska State Fire Marshall or successor department
NHHS =	Nebraska Department of Health and Human Services or successor department
NDOR =	Nebraska Department of Roads or successor department
R.O.W. =	Right-of-Way or Rights-of-Way
SF =	Square Feet
SY =	Square Yard
USACE =	United States Army Corps of Engineers
USDA =	United States Department of Agriculture
YD =	Yard

Section 2.03 Definitions.

For the purpose of this Ordinance, certain words and terms are hereby defined as follows:

Section 2.04 A

ABANDONMENT shall mean to cease or discontinue a use or activity without intent to resume as distinguished from short term interruptions such as during periods of remodeling, maintenance, or normal periods of vacation or seasonal closure.

ABUT, ABUTTING shall mean to border on, being contiguous with or have property or district lines in common, including property separated by an alley, but not a public street/road.

ACCESS OR ACCESS WAY shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property or use as required by this ordinance.

ACCESSORY LIVING QUARTERS shall mean living quarters located within an accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

ACCESSORY STRUCTURE shall mean a detached subordinate structure located on the same lot with the principal structure, the use of which is incidental and accessory to that of the principal structure. Such structures shall be 750 square feet or 50% of the footprint of the ~~principle~~ principal structure up to maximum of 1200 square feet, unless otherwise provided herein.

ACCESSORY USE shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the district.

ACREAGE shall mean any tract or parcel of land which does not qualify as a farm or development.

ADJACENT shall mean near, close, or abutting; for example, an Industrial District across the street or highway from a Residential District shall be considered as "Adjacent".

ADULT DAY CARE CENTER shall mean a facility that provides care and an array of social, medical, or other support services for a period of less than 24 consecutive hours to four or more persons who require or request such services due to age or functional impairment.

ADULT ENTERTAINMENT ESTABLISHMENT (See "Sexually Oriented Businesses")

ADVERTISING STRUCTURE shall mean any notice or advertisement, pictorial or otherwise, and all such structures used as an outdoor display, regardless of size and shape, for the purposes of making anything known, the origin or place of sale of which is not on the property with such Advertising Structure. (See also "Outdoor Advertising" and "Sign")

AESTHETIC ZONING shall mean the regulation of a building or site to accomplish a standard of exterior architectural appeal and/or neighborhood harmony.

AGRICULTURAL AND FARM BUILDINGS AND STRUCTURES shall mean any building or structure which is necessary or incidental to the normal conduct of an agricultural operation including but not limited to residence of the operator, residence of employees, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.

AGRICULTURE shall mean the use of land for agriculture as the primary purpose of obtaining a profit by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or any other agricultural, aquacultural, floricultural, viticultural, or horticultural use. Agriculture shall not mean the keeping of wild animals including species defined as zoo animals. Agricultural use shall not be construed



Example of an Accessory Use

to include any parcel of land of less than ten acres or any non-agricultural commercial or industrial development.

AIRPORT shall mean any area which is used or is intended to be used for the taking off and landing of aircraft, excluding helicopters/helipads at medical facilities, and any appurtenant areas which are used or are intended to be used for airport buildings or facilities, including open spaces, taxiways, and tie-down areas.

AIRPORT HAZARD ZONE the area of land surrounding an airport in which structures and land uses have the potential to obstruct the airspace required for the flight of an aircraft in landing or taking off at the airport or may be otherwise hazardous to such landing or taking off. This area consists of the required approach zone, turning zone, and transition zones. The outer boundary of this area is composed of a series of connected tangents and simple curves that also constitute the outer boundaries of the approach and turning zones.

ALLEY shall mean a minor public service street or public right-of-way measuring 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street. Buildings facing an alley shall not be construed as satisfying the requirements of this ordinance related to frontage on a dedicated street.

ALTERATION shall mean any change, addition or modification in construction or occupancy of an existing structure.

AMATEUR RADIO shall mean radio equipment and associated antennas or support structures for the purpose of receiving or transmitting communications by a radio station as described in Section 153(g) of Title 47 of the Code of Federal Regulations (CFR) and which is operated under license by the FCC.

AMENDMENT shall mean a change in the wording, context, or substance of this ordinance, an addition or deletion or a change in the district boundaries or classifications upon the zoning map.

AMUSEMENT ARCADE shall mean a building or a part of a building where five or more pinball machines, video games, or other similar player-orientated amusement devices are available and are maintained for use.

AMUSEMENT PARK shall mean a facility, primarily outdoors, that may include structures and buildings, where there are various devices for entertainment, including rides, booths for the conduct of games or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales.

ANIMAL HOSPITAL shall mean a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short time boarding and shall be only incidental to such hospital use.

ANIMAL UNIT shall mean a unit of measurement to compare various domestic animal types based upon equivalent waste generation. One animal unit equals the following:

- One A.U.= One Cow/Calf combination
- One A.U.= One Slaughter, Feeder Cattle;
- One A.U.= One Horse;
- One A.U.= Seven Tenths Mature Dairy Cattle;
- One A.U.= Two and One Half Swine (55 pounds or more);
- One A.U.= Twenty Five Weaned Pigs (less than 55 pounds);
- One A.U.= Two Sows with Litters;
- One A.U.= 10 Sheep;
- One A.U.= 100 Chickens;
- One A.U.= 50 Turkeys;
- One A.U.= Five Ducks.

ANIMALS, DOMESTIC (See "Household Pet")

ANIMAL SPECIALTY SERVICES shall refer to establishments primarily engaged in pet grooming, clipping, bathing, daycare, training courses, obedience classes, and similar services; and does not include veterinary services or overnight boarding kennels.

ANTENNA shall mean any attached or external system of wires, poles, rods, reflecting disks or similar devices used for the transmission or reception of electromagnetic waves. (See also "Tower")

ANTIQUÉ STORE shall mean a place offering primarily antiques for sale. An antique for the purpose of this ordinance shall be a work of art, piece of furniture, decorative object, or the like, of belonging to the past, at least 30 years old.

APARTMENT shall mean a room or a suite of rooms within an apartment house or multiple family dwelling arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit. (See also "Dwelling Unit")

APARTMENT HOTEL shall mean an apartment house which furnishes services for the use of its tenants which are ordinarily furnished by hotels, but the privilege of which are not primarily available to the public. (See also "Dwelling, Multi-family")

APPAREL SHOP shall mean retail stores where clothing is sold, such as department stores, shoe stores, and dress, hosiery, and millinery shops.

APPLIANCE STORE shall refer to retail shops selling equipment used for domestic functions. A store may include heavy appliances such as refrigerators, washers, dryers, ovens, dishwashers, or other similar domestic equipment. The store may also include smaller appliances such as televisions, computers, radios, microwaves, and other similar domestic equipment.

APPURTENANCES shall mean the visible, functional objects accessory to and part of buildings.

ARCHITECTURAL CANOPY SIGN (See "Sign, Architectural Canopy")

ARCHITECTURAL CHARACTER shall mean the basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development that produces the architectural character.

ARCHITECTURAL FEATURE shall mean a prominent or significant part or element of a building, structure, or site. Architectural features may include special lines, massing, and/or texture.

1. **LINES** shall mean visual elements of the building, either within the façade or on the building edge, which are in a linear form either horizontally or vertically and may be composed of masonry, glass, or other related materials.
2. **MASS** shall pertain to the volume, bulk of a building or structure.
3. **TEXTURE** shall mean the quality of a surface, ranging from mirror finish, smooth, to coarse and unfinished.

ARCHITECTURAL STYLE shall mean the characteristic form and detail, as of buildings of a particular historic period.

AREA shall mean a piece of land capable of being described with such detail that its location may be established, and boundaries definitely ascertained.

ART GALLERY shall mean an establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries.

ARTISAN PRODUCTION SHOP shall mean a building or portion thereof used for the creation of original handmade works of art or craft items by more than three artists or artisans, as either a principal or accessory use.

ARTIST STUDIO shall mean a place of work by an artist, artisan, or craftsperson, including persons engaged in the application, teaching, or performance of fine arts such as, but not limited to, drawing, vocal or instrumental music, painting, sculpture, and writing.

ASSISTED LIVING FACILITY shall mean any place or facility caring for six or more individuals and who, by choice or due to functional impairments, may need personal care and may need supervised nursing care to compensate for activities of daily living limitations and in which the place or facility includes apartments for residents and provides or coordinates a range of services including personal care or supervised nursing care available 24 hours a day, seven days a week for the support of resident independence. The provision of skilled nursing procedures to a resident in an assisted living facility is not prohibited by this act. Generally, the skilled services provided in an assisted living facility shall be provided on an intermittent or limited term basis, or if limited in scope, a regular basis.

ATTACHED PERMANENTLY shall mean attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent foundation or structural change in such structure in order to relocate it to another site.

AUCTION SALES shall mean a building or structure, or lands used for the storage of goods, materials or livestock which are to be sold on the premises by public auction and for the sale of the said goods, materials or livestock by public auction and on an occasional basis. Auction sales also includes motor vehicle wholesale sales, including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles.

AUTOMATED TELLER MACHINE (ATM) shall mean an automated device that performs banking or financial functions at a location remote from the controlling financial institution.



AUTOMOBILE SALES shall mean the storage and display for sale or lease of more than two motor vehicles or any type of trailer (provided the trailer is unoccupied) at any one time and/or a total of ten or more sold or leased during the course of a calendar year, and where repair or body work is incidental to the operation of the new or used vehicle sales or leasing. Automobile sales includes all motor vehicle retail sales and leases including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (See also “Auction Sales”)

AUTOMOTIVE AND ENGINE REPAIR SERVICES shall refer to any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment (such as snow blowers and lawnmowers), or similar vehicles, including but not limited to body, fender, muffler, or upholstery work; oil change and lubrication; painting services; collision services; and tire service and sales. This definition does not include the storage of such vehicles or equipment.

1. **LIGHT AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, light trucks (less than 15,000 pounds gross license weight), trailers, watercraft, small engine equipment, or similar vehicles, including the replacement of minor assemblies or parts; oil change and lubrications; tune-ups; engine repair; tire repair, service and sales; upholstery work; but not including body and fender work, painting, or similar type of work.

2. **HEAVY AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment, or similar vehicles, including but not limited to body work and painting services.

AUTOMOBILE SERVICES shall refer to any building, structure, improvements or land used for the general maintenance of automobiles, motorcycles, trucks, trailers or similar vehicles including but not limited to washing, cleaning, and/or detailing; installation of car stereos, accessories, or other light equipment; paintless dent removal; and minor painting.

AUTO WRECKING shall mean the collecting, burning out, dismantling or wrecking of used motor vehicles, wheeled or track laying equipment, or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked motor vehicles, wheeled or track laying equipment, or trailers or their parts. The dismantling and rebuilding other than custom repair, of more than one motor vehicle, piece of wheeled or track laying equipment, or trailer at a time even though not for profit or a principal use of a parcel of land shall be defined as auto wrecking. The storage of a partially dismantled motor vehicle, piece of wheeled or track laying equipment or trailer shall be considered auto wrecking.

(Ord No. 3757, April 28, 2014)

Section 2.05 B

BAKERY SHOP shall mean an establishment primarily engaged in the retail sale of baked products. The products may be prepared either on or off site. A bakery shop shall be considered a general retail use.

BANK shall mean a freestanding building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds.

BANQUET HALL shall mean an establishment which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, meetings, weddings, anniversaries and other similar celebrations. Such a use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the service or sale of alcoholic beverages; and 3) outdoor gardens or reception facilities.

BAR shall mean any establishment whose principal business is serving alcoholic beverages at retail for consumption on the premises. (See also “Nightclub”)

BASEMENT shall mean that portion of a building below the first or ground-floor level and having less than four feet of clearance from its ceiling to the average finished grade of the building perimeter. A basement shall not be considered a story for the purposes of determining building height.

BEACON shall mean any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

BEAUTY SHOP shall mean any establishment where cosmetology services are provided including hair care, nail care, and skin care on a regular basis for compensation.

BED and BREAKFAST shall mean a house, or portion thereof, where short-term lodging rooms and meals are provided. The operator of the inn shall live on the premises.

BERM shall mean a raised form of earth to provide screening or to improve the aesthetic character.

BEST INTERESTS OF COMMUNITY shall mean interests of the community at large and not interest of the immediate neighborhood.

BIG BOX RETAIL shall mean a singular retail or wholesale user. These uses typically include: membership wholesale clubs emphasizing large bulk sales, discount stores, pharmacies, grocery stores, especially warehouse style point sale concepts and department stores.

3. **LARGE BIG BOX RETAIL** shall mean a big box retail establishment that occupies no less than 200,000 square feet of gross floor area.
4. **MEDIUM BIG BOX RETAIL** shall mean a big box retail establishment that occupies no less than 120,000 square feet of gross floor area.
5. **SMALL BIG BOX RETAIL** shall mean a big box retail establishment that occupies no less than 40,000 square feet of gross floor area.

BLOCK shall mean a piece or parcel of land entirely surrounded by public highways, streets, streams, railroad rights-of-way, parks, by waterways, ~~right-of-ways~~ rights-of-way, unplatted land, City-County boundaries, or adjoining property lines or a combination thereof. There may be more than one numbered block as shown on a plat, falling within a single block as herein defined.

BLOCK FRONTAGE shall mean that section of a block fronting on a street between two intersecting streets or other block boundary.

BOARD OF ADJUSTMENT shall mean that board that has been created by the City and which has the statutory authority to hear and determine appeals, interpretations of, and variances to the zoning regulations.

BOARDING OR ROOMING HOUSE shall mean a dwelling containing one or more lodging rooms that accommodate one or more persons who are not members of the keeper's family; provided, however, that the letting of rooms for hire, to the extent permitted by this ordinance as a home-based

business, shall not in itself cause a dwelling to be a rooming house. In a rooming house, lodging or meals are provided for compensation on a weekly or monthly basis.

BOAT shall mean a vehicle for traveling in or on water, not exceeding forty (40) feet in body length, eight (8) feet in width, or twelve (12) feet in overall height. Height includes the trailer, if the boat is mounted on a trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

BOOK STORE shall mean a retail establishment that, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, or any other printed or electronically conveyed information or media, excluding any uses defined as “Adult Entertainment Establishments”.

BOWLING CENTER shall mean an establishment that devotes more than 50 percent of its gross floor area to bowling lanes, equipment, and playing area. Accessory uses such as the retail sale of snacks, the retail sale of beverages, and video game arcade are customary.

BREW-ON PREMISES STORE shall mean a facility that provides the ingredients and equipment for a customer to use to brew malt liquor at the store. Brew-on-premises stores do not include the sale of intoxicating liquor, unless the owner of the brew-on-premises store holds the appropriate liquor license.

BREW PUB shall mean a restaurant or hotel which includes the brewing of beer as an accessory use. The brewing operation processes water, malt, hops, and yeast into beer or ale by mashing, cooking, and fermenting. By definition, these establishments produce no more than 10,000 barrels of beer or ale annually. The area, by definition, used for brewing, including bottling and kegging, shall not exceed 25 percent of the total floor area of the commercial space.

BREWERY shall mean an industrial use that brews ales, beers, meads and/or similar beverages on site. Breweries are classified as a use that manufactures more than 10,000 barrels of beverage (all beverages combined) annually.

BREWERY, MICRO shall mean a facility for the production and packaging of malt beverages of low alcoholic content for distribution, retail or wholesale, on or off premises, with a capacity of not more than 10,000 barrels per year. The development may include other uses such as standard restaurant, bar, or live entertainment as otherwise permitted in the zoning district.

BROADCASTING TOWER shall mean a structure for the transmission or broadcast of radio, television, radar, or a microwave which exceeds the maximum height permitted in the district in which it is located; provided, however, that noncommercial radio towers not exceeding 50 feet in height shall not be considered broadcast towers.

BUFFER shall mean a strip of land established to protect one type of land use from another incompatible land use or between a land use and a private or public road. (See also “Screening”)

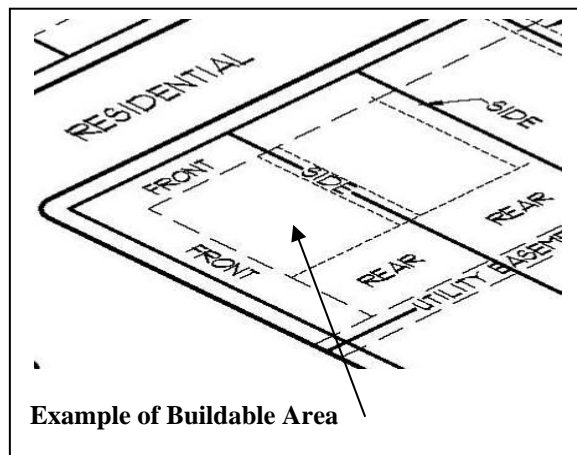
BUFFER ZONE shall mean an area of land that separates two zoning districts and/or land uses that act to soften or mitigate the effects of one use on the other.

BUILDABLE AREA shall mean that part of a zoned lot not included within the required yards or subject to other restrictions herein required.

BUILDING shall mean any structure built and maintained for the support, shelter or enclosure of persons, animals, chattels, or property of any kind, but shall not include temporary buildings as defined in Temporary Structure. Trailers, with or without wheels, shall not be considered as buildings.

BUILDING, ACCESSORY shall mean any detached subordinate building which serves a function customarily incidental to that of the main building or main use of the premises.

Customary accessory building includes farm buildings, garages, carports, and small storage sheds; but not

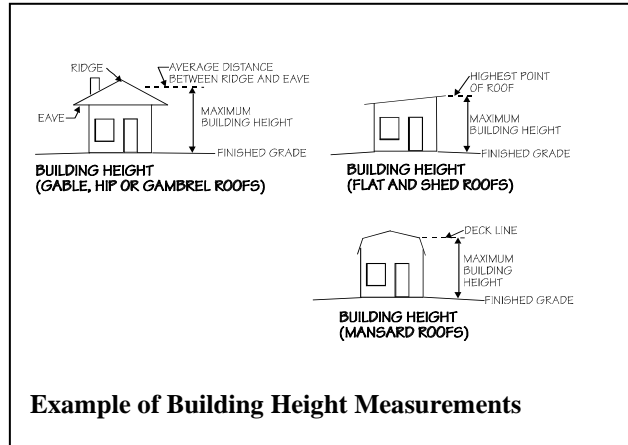


including fences and walls of less than six (6) feet in height, or bank protection structures regardless of height provided they do not project more than one foot above the surface of the ground on the high side. Accessory buildings in residential zoning districts shall be for the exclusive, noncommercial use of the resident of the lot, except as permitted under the provisions for home-based businesses.

BUILDING, AREA OF shall mean the sum in square feet of the ground areas occupied by all buildings and structures on a lot.

BUILDING CODE shall mean the various codes adopted and enforced by the City that regulate construction and requires Building Permits, electrical permits, mechanical permits, plumbing permits, and other permits to do work that pertain to building construction.

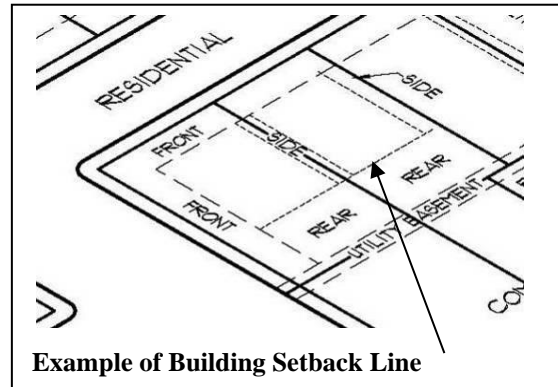
BUILDING HEIGHT shall mean the vertical distance measured from the average grade at the front face of the building to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof, except for accessory structures where such building height is measured above the average grade to the highest point of the coping of a flat roof, of the peak of a gable roof, or of any other type of pitched, hipped, or mansard roof. The grade may mean the highest adjoining sidewalk or ground surface within a 5-foot horizontal distance of the exterior wall of the building, when such sidewalk or ground surface is not more than 10 feet above grade. The height of a stepped or terraced building is the maximum height of any segment of the building.



BUILDING INSPECTOR shall mean the official charged with the responsibility of enforcing the local building codes.

BUILDING, PRINCIPAL shall mean a building in which is conducted the primary use of the site on which it is situated. In any residential district any dwelling shall be deemed to be the principal building of the site on which it is located.

BUILDING SETBACK LINE shall mean the minimum of distance as prescribed by this ordinance between any property line and the closest point of the building line or face of any building or structure related thereto.



BUSINESS SERVICES shall mean establishments primarily engaged in rendering services to business establishments on a contract or fee basis, such as advertising, credit reporting, collection of claims, mailing, reproduction, stenographic, news syndicates, computer programming, photocopying, duplicating, data processing, services to buildings, and help supply services.

Section 2.06 C

CALL CENTER shall mean an office equipped to handle a large volume of calls especially for taking orders or servicing customers.

CAMPGROUND shall mean a parcel of land intended for the temporary occupancy of tents, campers, and recreational vehicles and which primary purpose is recreational, having open areas that are natural in character.

CAR WASH shall mean a building or structure or an area of land with machine or hand operated facilities for the cleaning, washing, polishing, or waxing of motor vehicles, not including semi-trailer tractors, buses, and commercial fleets.

CAR WASH, INDUSTRIAL shall mean a mechanical facility for the washing, waxing and vacuuming of heavy trucks and buses.

CARPORT shall mean a permanent roofed structure with not more than two enclosed sides used or intended to be used for automobile shelter and storage.

CELLAR shall mean a building space having more than one-half of its height below the average adjoining grade lines.

CEMETERY shall mean land used or intended to be used for the burial of the dead and dedicated for such purposes, including columbarium, crematoriums, and mausoleums.

CERTIFICATE OF OCCUPANCY shall mean a permit issued by the Building Inspector indicating that the use of the building or land in question is in conformity with this ordinance and local building codes or that there has been a legal variance therefrom as provided by this ordinance.

CHANNEL shall mean the geographical area within either the natural or artificial banks of a watercourse or drainage way.

CHARITABLE ORGANIZATION or CLUB shall mean a public or semi-public institutional use of a philanthropic, charitable, benevolent, religious, or eleemosynary character, but not including sheltering or caring of animals.

CHILD CARE CENTER shall mean a facility licensed to provide childcare for 13 or more children. In addition to these regulations, Child Care Centers shall meet all requirements of the State of Nebraska.

CHILD CARE HOME (See “Family Child Care Home I and II”)

CHURCH, STOREFRONT shall mean a religious facility contained within a store or similar structure not typically used for religious activities that are now used as a meeting place for a congregation. Structures adapted for congregations including barns, stores, warehouses, old public buildings, and single-family dwellings.

CITY shall mean the City of Bellevue.

CLEAR VIEW ZONE shall mean the area of a corner lot closest to the intersection that is kept free of visual impairment to allow full view of both pedestrian and vehicular traffic. (See also “Sight Triangle”)

CLINIC, MEDICAL shall mean a building or portion of a building containing the offices and associated facilities of one or more practitioners providing medical, dental, psychiatric, osteopathic, chiropractic, physical therapy or similar services for out-patients only, with or without shared or common spaces and equipment. A common area pharmacy or drug dispensary available to persons other than patients being treated therein or making charges separate from bills for professional services of said practitioners shall not be considered as a medical clinic use.

CLUB shall include clubhouse and shall mean a voluntary association of persons organized for cultural, recreational, fraternal, civic, charitable or similar purpose, but shall not include an organization or premises the chief activity of which is a service or activity customarily carried on as a business even though it may be chartered and named for purposes herein defining a club.

CLUSTER DEVELOPMENT shall mean a development designed to concentrate buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, and the preservation of environmentally sensitive areas.

CODE shall mean the Municipal Code of the City of Bellevue.

CODE ENFORCEMENT OFFICER shall mean the person authorized and empowered by the City to enforce the Code requirements.

COFFEE KIOSK shall mean a retail food business in a freestanding building that sells coffee, or other beverages, and premade bakery goods or other food items from a drive-through window or walk-up window to customers for consumption off the premises and that provides no indoor or outdoor seating.

COLLEGE or UNIVERSITY shall mean facilities which conduct regular academic instruction at collegiate levels, including graduate schools, universities, junior colleges, trade schools, nonprofit research institutions and religious institutions. Such institutions shall confer degrees as a college or university for undergraduate or graduate standing, conduct research, or give religious instruction. Private schools, academies, or institutes incorporated or otherwise, which operate for a profit, commercial, or private trade schools are not included in this definition.

COMMISSION shall mean the Planning and Zoning Commission of the City of Bellevue, Nebraska. This body may also be known as the Planning Commission.

COMMON AREA OR PROPERTY shall mean a parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are shared by the Owners of the individual building sites in a Planned Development or condominium development.

COMMUNICATION SERVICES shall mean establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded are facilities classified as utility services or wireless communication towers. Typical uses include television studios, communication service centers, internet service offices, or film and sound recording facilities.

COMMUNITY CENTER shall mean a place, structure, or other facility used for and providing religious, fraternal, social, and/or recreational programs generally open to the public and designed to accommodate and serve various segments of the community.

COMMUNITY SANITARY SEWER SYSTEM shall mean an approved central sewer collecting system of multiple users, meeting required standards, available to each platted lot and discharging into a treatment facility. This does not include individual septic systems.

COMMUNITY WATER SUPPLY SYSTEM shall mean a public water supply system which serves multiple users with a single source.

COMPATIBLE USES shall mean a land use which is congruous with, tolerant of, and has no adverse effects on existing neighboring uses. Incompatibility may be affected by pedestrian or vehicular traffic generation, volume of goods handled and environmental elements such as noise, dust, odor, air pollution, glare, lighting, debris generated, contamination of surface or ground water, aesthetics, vibration, electrical interference, and radiation.

COMPREHENSIVE PLAN shall mean the Comprehensive Plan of the City of Bellevue, Nebraska as adopted by the City Council, setting forth policies for the present and foreseeable future community welfare as a whole and meeting the purposes and requirements set forth in Section 23-174.05, Nebr. R.R.S., 1943, as the same may, from time-to-time, be amended.

CONDITIONAL USE shall mean a use where allowed by the district regulations, that would not be appropriate generally throughout the zoning district without restrictions, but which, if controlled as to number, size, area, location, relation to the neighborhood or other minimal protective characteristics would not be detrimental to the public health, safety, and general welfare. Such uses are subject to special requirements which are reviewed and approved by the City Council. Approved uses and required conditions shall run with the land, provided there are not modifications to the use/operation or a violation of the permit.

CONDITIONAL USE PERMIT shall mean a permit recommended by the Planning Commission and issued by the City Council that authorizes the recipient to make conditional use of property in accordance with the provisions of this ordinance and any additional conditions placed upon or required by said permit. Such permit shall run with the land, provided there are no violations to the approved permit.

CONDOMINIUM shall be as defined in the Section 76-824 through 76-894, Nebr. R.R.S., 1943 the Condominium Law, whereby four or more apartments are separately offered for sale. A condominium shall mean a multiple dwelling building as defined herein whereby the title to each dwelling unit is held in separate ownership, and the real estate on which the units are located is held in common ownership solely by the owners of the units with each having an undivided interest in the common real estate.

CONFLICTING LAND USE shall mean the use of property which transfers over neighboring property lines negative economic, or environmental effects, including, but not limited to, noise, vibration, odor, dust, glare, smoke, pollution, water vapor, mismatched land uses and/or density, height, mass, mismatched layout of adjacent uses, loss of privacy, and unsightly views.

CONGREGATE HOUSING shall mean a residential facility for four or more persons 55 years or over, their spouses, or surviving spouses, providing living and sleeping facilities including meal preparation, dining areas, laundry services, room cleaning and common recreational, social, and service facilities for the exclusive use of all residents including resident staff personnel who occupy a room or unit in the residential facility.

CONSERVATION AREA shall mean environmentally sensitive and valuable lands protected from any activity that would significantly alter their ecological integrity, balance or character, except in overriding public interest, including but not limited to: wetlands, floodways, flood plains, drainage ways, river or stream banks, forests/woodlands, prairies, and areas of significant biological productivity or uniqueness.

CONSERVATION EASEMENT shall mean an easement granting a right or interest in real property that is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition and retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses.

CONSTRUCTION shall mean on-site erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not limited to, clearing of land, earth moving, blasting and landscaping.

CONTIGUOUS shall mean the same as "Abut".

CONVENIENCE STORE shall mean a one-story, retail store containing less than 10,000 square feet of gross floor area that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to "Food Sales Limited" and "Food Sales General.") It is dependent on and is designed to attract and accommodate large volumes of stop-and-go traffic. Except where otherwise prohibited, convenience stores may include the sale of diesel, gasoline, compressed natural gas, or propane. Compressed natural gas storage tanks shall not be located closer than 20 feet to a residential property line. (See also "Self-Service Station") (*Ord. No. 3781, Oct. 13, 2014*)



COPY CENTER shall mean a retail establishment that provides duplicating services using photocopying, blueprint, and offset printing equipment, and may include the collating and binding of booklets and reports.

COUNCIL shall mean the City Council of the City of Bellevue, Nebraska.

COUNTRY CLUB shall include golf courses, par-3 golf course, swimming pools, tennis clubs and neighborhood clubhouses any and each of which shall be located on a site of not less than one acre and open only to membership subscribing for the use of all facilities for a term of not less than one year and members non-paying guests. Sleeping facilities other than quarters for one caretaker or manager and his family shall be prohibited. Clubs operated as restaurants, cocktail lounges, card rooms, beer taverns, bowling alleys, pool and billiard parlors and similar activities normally carried on as a business shall be excluded from the definition of a country club. Nothing herein shall be construed to limit the method of operation of such facilities enumerated in this definition when owned or operated by a governmental agency.

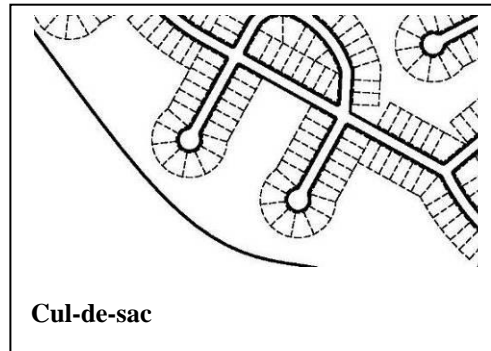
COURT shall mean an open, unoccupied space, other than a yard, on the same lot with a building or buildings and abounded on two or more sides by such buildings.

COURT, INNER shall mean a court enclosed on all sides by the exterior walls of a building or buildings.

COURT, OUTER shall mean a court enclosed on all but one side by exterior walls of building or buildings or lot lines on which fences, hedges, or walls are permitted.

CUL-DE-SAC shall mean a short public way that has only one outlet for vehicular traffic and terminates in a vehicular turn-around.

CURVED LOT (See "Lot, Curved")



Section 2.07 D

DENSITY shall mean the number of dwelling units per gross acre of land.

DETENTION BASIN shall mean a facility for the temporary storage of storm water runoff.

DEVELOPER shall mean any person, corporation, partnership, or entity that is responsible for any undertaking that requires a building or zoning permit, conditional use permit or sign permit.

DEVELOPMENT shall mean any unnatural change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations for which necessary permits may be required. Also, shall mean any material change in the use or appearance of any structure or in the land itself; the division of land into parcels; any change in the intensity or use of land, such as an increase in the number of dwelling units in a structure or a change to a commercial or industrial use from a less intensive use; any activity that alters a river, stream, lake, pond, woodland, wetland, endangered species habitat, aquifer or other resource area.

DEVELOPMENT CONCEPT PLAN shall mean a plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations. Includes lot lines, streets, building sites, reserved open space, building, major landscape features (both natural and man-made), and depending on requirements, the locations of proposed utility lines.

DEVELOPMENT REVIEW shall mean the review, by the City of subdivision plats, site plans, rezoning requests, or permit review.

DISABILITY or HANDICAP shall mean the following but shall not include current, illegal use of or addiction to a controlled substance:

6. A physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently;
7. A record of having such an impairment; or
8. Being regarded as having such impairment.

DOG KENNEL (See "Kennel, commercial" and "Kennel, private")

DOMESTIC ANIMALS shall mean the same as household pet and shall not include any type of exotic animal listed in this ordinance.

DOWNZONING shall mean a change in zoning classification of land to a less intensive or more restrictive district such as from commercial district to residential district or from a multiple family residential district to single family residential district.

DRAINAGE shall mean the removal of surface water or groundwater from land by drains, grading, or other means that include runoff controls to minimize erosion and sedimentation during and after construction or development, the means for preserving the water supply, and the prevention or alleviation of flooding.

DRAINAGEWAY shall mean any depression two feet or more below the surrounding land serving to give direction to a current of water less than nine months of the year, having a bed and well-defined banks; provided that in the event of doubt as to whether a depression is a watercourse or drainage way, it shall be presumed to be a watercourse.

DRIVE-IN may be used as a noun or adjective and shall refer to a business which is designed to serve patrons while they are reposed in vehicles or by means of service windows with the intent that products be consumed in automobiles such as drive-in bank windows, post office drop boxes or laundry or cleaning drop boxes.

DRIVEWAY shall mean any vehicular access to an off-street parking or loading facility.

DUMP shall mean a place used for the disposal, abandonment, discarding by burial, incineration, or by any other means for any garbage, sewage, trash, refuse, rubble, waste material, offal or dead animals. Such use shall not involve any industrial or commercial process.

DUPLEX shall mean the same as "Dwelling, Two Family".

DWELLING shall mean a building or portion thereof, designed or used exclusively for residential occupancy, including single family dwellings, two family dwellings, multi-family dwellings and group dwellings; provided however that the following are not dwellings:

1. Hotels, motels, tourist courts and cabins;
2. In a building that contains one or more dwelling units or lodging rooms in addition to one or more non-residential uses, except when accessory to the residential uses;
3. Used for the institutional care of people such as hospitals, rest homes, orphanages, and homes for the aged.

DWELLING, ATTACHED (ROW) shall mean a multi-family dwelling in which each dwelling unit has a separate outdoor entrance and is either

1. joined to one other dwelling unit at one side by one party wall or
2. joined to two other dwelling units by one party wall on each side

DWELLING, DETACHED shall mean a dwelling that is completely surrounded by open space on the same lot.

DWELLING, GROUP shall mean a structure other than a hotel or motel inhabited by more or less permanent occupants in excess of 4, living independently in quarters other than dwelling units.

DWELLING, MANUFACTURED HOME shall mean a factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with standards promulgated by the United States Department of Housing and Urban Development.

DWELLING, MOBILE HOME shall mean any prefabricated structure, composed of one or more parts, used for living and sleeping purposes, shipped or moved in essentially a complete condition and mounted on wheels, skids or roller, jacks blocks, horses, skirting or a permanent or temporary foundation or any prefabricated structure which has been or reasonably can be equipped with wheels or other devices for transporting the structure from place to place, whether by motive power or other means. The term mobile home shall include trailer home and camp car, but the definition shall not apply to any vehicle lawfully operated upon fixed rails.

1. Permanently Attached: Attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent continuous foundation or structural change in such mobile home in order to relocate it on another site in accordance ~~to~~ with manufacturers recommendations.
2. Permanent Foundation: Based on which building rests to be constructed from either poured concrete or laid masonry block or brick on a footing to be placed a minimum of 42 inches below the final ground level.

DWELLING, MODULAR shall mean any prefabricated structure, used for dwelling purposes, moved on to a site in an essentially complete constructed condition, in one or more parts, and when completed is a single-family unit on a permanent foundation, attached to the foundation with permanent connections. To be a modular dwelling it shall meet or be equivalent to the construction criteria as defined by the Nebraska State Department of Health and Human Services under the authority granted by Section 71-1555 through 71-1567, Nebr. R.R.S., 1943, in addition to any amendments thereto, those that do not meet the above criteria shall be considered a mobile home.

DWELLING, MULTI-FAMILY shall mean a building or buildings designed and used for occupancy by three or more families, all living independently of each other and having separate kitchen and toilet facilities for each family.

DWELLING, SEASONAL shall mean a dwelling designed and used as a temporary residence and occupied less than six months in each year.

DWELLING, SINGLE FAMILY shall mean a building having one dwelling unit and accommodations for or occupied exclusively by one family which meet all the following standards:

1. The home shall have no less than 900 square feet of floor area, above grade, for single story construction;
2. The home shall have no less than an 18-foot exterior width;
3. The roof shall be pitched with a minimum vertical rise of two and one-half inches for each 12 inches of horizontal run;
4. The exterior material shall be of a color, material and scale comparable with those existing in residential site-built, single-family construction;
5. The home shall have a non-reflective roof material that is or simulates asphalt or wood shingles, tile, or rock;
6. The home shall be placed on a continuous permanent foundation and have wheels, axles, transporting lights, and removable towing apparatus removed; and
7. The home shall meet and maintain the same standards that are uniformly applied to all single-family dwellings in the zoning district.
8. Permanent foundation: continuous perimeter base on which building rests to be constructed from either poured concrete or laid masonry block or brick on a footing to be placed a minimum of 42 inches below the final ground level.



DWELLING, SINGLE-FAMILY (ATTACHED) shall mean a one-family dwelling unit that is attached to one additional single-family dwelling. Said dwelling units are separated by an unpierced common wall through the center of the structure that also sits along the property line separating ownership of the structure.

DWELLING, SINGLE-FAMILY (DETACHED) shall mean a dwelling which is entirely surrounded by open space on the same lot and is detached from another single-family dwelling.

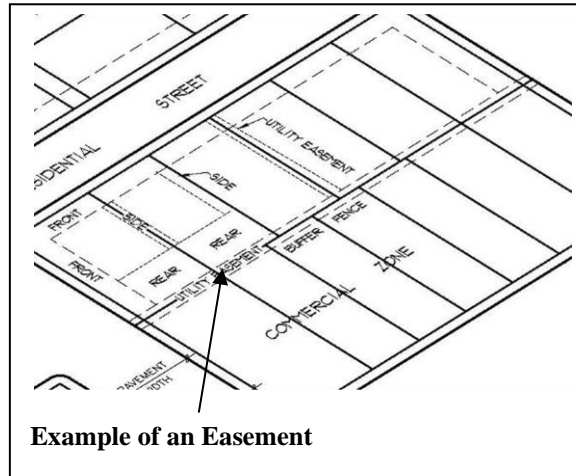
DWELLING, TWO FAMILY shall mean a building designed or used exclusively for the occupancy of two families living independently of each other and having separate kitchen and toilet facilities for each family.

DWELLING UNIT shall mean one room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or lease on a weekly, monthly, or longer basis, and physically separate from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, toilet and sleeping facilities for one family only.

Section 2.08 E

EASEMENT shall mean a space, lot, parcel, or area of land reserved for or used for public utilities or public or private uses.

EDUCATIONAL FACILITY shall mean a public or nonprofit institution or facility which conducts regular academic instruction at preschool, kindergarten, elementary, secondary, and collegiate levels, including graduate schools, universities, junior colleges, trade schools, nonprofit research institutions and religious institutions. Such institutions must either: (1) Offer general academic instruction equivalent to the standards established by the State Board of Education; or (2) Confer degrees as a college or university or undergraduate or graduate standing; or (3) Conduct research; or (4) Give religious instruction. Private schools, academies, or institutes incorporated or otherwise, which operate for a profit, commercial, or private trade schools are not included in this definition.



EFFECTIVE DATE shall mean the date that this Ordinance shall have been adopted, amended, or the date land areas became subject to the regulations contained in this Ordinance as a result of such adoption or amendment.

ELEEMOSYNARY INSTITUTION shall mean any building or group of buildings devoted to and supported by charity.

ENCROACHMENT shall mean advancement or intrusion beyond the lines or limits as designated and established by the ordinance, and to infringe or trespass into or upon the possession or right of others without permission.

ENLARGEMENT shall mean the expansion of a building, structure, or use in volume, size, area, height, length, width, depth, capacity, ground coverage, or in number.

EVENT CENTER shall mean all buildings and associated parking facilities which are kept, used, maintained, advertised, held out, or otherwise made available to private groups and/or the general public for such purposes as meetings, civic, educational, political, religious or social purpose such as receptions, dances, entertainment, secondhand merchandise sales and the like, and may include a banquet hall, private club or fraternal organization, but not including uses identified in Adult Establishment.

EXERCISE, FITNESS and TANNING SPA shall mean an establishment that provides exercise facilities for the purposes of running, jogging, aerobics, weightlifting, court sports, and/or swimming, as well as locker rooms, showers, massage rooms, tanning beds, hot tubs, saunas or other related accessory uses; however, excluding any uses defined as "adult entertainment establishments".

EXPRESSWAY shall mean a street or road that provides fast and efficient movement of large volumes of vehicular traffic between areas and does not provide direct access to property.

EXTERNAL DESIGN FEATURE shall mean the general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the types of roofs, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to public view from any street, place, or way.

EXTRATERRITORIAL JURISDICTION shall mean the area beyond the corporate limits, in which the City has been granted the powers by the state to exercise zoning and building regulations and is exercising such powers. First class cities may have up to a two-mile extraterritorial jurisdiction and Second-Class Cities may have up to one mile of extraterritorial jurisdiction.

Section 2.09 F

FACADE shall mean the exterior wall of a building exposed to public view from the building's exterior.

FAMILY shall mean a person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities: (1) any number of people related by blood, marriage, adoption, guardianship, or duly authorized custodial relationship; (2) two unrelated people; or (3) two unrelated people and any children related to either of them. Family does not include any society, club, fraternity, sorority, association, lodge combine, federation, coterie, or like organization; any group of individuals whose association is temporary or seasonal in nature; or any group of individuals who are in a group living arrangement as a result of criminal offenses.

FAMILY CHILD CARE HOME I shall mean a childcare operation in the provider's place of residence which serves between four and eight children at any one time. A Family Child Care Home I provider may be approved to serve no more than two additional school-age children during non-school hours. In addition to these regulations, a Child Care Home shall meet the requirements of the State of Nebraska.

FAMILY CHILD CARE HOME II shall mean a childcare operation either in the provider's place of residence or a site other than the residence, serving twelve or fewer children at any one time. In addition to these regulations, a Child Care Home shall meet the requirements of the State of Nebraska.

FARM shall mean an area containing at least 20 acres or more which is used for growing of the usual farm products such as vegetables, fruit, and grain, and the storage on the area, as well as for the raising thereon of the usual farm poultry and farm animals. The term farming includes the operating of such area for one or more of the above uses with the necessary accessory uses for treating or storing the produce and the feeding of livestock as hereinafter prescribed provided such accessory uses do not include the feeding of garbage or offal to swine or other animals.

FARM ANIMALS or LIVESTOCK shall mean animals associated with agricultural operations, commonly kept or raised as part of an agricultural operation including but not limited to horses, cattle, sheep, swine (to exclude pot-bellied pigs, which shall be considered household pets), goats, chickens, and turkeys. (*Ord. No. 3675, Aug. 13, 2012*)

FARM BUILDING or STRUCTURE shall mean any building or structure which is necessary or incidental to the normal conduct of a farm including but not limited to residence of the operator, residence of hired men, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.

FARMER'S MARKET shall mean the offering for sale of fresh agricultural products directly to the consumer at an open-air market designated as a community activity.

FARMSTEAD shall mean a tract of land of not less than one acre and not more than 20 acres, upon which a farm dwelling and other farm building existed at the time of the adoption of this ordinance and is used for single-family resident purposes.

FEEDLOT shall mean a lot, yard, corral or other area in which livestock are confined, primarily for the purpose of feeding and growth prior to slaughter.

FENCE shall mean an enclosure or barrier **intended to be permanent and made from materials intended for fencing, such as wood, wire, vinyl, wrought iron, composite, block or stone materials** ~~wooden posts, wire, iron, etc., used as~~ creating a boundary. ~~means of protection, privacy screening or confinement, but not including vehicles, machinery, equipment, buildings or hedges, shrubs, trees, or other natural growth. A fence shall include retaining walls over four feet in height.~~

FENCE, AGRICULTURAL shall mean an artificially erected barrier, other than a building, vehicles, or machinery, constructed of manmade material, or combination of manmade materials, erected to enclose an area of land used for agricultural purposes. An agricultural fence may be constructed of barbed or meshed wire.

FENCE, OPEN shall mean a fence, including gates, which has 50 percent or more of the surface area in open spaces which affords direct views through the fence.

FENCE, SEASONAL shall mean a temporary fence constructed of plastic or wood lathe erected and generally maintained from October through April to prevent snow drifting.

FENCE, SOLID shall mean any fence which does not qualify as an open fence.

FENCE, TEMPORARY shall mean a fence that is erected for construction purposes or for event security and is removed upon completion of the project or end of the event.

FESTIVAL shall mean the sale of ethnic specialty, regional, and gourmet foods, arts and crafts, live musical entertainment, in an outdoor setting.

FIREWORKS STAND shall mean any portable building and/or structure used for the retail sale of fireworks, usually on a temporary basis.

FIREWORKS STORAGE shall mean any permanent building and/or structure where fireworks are stored for any portion of a year provided there is no retail sales made from the storage location. Said storage facility may also be used for the delivery and distribution of fireworks on a wholesale basis.

FLAMMABLE LIQUIDS shall mean any liquid which gives off flammable vapors, as determined by the flash point from an open cup tester as used for test of burning oils, at or below a temperature of 80 degrees Fahrenheit, is flammable.

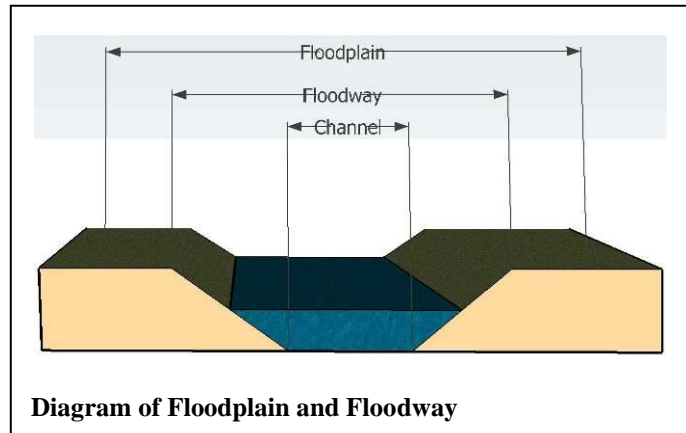
FLOOD (See Section 5.30 of this Ordinance)

FLOOD PLAIN (See Section 5.30 of this Ordinance)

FLOODWAY (See Section 5.30 of this Ordinance)

FLOOR AREA shall mean the floor area of a building as used in calculating the gross floor area ratio or as otherwise used in this ordinance, shall include all areas having headroom of 7 feet or more, including basement areas where they are used as a dwelling unit for sleeping accommodations, or other family eating or living purposes, but not including basement floor areas used for utility and storage purposes. Floor area for business and industrial buildings shall include all useable floor space above grade and that portion of basements used for the conduct of business or industry, but not including utility areas of said basements. Whenever the term "floor area" is used in this ordinance as a basis for requiring off-street parking for any structure, it shall be assumed that, unless otherwise stated, said floor area applies not only to the ground floor area but also to any additional stories of said structure. All horizontal dimensions shall be taken from the exterior faces of walls. An area may be surfaced with natural earth and still be considered a floor.

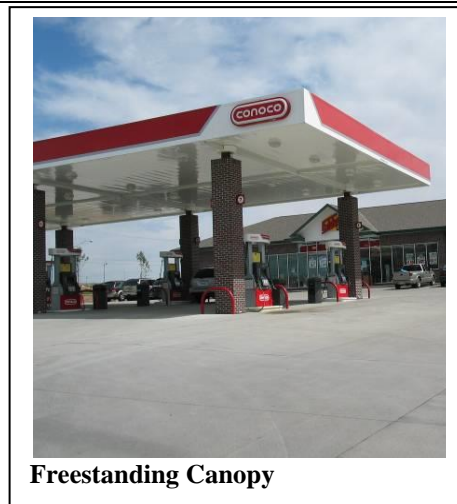
FOOD SALES shall mean establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.



1. **FOOD SALES (LIMITED)** shall mean food sales establishments occupying 10,000 square feet or less of space.
2. **FOOD SALES (GENERAL)** shall mean food sales establishments occupying more than 10,000 square feet of space. Typically, a supermarket.

FREESTANDING CANOPY shall mean a permanent, freestanding, unenclosed roof structure, typical of gas stations and financial institutions, designed to provide patrons shelter from the elements.

FRONTAGE shall mean that portion of a parcel of property which abuts a dedicated public street or highway. See also Lot Frontage and Street Frontage.



Freestanding Canopy

Section 2.10 **G**

GARAGE, PRIVATE shall mean a detached accessory building or a portion of a main building on the same lot as a dwelling for the housing of vehicles of the occupants of the dwelling, including carports.

GARAGE, PUBLIC shall mean any garage other than a private garage.

GARAGE, REPAIR shall mean a building designed and used for business purposes for the storage, care, repair, or refinishing of motor vehicles including both minor and major mechanical overhauling, paint, and body work. (See also “Service Station”)

GASOLINE STATIONS shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels (to include diesel, gasoline, compressed natural gas, or propane), lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair. Compressed natural gas storage tanks shall not be located closer than 20 feet to a residential property line. (*Ord. No. 3781, Oct. 13, 2014*)

GATED COMMUNITIES shall mean residential areas that restrict access to normally public spaces. These are subdivisions of usually high-end houses. The type of gates can range from elaborate guard houses to simple electronic arms.

GOLF COURSE shall mean a golf course as used herein shall mean standard sized layouts of at least nine holes and shall not include miniature golf courses, par 3 golf courses, pitch and putt courses or driving ranges.

GOVERNMENTAL SERVICES – ADMINISTRATIVE FACILITIES shall mean offices of Federal, State, County, or City Government which provide administrative, clerical, or public contact services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles.

GOVERNMENTAL SERVICES – MAINTENANCE AND SERVICE FACILITIES shall mean a public facility of Federal, State, County, or City Government used for maintenance, repair, vehicular equipment servicing, material storage, and similar activities including street or sewer yards, which have the characteristics of commercial or industrial activities.

GRADE shall mean the mean elevation of the ground, measured along the wall of a building, or a lot line, or the top of a street curb or official grade of a street curb not yet constructed, or an official grade of an alley surface, as appropriate to the context in which the term is used. In case walls are parallel to and within five feet of a sidewalk, the ground level shall be measured at the sidewalk.

GREEN BUILDING shall mean structures that incorporate the principles of sustainable design in which the impact of a building on the environment will be minimal over the lifetime of that building. Green buildings incorporate principles of energy and resource efficiency, practical applications of waste reduction and pollution prevention, good indoor air quality and natural light to promote occupant health and productivity,

and transportation efficiency in design and construction, during use and reuse. A building shall be considered "green" if it meets the requirements of the most current LEED certification criteria or any other nationally recognized green building certification program.

GREENHOUSE shall mean a building or premises used for growing plants, preparation of floral arrangements for off-site delivery to customers, cold storage of flowers or dry storage of materials used for agricultural or horticultural purposes.

GREENWAY shall mean a parcel or parcels of land, together with the improvements thereon, dedicated as an easement for access and/or recreation; usually a strip of land set aside for a walkway, bicycle trail, bridal path, or other similar access-way.

GROSS FLOOR AREA RATIO (G.F.A.R.) shall mean the floor area of a building divided by the area of the zoning lot as defined herein. (For example, a building one story high covering an entire lot would have a G.F.A.R. of 1.0, whereas a building two stories high covering an entire lot would have a G.F.A.R. of 2.0, while a building one story high covering half a lot would have a G.F.A.R. of 0.5). Both principal and accessory buildings shall be considered in calculating gross floor area.

GROSS LEASABLE AREA shall mean the total floor area designed for the tenants' occupancy and use, including basements, mezzanines, and upper floors, expressed in square feet and measured from the center line of joint partitions and from outside wall faces.

GROUND COVER shall mean plant material used in landscaping which remains less than 12 inches in height at maturity. (See also "Landscaping")

GROUND COVERAGE shall mean the area of a zoning lot occupied by buildings expressed as a percentage of the gross area of the zoning lot.

GROUND WATER shall mean water occurring beneath the surface of the ground that fills available openings in the rock or soil materials (whether created or natural) such that they may be considered saturated.

GROUP CARE HOME shall mean a home which is operated under the auspices of an organization which is responsible for providing social services, administration, direction, and control for the home which is designed to provide twenty-four-hour care for individuals in a residential setting. The term does not include any society, club, fraternity, sorority, association, lodge combine, federation, coterie, or like organization; any group of individuals whose association is temporary or seasonal in nature; or any group of individuals who are in a group living arrangement as a result of criminal offenses.

GROUP HOME FOR THE HANDICAPPED shall mean a dwelling with resident staff shared by four or more handicapped persons who live together as a single housekeeping unit and in a long term, family-like environment in which staff persons provide care, education, and participation in community activities for the residents with the primary goal of enabling the residents to live as independently as possible in order to reach their maximum potential. As used herein, the term "handicapped" shall mean having: (1) A physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently; or (2) A record of having such an impairment.

GROUP HOUSING shall mean two or more separate buildings on a lot, each containing one or more dwelling units.

GUEST ROOM shall mean a room which is designed to be occupied by one or more guests for sleeping purposes, having no kitchen facilities, not including dormitories.

GUNSMITH shall mean a shop that designs, makes or repairs firearms.

Section 2.11 **H**

HALF-STORY shall mean a story under a gable, hip or gambrel roof, plates of which are not more than three feet above the floor of such story.

HALFWAY HOUSE shall mean a licensed home for individuals on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, living together as a

single housekeeping unit, wherein supervision, rehabilitation and counseling are provided to mainstream residents back into society, enabling them to live independently.

HARD SURFACED shall mean any surface used for movement of vehicular and / or pedestrians which is properly designed and paved with either asphalt or concrete.

HAZARDOUS WASTE/MATERIALS shall mean waste products of industrial or chemical processes including finished surplus, used, contaminated, or unwanted fertilizer, herbicide, petroleum products, or other such processed waste material.

HEALTH RECREATION FACILITY shall mean an indoor or outdoor facility including uses such as game courts, exercise equipment, locker rooms, whirlpool spa and/or sauna and pro shop.

HEDGE shall mean a plant or series of plants, shrubs or other landscape vegetation, so arranged as to form a physical barrier or enclosure.

HOME IMPROVEMENT CENTER shall mean a facility of more than 40,000 square feet of gross floor area, engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, lumber, paint and glass, housewares and household appliances, garden supplies, and cutlery.

HOME BASED BUSINESS shall mean an "in-home" or "home based" business, industry or service (not including uses defined as Adult Entertainment Establishment) operating from a residential dwelling in a residential zoning district. Home based businesses shall be secondary and incidental in nature to the primary residential structure and/or property in all residential zoning districts. Home based businesses shall satisfy the standards set forth in Section 8.04 of these regulations and shall include the following such uses, except for welding, vehicle body repair, or dismantling and rebuilding of vehicles:

Art/craft making, seamstress services, professional offices (real estate/insurance/medical), multi-level marketing, vending services, service businesses (contracting/janitorial/mechanical), instruction (music), consulting, wholesale/catalogue sales, personal service (beauty/barber/massage/tattoo), shops, renting of rooms for residential purposes, business offices for services such as construction, repair and cosmetic services/sales rendered at other locations, internet business, and other similar uses.

Such uses include on-site sales and services and may include an employee not residing on the premises.

HOMEOWNERS ASSOCIATION shall mean a private, nonprofit corporation or association of homeowners of properties in a fixed area, established for the purpose of (i) owning, operating, and maintaining various common properties and facilities and/or (ii) establishing and enforcing rules for the homeowners who reside in such area.

HOTEL shall mean a building or portion thereof, or a group of buildings, offering transient lodging accommodations on a daily rate to the general public and providing services associated with restaurants, meeting rooms, and recreational facilities. The word "hotel" includes motel, inn, automobile court, motor inn, motor lodge, motor court, tourist court, motor hotel.

HOUSEHOLD PET shall mean an animal that is customarily kept for personal use or enjoyment within the home. For purposes of these regulations, household pets shall include domestic dogs, domestic cats, and pot-bellied pigs. Other typical household pets including but not limited to domestic tropical birds, fish, and rodents are not regulated by this definition. (*Ord. No. 3675, Aug. 13, 2012*)

Section 2.12 I

IMPERVIOUS SURFACE shall mean a surface that has been compacted or covered with a layer of material making the surface highly resistant to infiltration by water, such as rock, gravel, or clay and conventionally surfaced streets, sidewalks, parking lots, and driveways.

INCIDENTAL USE shall mean a use, which is subordinate to the main use of a premise.

INDUSTRY shall mean the manufacture, fabrication, processing reduction or destruction of any article, substance or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof and including storage elevators, truck storage yards, warehouses, wholesale storage and other similar types of enterprise.

INFILL DEVELOPMENT shall mean the construction of a building or structure on a vacant parcel located in a predominately built-up area.

INFILL SITE shall mean any vacant lot, parcel, or tract of land within developed areas of the City, where at least 80 percent of the land within a 300-foot radius of the site has been developed, and where water, sewer, streets, and fire protection have already been constructed or are provided.

INOPERABLE MOTOR VEHICLE shall mean any motor vehicle which: (1) Does not have a current state license plate; or (2) Which may or may not have a current state license plate but is disassembled or wrecked in part or in whole, or is unable to move under its own power, or is not equipped as required by Nebraska State Law for operation upon streets or highways. A vehicle which is wholly or partially dismantled shall not be considered inoperable when said vehicle is inside a completely enclosed building.

INTENSITY shall mean the degree to which land is used referring to the levels of concentration or activity in uses ranging from uses of low intensity being agricultural and residential to uses of highest intensity being heavy industrial uses. High intensity uses are normally uses that generate concentrations of vehicular traffic and daytime population and are less compatible with lower intensive uses.

INTENT AND PURPOSE shall mean that the Commission and Council by the adoption of this ordinance, have made a finding that the health, safety, and welfare of the Community will be served by the creation of the District and by the regulations prescribed therein.

Section 2.13 **J**

JUNK shall be any worn-out, cast-off, old, or discarded articles of scrap, copper, brass, iron, steel, rope, rags, batteries, paper, trash, rubber, debris, waste, dismantled or wrecked automobiles, or parts thereof, and other old or scrap ferrous or nonferrous material.

JUNK YARD shall mean a place where waste, discarded, or salvaged metals, building materials, paper, textiles, used plumbing fixtures, and other used materials are bought, sold, exchanged, stored, baled or cleaned; and places or yards for the storage of salvaged metal, materials, and equipment; but not including pawn shops and establishments for the sale, purchase, or storage of used cars or trucks in operable condition, boats or trailers in operable condition, salvaged machinery in operable condition, and used furniture and household equipment in useable condition, and not including the processing of used, discarded, or salvaged materials as part of manufacturing operations. For motor vehicles, see "Auto Wrecking".

Section 2.14 **K**

KENNEL, BOARDING AND TRAINING shall mean any lot or premises on which four or more dogs, cats or non-farm/non-domestic or any combination thereof, at least four months of age, are boarded, bred, or trained.

KENNEL, COMMERCIAL shall mean any lot or premises on which four or more dogs, cats or non-farm/non-domestic or any combination thereof (more than two dogs and two cats), at least four months of age, are groomed, bred, boarded, trained, or sold for a fee.

KENNEL, PRIVATE shall mean the keeping and raising of three or fewer dogs, cats, or non-farm/domestic animals or any combination thereof over four months of age for personal enjoyment of the owner or occupants of the property, and for which commercial gain is not the primary objective.

Section 2.15 **L**

LABORATORY shall mean a facility used for testing and analyzing medical and dental samples from off-site locations. Testing laboratories shall refer to soil and geotechnical research and analysis. Laboratories do not include human or animal research / testing facilities.

LAGOON shall mean a wastewater treatment facility which is a shallow, artificial pond where sunlight, bacterial action, and oxygen interact to restore wastewater to a reasonable state of purity. This includes both human and livestock wastes. All lagoons shall meet the design criteria and regulations established by the Nebraska Department of Environmental Quality and the Nebraska Department of Health and Human Services.

LANDFILL shall mean a disposal site employing a method of disposing solid wastes in a manner that minimizes environmental hazards in accordance with state and federal requirements.

LANDSCAPE shall mean plant materials, topography, and other natural physical elements combined in relation to one another and to man-made structures.

LANDSCAPING shall include the original planting of suitable vegetation in conformity with the requirements of this ordinance and the continued maintenance thereof.

LEED shall mean a professional credential that means Leadership in Energy and Environmental Design as administered and regulated by the United States Green Building Council.

LEED-ND shall mean a professional credential within the overall LEED program meaning Leadership in Energy and Environmental Design – Neighborhood Design as administered and regulated by United States Green Building Council.

LIFE CARE FACILITY shall mean a facility for the transitional residency of the elderly and/or disabled persons, progressing from independent living to congregate apartment living where residents share common meals and culminating in full health and continuing care nursing home facility. (See also “Congregate Housing”)

LIGHT CUT-OFF ANGLE shall mean an angle from vertical, extending downward from a luminaire, which defines the maximum range of incident illumination outward at the ground plane.

LIMITS OF GRADING shall mean the outermost edge of the area in which the existing topography is to be altered by excavation and/or filling.

LIVESTOCK shall mean animals associated with agricultural operation, commonly kept or raised as a part of an agricultural operation including but not limited to horses, cattle, sheep, swine, goats, chickens and turkeys.

LOADING SPACE shall mean an off-street space or berth on the same lot with a main building, or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading, and which abuts a street, alley, or other appropriate means of ingress and egress.

LOGISTICAL CENTER shall mean a business that contracts with third parties to perform shipping and storage. The majority of items shipped shall be routed from off-site location to off-site location without being stored on-site.

LONG-TERM CARE FACILITY shall mean a facility that provides the following services, as such are defined by state law: Nursing home facilities, boarding home, adult care home, assisted living facility, center for the developmentally disabled, group residence, swing bed.

LOT shall mean a parcel or tract of land which is or may be occupied by a use herein permitted, together with yards, and other open spaces herein required, that has frontage upon a street, and is a part of a recorded subdivision plat or has been recorded prior to the adoption of the ordinance, or a parcel of real property delineated on an approved record of survey, lot-split or sub-parceling map as filed in the office of the County Recorder and abutting at least one public street or right-of-way, two thoroughfare easements, or one private road.

LOT AREA shall mean the total area, on a horizontal plane, within the lot lines of a lot.

LOT, CORNER shall mean a lot located at the intersection of two or more streets at an angle of not more than 135 degrees. If the angle is greater than 135 degrees, the lot shall be considered an "Interior Lot". The setback for a front yard shall be met on the abutting street in which the house faces. The other yard abutting a street shall be a street side yard.

LOT COVERAGE shall mean the portion of a lot or building site which is occupied by any building or structure, excepting paved areas, walks and swimming pools, regardless of whether said building or structure is intended for human occupancy or not.

LOT, CURVED shall mean a lot fronting on the outside curve of the right-of-way of a curved street, which street has a centerline radius of 300 feet or less.

LOT DEPTH shall mean the horizontal distance between the front and rear lot lines measured in the mean direction of the side lot lines.

LOT, DOUBLE FRONTAGE shall mean a lot having a frontage on two non-intersecting streets as distinguished from a corner lot.

LOT, FLAG shall mean a lot with frontage and access provided to the bulk of the lot by means of a narrow corridor.

LOT FRONTAGE shall mean the side of a lot abutting on a legally accessible street/road right-of-way other than an alley or an unimproved county road. For the purposes of this definition, on corner lots, the side of a lot facing the front of the primary structure adjacent to street or road shall be considered frontage.

LOT, INTERIOR shall mean a lot other than a corner lot.

LOT LINE shall mean the property line bounding a lot.

LOT LINE, FRONT shall mean the property line abutting a street facing the front of the primary structure.

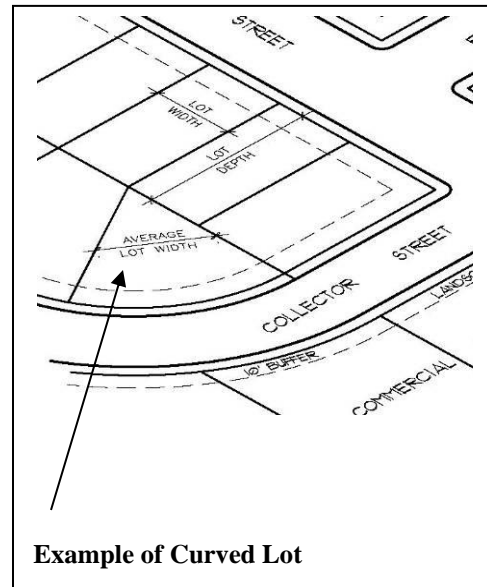
LOT LINE, REAR shall mean a lot line not abutting a street which is opposite and most distant from the front lot line.

LOT LINE, SIDE shall mean any lot line not a front lot line or rear lot line.

LOT LINE, STREET SIDE shall mean the property line abutting a street not facing the front of the primary structure.

LOT, NON-CONFORMING shall mean a lot having less area or dimension than that required in the district in which it is located and which was lawfully created prior to the zoning thereof whereby the larger area or dimension requirements were established, or any lot, other than one shown on a plat recorded in the office of the County Register of Deeds, which does not abut a public road or public road right-of-way and which was lawfully created prior to the effective date of this ordinance.

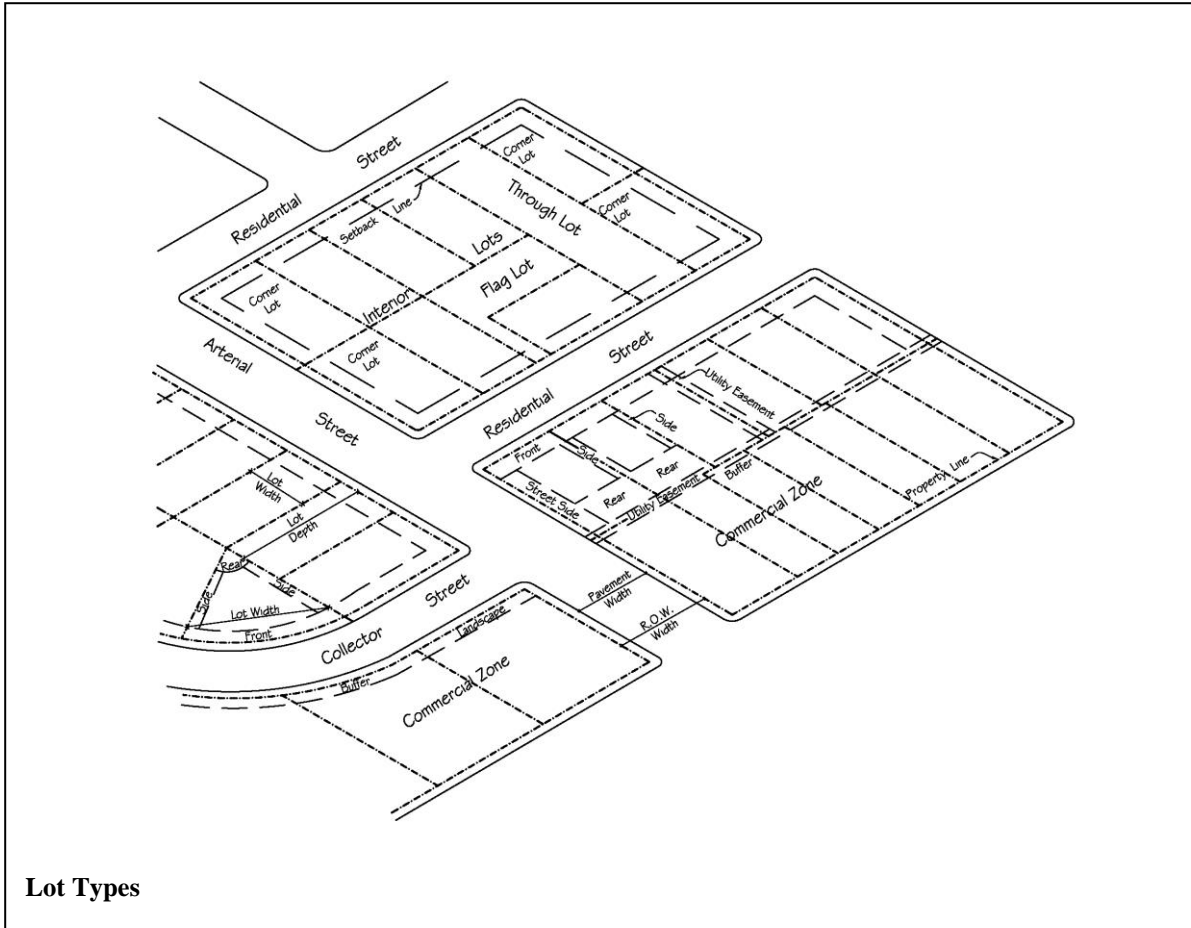
LOT, THROUGH shall mean a lot having frontage on two dedicated streets, not including a corner lot.



LOT OF RECORD shall mean a lot held in separate ownership as shown on the records of the County Register of Deeds at the time of the passage of a regulation or regulation establishing the zoning district in which the lot is located.

LOT, REVERSE CORNER shall mean a corner zoning lot, the side street line of which is substantially a continuation of the front lot line of the zoning lot to its rear.

LOT WIDTH shall mean the horizontal distance between the side lot lines, measured at the front yard



setback line.

LOT, ZONING shall mean a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street, or on the approved private street, and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record and portions of lots of record, or of portions of record;
4. A parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this ordinance.

Section 2.16 M

MAIL ORDER SERVICES shall mean an establishment primarily engaged in the retail sale of products by television, telemarketing, internet, catalog, and mail order. Such a use may include warehousing, shipping, and receiving of merchandise intended for retail sale.

MANUFACTURED HOME PARK shall mean a parcel of land under single ownership that has been planned and improved for the placement of manufactured housing used or to be used for dwelling purposes and where manufactured home spaces are not offered for sale or sold. The term "-manufactured park" does not include sales lots on which new or used manufactured homes are parked for the purposes of storage, inspection, or sale.

MANUFACTURED HOME SUBDIVISION shall mean any area, piece, parcel, tract(,) or plot of ground subdivided and used or intended to be used for the purpose of selling lots for occupancy by manufactured homes.

MANUFACTURING shall mean uses primarily engaged in the mechanical or chemical transformation of materials or substances into new products. These uses are usually described as plants, factories, or mills and characteristically use power driven machines and materials handling equipment. Uses engaged in assembling component parts of manufactured products are also considered manufacturing if the new product is neither a structure nor other fixed improvement. Also included is the blending of material such as lubricating oils, plastics, resins, or liquors. Manufacturing production is usually carried on for the wholesale market, for interplant transfer, or to order for industrial users, rather than for direct sale to the domestic consumer.

MANUFACTURING, LIGHT shall mean an establishment engaged in the indoor manufacturing, assembly, fabrication, packaging or other industrial processing of finished parts or products, primarily from previously prepared materials, or the indoor provision of industrial services. This term includes but is not limited to a business engaged in the processing, fabrication, assembly, treatment, or packaging of food, textile, leather, wood, paper, chemical, plastic, or metal products, but does not include basic industrial processing from raw materials.

MAP, OFFICIAL ZONING DISTRICT shall mean a map delineating the boundaries of zoning districts which, along with the zoning text, is officially adopted by the Bellevue City Council.

MASSAGE ESTABLISHMENT shall mean any building, room, place, or establishment other than a regularly licensed and established hospital or dispensary where non-medical or non-surgical manipulative exercises or devices are practiced upon the human body manually or otherwise by any person other than a licensed physician, surgeon, dentist, occupational and/or physical therapist, chiropractor, or osteopath with or without the use of therapeutic, electrical, mechanical, or bathing devices. Said establishment shall comply with all state regulations as per Section 71-1,278 through 71-1,283, Nebr. R.R.S., 1943.

MASTER FEE SCHEDULE shall mean a fee schedule maintained by the City of Bellevue and adopted, and amended periodically, which establishes the required fees to be collected for specific Planning, Zoning, Subdivision, and Building Inspection activities.

MECHANICAL EQUIPMENT shall mean equipment, devices, and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

MEDICAL/DENTAL OFFICES shall mean a building or portion of a building containing offices and facilities for providing medical, dental, and psychiatric services for outpatients only.

MEETING HALL shall mean a building designed for public assembly.

MINI-STORAGE OR MINI-WAREHOUSE (See “Self-Service Storage Facility”)

MISCELLANEOUS STRUCTURES shall mean structures, other than buildings, visible from public ways. Examples are: memorials, stagings, antennas, water tanks and towers, sheds, shelters, fences, and walls, kennels, transformers, drive-up facilities.

MIXED USE shall mean properties where various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design.

MODIFYING ZONE shall mean a zone which is dependent upon a primary zone(,) and which is designed to add to the primary zone a specific restriction or liberalization to meet specific location needs which if accomplished by an additional series of primary zones would make the ordinance unnecessarily lengthy and complicated.

MORTUARY shall mean an establishment in which the deceased are prepared for burial or cremation. The facility may include funeral services and spaces for informal gatherings or display of funeral equipment. This classification excludes cemeteries and crematories.

MOTEL shall mean a group of attached or detached living units with individual toilet facilities operated for transient guests and so constructed that guests' automobiles may be parked at or near the living unit. (See "Hotel")

MOTOR VEHICLE shall mean every self-propelled land vehicle, not operated upon rails, except mopeds and self-propelled wheelchairs.

Section 2.17 N

NEBRASKA REVISED REISSUED STATUTES, 1943 shall mean the Statutes for the State of Nebraska. The Nebraska Revised Reissued Statutes, 1943 and the abbreviated term Nebr. R.R.S., 1943 are one and the same.

NEWSSTAND shall mean a temporary structure manned by a vendor, who sells newspapers, magazines and other periodicals.

NIGHTCLUB shall mean a commercial establishment dispensing beverages for consumption on the premises and in which dancing is permitted or entertainment is provided. (See also "Bar")

NON-COMMUNITY WATER SUPPLY SYSTEM shall mean any public water supply system that is not a community water supply system.

NON-CONFORMING shall mean a building or use, or portion thereof, which was lawful when established but which does not conform to subsequently established zoning regulations.

NON-CONFORMING BUILDING or STRUCTURE shall mean a building or structure or portion thereof, lawfully existing at the time this ordinance or an amendment thereto becomes effective, which does not meet the size, height, yard, parking, loading, or other requirements of this ordinance or any amendment thereto.

NON-CONFORMING USE shall mean a use which lawfully occupies a building or land at the time this ordinance or an amendment thereto becomes effective but does not meet the requirements of this ordinance or any amendment thereto.

NON-FARM BUILDINGS are all buildings except those buildings utilized for agricultural purposes on a farmstead of twenty acres or more which produces one thousand dollars or more of farm products each year.

NUISANCE shall mean anything that interferes with the use or enjoyment of property, endangers personal health or safety, or is offensive to the senses such as noise, dust, odor, smoke, gas, pollution, congestion, lighting, and litter.

NURSERY shall mean the use of a premises for the propagation, cultivation, and growth of trees, shrubs, plants, vines, and the like from seed or stock, and the sale thereof, and including the sale of trees, shrubs, plants, vines, and the like purchased elsewhere and transplanted into the soil of the premises. In connection with the sale of plants, such fungicides, insecticides, chemicals, peat moss, humus, mulches, and fertilizers as are intended to be used in preserving the life and health of the plants may be sold.

NURSERY SCHOOL (See "Preschool")

Section 2.18 O

OFFICE shall mean a building or a portion of a building wherein services are performed involving, primarily, administrative, professional, or clerical operations.

OFFICE PARK shall mean a development which contains a number of separate office buildings, accessory and supporting uses, and open space all designed, planned, constructed, and maintained on a coordinated basis.

OFF-STREET PARKING AREA or VEHICULAR USE AREA shall refer to all off street areas and spaces designed, used, required, or intended to be used for parking, including driveways or access ways in and to such areas.

OPEN LOTS shall mean pens or similar concentrated areas, including small shed-type areas or open-front buildings, with dirt, or concrete (or paved or hard) surfaces, wherein animals or poultry are substantially or entirely exposed to the outside environment except for possible small portions affording some protection by windbreaks or small shed-type areas.

OPEN SPACE shall mean a parcel or parcels of land, together with the improvements thereon, primarily set aside for recreational use and enjoyment, exclusive of land areas used for streets, alleys, roads, driveways, parking areas, structures, and buildings.

OPEN SPACE, COMMON shall mean a separate and distinct area set aside as open space within or related to a development, and not on individually owned lots or dedicated for public use, but which is designed and intended for the common use or enjoyment of the residents of the development. Rights-of-way, private streets, driveways, parking lots or other surfaces designed or intended for vehicular use or required yards shall not be included as common open space.

OUTLOT shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued for any private structures, except signs.

OUTDOOR ADVERTISING shall include the definitions of "Advertising Structure" and "Sign".

OUTDOOR STORAGE shall mean the storage of any material for a period greater than 72 hours not in an enclosed building, including items for sale, lease, processing, and repair, including motor vehicles.

OVERLAY DISTRICT shall mean a district in which additional requirements act in conjunction with the underlying zoning district. The original zoning district designation does not change.

OWNER shall mean one or more persons, including corporations, who have title to the property, building or structure in question.

Section 2.19 P

PAINTBALL shall mean all guns and other devices used for the purpose of firing pellets containing a latex paint at a person or target.

PAINTBALL COURSE, COMMERCIAL shall mean a commercial recreational park containing obstacle courses for the purpose of staging paintball battles. Said facility generally collects a fee, either as membership or on a visit-by-visit basis that allows individuals to participate in paintball activities.

PAR-3 GOLF COURSE shall mean a golf course other than a miniature golf course and other than a golf course defined herein and having greens similar to a golf course and fairways of not less than 50 yards in length. A par-3 golf course may not be lighted unless so specified as permitted in the text of this ordinance.

PARCEL shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.

PARK shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.

PARKING AREA, PRIVATE shall mean an area, other than a street, used for the parking of automotive vehicles capable of moving under their own power and restricted from general public use.

PARKING AREA, PUBLIC shall mean an area, other than a private parking area or street used for the parking of vehicles capable of moving under their own power, either free or for remuneration.

PARKING SPACE, AUTOMOBILE shall mean an area, other than a street or alley, reserved for the parking of an automobile, such space having a dimension not less than 9 feet by 20 feet, plus such additional area as is necessary to afford adequate ingress and egress.

PARKWAY shall mean an arterial or collector roadway with full or partial control of access and located within a park or ribbon of park like development.

PERFORMANCE GUARANTEE shall mean a financial guarantee to ensure that all improvements, facilities, or work required by this Ordinance will be completed in compliance with these regulations as well as with approved plans and specifications of a development.

PERMANENT FOUNDATION shall mean a base constructed from either poured concrete or laid masonry rock or brick and placed on a footing located below ground level to a point below the frost line upon which a building or structure is permanently attached.

PERMANENTLY ATTACHED shall mean connected to real estate in such a way as to require dismantling, cutting away, or unbolting in order to remove, relocate, or replace.

PERMITTED USE shall mean any land use allowed without condition within a zoning district.

PERSON shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district or any other group or combination acting as an entity, except that it shall not include Bellevue, Nebraska.

PET HEALTH SERVICE (See “Animal Hospital”)

PET SHOP shall mean a retail establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry.

PLANNED UNIT DEVELOPMENT shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan.

PLANNING COMMISSION shall mean the Planning Commission of Bellevue, Nebraska.

PLANNING DIRECTOR MANAGER shall mean the person authorized and empowered by the City to interpret, administer, and enforce the requirements of this Ordinance.

PLANT MATERIALS shall mean trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.

PLAT shall mean a map showing the location, boundaries, and legal description of individual properties.

POLICY shall mean a statement or document of the City, such as the comprehensive plan, that forms the basis for enacting legislation or making decisions.

PORTABLE OUTDOOR STORAGE shall mean storage which does not take place within a building and typically includes the use of land/sea containers which are normally stored in the open and used for shipping purposes on large cargo ships, freight trains, and/or semi-trailer trucks.

POSTAL STATION shall mean a commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease.

POULTRY shall mean domestic fowl, chickens, ducks, geese, and similar fowl, but specifically excluding turkeys and guinea fowl.

PRESCHOOL shall mean an early childhood program which provides primarily educational services, where children do not nap and where children are not served a meal.

PREMISES shall mean a tract of land, consisting of one lot or irregular tract, or more than one lot or irregular tract, provided such lots or tracts are under common ownership, contiguous, and used as a single tract. A building or land within a prescribed area.

PRIMARY ZONE shall mean a zoning classification which can stand alone as a classification of a parcel of property.

PRINCIPAL PERMITTED USE shall mean that use of a zoning lot which is among the uses allowed as a matter of right under the zoning classification.

PROHIBITED USE shall mean any use of land, other than non-conforming, which is not listed as a permitted use or conditional use within a zoning district.

PROMOTIONAL DEVICE shall mean any sign intended to be displayed either with or without a frame, with or without characters, letters, illustrations, or other material, on a fabric of any kind. National flags, flags of political subdivisions, or symbolic flags of any institutions or business shall be considered a promotional device for the purpose of this definition. Banners, pennants, inflatable characters, streamers, or fringe-type ribbons or piping shall be considered as a promotional device.

PROPORTION shall mean a balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

PROTECTED ZONE shall mean all lands that fall outside the buildable areas of a parcel, all areas of a parcel required to remain in open space, and/or all areas required as landscaping strips according to the provisions of the Zoning Regulation.

PUBLIC FACILITY shall mean any building, location, or structure, owned by a public entity such as a library, fire station, school, park, and other similar facilities and uses.

PUBLIC SERVICES/USE shall mean a specified activity or area that either through actual public ownership or through dedication of easements allows the general public access and use.

PUBLIC UTILITY shall mean any business which furnishes the general public telephone service, telegraph service, electricity, natural gas, water and sewer, or any other business so affecting the public interest as to be subject to the supervision or regulation by an agency of the state or federal government.

PUBLIC WATER SUPPLY shall mean a water supply system designed to provide public piped water fit for human consumption, if such system has at least 15 service connections or regularly serves at least twenty-five individuals. This definition shall include: (1) Any collection, treatment, storage, or distribution facilities under the control of the operator of such system and used primarily in connection with such system; and (2) Any collection or pretreatment storage facilities not under such control which are used primarily in the connection with such system.

Section 2.20 Q

QUARRY shall mean an open pit from which building stone, sand, gravel, mineral, or fill is taken to be processed or used for commercial purposes.

Section 2.21 R

RAILROAD shall mean the land use including the R.O.W. abutting railroad properties occupied by uses pertinent to the railroad operation and maintenance, but not including properties owned by the railroad and leased for use by others.

RECREATIONAL FACILITY shall mean public or private facilities for the use by the public for passive and active recreation including tennis, handball, racquetball, basketball, track and field, jogging, baseball, soccer, skating, swimming, or golf. This shall include country clubs and athletic clubs, but not facilities accessory to a private residence used only by the owner and guests, nor arenas or stadiums used primarily for spectators to watch athletic events. In addition, recreational facilities shall mean museums, amphitheaters, ~~rae tracks~~ racetracks (including all motor-powered vehicles) and wildlife conservation areas (used for public viewing), and theme parks.

RECREATIONAL VEHICLE (RV) shall mean a vehicular unit less than 40 feet in overall length, 8 feet in width, or 12 feet in overall height, primarily designed as a temporary living quarter for recreational camping or travel use having either its own power or designed to be mounted on or drawn by a motor vehicle. Recreational vehicle includes motor home, truck camper, travel trailer, camping trailer, and fifth wheel. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

RECREATIONAL VEHICLE (RV) PARK shall mean a tract of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes by campers, vacationers, or travelers.

RECYCLING FACILITY shall mean any location where the primary use is where scrap or recyclable materials are stored, bought, sold, accumulated, exchanged, packaged, disassembled, or handled, including, but not limited to, scrap metals, paper, rags, tires, bottles, and other materials.

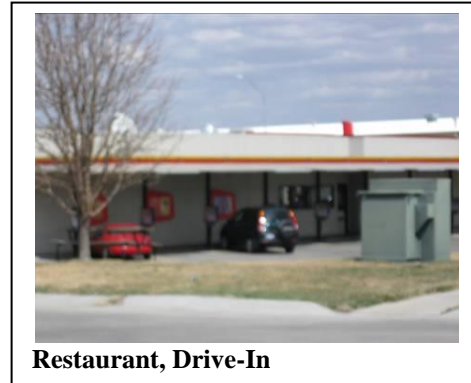
REDEVELOPMENT shall mean the act of preserving and/or rehabilitating existing buildings. In extreme cases, a building or structure could be demolished for the purpose of a new use or building.

RESERVATION CENTER shall mean a travel agency or other such agency involved in selling and arranging transportation, tours, trips, and accommodations for tourists.

RESIDENCE shall mean a building used, designed, or intended to be used as a home or dwelling place for one or more families.

RESTAURANT shall mean an establishment providing for the preparation, service, and consumption of food and beverages for retail sale primarily to persons seated within the building.

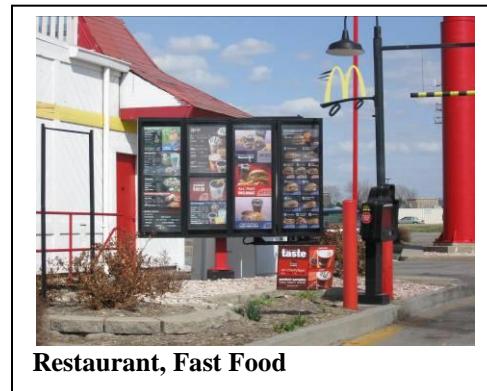
RESTAURANT, DRIVE-IN shall mean an establishment that has the facilities to serve prepared food and/or beverages to customers seated within motor vehicles for consumption either on or off the premises.



Restaurant, Drive-In

RESTAURANT, ENTERTAINMENT shall mean an establishment where food and drink are prepared, served, and consumed, within a building or structure that integrally includes electronic and mechanical games of skill, simulation, and virtual reality, play areas, video arcades or similar uses, billiards, and other forms of amusement.

RESTAURANT, FAST FOOD shall mean an establishment whose principal business is the sale of food and/or beverages in ready-to-consume individual servings, for consumption either within the establishment, for carryout, drive-thru or drive-in; and where food and/or beverages are usually served in paper, plastic, or other disposable containers.



Restaurant, Fast Food

RESTAURANT (GENERAL) shall mean a restaurant which is housed in a space of over 3,000 square feet and characterized by table service to customers for consumption within the establishment.

RESTAURANT (LIMITED) shall mean a restaurant which is housed in a space of no more than 3,000 square feet and characterized by table service to customers and/or accommodation to walk-in clientele for consumption within the establishment.

RETAIL TRADE or USE shall mean uses primarily engaged in selling merchandise for personal or household consumption and rendering services incidental to the sale of goods. Uses engaged in retail trade sell merchandise to the general public or to households for personal consumption.

RETENTION BASIN shall mean a pond, pool, or basin used for the permanent storage of storm water runoff.

REVERSE SPOT ZONING shall mean an arbitrary zoning or rezoning of a small tract of land that is not consistent with the comprehensive land use plan and that uniquely burdens an individual owner largely to secure some public benefit. Reverse spot zoning usually results from downzoning a tract of land to a less intensive use classification than that imposed on nearby properties.

REZONING shall mean an amendment to or change in the zoning regulations either to the text or map or both.

REZONING, PIECEMEAL shall mean the zoning reclassification of individual lots resulting in uncertainty in the future compatible development of the area.

RIGHT-OF-WAY shall mean an area or strip of land, either public or private, on which an irrevocable right of passage has been dedicated, recorded, or otherwise legally established for the use of vehicles or pedestrians or both.

ROAD shall mean the same as "Street".

ROAD, PRIVATE shall mean a way, other than driveways, open to vehicular ingress and egress established for the benefit of certain, adjacent properties not to exceed more than four lots served by such road. (See also "Right-of-Way" and "Street")

ROAD, PUBLIC shall mean a public right-of-way reserved or dedicated for street or road traffic. (See also "Right-of-Way" and "Street")

ROOM shall mean an un-subdivided portion of the interior of a dwelling unit, excluding bathroom, kitchen, closets, hallways, and service porches.

Section 2.22 S

SALVAGE YARD shall mean businesses engaged in the storage, collection, purchase, sale, salvage, or disposal of machinery, parts and equipment that are a result of dismantling or wrecking, including scrap metals or other scrap materials, with no burning permitted. (See also "Junk Yard")

SCALE shall mean a proportional relationship of the size of parts to one another and to the human figure.

SCHOOL, PRE-, OR NURSERY shall mean a school or center for children under school age, whether licensed as a day care center or not, shall be approved by the Nebraska State Fire Marshall as being in safety conformance with the National Fire Protection Association, Pamphlet 101, known as the Life Safety Code and shall be approved by the Nebraska Department of Health and Welfare as meeting their health and welfare standards.

SCHOOL, PRIVATE shall mean facilities which conduct regular academic instruction for a profit, such as commercial schools, private trade schools, and business schools.

SCREENING shall mean a structure or planting that conceals from view from public ways the area behind such structure or planting.

SEASONAL USE shall mean those land uses and structures that are operated during specific seasons of the year, i.e., Christmas tree sales and haunted houses.

SELECTIVE CLEARING shall be the careful and planned removal of trees, shrubs, and plants using specific standards and protection measures.

SELF-SERVICE STATION shall mean an establishment where motor fuels are stored and dispensed into the fuel tanks of motor vehicles by persons other than the service station attendant and may include facilities available for the sale of other retail products.

SELF-SERVICE STORAGE FACILITY shall mean a facility consisting of a building or a group of buildings containing varying sizes of enclosed, individualized storage areas, for the purpose of storing personal and/or household goods.

SEPARATE OWNERSHIP shall mean ownership of a parcel of land by a person who does not own any of the land abutting such parcel.

SERVICE STATIONS shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

SETBACK LINE, FRONT YARD shall mean the line which defines the depth of the required front yard. Said setback line shall be parallel with the R.O.W. line.

SETBACK LINE, REAR YARD OR SIDE YARD shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the district.

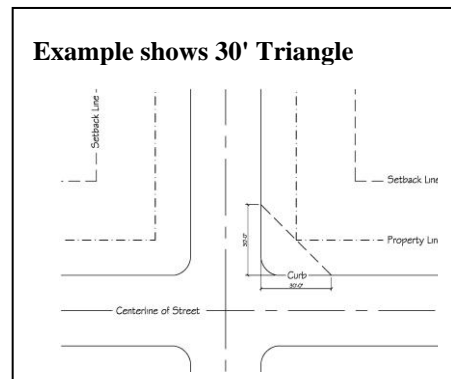
SEXUALLY ORIENTED BUSINESSES shall mean any business which offers its patrons services, products or entertainment characterized by an emphasis on matter depicting, exposing, describing, discussing, or relating to "specified sexual activities" or "specified anatomical areas," including, but without limitation, adult bookstores, adult motion picture theaters, adult saunas, adult companionship establishments, adult health clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotel or motel, adult internet industries, adult massage parlor/health club, and adult body painting studios. Such businesses are regulated by Chapter 2.5 of the Bellevue Municipal Code.

SHOPPING CENTER shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

SHOPPING CENTER, COMMERCIAL STRIP shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one City block or more. Includes individual buildings on their own lots, with on-site parking and small linear shopping centers with on-site parking in front of the stores.

SHOPPING CENTER, OUTLET shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and city clustered style centers.

SIDEWALK CAFE shall mean an area adjacent to a street level eating or drinking establishment located adjacent to the public pedestrian walkway and used exclusively for dining, drinking, and pedestrian circulation. The area may be separated from the public sidewalk by railings, fencing, or landscaping or a combination thereof.



SIGHT TRIANGLE is an area at a street intersection (or street and railroad) in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 30 inches and 10 feet above the grades of the bottom of the curb of the intersecting streets, measured from the corner points of the curb, 30 feet in each direction along the curb for signs and 45 feet in each direction for fences. At the intersection of major or arterial streets, the 30 and 45-foot distance may be increased to at least 60 and 90 feet respectively for each arterial leg of the intersection. The required distance may be increased based upon subdivision design and speed limits along major or other arterials.

SIGN (See Article 7 of this Ordinance)

SIMILAR USE shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities.

SITE BREAK shall mean a structural or landscape device to interrupt long vistas and create visual interest in a site development.

SITE PLAN (See "Development Concept Plan")

SITE, SEPTIC shall mean the area bounded by the dimensions required for the proper location of the septic tank system.

SKATE, IN-LINE shall mean a boot-type device, which is placed on an individual's feet. In-line skates contain wheels on the bottom of the boot, which are attached in linear fashion.

SKATE PARK shall mean a recreational facility containing skateboard ramps and other obstacle courses and devices for use with skateboards and in-line skates.

SKATEBOARD shall mean a foot board mounted upon four or more wheels and is usually propelled by the user who sometimes stands, sits, kneels, or lays upon the device while it is in motion.

SKATEBOARD PIPE shall mean an outdoor structure which is shaped into a half circle or oval, that are designed and principally intended to permit persons on skateboards to move continuously from one side to the other.

SKATEBOARD RAMP shall mean an outdoor structure with an upward inclined surface, essentially one of the sides of a pipe, which are designed and principally intended to permit persons on skateboards to move from horizontal to vertical and back to horizontal.

SLUDGE shall mean solids removed from sewage during wastewater treatment and then disposed of by incineration, dumping, burial, or land application.

SOLAR CONVERSION SYSTEM (SCS) shall mean any device such as a solar panel, Solar Array, or Solar Collector or any combination thereof, which collects and converts solar energy to a form of useable electrical energy and/or supplies electrical energy to an energy storage device. *(Ord. No. 4055, Oct. 5, 2021)*

SOLID WASTE shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

SOLID WASTE COMPANY shall mean any company or firm that takes away, removes, or transfers solid wastes from one location to another through the use of vehicles or rail cars.

SPOT ZONING shall mean an arbitrary zoning or rezoning of a small tract of land that is not consistent with the comprehensive land use plan and primarily promotes the private interest of the owner rather than the general welfare. Spot zoning usually results from an upzoning to a more intensive use classification.

STABLE shall mean a facility, either as a principal or accessory use, that is designed for the maintenance, rental, or storage of non-domesticated animals.

STANDARD SYSTEM shall mean a sewage treatment system employing a building sewer, septic tank, and a standard soil absorption system.

STATE shall mean the State of Nebraska.

STORAGE shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than 30 days.

STOREFRONT shall mean the public-accessible entrance(s) to a commercial use visible from a private/public street or sidewalk.

STORM DRAIN shall mean a conduit that carries natural storm and surface water drainage but not sewage and industrial wastes, other than unpolluted cooling water.

STORMWATER DETENTION shall mean any storm drainage technique that retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells, or any combination thereof. Said detention shall be designed by a licensed professional engineer and approved by the City

STORMWATER MANAGEMENT shall mean the collecting, conveyance, channeling, holding retaining, detaining, infiltrating, diverting, treating, or filtering of surface water, or groundwater, and/or runoff, together with applicable managerial (non-structural) measures.

STORMWATER RETENTION AREA shall mean an area designed by a licensed professional engineer and approved by the City to retain water to control the flow of stormwater.



STORMWATER RUNOFF shall mean surplus surface water generated by rainfall that does not seep into the earth but flows over land to flowing or stagnant bodies of water.

STORY shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

STORY, ONE-HALF shall mean the same as "Half-Story".

STREET shall mean the entire width between property lines of a way or place dedicated or acquired for the purpose of public use for vehicular traffic or access including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare except as excluded in this ordinance and other than an alley. Where a way or place exists by virtue of consent agreement or an established public right, then for the purposes of this ordinance the way or place shall be considered to be 60 feet in width falling half on each side of the centerline of the traveled way. Where the dimensions set out in a consent agreement exceed 60 feet, then the larger dimension shall govern.

STREET, ARTERIAL shall mean a street designed with the primary function of efficient movement of through traffic between and around areas of a City, or county with controlled access to abutting property.

STREET CENTERLINE shall mean the centerline of a street right-of-way as established by official surveys.

STREET, COLLECTOR shall mean a street or highway, which is intended to carry traffic from minor streets to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development.

STREET, CURVILINEAR shall mean local streets that deviate from straight alignment and change direction without sharp corners or bends.

STREET, EXPRESSWAY shall mean a street or road that provides fast and efficient movement of large volumes of vehicular traffic between areas and does not provide direct access to property.

STREET FRONTAGE shall mean the distance for which a lot line of a zoned lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

STREET, FRONTAGE ACCESS shall mean a street parallel and adjacent to a major street, major inter-regional highway, or major collection road and primarily for service to the abutting properties and being separated from the major street by a dividing strip.

STREET HARDWARE shall mean man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers, letter boxes, fire hydrants.

STREET, LOCAL shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

STREET, LOOPED shall mean a continuous local street without intersecting streets and having its two outlets connected to the same street.

STREETS, MAJOR shall mean a street or highway used primarily for fast or high-volume traffic, including expressways, freeways, boulevards, and arterial streets.

STREET, PRIVATE shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties.

STREET, SIDE shall mean that street bounding a corner or reversed corner lot, and which extends in the same general direction as the line determining the depth of the lot.

STREETSCAPE shall mean the scene as may be observed along a public street or way composed of natural and man-made components, including buildings, paving, plantings, street hardware, and miscellaneous structures.

STRUCTURE shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

STRUCTURE, ADVERTISING shall mean the same as "Advertising Structure".

STRUCTURAL ALTERATION shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

SUBDIVISION shall mean the division of land, lot, tract, or parcel into two or more lots, parcels, plats, or sites, or other divisions of land for the purpose of sale, lease, offer, or development, whether immediate or future. The term shall also include the division of residential, commercial, industrial, agricultural, or other land whether by deed, metes, and bounds description, lease, map, plat, or other instrument.

SURFACE WATERS shall mean all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, springs, canal systems, drainage systems, and all other bodies or accumulations of water, natural or artificial, public or private, situated wholly or partly within or bordering upon the state. See also Waters of the State.

SWIMMING POOL shall mean a structure, and all appurtenant equipment, constructed either above or below grade with a depth of at least 18 inches utilized for the purposes of swimming, diving, or wading.

(Ord. No. 3774, August 11, 2014)

Section 2.23 T

TANNING SPA or SALON shall mean any business that uses artificial lighting systems to produce a tan on an individual's body. These facilities may be either a stand-alone business or as an accessory use in spas, gymnasiums, athletic clubs, health clubs, and styling salons. This use is not included with any type of adult entertainment establishment.

TATOO PARLOR / BODY PIERCING STUDIO shall mean an establishment whose principal business activity is the practice of tattooing and/or piercing the body of paying customers.

TELECOMMUNICATIONS FACILITY shall mean any facility that transmits and/or receives signals by electromagnetic or optical means, including antennas, microwave dishes, horns, or similar types of equipment, towers or similar structures supporting such equipment, and equipment buildings.

TEMPORARY STRUCTURE shall mean a structure without any foundation or footing and erected for a period not to exceed 120 days in any 12-month period; provided, however, construction trailers may be erected in excess of such 120-day period for the duration of the construction project. Temporary structures shall meet all required setbacks of the appurtenant zoning district or be a minimum of 15' from any right-of-way; whichever is greater. Temporary structures shall not be erected in the sight triangle, as defined in this ordinance. Temporary structures shall comply with all applicable building, electrical, and fire codes. *(Ord. No. 3714, April 8, 2013)*

TEMPORARY USE shall mean a use intended for limited duration, not to exceed six months, to be located in a zoning district not permitting such use.

THEATER shall mean a building or structure used for dramatic, operatic, motion pictures, or other performance, for admission to which entrance money is received and no audience participation or meal service.

TOWER shall mean a structure situated on a site that is intended for transmitting or receiving television, radio, or telephone communications. (See also "Antenna")

TOWNHOUSE shall mean a one-family dwelling unit, with a private entrance, which part of a structure whose dwelling units are attached horizontally in a linear arrangement and having a totally exposed front and rear wall to be used for access, light, and ventilation.

TRAILER shall mean a vehicle without motive power, designed so that it can be drawn by motor vehicle, to be used for the carrying of persons or property, or as human habitation. However, a structure which meets the requirements of the Building Code of the City of Bellevue in all ways, including foundation, is not a trailer, whether or not it was once a vehicle.

TRANSFER STATION (REFUSE) shall mean any enclosed facility where solid wastes, trash, or garbage is transferred from one vehicle or rail car to another or where solid wastes, trash, or garbage is stored and consolidated before being transported for disposal elsewhere.

TRUCK REPAIR shall mean the repair, including major mechanical and body work, straightening of body parts, painting, welding, or other work that may include noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in gasoline service stations, of trucks having a hauling capacity of over one ton and buses but excluding pickups and other vehicles designed for the transport of under eight passengers.

Section 2.24 U

UPZONING shall mean a change in zoning classification of land to a more intensive or less restrictive district such as from residential district to commercial district or from a single(-)family residential district to a multiple family residential district.

USE shall mean the purpose or activity for which land or buildings are designed, arranged, or intended or for which land or buildings are occupied or maintained.

USE, ACCESSORY shall mean a use customarily incidental to a principal permitted use or building and located on the same zoning lot with such principal use or building.

USE, BEST shall mean the recommended use or uses of land confined in an adopted comprehensive plan. Such use represents the best use of public facilities, and promotes health, safety and general welfare.

USE, HIGHEST shall mean an appraisal or real estate market concept that identifies the use of a specific tract of land that is most likely to produce the greatest net return on investment.

USE, PERMITTED shall mean any land use allowed without condition within a zoning district.

USE, PROHIBITED shall mean any use of land, other than non-conforming, which is not listed as a permitted use or conditional use within a zoning district.

USE, PRINCIPAL shall mean the main use of land or structure, as distinguished from an accessory use.

USE, SPECIFICALLY EXCLUDED shall mean a use of land or a structure which is excluded from a zone by the operation of other regulations of the zone, but which is specifically enumerated as excluded for purposes of clarity of intent and ease of reference.

USED MATERIALS YARD shall mean any lot or a portion of any lot used for the storage of used materials. This shall not include "Junk Yards" or "Automobile Wrecking Yards".

UTILITY EASEMENT shall mean the same as "Easement".

UTILITY HARDWARE shall mean devices such as poles, crossarms, transformers and vaults, gas pressure regulating assemblies, hydrants, and buffalo boxes that are used for water, gas, oil, sewer, and electrical services to a building or a project.

UTILITIES, OVERHEAD OR UNDERGROUND "LOCAL DISTRIBUTION" SYSTEM OF shall mean the local service distribution circuit or lines and related appurtenances served from a substation, town border station, reservoir, or terminal facility which is served from a main supply line, main transmission line, or main feeder line as may be applicable to electric, communications, gas, fuel, petroleum, fertilizer, or other chemical utilities. Local electric distribution systems shall be limited to include all lines and appurtenances carrying a primary voltage of less than 161 KV from an electric transformer substation to the consumer. The local telephone distribution system shall be limited to include the local exchange lines, the local toll lines, and the local communications equipment facilities structure.

UTILITIES, OVERHEAD OR UNDERGROUND "TRANSMISSION LINE, SUPPLY LINE, WHOLESALE CARRIER OR TRUNK LINE, MAIN FEEDER LINE", or other applicable designation shall mean the main supply or feeder line serving a local distribution system of utilities and shall include but is not limited to pumping stations, substations, regulating stations, generator facilities, reservoirs, tank farms, processing facilities, terminal facilities, towers, and relay stations, and treatment plants.

UTILITY SERVICE shall mean any device, including wire, pipe, and conduit, which carries gas, water, electricity, oil and communications into a building or development.

Section 2.25 **V**

VARIANCE shall mean a relief from or variation of the provisions of this Ordinance, other than use regulations, as applied to a specific piece of property, as distinct from rezoning.

VEGETATION shall mean all plant life; however, for purposes of this Zoning Regulation it shall be restricted to mean trees, shrubs, and vines.

VETERINARY SERVICES shall mean a building or part of a building used for the care, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention. Such clinics may or may not also provide long-term lodging for ill or unwanted animals or lodging for healthy animals on a fee basis. Such clinics may or may not also provide general grooming practices for such animals.

VIEW shall mean a range of sight including pleasing vistas or prospects or scenes. Views include but are not limited to the sight of geologic features, water, skylines, bridges, and distant cities.

VIEW CORRIDOR shall mean the line of sight identified as to height, width, and distance of an observer looking toward an object of significance to the community or the route that directs a viewer's attention.

VIEW PROTECTION REGULATIONS shall mean the regulations that protect the view of or from particular points, usually via height limitations.

VISITABILITY HOME shall mean a residence for anyone that provides basic access for everyone, and containing at a minimum the following:

5. One zero-step on an accessible route;
6. All main floor interior doors, including bathrooms, with 32 inches of clear passage space; and
7. At least a half bath on the main floor.

VISUAL IMPACT shall mean a modification or change that could be either compatible or incompatible with the scale, form, texture, or color of the existing natural or man-made landscape.

VOCATIONAL OR SPECIAL TRAINING FACILITIES shall mean a specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the zone. Incidental instructional services in conjunction with another primary use shall not be included in this definition.

Section 2.26 **W**

WAREHOUSE shall mean a building used primarily for the storage of goods and materials.

WAREHOUSE AND DISTRIBUTION shall mean a use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment.

WASTEWATER LAGOON (See "Lagoon")

WATERS OF THE STATE shall mean all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water surface or underground, material or artificial, public or private, situated wholly within or bordering upon the state.

WETLAND shall mean an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that, under normal circumstances, does support, a prevalence of vegetation typically adapted for life in saturated soiled conditions, commonly known as hydrophytic vegetation.

WHOLESALE ESTABLISHMENT shall mean an establishment for the on-premises sales of goods primarily to customers engaged in the business of reselling the goods.

WHOLESALE TRADE shall mean a use primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. The principal types of establishments included are: Merchant wholesalers; sales branches and sales offices (but not retail stores) maintained by manufacturing enterprises apart from their plants for the purpose of marketing their products; agents, merchandise or commodity brokers, and commission merchants; petroleum bulk storage, assemblers, buyers, and associations engaged in cooperative marketing of farm products. The chief functions of uses in wholesale trade are selling goods to trading establishments, or to industrial, commercial, institutional, farm and professional; and bringing buyer and seller together. In addition to selling, functions frequently performed by wholesale establishments include maintaining inventories of goods; extending credit; physically assembling, sorting and grading goods in large lots, breaking bulk and redistribution in smaller lots; delivery; refrigeration; and various types of promotion such as advertising and label designing.

WILDLIFE shall mean animals or plants existing in their natural habitat.

WIND ENERGY SYSTEM shall mean a wind-driven machine that converts wind energy into electrical power for the primary purpose of resale or off-site use.

WINERY shall mean any enterprise which produces and sells wines produced from grapes, other fruit, or other suitable agricultural products of which at least seventy-five percent is grown in this state.

WIRELESS COMMUNICATIONS TOWER shall mean a structure designed and constructed to support one or more antennas used by commercial wireless telecommunication facilities and including all appurtenant devices attached to it. A tower can be freestanding (solely self-supported by attachment to the ground) or supported (attached directly to the ground with guy wires), of either lattice or monopole construction.

Section 2.27 X

Section 2.28 Y

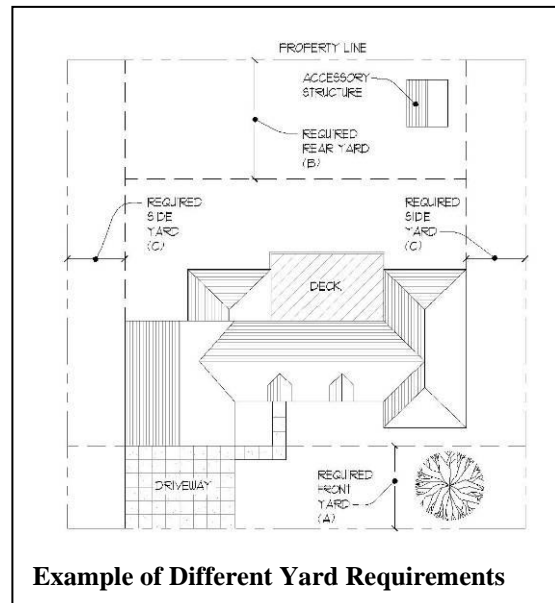
YARD shall mean any open space on the same lot with a building or a dwelling group, which open space is unoccupied and unobstructed from the ground upward to the sky, except for building projections or for accessory buildings or structures permitted by this ordinance.

YARD, FRONT shall mean a space between the front yard setback line and the front lot line or highway setback line and extending the full width of the lot.

YARD, REAR shall mean a space between the rear yard setback line and the rear lot line, extending the full width of the lot.

YARD, SIDE shall mean a space extending from the front yard, or from the front lot line where no front yard is required by this ordinance, to the rear yard, or rear lot line where no rear yard is required, between a side lot line and the side yard setback line.

YARD, STREET SIDE (OF CORNER) shall mean an open space extending from the front yard to the rear lot line, between the main building and the right-of-way line of the street, unoccupied and unobstructed by



Example of Different Yard Requirements

buildings or structures from the ground upward except as provided herein, the depth of which shall be measured as the least distance between the street right-of-way line and the side yard setback line.

Section 2.29 Z

ZONING, LOT shall mean a single tract of land, located within a single block, which at the time of filing for a building permit or a certificate of occupancy, is designated by the owner or developer as a tract to be used, developed, or built upon as a unit, under single or unified ownership or control, and assigned to the particular use, building or structure, for which the building permit or certificate of occupancy are issued and including such area of land as may be required by the provisions of this ordinance for such use, building, or structure. (See also “Lot, Zoning”)

ZONING ADMINISTRATOR shall mean the same as “Planning ~~Director~~ Manager.”

ZONING DISTRICT shall mean the same as "District."

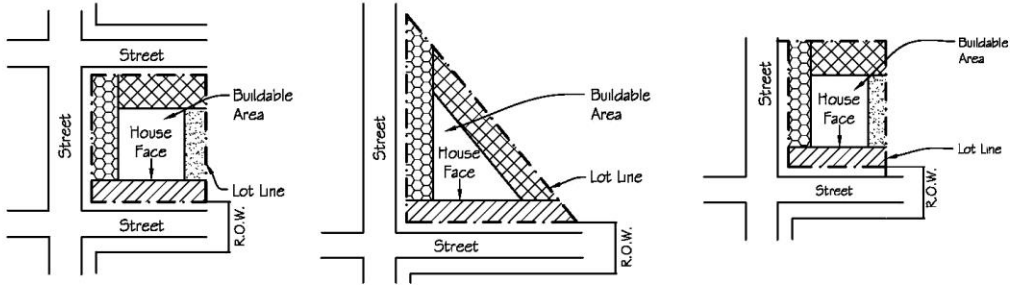
ZONING DISTRICT, CHANGE OF shall mean the legislative act of removing one or more parcels of land from one zoning district and placing them in another zoning district on the zone map of the City.

ZOO shall mean an area, building, or structures which contain wild animals on exhibition for viewing by the public.

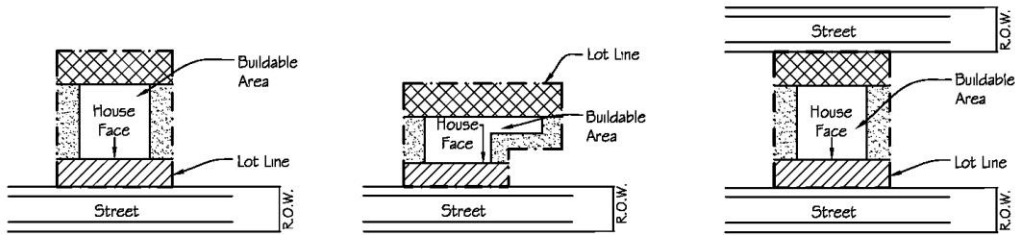
ZOO ANIMALS shall mean those animals that are kept in either a zoo or private zoo which are not native to Nebraska or the Great Plains region.

ZOO, PRIVATE shall mean any lot, building, structure, enclosure, or premises whereupon or wherein are kept by any person, other than a municipal corporation, the United States, the state, or any other political subdivision thereof, two or more wild animals, whether such keeping is for pleasure, profit, breeding, or exhibiting, and including places where two or more wild animals are boarded, kept for sale or kept for hire.

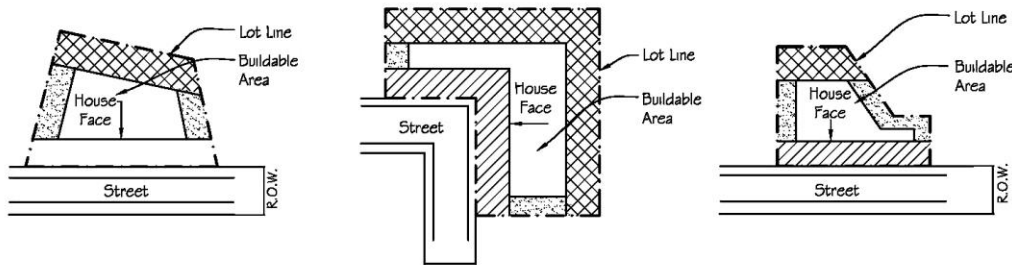
Corner Lot Scenarios



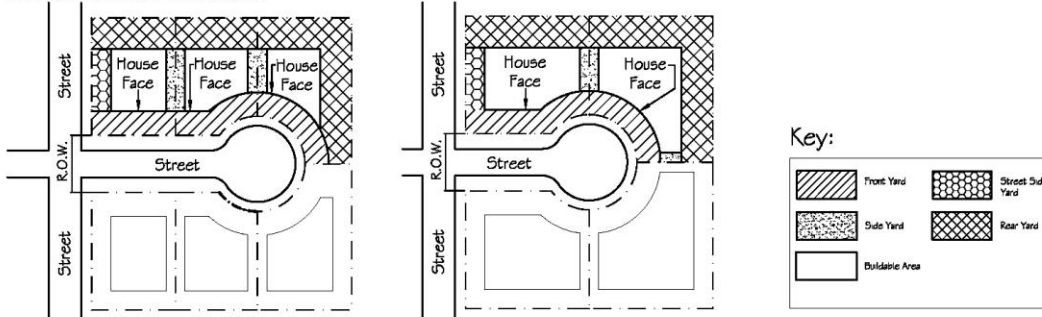
Interior Lot Scenarios



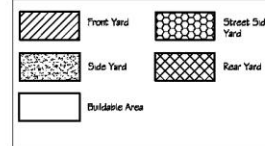
Odd-Shaped Lot Scenarios



Cul-de-sac Lot Scenarios



Key:



ARTICLE 3: DISTRICTS AND OFFICIAL MAP

Section 3.01 Districts

In order to regulate and restrict the height, location, size and type of buildings, structures and uses allowed on land in the City and the area within the prescribed extraterritorial jurisdiction of the City as allowed under Nebraska Revised Statutes, the City is hereby divided into districts.

Section 3.02 Provision for Official Zoning Map

3.02.01 The City is hereby divided into districts, as shown on the Official Zoning Map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this Ordinance. The Official Zoning Map shall be identified by the signature of the Mayor, attested by the City Clerk, and bearing the seal of the City under the following words: "This is to certify that this is the Official Zoning Map referred to in Section 3.02 of Ordinance No. _____ of the City of Bellevue, Nebraska", together with the date of the adoption of this Ordinance.

If, in accordance with the provisions of this Ordinance, changes are made in the district boundaries or other matter portrayed on the Official Zoning Map, such changes shall be entered on the Official Zoning Map promptly after the amendment has been approved by the City Council.

3.02.02 In the event that the Official Zoning Map becomes damaged, destroyed, lost or difficult to interpret because of the nature or number of changes and additions, the City Council may by resolution adopt a new Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omissions in the prior Official Zoning Map, but no such correction shall have the effect of amending the original Official Zoning Map or any subsequent amendment thereof. The new Official Zoning Map shall be identified by the signature of the Mayor attested by the City Clerk and bearing the seal of the City under the following words: "This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted _____ by Ordinance No. _____ of the City of Bellevue, Nebraska."

Unless the prior Official Zoning Map has been lost, or has been totally destroyed, the prior map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment.

ARTICLE 4: GENERAL PROVISIONS

Section 4.01 Planning Commission Recommendations

Pursuant to Section §19-901 et. seq., Nebraska Reissue Revised Statutes, 1943, it shall be the purpose of the Planning Commission to recommend the boundaries of the various original districts and appropriate regulations to be enforced therein.

The Commission shall make a preliminary report and hold public hearings thereon before submitting its final report, and the City Council shall not hold its public hearings or take action until it has received the final report of the Commission.

Section 4.02 District Regulations, Restrictions, Boundary Creation

No such regulation, restriction, or boundary shall become effective until after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearings shall be given by publication thereof in a paper of general circulation in the City at least one time 10 days prior to such hearing.

Section 4.03 Jurisdiction

The provisions of this Ordinance shall apply within the corporate limits of the City of Bellevue, Nebraska, and within the territory beyond said corporate limits as prescribed under Nebraska Revised Statutes, as established on the map entitled "The Official Zoning Map of the City of Bellevue, Nebraska", and as may be amended by subsequent annexation.

4.03.01 Annexation

Any land subsequently annexed to the City of Bellevue shall upon such annexation automatically be classified in the same zone existing under the extra territorial extension of this ordinance and remain so zoned until an amendment to this ordinance shall place such annexed land in a different zone or zones. The Planning and Zoning Commission shall review the zoning classification of any annexed land and shall report thereon to the City Council giving their recommendation as to the proper classification. Said report shall be submitted within six (6) months of the effective date of the annexation.

Section 4.04 Provisions of Ordinance Declared to be Minimum Requirements

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements, adopted for the promotion of the public health, safety, morals, or general welfare. Whenever the provisions of this Ordinance require a lower height of building or lesser size of yards, courts or other spaces, or require a lower height of building or lesser number of stories or require a greater percentage of lot to be left unoccupied or impose other higher standards than are required in any other ordinance, the provisions of this Ordinance shall govern. Wherever the provisions of any other ordinance requires a greater width or size of yards, courts, or other open spaces, or requires a lower height of building or a lesser number of stories or require a greater percentage of lot to be left unoccupied or impose other higher standards than are required by the provisions of this Ordinance, the provisions of such ordinance shall govern.

Section 4.05 Zoning Affects Every Building and Use

No building or land shall hereafter be reused and no building or part thereof shall be erected, moved or altered unless for a use expressly permitted by and in conformity with the regulations herein specified for the district in which it is located, except that any structure damaged or destroyed may be restored if such structure does not involve a non-conforming use.

Section 4.06 Lot

4.06.01 Every building hereafter erected, reconstructed, converted, moved or structurally altered shall be located on a lot or lot of record and in no case shall there be more than one principal building on a lot unless otherwise provided.

4.06.02 More than one principal building of a single permitted use, may be located upon a lot or tract in the following instances if approved by the City Council.

1. Institutional buildings
2. Public or semi-public buildings
3. Multiple-family dwellings
4. Commercial or industrial buildings
5. Home for the aged
6. Agricultural buildings

4.06.03 In order to facilitate the enforcement of this ordinance the device of zoning lots as defined herein shall be used. A parcel of land shall be designated and suitably recorded by the Building Inspector as forming the site of each new building, structure or use of land or the site of any building structure or use of land designated for any alteration or modification requiring a building permit or certificate of occupancy. Said parcel shall conform in dimensions and area to the provisions of this ordinance. A zoning lot may or may not coincide with platted lot lines. Each zoning lot shall front on a public street of not less than 25 feet in width for a distance of not less than 20 feet or shall have an exclusive, unobstructed easement of not less than 20 feet in width and not to exceed 150 feet in length.

Section 4.07 Through Lots

4.07.01 Through Lots shall follow the following criteria:

1. Where a Through Lot abuts a major thoroughfare, such as Highway 370, Highway 75, and Fort Crook Road, and access is made from the other frontage street and access along said thoroughfare is restricted, the Rear Yard setback for fences and screening devices shall be zero feet. The Rear Yard setback for accessory buildings shall follow the prescribed setback within the zoning district.
2. Where a Through Lot is part of a triple frontage lot and abuts a major thoroughfare, the Rear Yard shall meet the standards of 4.07.01 (1), while the other two frontages shall be treated as a Corner Lot with a Front Yard setback and a Street Side Yard setback.
3. Where a Through Lot occurs, other than along a major thoroughfare, the following shall apply:
 - A. Where all principal structures in the development face the same frontage, then the Rear Yard setback for fences and screening shall be zero feet and all accessory buildings shall meet the prescribed setback within the zoning district. This shall apply similarly at triple frontage lots, provided the remaining two frontages are treated like a typical Corner Lot.
 - B. Where principal structures face different directions along both frontages, the Rear Yard setback for fences and screening shall be the same as any prescribed Rear Yard setback within the zoning district. This shall apply similarly at triple frontage lots, provided the remaining two frontages are treated like a typical Corner Lot. All accessory buildings in this condition, shall comply with the minimum Rear Yard setbacks rather than the reduced setback allowed for accessory buildings.

Section 4.08 Reductions in Lot Area Prohibited

No lot, even though it may consist of one or more adjacent lots of record, shall be reduced in area so that yards, lot area, lot width, building area, or other requirements of this Ordinance are not maintained. This section shall not apply when a portion of a lot is acquired for a public purpose.

Section 4.09 Obstructions to Vision at Street Intersections Prohibited

On a corner lot or street median/island, within the area formed by the property lines at a distance of 30 feet from their intersections, there shall be ~~not~~ no obstruction to vision between a height of 30 inches and a height of 10 feet above the grades of the bottom of the curb of the intersecting streets. At the intersection of major or other arterial streets, the 30-foot distance may be increased by the city. The requirements of this section shall not be deemed to prohibit any necessary retaining wall approved by the City or State. The City has the right to increase this distance based upon subdivision design and speed limits along major or other arterials.

All landscaping materials or structures installed in the street/road right-of-way, including islands, medians, roundabouts, and chicanes, shall be at least 50% non-opaque between the heights of 30 inches and 10 feet, unless approved by the City, to reduce vision and hearing obstruction and the interference with pedestrian or vehicular traffic in any way. All signs shall be kept clear of a triangular area formed by the intersection of street curbs measured 30 feet in each direction of the intersection.

Section 4.10 Yard Requirements

- 4.10.01 Yard requirements shall be set forth under the Schedule of Lot, Yard, and Bulk Requirements for each zoning district. Front, street side, side and rear yards shall be provided in accordance with the regulations hereinafter indicated and shall be unobstructed from the ground level to the sky, except as herein permitted.
- 4.10.02 All accessory buildings that are attached to principal buildings (e.g., attached garages) shall comply with the yard requirements of the principal building, unless otherwise specified.
- 4.10.03 No open space surrounding any building shall be encroached upon or reduced in any manner, except in conformity with the yard, lot area, and building location regulations herein designated for the zone in which such building or open space is located. No yard, off-street parking space, off-street loading space, or other open space surrounding any building for the purpose of complying with the provisions of this ordinance except as otherwise specified herein, shall be considered as providing a yard or open space for any other building, and no yard or other open space on one platted lot shall be considered as the required open space on another platted lot unless the other platted lot is in the same ownership and is declared as a single zoning lot in the application for a building permit for an existing building. The required yard or open space for any

use, building or structure shall be contained in the same zone as required for the principal use, its buildings or accessory buildings.

No lot, yard, off-street loading space, off-street parking space or other open space required for an existing building by the regulations contained herein shall be hereafter reduced in dimension or area below the minimum requirements set forth herein for said building or structure, except to provide for the extension, establishment or widening of a public street or highway.

Section 4.11 Exceptions and Encroachments in Required Yards

The following shall not be considered to be obstructions when located in the required yards:

- 4.11.01 *All Yards:* Steps and accessibility ramps used for wheelchair and other assisting devices which are four feet or less above grade which are necessary for access to a permitted building or for access to a lot from a street or alley; recreational and laundry-drying equipment; approved freestanding signs; arbors and trellises; flag poles; window unit air conditioners projecting not more than 18 inches into the required yard; and fences or walls subject to applicable height restrictions, cantilevers and/or fireplaces not more than 24 inches into the required yard, are permitted in all yards.
- 4.11.02 *Front Yards:*
1. Bay windows projecting three feet or less into the yard are permitted.
 2. Where 40 percent or more of the lots on one side of a street between two intersection streets is developed with buildings that have observed a variation of 5 feet or less, a front yard greater in depth than herein required, new buildings shall not be erected closer to the street than the front yard so established by the existing buildings except that no building shall be required to provide a front yard greater than 40 feet.
 3. Where 40 percent or more of the frontage on one side of the a street between two intersecting streets are developed with buildings that have a front yard of less depth than herein required then:
 - A. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum front yard shall be a line drawn between the two closest front corners of the adjacent building on each side; or
 - B. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on one side only, such building may be erected as close to the street as the existing adjacent building.
- 4.11.03 *Rear and Side Yards:* Open off-street parking spaces or outside elements of central air conditioning systems.
- 4.11.04 *Double Frontage Lots:* The required front yard shall be provided on each street, unless otherwise provided.
- 4.11.05 *Building Groupings:* For the purpose of the side yard regulation a group of business or industrial buildings separated by a common party wall shall be considered as one building occupying one lot.
- 4.11.06 *Eaves, Cornices, Sills and Other Architectural Features:* Cornices, eaves, canopies, belt courses, sills, ornamental features, and other similar architectural features may project not more than one foot into any required yard or into any required open space, provided that such required yard or open space meets the current minimum yard standards, except that eaves may encroach 3 feet into a yard space when such yard space is 10 feet or more in width.
- 4.11.07 *Chimneys:* Chimneys when not more than 4 feet wide may extend one foot into any required yard space. Chimneys including those in excess of four feet wide may extend 2 feet into any yard space when such yard is 10 feet in more in width.
- 4.11.08 *Porches, Decks, and Terraces:* Open, uncovered porches, decks, or terraces no higher than the first floor above grade on the side of the building to which they are appurtenant and in no event higher than 30 inches above grade of the lot on the side of the building where such porch, deck, or terrace is located, may extend three (3) feet into any required side yard or 10 feet into any required front yard or any desired distance into any required rear yard. An open, uncovered porch, deck or terrace not exceeding the height limitations of the zoning district may extend up to 10 feet into any required rear yard. No railing or other barrier higher than 36 inches shall be placed around such porch, deck or terrace and no such barrier which interferes appreciably with the passage of light or air shall be within five (5) feet of any property line, except as otherwise provided in this ordinance. Any such porch, deck or terrace when located on a lot at the intersection of two streets or a street and an alley shall comply with the provisions designed to ensure proper sight distances as set forth in this ordinance for fences and hedges. Any side yard on a corner lot when such side yard is 20 feet or more in width may be considered as a front yard for the purposes of determining permitted encroachments. On any lot with a rear yard setback of 35 feet or greater, covered porches, decks, patios, or terraces attached to the rear of a single-family dwelling and no higher than thirty (30) inches above grade, may extend up to ten (10) feet into the rear yard setback. A covered porch, deck, patio, or terrace shall not be enclosed by walls, windows, screens or other material in such a manner that this material extends more than 36 inches above the floor of the porch, deck, patio or terrace.
- 4.11.09 *Petition:* Upon petition of the majority of the property owners of the lots between two intersecting streets, the City Council, after receiving a recommendation from the Planning Commission, may establish a front yard line closer than the minimum front yard required provided the owners can present evidence the lots were originally platted under a previous zoning regulation allowing a front yard space less than what is required. The front yard line established shall not be less than the minimum front yard required under the previous zoning regulation.
- 4.11.10 *Existing Platting:* A single family dwelling may be built on any platted lot of record containing 75 percent of the required lot area for the district in which the lot is located if said lot was in separate ownership and

separate control at the effective date of this ordinance, provided the front, side and rear yard requirements for the district in which the lot is located are met and provided dwellings are permitted in the district in which the lot of record is located. It is not the intention of this exception to allow building as a matter of right on a platted parcel which was never intended as a building site, but rather was numbered on a plat for identification on purposes under a scheme in which multiple lots were intended to provide one building site.

- 4.11.11 *Steep Slopes*: Automobile storage garages may be allowed within a required front or side yard when such garage will be entirely below the grade of the lot, and after a finding by the Board of Adjustment that topographic conditions make such a location necessary that such orientation will not create a hazard to automobile or pedestrian traffic in the street, and that such orientation will be in harmony with the character of development of the neighborhood.
(Ord. No. 3858, October 10, 2016)

Section 4.12 Exceptions and Permitted Modifications of Height Regulations

Any structure hereafter erected or altered shall comply with the height limitations of the zone in which it is located except as specified below. However, no exception listed below shall exceed the height restrictions of an aircraft approach and turning zone.

- 4.12.01 The height limitations of this Ordinance shall not apply to the following, provided no such structure is over 75 feet in height:

Belfries	Public Monuments
Chimneys	Ornamental Towers and Spires
Church Spires	Radio and Television
Conveyors	Towers less than 75 feet in height
Cooling Towers	Silos
Elevator Bulkheads	Smokestacks
Fire Towers	Stage Towers or Scenery Lots
Water Towers and Standpipes	Tanks
Flag Poles	Air-Pollution Prevention Devices

- 4.12.02 When permitted in a district, public or semi-public service buildings, hospitals, institutions, schools, or water reservoir towers may exceed the height limits of the zone in which they are located to a height not exceeding 75 feet, provided that such buildings and structures shall provide at least one additional foot of yard space on each side for each additional foot that such building or structure exceeds the specified height limit of the zone in which it is located and further provided that a finding is made by the Board of Adjustment that such additional height will not be materially detrimental to surrounding property.

Section 4.13 Accessory Building and Uses

- 4.13.01 No accessory building shall be constructed upon a lot prior to beginning construction of the principal building, except in the AG District.
- 4.13.02 No detached accessory building or structure shall exceed the maximum permitted height of the district.
- 4.13.03 No accessory building shall be erected in or encroach upon the required front yard or street side yard on a corner lot.
- 4.13.04 Detached accessory buildings or structures which require a permit as provided in the Uniform Administrative Code shall be located no closer than 6 feet to any other accessory or principal building or structure.
- 4.13.05 All accessory buildings, regardless of zoning district, shall be subordinate to the principal building with regard to size and building footprint except in the AG Agriculture District.
- 4.13.06 All accessory buildings shall be to the rear of the principal structure unless otherwise specified.
- 4.13.07 The side or rear yard setback for an accessory structure having vehicular access through said yard to an alley, public street, private road, or ingress/egress easement shall be a minimum of 15 feet.
- 4.13.08 Service station pumps and pump island may occupy the required yards, provided, however, that they are not less than 15 feet from street lines.
- 4.13.09 *Accessory Buildings in Residential Districts*
Accessory buildings shall be permitted in all residential zoning districts in accordance with the following guidelines:
1. All accessory buildings shall be set back a minimum of five (5) feet from side and rear lot lines, and accessory buildings shall not be allowed within an existing easement.
 2. The maximum height of an accessory building, as measured from grade level at the front of the building to the highest ridgeline of the accessory building, shall be fifteen (15) feet, provided one (1) additional foot of height shall be permitted for every two (2) feet of additional setback from the minimum setback from the nearest boundary line, but in no event shall an accessory building be taller than the highest

- ridgeline of the principal building on the lot, as measured in feet from grade level at the front of the principal building to the highest ridgeline of the principal building.
3. Accessory buildings shall be permitted in the side yard provided they meet the minimum setback of the zoning district and are constructed with frost-free footings.
 4. Unless otherwise provided, on lots one acre in size or smaller, the footprint of accessory buildings may be no larger than the greater of seven hundred fifty (750) square feet or fifty (50) percent of the building footprint of the principal structure on the lot, but in no event greater than one thousand two hundred (1,200) square feet. The area of eaves or overhangs greater than two (2) feet in depth shall be included in the building footprint area.
 5. Unless otherwise provided, on lots greater than one acre in size, the footprint of accessory buildings may be no larger than one thousand two hundred (1,200) square feet. The area of eaves or overhangs greater than two (2) feet in depth shall be included in the building footprint area.
 6. The total square footage of the principal building and any accessory buildings on a lot shall not exceed the maximum ground coverage permitted in the zoning district.
- 4.13.10 *Accessory Buildings in Commercial Districts*
Accessory buildings in commercial zoning districts shall be permitted in accordance with the following guidelines:
1. The accessory building may occupy any part of the zoning lot which the principal structure is permitted to occupy.
 2. Accessory buildings may be no larger than the footprint of the principal structure and may not exceed the height of the principal building.
 3. Ground coverage limitations of the zoning district shall not be exceeded.
- (Ord. No. 3853, July 11, 2016)

Section 4.14 Drainage

No building, structure, or use shall be erected on any land, and no change shall be made in the existing contours of any land, including any change in the course, width, or elevation of any natural or other drainage channel, that will obstruct, interfere with, or substantially change the drainage from such land to the detriment of neighboring lands. Anyone desiring to build or otherwise change the existing drainage situation shall be responsible for providing to the City or their designated agent with data indicating that such changes will not be a detriment to the neighboring lands.

Section 4.15 Occupancy of Basements and Cellars

No basement or cellar shall be occupied for residential purposes until the remainder of the building has been substantially completed.

Section 4.16 Non-Conforming, General Intent

It is the intent of this ordinance to permit lawful non-conformities to continue until they are removed, but not encourage their survival. Such uses are declared by this ordinance to be incompatible with permitted uses in the districts involved. It is further the intent of this ordinance that non-conformities shall not be enlarged upon, expanded or extended nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district except as may be authorized in this ordinance.

Section 4.17 Non-conforming Lots of Record

In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provision of this ordinance, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this ordinance. This provision shall apply even though such lot fails to meet the requirements for area or width, or both that are generally applicable in the district provided that the yard dimensions and other requirements not involving area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located; that such lot has been owned separately and individually from adjoining tracts of land at a time when the creation of a lot of such size and width at such location would have been lawful; and has remained in separate and individual ownership from adjoining lots or tracts of land continuously during the entire period in which this or previous ordinance would have prohibited creation of such lot. Variance of area and yard requirements shall be obtained only through action of the Board of Adjustment.

Section 4.18 Non-conforming Structures

- 4.18.01 *Authority to continue:* Any structure which is devoted to a use which is permitted in the zoning district in which it is located, but which is located on a lot which does not comply with the applicable lot size requirements and/or the applicable bulk regulations, may be continued, so long as it remains otherwise lawful, subject to the restrictions of this section.
- 4.18.02 *Enlargement, Repair, Alterations:* Any such structure described in Section 4.18.01 may be enlarged, maintained, repaired or remodeled, provided, however, that no such enlargement, maintenance, repair or remodeling shall either create any additional nonconformity or increase the degree of existing nonconformity

of all or any part of such structure, except that as to structures located on a lot that does not comply with the applicable lot size requirements, the side yard requirements shall be in conformance with this section, and unless otherwise permitted by or as specified in the Residential District. All enlargements shall meet all existing required setbacks unless provided elsewhere in this Ordinance.

- 4.18.03 **Damage or Destruction:** In the event that any structure described in Section 4.18.01 is damaged or destroyed, by any means, to the extent of more than 60 percent of its structural value, exclusive of land and foundations, such structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located; provided that structures located on a lot that does not comply with the applicable lot size requirements in Section 4.17, shall not have a side yard of less than five feet. When a structure is damaged to the extent of less than 60 percent of its structural value, no repairs or restoration shall be made unless a building permit is obtained and restoration is actually begun within six calendar months after the date of such partial destruction. If construction is not commenced within six calendar months, the use of said land or structure shall thereafter conform with the provisions of this ordinance.
- 4.18.04 **Moving:** No structure shall be moved in whole or in part for any distance whatever, to any other location on the same or any other lot unless the entire structure shall thereafter conform to the regulations of the zoning district in which it is located after being moved.

Section 4.19 Non-conforming Uses

- 4.19.01 **Non-conforming Uses of Land:** Where at the effective date of adoption or amendment of this ordinance, lawful use of land exists that is made no longer permissible under the terms of this ordinance as enacted or amended, such use may be continued so long as it remains otherwise lawful, subject to the following provisions:
1. No such non-conforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this ordinance;
 2. No such non-conforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this ordinance;
 3. If any such non-conforming use of land ceases for any reason for a period of more than 12 consecutive months, any subsequent use of such land shall conform to the regulations specified by this ordinance for the district in which such land is located.
- 4.19.02 **Non-conforming Uses of Structures:** If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this ordinance, that would not be allowed in the district under the terms of this ordinance, the lawful use may be continued so long as it remains otherwise lawful subject to the following provisions:
1. No existing structure devoted to a use not permitted by this ordinance in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to use permitted in the district in which it is located;
 2. Any non-conforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this ordinance but no such use shall be extended to occupy any land outside such building;
 3. If no structural alterations are made, any non-conforming use of a structure or structures and premises may be changed to another non-conforming use provided that the Planning Commission and City Council, after each has completed a Public Hearing as per State Statute, either by general rule or by making findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming use. In permitting such change, the Planning Commission and/or City Council may require appropriate conditions and safeguard in accord with the provisions of this ordinance;
 4. Any structure, or structure and land in combination, in any or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure is located and the non-conforming use may not thereafter be resumed;
 5. When a non-conforming use of a structure or structure and premises in combination is discontinued or abandoned for 12 consecutive months, the structure or structure and premises in combination shall not thereafter be used except in conformance with the regulations of the district in which it is located;
 6. Where non-conforming use status is applied to a structure and premises in combination, removal or destruction of the structure shall eliminate the non-conforming status of the land.

Section 4.20 Repairs and Maintenance

- 4.20.01 On any building devoted in whole or in part to any non-conforming use, work may be done in any period of 12 consecutive months on ordinary repairs or on repair or replacement of non-bearing walls, fixtures, wiring or plumbing provided that the cubic content of the building as it existed at the time of passage of amendment of this ordinance shall not be increased.

- 4.20.02 Nothing in this ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Section 4.21 Amortization and Discontinuance of Certain Uses

There are found to be certain uses of land, buildings and structures which have an adverse effect on the carrying out of the comprehensive plan and which can reasonably be discontinued after a reasonable time irrespective of aforesaid rules as to non-conforming uses. The following uses shall be removed or made conforming with the specified amortization period. Said amortization period shall commence upon the effective date of this ordinance.

- 4.21.01 Fences, walls and foliage which constitute a hazard by virtue of impairing sight distances at a curve or intersection shall be made conforming within one calendar year.
- 4.21.02 All provisions in business and industrial zones of this ordinance setting forth specifications for the operation of a business or industry involving fencing or shielding shall be complied with within one calendar year.
- 4.21.03 Non-conforming open storage operations, such as truck parking, automobile wrecking, salvage material storage and similar uses not involving fencing or shielding shall be complied with within one calendar year.

Section 4.22 Uses under Conditional Use Permit not Non-conforming Uses

Any use for which a conditional use permit is issued as provided in this ordinance shall not be deemed a non-conforming use but shall without further action be deemed a conforming use in such district.

Section 4.23 Fees

All fees for any zoning or subdivision related action shall be required prior to the issuance or investigation of any said permit request. Fees shall be a part of the Master Fee Schedule adopted by the City Council by separate Resolution.

Section 4.24 Prohibited Uses

All uses not specifically listed within a particular zoning district are deemed to be prohibited until some point where this Ordinance is amended to include a given use.

ARTICLE 5: ZONING DISTRICTS

5.01	Districts; Uses
5.02	Districts; Boundaries
5.03	District Boundaries; Interpretation
5.04	Districts; Classification of Districts upon Annexation and Conformance with Land Use Plan
5.05	District (AG); Agricultural
5.06	District (RA); Residential Agriculture
5.07	District (RE); Residential Estates
5.08	District (RS-120); Single-Family Residential
5.09	District (RS-84); Single-Family Residential
5.10	District (RS-72); Single-Family Residential
5.11	District (RD-60); Duplex Residential
5.12	District (RG-50); General Residential
5.13	District (RG-28); General Residential
5.14	District (RG-20); General Residential
5.15	District (RG-8); General Residential
5.16	District (M); Modified Residential District
5.17	District (PUD); Planned Unit Development District District (PS); Planned Subdivision
5.18	District (PO); Parking Overlay District
5.19	District (MU); Mixed Use District
5.20	District (BN); Neighborhood Business District
5.21	District (BNH); Heavy Neighborhood Business District
5.22	District (BG); General Business District
5.23	District (BGM); Metropolitan General Business District
5.24	District (BGH); Heavy General Business District
5.25	District (PCO); Planned Center Overlay District
5.26	District (FX); Flex Space District
5.27	District (ML); Light Manufacturing District
5.28	District (MH); Heavy Manufacturing District
5.29	District (AICUZ); Air Installation Use Zone
5.30	District (FF/FW); Flood Plain District
5.31	District (OTO); Olde Towne Overlay District
5.32	District (CO); Conservation Overlay District
5.33	District (FGZ); Federal Government Zone / Non-Regulated

Section 5.01 Districts; Use

For the purpose of this Ordinance, the Municipality is hereby divided into 27 districts, designated as follows:

(AG)	Agricultural (20 acres or more)
(RA)	Residential Agricultural (5 acres or more)
(RE)	Residential Estates (1 acre)
(RS-120)	Single-Family Residential (12,000 sq. ft.)
(RS-84)	Single-Family Residential (8,400 sq. ft.)
(RS-72)	Single-Family Residential (7,200 sq. ft.)
(RD-60)	Duplex Residential (6,000 sq. ft.)
(RG-50)	General Residential (5,000 sq. ft.)
(RG-28)	General Residential (5,000 sq. ft.)
(RG-20)	General Residential (5,000 sq. ft.)
(RG-8)	General Residential (5,000 sq. ft.)
(BN)	Neighborhood Business (7,500 sq. ft.)
(BNH)	Heavy Neighborhood Business (7,500 sq. ft.)
(BG)	General Business (zero sq. ft.)
(BGM)	Metropolitan General Business (zero sq. ft.)
(BGH)	Heavy General Business (zero sq. ft.)
(FX)	Flex Space (10,000 sq. ft.)
(ML)	Light Manufacturing (10,000 sq. ft.)
(MH)	Heavy Manufacturing (10,000 sq. ft.)
(FGZ)	Federal Government Zone / Non-Regulated

(M)	Modified Residential (Overlay)
(PUD)	Planned Unit Development (Overlay) (PS) Planned Subdivision (Overlay)
(PO)	Parking (Overlay)
(MU)	Mixed Use (Overlay)
(PCO)	Planned Center (Overlay)
(AICUZ)	Air Installation Use Zone (Overlay)
(FF/FW)	Flood Plain (Overlay)
(OTO)	Olde Towne (Overlay)
(CO)	Conservation (Overlay)

Section 5.02 Districts; Boundaries

The boundaries of the districts are hereby established as shown on the maps entitled "Official Zoning Map of the City of Bellevue, Nebraska." Said maps and all explanatory matter thereon accompany and are hereby made a part of this Ordinance as if fully written herein. The Official Zoning District Map shall be identified by the signature of the Mayor and attested by the City Clerk. No changes shall be made on the Zoning District Map except as may be required by amendments to this Ordinance. Such changes shall be promptly indicated on the Zoning District Map with the Ordinance number, nature of change, and date of change noted on the map. (Ref. §19-904 RS Neb.)

Section 5.03 Rules for Interpretation of District Boundaries

Where uncertainty exists as to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:

- 5.03.01 Boundaries indicated as approximately following the center lines of streets, highways, or alleys shall be construed to follow such center lines;
- 5.03.02 Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;
- 5.03.03 Boundaries indicated as approximately following City limits shall be construed as following such City limits;
- 5.03.04 Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
- 5.03.05 Boundaries indicated as following shorelines shall be construed to follow such shorelines, and in the event of change in the shoreline shall be construed as moving with the actual shoreline; boundaries indicated as approximately following the center lines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such center lines;
- 5.03.06 Boundaries indicated as parallel to or extensions of features indicated in subsections 5.03.01 – 5.03.05 above shall be so construed. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map;
- 5.03.07 Where physical or cultural features existing on the ground are at variance with those shown on the Official Zoning Map, or in other circumstances not covered by subsections 5.03.01 – 5.03.06 above, the Board of Adjustment shall interpret the district boundaries;
- 5.03.08 Where a district boundary line divides a lot which was in single ownership at the time of passage of this Ordinance, The Board of Adjustment may permit the extension of the regulations for either portion of the lot not to exceed 50 feet beyond the district line into the remaining portion of the lot.

Section 5.04 Classification of Districts Upon Annexation and Conformance with the Land Use Plan

Areas annexed into the corporate limits of Bellevue shall be zoned to conform to the Land Use Plan.

- 5.04.01 All uses not specifically listed are hereby prohibited

Section 5.05 AG Agricultural District

5.05.01 Intent: The Agricultural District is established for the purpose of preserving agricultural resources within the extraterritorial jurisdiction of Bellevue and is unlikely to be compatible with adjacent urban growth within the planning period. However, it is not intended for commercial feedlot operations for livestock or poultry because these uses are 1) not in the identified growth areas for the community, and 2) accommodating very low-density residential development, the district is designed to limit urban sprawl.

5.05.02 Permitted Uses:

The following principal uses are permitted in the AG District.

1. Farming, pasturing, animal husbandry, orchards, greenhouses and nurseries, including the sale of products raised on the premises, subject to rules and regulations of the Board of Health and NDEQ, provided that no livestock feedlot or yard for more than 25 animals shall be established.
2. Ranch and farm dwellings for the owners and their families, tenants, and employees.
3. Single family dwellings.
4. Bed & Breakfasts.
5. Kennels, stables and riding academies.
6. Public overhead and underground distribution utilities.
7. Public parks and recreation areas, playgrounds and conservation areas including flood control facilities operated by the City of Bellevue or other political subdivision.
8. Public services and publicly owned and operated facilities, including utilities, but not including general offices, material yards or repair shops. Such facilities shall observe yard space rules but shall not be required to provide the full lot size and lot width requirement.
9. Railroads, not including sidings, switching, terminal facilities, freight yards, service repair, or administrative facilities.
10. Personal use of recreational vehicles, limited to one recreational vehicle per lot and provided that use of recreational vehicles located within the 100-year floodplain shall be subject to the regulations of Section 5.30 of this ordinance.

5.05.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the AG district as recommended by the Planning Commission and approved by the City Council.

1. Campgrounds.
2. Cemeteries provided all structures are located at least 100 feet from all property lines.
3. Commercial mines, quarries and sand and gravel pits.
4. Commercial/Utility grade wind energy systems, subject to Section 8.10.
5. Construction batch plants that are temporary in nature.
6. Family Child Care Home II which comply with Nebraska State Statutes.
7. Governmental services – administrative services.
8. Governmental services – maintenance and service facilities.
9. Hospital, nursing homes, assisted living, and convalescent facilities.
10. Indoor/Outdoor Recreation facilities.
11. Private recreation areas and facilities including country clubs and golf courses (but not miniature golf) on at least five acres, and swimming pools.
12. Public and quasi-public buildings and structures and uses of an administrative, educational, religious, cultural or public service type including colleges.
13. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
14. Recreational camps operated by public, charitable or religious organizations.
15. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.
16. Wastewater treatment facilities.
17. Winery, including subordinate use of ~~micro-brewery~~ **microbrewery**.

5.05.04 Permitted Accessory Uses:

1. ~~Amateur radio towers and associated facilities~~, **Wireless Communication Towers and Antennas**, as per Section 8.05.
2. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds, barns, stables, and garages, provided size of the accessory structure is in conformance with these regulations.
3. Family Child Care Home I
4. Guest houses not rented or otherwise conducted as a business.

5. Home based businesses, as per Section 8.04.
6. Incidental public safety uses such as emergency sirens.
7. Living quarters for not more than two persons regularly employed on the premises.
8. Offices incidental to and necessary for conducting a permitted use.
9. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
 - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.
 - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
 - C. Portable outdoor storage containers shall be placed on an approved hard surface.
 - D. No more than one portable outdoor storage container may be located on a lot at any one time.
10. Private swimming pool, tennis court and other similar facilities in conjunction with a residence.
11. Raising and care of animals for 4-H, Future Farmers of America (FFA), recreational uses, or other rural/school organizations.
12. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
13. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
14. Signs as provided for in Article 7.
15. Storage or parking of vehicles, boats, campers and trailer, as per Sections 8.01-8.03.
16. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
17. The keeping of dogs, cats, and other household pets.

5.05.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Acres)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Residential Dwelling	20	150	35 ¹	25	20	35	35
Other Permitted Uses	20	150	35 ¹	25	20	35	35
Conditional Uses	20	150	35 ¹	25	20	35	35
Accessory Buildings	-	-	35 ¹	25	20	20	35

¹ If along a county road then measured from road right-of-way.

5.05.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 0.1.
2. The Maximum ground coverage including accessory buildings is 10 percent
3. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein. (*Ord. No. 3692, Dec. 10, 2012*)

Section 5.06 RA Residential Agriculture District

5.06.01 Intent: The Residential Agriculture District is an area that is in the process of transitioning agriculture to more urban uses. The district is established for the purpose of preserving agricultural land and resources, during the transitional period, that are compatible with adjacent urban growth and eventual development in other uses pending proper timing for practical and economical provision of utilities, major streets, schools and other facilities so that reasonably compact development will occur and the fiscal integrity of the city preserved. A change of zoning from AG to any other classification shall be in accordance with planning practices established by the City. This district is not intended for commercial feedlot operations for livestock or poultry.

5.06.02 Permitted Uses:

The following principal uses are permitted in the RA District.

1. Single family dwellings.
2. Farming, pasturing, orchards, greenhouses and nurseries, including the sale of products or animals raised on the premises, provided that:
 - A. There shall be a maximum of two animals for the first acre of land, with an additional one animal for every two additional acres of land, except for stables as provided for in these regulations.
3. Bed & Breakfasts.
4. Public overhead and underground local distribution utilities.
5. Public parks and recreation areas, playgrounds and conservation areas including flood control facilities operated by the City of Bellevue or other political subdivision.
6. Public services and publicly owned and operated facilities, including utilities, but not including general offices, material yards or repair shops. Such facilities shall observe yard space rules but shall not be required to provide the full lot size and lot width requirement.
7. Railroads, not including sidings, switching, terminal facilities, freight yards, service repair, or administrative facilities.

5.06.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RA District as recommended by the Planning Commission and approved by the City Council.

1. Animal Hospitals.
2. Campgrounds.
3. Cemeteries provided all structures are located at least 100 feet from all property lines.
4. Construction batch plants that are temporary in nature.
5. Family Child Care Home II which comply with Nebraska State Statutes.
6. Governmental services – administrative services.
7. Governmental services – maintenance and service facilities.
8. Hospital, nursing homes, assisted living, and convalescent facilities.
9. Indoor/Outdoor Recreation facilities.
10. Private recreation areas and facilities including country clubs and golf courses (but not miniature golf) on at least five acres, and swimming pools.
11. Public and quasi-public buildings and structures and uses of an administrative, educational, religious, cultural or public service type including colleges.
12. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
13. Recreational camps operated by public, charitable or religious organizations.
14. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.
15. Wastewater treatment facilities.

5.06.04 Permitted Accessory Uses:

1. Accessory structures no larger than three thousand (3,000) square feet provided they meet the following requirements:
 - A. The accessory structure shall comply with the applicable space limitations, including maximum building height, for the principal structure on the lot.
 - B. The accessory structure shall be adequately screened, in accordance with the provisions of Article 9, from abutting residential properties.
 - C. Use of the accessory structure shall be limited to the residents of the lot upon which the structure is located.
 - D. The accessory structure shall not be used for a home-based business or any other commercial use.

- The Planning ~~Director~~ **Manager** shall determine that the purpose, design, and construction of the accessory structure shall be compatible or otherwise in keeping with the surrounding neighborhood.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
 3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds, barns, stables, and garages, provided size of the accessory structure is in conformance with these regulations.
 4. Family Child Care Home I.
 5. Guest houses not rented or otherwise conducted as a business.
 6. Home based businesses, as per Section 8.04.
 7. Incidental public safety uses such as emergency sirens.
 8. Living quarters for not more than two persons regularly employed on the premises.
 9. Offices incidental to and necessary for conducting a permitted use.
 10. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
 - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.
 - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
 - C. Portable outdoor storage containers shall be placed on an approved hard surface.
 - D. No more than one portable outdoor storage container may be located on a lot at any one time.
 11. Private stables, corrals and paddocks when located no closer than 20 feet from any property line, no closer than 50 feet from a street line and no closer than 40 feet from any dwelling on the same or adjoining property. No horse or other equine shall be kept on a lot of less than one acre and two horses, or other equines, may be kept on an acre, but for each additional horse or other equine above two kept there shall be an additional 20,000 square feet in lot area.
 12. Raising and care of animals for 4-H, Future Farmers of America (FFA), recreational uses, or other rural/school organizations.
 13. Raising of hens, as per Section ~~8.12~~ **8.13**.
 14. Residential and small wind energy systems, subject to Section ~~8.09~~ **8.10**.
 15. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
 16. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
 17. The keeping of dogs, cats, and other household pets.

5.06.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Acres)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Residential Dwelling	5	150	35 ²	25	20	35	35
Other Permitted Uses	5	150	35 ²	25	20	35	35
Conditional Uses	5	150	35 ²	25	20	35	35
Accessory Buildings	-	-	35 ²	25	20	35	15 ¹

1. For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.
2. If along a county road, then measured from road right-of-way.

5.06.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 0.1.
 2. The Maximum ground coverage including accessory buildings is 15 percent
 3. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
 4. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
 5. All signage shall be in conformance with Article 7.
- (Ord. No. 3761, April 14, 2014)**

Section 5.07 RE Residential Estates

5.07.01 Intent: The Residential Estates District is established for the purpose of allowing low density residential uses on larger parcels of land that are compatible with adjacent urban growth. The RE classification is to be used only for suburban single-family homes and the community services and facilities appurtenant thereto.

5.07.02 Permitted Uses:

The following principal uses are permitted in the RE District.

1. Single family dwellings.
2. Crop and tree farming.
3. Public overhead and underground local distribution utilities.
4. Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision.
5. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

5.07.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RE District as recommended by the Planning Commission and approved by the City Council.

1. Bed & Breakfasts.
2. Cemeteries, provided all structures are located at least 100 feet from all property lines.
3. Family Child Care Home II.
4. Governmental services – administrative services.
5. Governmental services – maintenance and service facilities.
6. Private recreation areas and facilities including country clubs, golf courses (but not miniature golf), and swimming pools.
7. Public, parochial and private schools and colleges offering courses of general instruction when located on sites of at least 5 acres and including convents, monasteries, dormitories and other related living structures when located on the same site as the school or college.
8. Quasi-public buildings, structures and uses.
9. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
10. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction when located in a substantial structure and on a site of at least two acres.

5.07.04 Permitted Accessory Uses:

1. Accessory structures no larger than three thousand (3,000) square feet provided they meet the following requirements:
 - A. The accessory structure shall comply with the applicable space limitations, including maximum building height, for the principal structure on the lot.
 - B. The accessory structure shall be adequately screened, in accordance with the provisions of Article 9, from abutting residential properties.
 - C. Use of the accessory structure shall be limited to the residents of the lot upon which the structure is located.
 - D. The accessory structure shall not be used for a home-based business or any other commercial use. The Planning ~~Director~~ **Manager** shall determine that the purpose, design, and construction of the accessory structure shall be compatible or otherwise in keeping with the surrounding neighborhood.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds, barns, stables, and garages, provided size of the accessory structure is in conformance with these regulations.
4. Family Child Care Home I.
5. Guest houses, not rented or otherwise conducted as a business.
6. Home based businesses, as per Section 8.04.
7. Incidental public safety uses such as emergency sirens.
8. Living quarters for not more than two persons regularly employed on the premises, but not including labor camps or dwellings for transient labor.
9. Offices incidental to and necessary for conducting a permitted use.
10. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
 - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.

- B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
- C. Portable outdoor storage containers shall be placed on an approved hard surface.
- D. No more than one portable outdoor storage container may be located on a lot at any one time.
- 11. Private stables, corrals and paddocks when located no closer than 20 feet from any property line, no closer than 50 feet from a street line and no closer than 40 feet from any dwelling on the same or adjoining property. No horse or other equine shall be kept on a lot of less than one acre and two horses, or other equines, may be kept on an acre, but for each additional horse or other equine above two kept there shall be an additional 20,000 square feet in lot area.
- 12. Raising of hens, as per Section ~~8.12~~ 8.13.
- 13. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
- 14. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
- 15. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 16. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. (*Ord. No. 3902, April 9, 2018*)

5.07.05 Height and Lot Requirements:

- 1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Acres)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Residential Dwelling	1 ²	120	35	25	20	35	35
Other Permitted Uses	1 ²	120	35	25	20	35	35
Conditional Uses	1 ²	120	35	25	20	35	35
Accessory Buildings	-	-	35	25	5	5	15 ¹

- 1. For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.
- 2. If along a county road, then measured from road right-of-way.

5.07.06 Miscellaneous Provisions:

- 1. The maximum gross floor area ratio is 0.1.
- 2. The Maximum ground coverage including accessory buildings is 20 percent.
- 3. Off-street parking space shall be provided for all uses established in this zone.
- 4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
- 5. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
- 6. All signage shall be in conformance with Article 7. (*Ord. No. 3761, April 14, 2014*)

Section 5.08 RS-120 Single-Family Residential

5.08.01 Intent: This district is intended to permit single family residential developments and other compatible uses on relatively ample sized lots.

5.08.02 Permitted Uses:

The following principal uses are permitted in the RS-120 District.

1. Single family detached dwellings.
2. Community gardens.
3. Public overhead and underground local distribution utilities.
4. Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision.
5. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

5.08.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RS-120 District as recommended by the Planning Commission and approved by the City Council.

1. Banquet hall.
2. Bed & Breakfasts.
3. Cemeteries, provided all structures are located at least 100 feet from all property lines.
4. Family Child Care Home II.
5. Governmental services – administrative services.
6. Governmental services – maintenance and service facilities.
7. Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions.
8. Private recreation areas and facilities including country clubs, golf courses (but not miniature golf), and swimming pools.
9. Public, parochial and private schools and colleges offering courses of general instruction when located on sites of at least 5 acres and including convents, monasteries, dormitories and other related living structures when located on the same site as the school or college.
10. Quasi-public buildings, structures and uses.
11. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
12. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction when located in a substantial structure and on a site of at least two acres.

5.08.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RS-120 District:

1. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
2. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
3. Family Child Care Home I
4. Guest houses, not rented or otherwise conducted as a business.
5. Home based businesses, as per Section 8.04.
6. Incidental public safety uses such as emergency sirens.
7. Living quarters for not more than two persons regularly employed on the premises.
8. Offices incidental to and necessary for conducting a permitted use.
9. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
 - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.
 - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
 - C. Portable outdoor storage containers shall be placed on an approved hard surface.
 - D. No more than one portable outdoor storage container may be located on a lot at any one time.
10. Private stables, corrals and paddocks when located no closer than 20 feet from any property line, no closer than 50 feet from a street line and no closer than 40 feet from any dwelling on the same or adjoining property. No horse or other equine shall be kept on a lot of less than one acre and two horses, or other equines, may be kept on an acre, but for each additional horse or other equine above two kept there shall be an additional 20,000 square feet in lot area.

11. Raising of hens, as per Section 8.13

~~11.12.~~ Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

~~12.13.~~ Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.

~~13.14.~~ The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. (*Ord. No. 3902, April 9, 2018*)

5.08.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Residential Dwelling	12,000 ²	80	35	20	10	35	35
Other Permitted Uses	12,000 ²	80	35	20	10	35	35
Conditional Uses	12,000 ²	80	35	20	10	35	35
Accessory Buildings	-	-	35	20	5	5	15 ¹

- 1 For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.
- 2 If along a county road, then measured from road right-of-way.

(*Ord. No. 3715, May 13, 2013*)

5.08.06 Miscellaneous Provisions:

- 1. The maximum gross floor area ratio is 0.3.
- 2. The Maximum ground coverage including accessory buildings is 25 percent.
- 3. Off-street parking space shall be provided for all uses established in this zone.
- 4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
- 5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
- 6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
- 7. All signage shall be in conformance with Article 7.

Section 5.09 RS-84 Single-Family Residential

5.09.01 Intent: This district is intended to permit single family residential developments and other compatible uses on medium sized lots.

5.09.02 Permitted Uses:

The following principal uses are permitted in the RS-84 District.

1. Single family detached dwellings.
2. Community gardens.
3. Public and quasi-public buildings, structures and uses for cultural use.
4. Public overhead and underground local distribution utilities.
5. Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision.
6. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

5.09.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RS-84 District as recommended by the Planning Commission and approved by the City Council.

1. Bed & Breakfasts.
2. Cemeteries, provided all structures are located at least 100 feet from all property lines.
3. Family Child Care Home II.
4. Governmental services – administrative services.
5. Governmental services – maintenance and service facilities.
6. Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions.
7. Private recreation areas and facilities including country clubs, golf courses (but not miniature golf), and swimming pools.
8. Public and private schools.
9. Public, parochial and private colleges offering courses of general instruction when located on sites of at least 5 acres and including convents, monasteries, dormitories and other related living structures when located on the same site as the school or college.
10. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
11. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction when located in a substantial structure and on a site of at least two acres.

5.09.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RS-84 District:

1. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
2. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
3. Family Child Care Home I.
4. Guest houses, not rented or otherwise conducted as a business.
5. Home based businesses, as per Section 8.04.
6. Incidental public safety uses such as emergency sirens.
7. Living quarters for not more than two persons regularly employed on the premises.
8. Offices incidental to and necessary for conducting a permitted use.
9. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
 - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.
 - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
 - C. Portable outdoor storage containers shall be placed on an approved hard surface.
 - D. No more than one portable outdoor storage container may be located on a lot at any one time.
10. **Raising of hens per Section 8.13**
- ~~11.~~ Residential and small wind energy systems, subject to Section ~~8.09~~ **8.10**.
- ~~12.~~ Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.

~~12-13~~. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. (*Ord. No. 3902, April 9, 2018*)

5.09.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Residential Dwelling	8,400	70	25 ²	20	10 ¹	35 ³	35
Other Permitted Uses	8,400	70	25 ²	20	10 ¹	35 ³	35
Conditional Uses	8,400	70	25 ²	20	10 ¹	35 ³	35
Accessory Buildings	-	-	25 ²	20	5	5	15 ⁴

- 1 Side yard may be reduced to five feet for lots platted prior to May 3, 1965.
- 2 35 feet on platted lots prior to the adoption date of this ordinance regardless of subsequent replats.
- 3 Rear yard shall be 25 feet on platted lots prior to adoption of this ordinance regardless of subsequent replats.
- 4 For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.

(*Ord. No. 3824, Nov 9, 2015*)

5.09.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 0.3.
2. The Maximum ground coverage including accessory buildings is 30 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
7. All signage shall be in conformance with Article 7.

Section 5.10 RS-72 Single-Family Residential

5.10.01 Intent: This district is intended to permit single family residential developments and other compatible uses on medium sized lots.

5.10.02 Permitted Uses:

The following principal uses are permitted in the RS-72 District.

1. Single family detached dwellings.
2. Community gardens
3. Public and quasi-public buildings, structures and uses for cultural use.
4. Public overhead and underground local distribution utilities.
5. Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision.
6. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

5.10.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RS-72 District as recommended by the Planning Commission and approved by the City Council.

1. Bed & Breakfasts.
2. Cemeteries, provided all structures are located at least 100 feet from all property lines.
3. Family Child Care Home II.
4. Governmental services – administrative services.
5. Governmental services – maintenance and service facilities.
6. Group care homes which comply with Nebraska State Statutes.
7. Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions.
8. Private recreation areas and facilities including country clubs, golf courses (but not miniature golf), and swimming pools.
9. Public and private schools.
10. Public, parochial and private colleges offering courses of general instruction when located on sites of at least 5 acres and including convents, monasteries, dormitories and other related living structures when located on the same site as the school or college.
11. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
12. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction when located in a substantial structure and on a site of at least two acres.

5.10.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RS-72 District:

1. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
2. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
3. Family Child Care Home I
4. Guest houses, not rented or otherwise conducted as a business.
5. Home based businesses, as per Section 8.04.
6. Incidental public safety uses such as emergency sirens.
7. Living quarters for not more than two persons regularly employed on the premises.
8. Offices incidental to and necessary for conducting a permitted use.
9. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
 - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.
 - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
 - C. Portable outdoor storage containers shall be placed on an approved hard surface.
 - D. No more than one portable outdoor storage container may be located on a lot at any one time.
10. **Raising of hens per section 8.13**
- ~~11.~~ Residential and small wind energy systems, subject to Section 8.09.
- ~~12.~~ Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.

~~12~~ 13. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. (*Ord. No. 3902, April 9, 2018*)

5.10.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Residential Dwelling	7,200	65	25 ²	20	7 ¹	35 ³	35
Other Permitted Uses	7,200	65	25 ²	20	7 ¹	35 ³	35
Conditional Uses	7,200	65	25 ²	20	7 ¹	35 ³	35
Accessory Buildings	-	-	25 ²	20	5	5	15 ⁴

- 1 Side yard may be reduced to five feet for lots platted prior to May 3, 1965.
- 2 35 feet on platted lots prior to the adoption date of this ordinance regardless of subsequent replats.
- 3 Rear yard shall be 25 feet on platted lots prior to adoption of this ordinance regardless of subsequent replats.
- 4 For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.

(*Ord No. 3824, Nov 9, 2015*)

5.10.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 0.3.
2. The Maximum ground coverage including accessory buildings is 30 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
7. All signage shall be in conformance with Article 7.

Section 5.11 RD-60 Duplex Residential

5.11.01 Intent: This district is intended to permit single-family and two-family residential developments and other compatible uses on smaller sized lots.

5.11.02 Permitted Uses:

The following principal uses are permitted in the RD-60 District.

1. Single family attached dwellings.
2. Single family detached dwellings.
3. Two-family dwellings.
4. Community gardens.
5. Public and quasi-public buildings, structures and uses for cultural use.
6. Public overhead and underground local distribution utilities.
7. Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision.
8. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

5.11.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RD-60 District as recommended by the Planning Commission and approved by the City Council.

1. Bed & Breakfasts.
2. Cemeteries, provided all structures are located at least 100 feet from all property lines.
3. Family Child Care Home II.
4. Fraternity and sorority houses when directly associated with a college or university.
5. Governmental services – administrative services.
6. Governmental services – maintenance and service facilities.
7. Group care homes which comply with Nebraska State Statutes.
8. Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions.
9. Non-profit community buildings and social welfare establishments
10. Private recreation areas and facilities including country clubs, Par 3 golf courses (but not miniature golf), and swimming pools.
11. Public and private schools.
12. Public, parochial and private colleges offering courses of general instruction when located on sites of at least 5 acres and including convents, monasteries, dormitories and other related living structures when located on the same site as the school or college.
13. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
14. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.

5.11.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RD-60 District:

1. Adult Care Center.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
 - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.

- B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
- C. Portable outdoor storage containers shall be placed on an approved hard surface.
- D. No more than one portable outdoor storage container may be located on a lot at any one time.
- 13. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
- 14. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 15. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. (*Ord. No. 3902, April 9, 2018*)

5.11.05 Height and Lot Requirements:

- 1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Single-family Dwelling	6,000	60	25 ²	15	5	35 ³	35
Single-family attached	6,000	45	25 ²	15	10 ¹	35 ³	35
Two-family Dwelling	12,000	80	25 ²	15	5	35 ³	35
Other Permitted Uses	6,000	60	25 ²	15	5	35 ³	35
Conditional Uses	6,000	60	25 ²	15	5	35 ³	35
Accessory Buildings	-	-	25 ²	15	5	5	15 ⁴

- 1 The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.
- 2 35 feet on platted lots prior to the adoption date of this ordinance regardless of subsequent replats.
- 3 Rear yard shall be 25 feet on platted lots prior to adoption of this ordinance regardless of subsequent replats.
- 4 For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.

(*Ord. No. 3824, Nov 9, 2015*)

5.11.06 Miscellaneous Provisions:

- 1. The maximum gross floor area ratio is 0.3.
- 2. The Maximum ground coverage including accessory buildings is 40 percent.
- 3. Off-street parking space shall be provided for all uses established in this zone.
- 4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
- 5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
- 6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
- 7. All signage shall be in conformance with Article 7.

Section 5.12 RG-50 General Residential

5.12.01 Intent: This district is intended to permit single-family and two-family residential developments and other compatible uses on smaller sized lots.

5.12.02 Permitted Uses:

The following principal uses are permitted in the RG-50 District.

1. Single family attached dwellings.
2. Single family detached dwellings.
3. Two-family dwellings.
4. Residential buildings containing not more than 4 dwelling units.
5. Community gardens.
6. Public and quasi-public buildings, structures and uses for cultural use.
7. Public overhead and underground local distribution utilities.
8. Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision.
9. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

5.12.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RG-50 District as recommended by the Planning Commission and approved by the City Council.

1. Bed & Breakfasts.
2. Cemeteries, provided all structures are located at least 100 feet from all property lines.
3. Family Child Care Home II.
4. Fraternity and sorority houses when directly associated with a college or university.
5. Governmental services – administrative services.
6. Governmental services – maintenance and service facilities.
7. Group care homes which comply with Nebraska State Statutes.
8. Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions.
9. Non-profit community buildings and social welfare establishments
10. Private recreation areas and facilities including country clubs, Par 3 golf courses (but not miniature golf), and swimming pools.
11. Public and private schools.
12. Public, parochial and private colleges offering courses of general instruction when located on sites of at least 5 acres and including convents, monasteries, dormitories and other related living structures when located on the same site as the school or college.
13. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
14. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.

5.12.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RG-50 District:

1. Adult Care Center.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Portable Outdoor Storage shall be permitted accessory uses subject to the following conditions:
 - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.

- B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
- C. Portable outdoor storage containers shall be placed on an approved hard surface.
- D. No more than one portable outdoor storage container may be located on a lot at any one time.
- 13. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
- 14. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 15. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. (*Ord. No. 3902, April 9, 2018*)

5.12.05 Height and Lot Requirements:

- 1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Single-family Dwelling	5,000	50	35	15	5	25	35
Single-family attached	5,000 per unit	45 per unit	35	15	10 ¹	25	35
Two-family Dwelling	10,000	75	35	15	5	25	35
Res. Buildings not more than four dwelling units	5,000 per unit	75	35	15	10	25	35
Other Permitted Uses	5,000	50	35	15	5	25	35
Conditional Uses	5,000	50	35	15	5	25	35
Accessory Buildings	-	-	35	15	5	5	15 ²

¹ The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

² For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.

5.12.06 Miscellaneous Provisions:

- 1. The maximum gross floor area ratio is 0.5.
- 2. The Maximum ground coverage including accessory buildings is 50 percent.
- 3. Off-street parking space shall be provided for all uses established in this zone.
- 4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
- 5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
- 6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
- 7. All signage shall be in conformance with Article 7.

(*Ord. No. 3776, August 11, 2014*)

Section 5.13 RG-28 General Residential

5.13.01 Intent: This district is intended to permit low rise, medium density development that will be compatible when located near and among lower density types of housing, including single-family and two-family on small lots.

5.13.02 Permitted Uses:

The following principal uses are permitted in the RG-28 District.

1. Single family attached dwellings.
2. Single family detached dwellings.
3. Two-family dwellings.
4. Apartments and multi-family dwellings.
5. Community gardens.
6. Public and quasi-public buildings, structures and uses for cultural use.
7. Public overhead and underground local distribution utilities.
8. Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision.
9. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

5.13.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RG-28 District as recommended by the Planning Commission and approved by the City Council.

1. Bed & Breakfasts.
2. Cemeteries, provided all structures are located at least 100 feet from all property lines.
3. Family Child Care Home II.
4. Fraternity and sorority houses when directly associated with a college or university.
5. Governmental services – administrative services.
6. Governmental services – maintenance and service facilities.
7. Group care homes which comply with Nebraska State Statutes.
8. Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions.
9. Non-profit community buildings and social welfare establishments
10. Private recreation areas and facilities including country clubs, Par 3 golf courses (but not miniature golf), and swimming pools.
11. Public and private schools.
12. Public, parochial and private colleges offering courses of general instruction when located on sites of at least 5 acres and including convents, monasteries, dormitories and other related living structures when located on the same site as the school or college.
13. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
14. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.

5.13.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RG-28 District:

1. Adult Care Center.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Residential and small wind energy systems, subject to Section ~~8.09~~ **8.10**.

13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. (*Ord. No. 3902, April 9, 2018*)

5.13.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Single-family Dwelling	5,000	50	35	15	5	20	35
Single-family attached	5,000 per unit	50 per unit	35	15	5 ¹	20	35
Two-family Dwelling	10,000	50	35	15	5	20	35
Multi-family Dwelling ²	2,800 per unit	50	35	15	5	20	35
Other Permitted Uses	5,000	50	35	15	5	20	35
Conditional Uses	5,000	50	35	15	5	20	35
Accessory Buildings	-	-	35	15	5	5	15 ³

¹ The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

² The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 5,000 s.f. per unit; after which the minimum lot area may be 2,800 s.f. per unit.

³ For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.

5.13.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 1.0.
2. The Maximum ground coverage including accessory buildings is 60 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as ~~other-wise~~ otherwise provided herein.
5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
7. All signage shall be in conformance with Article 7.

Section 5.14 RG-20 General Residential

5.14.01 Intent: This district is intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.

5.14.02 Permitted Uses:

The following principal uses are permitted in the RG-20 District.

1. Single family attached dwellings.
2. Single family detached dwellings.
3. Two-family dwellings.
4. Apartments and multi-family dwellings.
5. Community gardens.
6. Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions.
7. Public and quasi-public buildings, structures and uses for cultural use.
8. Public overhead and underground local distribution utilities.
9. Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision.
10. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

5.14.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RG-20 District as recommended by the Planning Commission and approved by the City Council.

1. Bed & Breakfasts.
2. Cemeteries, provided all structures are located at least 100 feet from all property lines.
3. Family Child Care Home II.
4. Fraternity and sorority houses when directly associated with a college or university.
5. Governmental services – administrative services.
6. Governmental services – maintenance and service facilities.
7. Group care homes which comply with Nebraska State Statutes.
8. Mortuaries, funeral homes and funeral chapels.
9. Non-profit community buildings and social welfare establishments
10. Private recreation areas and facilities including country clubs, Par 3 golf courses (but not miniature golf), and swimming pools.
11. Public and private schools.
12. Public, parochial and private colleges offering courses of general instruction when located on sites of at least 5 acres and including convents, monasteries, dormitories and other related living structures when located on the same site as the school or college.
13. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
14. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.

5.14.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RG-20 District:

1. Adult Care Center.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Residential and small wind energy systems, subject to Section ~~8.09~~ **8.10**.

13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. (*Ord. No. 3902, April 9, 2018*)

5.14.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Single-family Dwelling	5,000	40	35	10	5	10	75
Single-family attached	5,000 per unit	40 per unit	35	10	5 ¹	10	75
Two-family Dwelling	10,000	40	35	10	5	10	75
Multi-family Dwelling ²	2,000 per unit	40	35	10	5	10	75
Other Permitted Uses	5,000	40	35	10	5	10	75
Conditional Uses	5,000	40	35	10	5	10	75
Accessory Buildings	-	-	35	10	5	5	75

¹ The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

² The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 5,000 s.f. per unit; after which the minimum lot area may be 2,000 s.f. per unit.

5.14.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 3.0.
2. The Maximum ground coverage including accessory buildings is 80 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
7. All signage shall be in conformance with Article 7.

Section 5.15 RG-8 General Residential

5.15.01 Intent: This district is intended to permit very high-density development, multi-story apartment development and other uses that are typical and compatible in the operation of apartment houses.

5.15.02 Permitted Uses:

The following principal uses are permitted in the RG-8 District.

1. Single family attached dwellings.
2. Single family detached dwellings.
3. Two-family dwellings.
4. Apartments and multi-family dwellings.
5. Community gardens.
6. Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions.
7. Public and quasi-public buildings, structures and uses for cultural use.
8. Public overhead and underground local distribution utilities.
9. Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision.
10. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

5.15.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RG-8 District as recommended by the Planning Commission and approved by the City Council.

1. Bed & Breakfasts.
2. Cemeteries, provided all structures are located at least 100 feet from all property lines.
3. Family Child Care Home II.
4. Fraternity and sorority houses when directly associated with a college or university.
5. Governmental services – administrative services.
6. Governmental services – maintenance and service facilities.
7. Group care homes which comply with Nebraska State Statutes.
8. Mortuaries, funeral homes and funeral chapels.
9. Non-profit community buildings and social welfare establishments
10. Private recreation areas and facilities including country clubs, Par 3 golf courses (but not miniature golf), and swimming pools.
11. Public and private schools.
12. Public, parochial and private colleges offering courses of general instruction when located on sites of at least 5 acres and including convents, monasteries, dormitories and other related living structures when located on the same site as the school or college.
13. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
14. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.

5.15.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RG-8 District:

1. Adult Care Center.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises, but not including labor camps or dwellings for transient labor.
11. Offices incidental to and necessary for conducting a permitted use.

12. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. (*Ord. No. 3902, April 9, 2018*)

5.15.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Single-family Dwelling	5,000	40	25	5	3	10	None
Single-family attached	5,000 per unit	40 per unit	25	5	3 ¹	10	None
Two-family Dwelling	10,000	40	25	5	3	10	None
Multi-family Dwelling ²	800 per unit	40	25	5	3	10	None
Other Permitted Uses	5,000	40	25	5	3	10	None
Conditional Uses	5,000	40	25	5	3	10	None
Accessory Buildings	-	-	25	5	3	5	None

¹ The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

² The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 2,500 s.f. per unit; after which the minimum lot area may be 800 s.f. per unit.

5.15.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 8.0.
2. The Maximum ground coverage including accessory buildings is 90 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
7. All signage shall be in conformance with Article 7.

Section 5.16 M Modified Residential District

5.16.01 *Intent.* An appending or combining district designed for mobile home parks. This zoning district is created to be appended to another primary residential district to provide for the inclusion of mobile home parks as an additional use at locations which are suitable for mobile dwellings, and to provide for the placement of more than one transportable structure on a zoned lot.

5.16.02 *Permitted Uses*

1. Any principal uses permitted in the Primary Zoning District to which M Modified Residential District classification is appended when established according to the regulations and provisions of the primary zoning district.
2. Mobile Home Parks authorized and licensed by the city for the parking and occupancy of mobile dwellings.

5.16.03 *Conditional Uses*

1. Any conditional use permitted in the Primary Zoning District to which M Modified Residential District classification is appended when established according to the regulations and provisions of the Primary Zoning District.
2. Satellite dish antennas that conform to the supplementary regulations of this Ordinance.

5.16.04 *Accessory Uses*

1. Any accessory use permitted in the Primary Zoning District to which M Modified Residential District classification is appended when established according to the regulations and provisions of the Primary Zoning District.
2. Accessory uses which are necessary or required by other ordinances of the city, such as storm shelters or service facilities for bathing, laundry, etc., as required by the State or County Health regulations.

5.16.05 *Building Height and Area Requirements for Permanent Structures*

1. The requirements of the Primary Zoning District shall be applicable. In the event the tract of land lies in more than one primary zoning district, the requirements of the more restrictive primary zoning district shall be applicable.

5.16.06 *Additional requirements*

1. Area and Setback Requirements.

Minimum Mobile Home Park Land Area	Five (5) acres
Minimum Mobile Home Park Width	300 feet
Minimum Front Buffer Area	50 feet (street line to individual interior lot line)
Minimum Side Buffer Area	25 feet (street property line to individual interior lot line)
Minimum Rear Buffer Area	25 feet (rear property line to individual interior lot line)

2. Individual Interior Lot (sublot) Requirements

Minimum Lot Area	Shall be consistent with underlying district
Minimum Front Yard	20 feet
Minimum Side Yard	5 feet
Minimum Rear Yard	5 feet

3. Mobile Homes Shall Maintain the Following Minimum Separations

End to End	10 feet
End to Side	10 feet
Side to Side	10 feet
Mobile Home to Community Building	30 feet
Mobile Home to Accessory Storage Building	6 feet
Mobile Home to Accessory Garage	10 feet

4. Mobile Home Minimum Size

Minimum Livable Floor Area	500 square feet
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5.16.07 *Streets*

1. Public streets are subject to the requirements of the City of Bellevue subdivision regulations.
2. If private streets are utilized, the following shall apply:
 - A. On streets where parallel parking is allowed on both sides of the street, the width of the street shall be a minimum of thirty-six (36) feet exclusive of curbs.
 - B. On streets where parallel parking is allowed on one side of the street, the width of the street shall be a minimum of thirty (30) feet exclusive of curbs.
 - C. On streets where parking is prohibited, the width of the street shall be a minimum of twenty-four (24) feet exclusive of curbs.
 - D. On streets restricted to one-way traffic with parking on one side, the width of the street shall be a minimum of twenty-four (24) feet exclusive of curbs.
 - E. Each individual interior lot shall have access to a paved drive of either concrete or asphaltic concrete with concrete curbs.
 - F. Verification of rescue vehicle access to all individual interior lots will be required.
 - G. All private streets shall have unobstructed access to a public street.
3. All streets and sidewalks within the mobile home park shall be adequately lighted.
4. All streets must be completely constructed prior to the placement of any mobile home on said street.

5.16.08 *Parking*

1. Off-street parking shall be provided for all uses established in this zoning district.
2. A minimum of two hard surfaced off-street parking stalls shall be provided for each individual interior lot

5.16.09 *Sidewalks*

1. Sidewalks shall be provided in locations where pedestrian traffic is concentrated and shall be installed along streets, to the entrance of the office, community building and other important facilities.
2. Minimum sidewalk width shall be four (4) feet.
3. Sidewalks shall be constructed of concrete.

5.16.10 *Storm Shelter/Community Building*

1. A community building shall be provided which shall include at a minimum a storm shelter for park residents. The community building may also provide recreational facilities, laundry facilities and other similar uses. The Storm Shelter shall:
 - A. Provide equivalent space for a minimum of two and one half persons per mobile home unit.
 - B. Be designed in conformance with “National Performance Criteria for Tornado Shelters” by the Federal Emergency Management Agency (FEMA) and any other referenced material by FEMA.
 - C. Shelters shall be sited in order to provide maximum protection to park occupants and so that residents may reach a shelter within the maximum safe time frame as directed by FEMA.

5.16.11 *Mobile Home Installation*

1. Mobile Home Installation shall conform to the following:
 - A. Stabilizing devices for mobile homes bearing HUD labels shall be installed in accordance with the manufacturer's installation instructions provided with the unit pursuant to §3280.306 of the federal regulations.
 - B. When the information for stabilizing device materials is not provided in the manufacturer's installation instructions, the materials shall be as approved by the local enforcement agency.
 - C. When a mobile home is located in an area subjected to frost heave, the footings and load-carrying portion of the ground anchors shall extend below the frost line or as per the requirements established by the local enforcement agency.
 - D. Enforcement of installation procedures shall be in accordance with the Federal Regulations, codified at 24 C.F.R. Part 3282, Subpart G.

5.16.12 Skirting

1. Skirting shall be required for all mobile homes.
2. Skirting shall be in good repair, meet manufacturer standards, and be in conformance with the color scheme of the mobile home to which it is applied.
3. Skirting shall be able to withstand wind load requirements and shall not provide harborage for junk or rodents, nor create a fire hazard.
4. Skirting shall provide easy access to all utility connection points of the mobile home and its subsequent connection to the utility risers if they are located within the skirted area.

5.16.13 Park/Open Space

1. A minimum of 8% of the total Mobile Home Park area must be maintained as open space to be use(d) for recreation, playground, or park space.

5.16.14 Buffer Space

1. A solid or semi-solid fence or wall, minimum six (6) feet high, maximum eight (8) feet high, shall be provided between the mobile home park district and any adjoining property or property immediately across the alley which is zoned for residential purposes other than for mobile homes.
2. In lieu of a fence or wall, a landscape buffer may be provided not less than fifteen (15) feet in width and said landscape buffer shall be planted with coniferous and deciduous plant material so as to provide screening for the park.
3. When the landscape buffer is used in lieu of the fence or wall, the landscape buffer shall not be included as any part of a required rear yard for a mobile home unit.
4. The fence, wall, or landscape buffer shall be properly policed and maintained by the owner.

5.16.15 Accessory Buildings/Garages

1. Accessory buildings used primarily for storage shall be permitted on individual interior lots, with the following requirements:
 - A. Shall be located no closer than five (5) feet from any Mobile Home.
 - B. Shall be setback a minimum of three (3) feet from any individual interior lot line.
 - C. Shall be setback a minimum of twenty-five (25) feet from the mobile home park interior street.
 - D. Shall be setback a minimum of fifty (50) feet from any public street located outside the mobile home park.
2. Accessory garages used for the storage of motor vehicles shall be permitted on individual interior lots, with the following requirements:
 - A. Shall be located no closer than ten (10) feet from any Mobile Home.
 - B. Shall be setback a minimum of three (3) feet from any individual interior lot line.
 - C. Shall be setback a minimum of twenty (20) feet from the mobile home park interior street.
 - D. Shall be setback a minimum of fifty (50) feet from any public street located outside the mobile home park.
3. Carports may be attached to a mobile home provided that:
 - A. Car port structure is considered part of a mobile home structure and must maintain the same setback requirements as the mobile home unit.
 - B. Car port shall be in good repair, meet manufacturer standards, and be in conformance with the color scheme of the mobile home to which it is applied.
 - C. Car port structure shall only be enclosed on the side attached to the mobile home unit.

5.16.16 Outdoor Storage

1. Owner/manager of mobile home park shall discourage outdoor storage of any materials, equipment, or refuse containers by providing appropriate storage facilities such as an enclosed storage building or solid fence enclosure.

5.16.17 Utilities

1. Each individual interior lot shall be served with water and sanitary sewer utilities and shall have separate shutoffs as required by city utility regulations, and service facilities for bathing, laundry, etc., as required by the State and County regulations. Dedicated easements shall be granted for city access to said shutoffs.

5.16.18 Procedure

1. A Site Development Plan shall be filed with the Application for Rezoning as an Amendment to the Zoning Map showing the buffer areas for landscape plantings, the layout of individual interior lots, the access roads or drives, utilities distribution system, service facilities, earth grading plan, and such other information necessary to determine whether the proposed development conforms with

the provisions of the Primary Zoning District to which it is appended; and such development plans, diagrams, and calculations shall become a part of the amendment and shall be the basis for the issuance of a building permit in conformity therewith.

2. Development Plan alterations which increase the number of dwelling units the arrangement of individual interior lots, and roadway or driveway alignment shall require a resubmission for approval of the application for rezoning. Any minor changes or adjustments in the individual interior lot lines or decrease in the number of dwelling units may be approved by the City Council without resubmission.

5.16.19 *Other Applicable Provisions*

1. The entire mobile home park shall be considered as one (1) zoned lot.
2. An office shall be provided for conducting business pertaining to the mobile home park. Said office may be located in a mobile home residence.
3. Mobile homes shall comply with all other applicable City Ordinances.

Section 5.17 PLANNED SUBDIVISION DISTRICT

5.17.01 Intent. The intent of the PS District is to encourage the creative design of new living areas, as distinguished from standard subdivisions. This district is designed to be appended to another basic residential district so as to provide for modifications in the platting of lots and the siting of buildings.

5.17.02 Use Regulations.

PRINCIPAL PERMITTED USES: Any principal use permitted in the primary zone to which the PS, Planned Subdivision District, classification is appended.

PERMITTED ACCESSORY USES: Any permitted accessory use allowed in the primary zone to which the PS, Planned Subdivision District classification is appended.

CONDITIONAL USES: Any conditional use permitted in the primary zone to which the PS, Planned Subdivision District classification is appended.

SPACE LIMITS: The average lot area per dwelling unit shall be the total area of the subdivision less the street right-of-way area divided by the number of lots. Such lot area shall be at least equal to the minimum lot area per dwelling unit required in the primary zone to which the PS, Planned Subdivision District classification is appended, and shall also provide that no lot shall be platted with less than three-fourths (3/4) of the lot area in the primary zoning requirement.

Any other space limits may be varied from those listed under the primary zone in order to satisfy the purpose of the Planned Subdivision District classification. Additional space limits may be established as required:

Absolute minimum space limits shall be as follows:

Minimum front yard: 20 feet

Minimum side yard: 0 feet

Minimum rear yard: 15 feet

Maximum height of building: as per underlying zoning district

The modified space limits shall be recorded as part of the Planned Subdivision District and shall apply to all lots platted under the zoning classification.

5.17.03 Procedure.

When a property owner wishes to develop a parcel of property in a manner other than the normal lot arrangement, he may apply for a zoning change to the PS, Planned Subdivision District. Said zoning change shall be an amendment to the zoning map and shall follow all procedural requirements for such changes set forth herein.

As an exhibit accompanying the application for amendment to the zoning map, the owner shall provide a detailed site plan with such other sketches, diagrams, and calculations necessary to determine whether the proposed subdivision conforms with the provisions of this zone and the primary zone to which it is appended. The exhibits shall be prepared in accordance with Chapter 3, Preliminary Plats, of the Subdivision Regulations, together with any requirements as determined by the Planning ~~Director~~ **Manager**. Such exhibits shall become a part of the amendment and shall form the basis for issuance of building permits in conformity therewith.

Before approving a PS, Planned Subdivision District classification, the Planning Commission and the City Council shall find the following:

1. The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties; or
2. The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification; or
3. The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision; or

4. The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.

(Ord. No. 3846, April 11, 2016)

Section 5.18 PO Parking Overlay District

5.18.01 Intent. This zone is designed to provide for the parking of automobiles in zones which do not allow the activity which generates the need for automobile parking.

5.18.02 Permitted Uses

1. Any principal uses permitted in the Primary Zoning District to which PO Parking Overlay District classification is appended when established according to the regulations and provisions of the primary zoning district
2. Parking lots for automobiles when meeting the following construction and operation standards:
 - A. All parking lots established in a PO Parking Overlay District shall be surfaced with a dust free material.
 - B. Any lighting shall be so oriented that it will not shine on adjacent property in residential use.
 - C. A foliage or decorative masonry barrier shall be planted or constructed and maintained so as to shield the parking lot from any residential use adjacent to or across a street and facing said parking lot.
 - D. No parking lot parking lot shall encroach on any required front or side yard required by the Space Limits provisions of the primary zone.
 - E. No parking lot shall encroach on a required yard or open space or upon the minimum site area required for an existing use.
 - F. No access drive to a parking area in a PO Parking Overlay District shall traverse any land other than a PO Parking Overlay District or other district in which such parking lot may be legally established.

5.18.03 Conditional Uses

1. Any conditional use permitted in the primary zone to which the PO Parking Overlay District is appended when established according to the rules and conditions of the primary district.

5.18.04 Permitted Accessory Uses

1. Any permitted use allowed in the primary district to which the PO Parking Overlay District is appended when established according to the rules and conditions of the primary district.

5.18.05 Space Limits

1. All space limit provision of the primary district to which the PO Parking Overlay District is appended shall be adhered to, except under the following conditions:
 - A. Automobile parking may be placed in any required rear yard provided the required side yard is maintained when adjacent to a property in residential use in a zoning district requiring a side yard.
 - B. Automobile parking may be placed within a required side yard when such side yard is adjacent to a zone which does not require a side yard.

5.18.06 Procedure

1. The PO Parking Overlay District shall be appended to a primary district in the same manner in which zoning map changes are made and, shall have the effect of modifying the uses allowed on the specific site or zoning lot.

5.18.07 Miscellaneous Provisions

1. All miscellaneous provisions of the primary district to which the PO Parking Overlay District is appended shall apply.

Section 5.19 MU Mixed Use District

5.19.01 Intent. The Mixed Use (MU) District is intended to accommodate projects that combine several compatible land uses into an integrated development and to allow for flexibility in the siting of buildings and the layout of lots. The district permits mixing residential areas with workplaces and services. Development in the MU District must accommodate diverse transportation systems, including pedestrian and bicycle movement, and integrate them with surrounding environments. All projects developed in an MU District are subject to approval of a development agreement.

5.19.02 Permitted Uses.

1. A Change of Zone ordinance establishing an MU District shall define the use types permitted within its boundaries. Reference to a Mixed-Use Development Agreement is acceptable to meet this requirement so long as the Change of Zone ordinance and the Mixed-Use Development Agreement are approved contingent upon each other.
2. Each MU District should contain use types within at least two use categories. Use categories shall be limited to residential, civic, office, and commercial uses. No single use category should account for more than 80% of the building area or net developable land area of an MU District. Net developable land area includes the land area of a development excluding dedicated public streets, private streets, or other dedicated public land.

5.19.03 Site Development Regulations.

1. Prior to the issuance of any building permits or other authorization, all projects in the MU District shall receive approval by the City Council through the adoption of a Mixed-Use Development Agreement.
2. Applications for a Mixed-Use Development Agreement must contain at a minimum the following information:
 - A. A detailed site map, including:
 - i. A boundary survey.
 - ii. Site dimensions.
 - iii. Contour lines at no greater than five-foot intervals.
 - iv. Adjacent public rights-of-way, transportation routes, and pedestrian and bicycle systems.
 - v. Description of adjacent land uses.
 - vi. Utility service to the site and easements through the site.
 - vii. Description of other site features, including drainage, soils, environmental factors or other considerations that may affect development.
 - B. A development plan, including:
 - i. A site layout, including the location of proposed buildings, parking, open space and other facilities.
 - ii. Location, capacity and conceptual design of parking facilities.
 - iii. Description of the use of individual buildings.
 - iv. Description of all use types to be included in the project or area, and maximum floor area devoted to each general use.
 - v. Maximum height of buildings.
 - vi. Schematic location and design of open space on the site, including a landscaping plan.
 - vii. Vehicular and pedestrian circulation plan, including relationship to external transportation systems.
 - viii. Schematic building elevations and sections if required to describe the project.
 - ix. Grading plans.
 - x. Proposed sewer and utility improvements.
 - xi. Location, size and type of all proposed signage.

- C. Specific proposed development regulations for the project, including:
 - i. The specific use types permitted within the proposed district.
 - ii. Maximum floor area ratios.
 - iii. Front, side and rear yard setbacks.
 - iv. Maximum height.
 - v. Maximum building and impervious coverage.
 - vi. Design standards applicable to the project.
- D. A traffic impact analysis, if required by the city.
- E. An application for a Mixed(-)Use Development Agreement shall include an editable draft agreement (in Microsoft Word format, unless otherwise approved by the Planning ~~Director~~ **Manager**). Attachments, such as maps and illustrations, may be provided as separate files in any digitally reproducible format approved by the Planning ~~Director~~ **Manager**.

5.19.04 Adoption of MU District.

1. The Planning Commission and City Council shall review and evaluate each proposal or application for an MU District. The city may impose reasonable conditions as deemed necessary to ensure that projects within an MU District are compatible with adjacent land uses, will not overburden public services and facilities and will not be detrimental to public health, safety and welfare of the community.
2. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
3. The Planning Commission may recommend amendments to MU District applications.
4. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
5. The City Council, after proper notice, shall hold a public hearing and act upon any ordinance establishing an MU District. Proper notice shall mean the same notice established for any other zoning amendment.
6. An ordinance adopting an MU District shall require a favorable simple majority of the City Council for approval; however, the favorable vote of three-fourths of the City Council shall be required if the Planning Commission has recommended denial to the change of zone to the MU District.
7. Any approval of an MU District shall be contingent upon the approval by City Council of a Mixed-Use Development Agreement.
8. The city shall not issue a building permit, certificate of occupancy or other permit for a building, structure or use within an MU District unless it is in compliance with the approved Mixed Use Development Agreement, including any approved amendments.

5.19.05 Amendment Procedure.

1. The Planning ~~Director~~ **Manager** is authorized at his/her discretion to approve minor amendments to an approved development plan within a Mixed-Use Development Agreement, provided that:
 - A. A written request, amendment application, and fee are filed with the Planning ~~Director~~ **Manager**, along with information specifying the exact nature of the proposed amendment.
 - B. The amendment is consistent with the provisions of this article.
 - C. The amendment does not materially alter the approved site regulations of the development plan and does not materially alter other aspects of the plan, including traffic circulation, mixture of use types and physical design.
 - D. Any amendment not conforming to these provisions shall be submitted to the Planning Commission and City Council for action.

Section 5.20 BN Neighborhood Business District

5.20.01 Intent. This zone is designed to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity.

5.20.02 Permitted Uses:

1. Retail and service stores and offices of the following small store types (not to exceed 7,500 sq. ft. floor area), provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Accounting, billing and tax preparations services.
 - B. Animal hospital
 - C. Apparel store, tailor shops, dressmaker.
 - D. Art gallery.
 - E. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - F. Bank, Savings and Loan Association.
 - G. Barber, beauty shops.
 - H. Book store.
 - I. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - J. Child Care Center.
 - K. Convenient Store without fuel sales.
 - L. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - M. Dental Clinics
 - N. Drug or drug-variety store.
 - O. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
 - P. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
 - Q. Dry good store.
 - R. Florist shop
 - S. Frame shop.
 - T. Furniture (specialty) shops.
 - U. Garden supply, commercial greenhouses, nursery stock sales yards.
 - V. General office uses. (*Ord. No. 3924, Nov. 26, 2018*)
 - W. Gift and card shop.
 - X. Grocery, supermarket.
 - Y. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
 - Z. Hobby and craft store.
 - AA. Interior design firms.
 - BB. Jewelry store.
 - CC. Laundry (self-service automatic) of not more than 30 washing units.
 - DD. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
 - EE. Medical Clinics established to provide service to the inhabitants of the local neighborhood and limited to four full-time practitioners in any one building. (*Ord. 3952, July 16, 2019*)
 - FF. Music store, music studio.
 - GG. News and tobacco store.
 - HH. Paint, wallpaper, drapery and floor covering store.
 - II. Photographer, artist, photo finishing, and camera store.
 - JJ. Real estate sales office.
 - KK. Restaurant (Limited).
 - LL. Shoe repair shop.
 - MM. Shoe store.
 - NN. Television, radio and small appliance repair.
 - OO. Toy and sporting goods store.
 - PP. Variety store.

2. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
3. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.

(Ord. No. 3662, Jan. 9, 2012)

2. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
3. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.

5.20.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Governmental services – Administrative Facilities.

5.20.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

5.20.05 Space Limits:

1. Minimum lot area: 7,500 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum height of building: 25 feet.
4. Minimum front yard: 25 feet.
5. Minimum rear yard: 20 feet.
6. Minimum side yard: 10 feet, when abutting a lot in use as a residence. None, when abutting business districts.
7. Minimum side yard on street side of corner: 25 feet. The 20 feet of a required corner side yard adjacent to the building may be used for the parking of automobiles.
8. Maximum gross floor area ratio: 0.7.
9. Maximum ground coverage: 70 percent.

5.20.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
5. All landscaping shall conform with Article 9.

Section 5.21 BNH Heavy Neighborhood Business District

5.21.01 Intent. This zone is a modification of the neighborhood business zone to include local service establishments having greater adverse effects upon surrounding residences.

5.21.02 Permitted Uses:

1. Retail and service stores and offices of the following small store types (not to exceed 15,000 sq. ft. floor area), provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Apparel store, tailor shops, dressmaker.
 - C. Art gallery.
 - D. Automotive (light) repair services.
 - E. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - F. Bank, Savings and Loan Association.
 - G. Barber, beauty shops.
 - H. Book store.
 - I. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - J. Childcare center.
 - K. Convenient Store with limited fuel sales.
 - L. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - M. Dental clinic.
 - N. Drug or drug-variety store.
 - O. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
 - P. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
 - Q. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
 - R. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
 - S. Dry goods store.
 - T. Florist shop.
 - U. Frame shop.
 - V. Furniture (specialty) shops.
 - W. Garden supply, commercial greenhouses, nursery stock sales yards.
 - X. Gasoline stations.
 - Y. General office uses. (*Ord. No. 3924, Nov. 26, 2018*)
 - Z. Gift and card shop.
 - AA. Grocery, supermarket.
 - BB. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
 - CC. Hobby and craft store.
 - DD. Interior design firm.
 - EE. Jewelry store.
 - FF. Laundry (self-service automatic) of not more than 30 washing units.
 - GG. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
 - HH. Medical Clinics established to provide service to the inhabitants of the local neighborhood and limited to two practitioners in any one building.
 - II. Music store, music studio.
 - JJ. News and tobacco store.

- KK. Paint, wall per, drapery and floor covering store.
- LL. Photographer, artist, photo finishing, and camera store.
- MM. Real estate sales office.
- NN. Restaurant (Drive-in or fast food).
- OO. Restaurant (Entertainment).
- PP. Restaurant (Limited).
- QQ. Shoe repair shop.
- RR. Shoe store.
- SS. Television, radio and small appliance repair.
- TT. Toy and sporting goods store.
- UU. Variety store.

(Ord. No. 3716, April 22, 2013)

- 2. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
- 3. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.

5.21.03 Conditional Uses:

- 1. Churches, synagogues, chapels, and similar places of religious worship and instruction when located in a business building or on the same lot as a business building.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Governmental services – Administrative Facilities.

5.21.04 Permitted Accessory Uses:

- 1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

5.21.05 Space Limits:

- 1. Minimum lot area: 7,500 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum height of building: 25 feet.
- 4. Minimum front yard: 25 feet.
- 5. Minimum rear yard: 20 feet.
- 6. Minimum side yard: 10 feet, when abutting a lot in use as a residence. None, when abutting business districts.
- 7. Minimum side yard on street side of corner: 25 feet. The 20 feet of a required corner side yard adjacent to the building may be used for the parking of automobiles.
- 8. Maximum gross floor area ratio: 0.7.
- 9. Maximum ground coverage: 70 percent.

5.21.06 Miscellaneous Provisions:

- 1. Off-street parking and loading shall be provided for all uses established in this zone.
- 2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
- 3. All signage shall be in conformance with Article 7.
- 4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
- 5. All landscaping shall conform with Article 9.

Section 5.22 BG General Business District

5.22.01 Intent. To provide for a wide range of retail and service establishments.

5.22.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to small box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - K. Bank, Savings and Loan Association.
 - L. Barber, beauty shops.
 - M. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - N. Book store.
 - O. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
 - P. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - Q. Car wash.
 - R. Childcare center.
 - S. Commercial parking lots.
 - T. Community Center (*Ord No. 3802, March 9, 2015*)
 - U. Convenient Store with limited fuel sales.
 - V. Dairy products sales.
 - W. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - X. Dental clinic.
 - Y. Drug or drug-variety store.
 - Z. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
 - AA. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
 - BB. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
 - CC. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
 - DD. Dry goods store.
 - EE. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
 - FF. Feed and seed store.
 - GG. Florist shop.
 - HH. Frame shop.
 - II. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking or smoking on the premises.
 - JJ. Furniture and antique homes and stores including used furniture store.

- KK. Furniture (specialty) shops.
- LL. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- MM. Garden supply, commercial greenhouses, nursery stock sales yards.
- NN. Gasoline stations.
- OO. General office uses. (*Ord. No. 3984, December 3, 2019*)
- PP. Gift and card shop.
- QQ. Grocery, supermarket.
- RR. Gunsmith.
- SS. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- TT. Hobby and craft store.
- UU. Interior design firm.
- VV. Jewelry store.
- WW. Laundry (self-service automatic) of not more than 30 washing units.
- XX. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. (*Ord. No. 3899, February 12, 2018*)
- YY. Liquor stores.
- ZZ. Loan office.
- AAA. Locksmith.
- BBB. Machine sales and service (stationery and office).
- CCC. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- DDD. Marine sales and services but excluding the storage or salvage of boats.
- EEE. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
- FFF. Medical clinics.
- GGG. Microbreweries and brew pubs.
- HHH. Music store, music studio.
- III. News and tobacco store.
- JJJ. Outlet retail store.
- KKK. Paint, wallpaper, drapery and floor covering store.
- LLL. Pawn shops.
- MMM. Pet shop, provided that all facilities are fully enclosed.
- NNN. Photographer, artist, photo finishing, and camera store.
- OOO. Printing job, when mechanical operation is not visible from a street and employing not over 15 persons engaged in operating digital printing equipment and may be incidental to other uses permitted hereunder. (*Ord. No. 3984, December 3, 2019*)
- PPP. Real estate sales office.
- QQQ. Restaurant (Drive-in or fast food).
- RRR. Restaurant (Entertainment).
- SSS. Restaurant (General).
- TTT. Restaurant (Limited).
- UUU. Second-hand stores.
- VVV. Shoe repair shop.
- WWW. Shoe store.
- XXX. Social club and fraternal organizations, not including uses defined under sexually oriented business.
- YYY. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
- ZZZ. Telephone answering service.
- AAAA. Telephone exchange.
- BBBB. Television, radio and small appliance repair.
- CCCC. Toy and sporting goods store.
- DDDD. Upholstery shops.
- EEEE. Variety store.
2. Call center.
3. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
- A. Lot Standards: All space limits as specified in the BG zone shall be met.
- B. Site Plan: Each application shall provide a detailed site plan as required by the Planning ~~Director~~ **Manager**.
4. Governmental Services – administrative Facilities.

5. Logistical center.
6. Mortuaries, funeral homes and funeral chapels.
7. Motel, Hotel.
8. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
9. Radio and television stations, except transmission towers over 35 feet high.
10. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
11. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
12. Sexually Oriented Businesses, as established by the regulations set forth in Chapter 2.5, Sections 2.5-1 through 2.5-20 of the Bellevue Municipal Code.
13. Theater other than drive-in.
(*Ord. No. 3716, April 22, 2013*)

5.22.03 Conditional Uses:

1. Automobile sales (new and used automobiles).
2. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Governmental Services – Maintenance and Service Facilities.
5. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)

5.22.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section 8.09.

5.22.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None for business.
3. Maximum height of building: 75 feet, when abutting a commercial zone. 35 feet, when abutting a residential zone.
4. Minimum front yard: None for business.
5. Minimum rear yard: 10 feet
6. Minimum side yard: 5 feet when abutting any zone requiring a side yard.
7. Minimum side yard on street side of corner: None.
8. Maximum gross floor area ratio: 2.0.
9. Maximum ground coverage including accessory buildings, loading docks, incinerators and vending devices: 95 percent.

5.22.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers, and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
5. All landscaping shall conform with Article 9.

Section 5.23 BGM Metropolitan General Business District

5.23.01 Intent. This zone is designed to provide a general business zone which will take into account the special characteristics of the Central Commercial Area.

5.23.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to small box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - J. Bank, Savings and Loan Association.
 - K. Barber, beauty shops.
 - L. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - M. Book store.
 - N. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
 - O. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - P. Car wash.
 - Q. Childcare center.
 - R. Commercial parking lots.
 - S. Community Center (*Ord. 3802, March 9, 2015*)
 - T. Convenient store with limited fuel sales.
 - U. Dairy products sales.
 - V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - W. Dental clinic.
 - X. Drug or drug-variety store.
 - Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
 - Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
 - AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
 - BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
 - CC. Dry goods store.
 - DD. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
 - EE. Feed and seed store.
 - FF. Florist shop.
 - GG. Frame shop.
 - HH. Frozen food lockers for individual or family trade, but no slaughtering, killing,

- eviscerating, skinning, plucking or smoking on the premises.
- II. Furniture and antique homes and stores including used furniture store.
- JJ. Furniture (specialty) shops.
- KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- LL. Garden supply, commercial greenhouses, nursery stock sales yards.
- MM. Gasoline stations.
- NN. General office uses. (*Ord. No. 3984, December 3, 2019*)
- OO. Gift and card shop.
- PP. Grocery, supermarket.
- QQ. Gunsmith.
- RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- SS. Hobby and craft store.
- TT. Interior design firm.
- UU. Jewelry store.
- VV. Laundry (self-service automatic) of not more than 30 washing units.
- WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. (*Ord. No. 3899, February 12, 2018*)
- XX. Liquor stores.
- YY. Loan office.
- ZZ. Locksmith.
- AAA. Machine sales and service (stationery and office)
- BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
- DDD. Medical clinics.
- EEE. Microbreweries and brew pubs.
- FFF. Music store, music studio.
- GGG. News and tobacco store.
- HHH. Outlet retail store.
- III. Paint, wallpaper, drapery and floor covering store.
- JJJ. Pawn shops.
- KKK. Pet shop, provided that all facilities are fully enclosed.
- LLL. Photographer, artist, photo finishing, and camera store.
- MMM. Printing job, when mechanical operation is not visible from a street and employing not over 4 persons.
- NNN. Real estate sales office.
- OOO. Restaurant (Drive-in or fast food).
- PPP. Restaurant (Entertainment).
- QQQ. Restaurant (General).
- RRR. Restaurant (Limited).
- SSS. Secondhand stores.
- TTT. Shoe repair shop.
- UUU. Shoe store.
- VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
- WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
- XXX. Telephone answering service.
- YYY. Telephone exchange.
- ZZZ. Television, radio and small appliance repair.
- AAAA. Toy and sporting goods store.
- BBBB. Upholstery shops.
- CCCC. Variety store.
2. Call center.
3. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
- A. Lot Standards: All space limits as specified in the BG zone shall be met.
- B. Site Plan: Each application shall provide a detailed site plan as required by the Planning ~~Director~~ **Manager**.
4. Governmental Services – administrative Facilities.

5. Logistical center.
6. Mortuaries, funeral homes and funeral chapels.
7. Motel, Hotel.
8. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
9. Radio and television stations, except transmission towers over 35 feet high.
10. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
11. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
12. Residential - Apartment houses, apartment hotels and mixed business and apartment buildings constructed to standards of the RG 8 Zone.
13. Residential - Single family residences, when not in a business building or on the same zoning lot as a business building, and when in conformity with the space limits of the RG 50 Zone.
14. Theater other than drive-in.
(Ord. No. 3716, April 22, 2013)

5.23.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.

5.23.04 Permitted Accessory Uses:

1. Accessory uses for residential development shall include those listed under the RG 8 or RG 50 Zone depending upon principle use and shall be established and conducted in accordance with the regulations of that zone.
2. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
3. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

5.23.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None.
3. Maximum height of building: No restriction except by gross floor area ratio.
4. Minimum front yard: None.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: None.
8. Maximum gross floor area ratio: 12.0
9. Maximum ground coverage: 100 percent.

5.23.06 Miscellaneous Provisions:

1. Off-street loading shall be provided for all new buildings. Off-street parking may be provided by governmental or group action. It is not desired that each building supply parking space to meet its full demands on or adjacent to its site in that such an arrangement would tend to spread the BGM district over too large an area to make pedestrian communication and interchange convenient.
2. All signage shall be in conformance with Article 7.
3. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
4. All landscaping shall conform with Article 9.
5. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.

Section 5.24 BGH Heavy General Business District

5.24.01 Intent. This zone is designed to provide for the widest range of retail and service establishments short of actual industrial operations.

5.24.02 Permitted Uses:

- I. Retail and service stores and offices of the following types ranging from small stores to large box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - K. Bank, Savings and Loan Association.
 - L. Barber, beauty shops.
 - M. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - N. Book store.
 - O. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddie parks, skating rinks.
 - P. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - Q. Car wash.
 - R. Childcare center.
 - S. Commercial parking lots.
 - T. Convenient store with limited fuel sales.
 - U. Dairy products sales.
 - V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - W. Dental clinic.
 - X. Drug or drug-variety store.
 - Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
 - Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
 - AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
 - BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
 - CC. Dry goods store.
 - DD. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
 - EE. Feed and seed store.
 - FF. Florist shop.
 - GG. Frame shop.
 - HH. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking or smoking on the premises.
 - II. Furniture and antique homes and stores including used furniture store.
 - JJ. Furniture (specialty) shops.
 - KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.

- LL. Garden supply, commercial greenhouses, nursery stock sales yards.
- MM. Gasoline stations.
- NN. General office uses. (*Ord. No. 3984, December 3, 2019*)
- OO. Gift and card shop.
- PP. Grocery, supermarket.
- QQ. Gunsmith.
- RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- SS. Hobby and craft store.
- TT. Interior design firm.
- UU. Jewelry store.
- VV. Laundry (self-service automatic) of not more than 30 washing units.
- WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. (*Ord. No. 3899, February 12, 2018*)
- XX. Liquor stores.
- YY. Loan office.
- ZZ. Locksmith.
- AAA. Machine sales and service (stationery and office)
- BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
- DDD. Medical clinics.
- EEE. Microbreweries and brew pubs.
- FFF. Music store, music studio.
- GGG. News and tobacco store.
- HHH. Outlet retail store.
- III. Paint, wallpaper, drapery and floor covering store.
- JJJ. Pawn shops.
- KKK. Pet shop, provided that all facilities are fully enclosed.
- LLL. Photographer, artist, photo finishing, and camera store.
- MMM. Printing job, when mechanical operation is not visible from a street and employing not over 15 persons engaged in operating digital printing equipment and may be incidental to other uses permitted hereunder. (*Ord. No. 3984, December 3, 2019*)
- NNN. Real estate sales office.
- OOO. Restaurant (Drive-in or fast food).
- PPP. Restaurant (Entertainment).
- QQQ. Restaurant (General).
- RRR. Restaurant (Limited).
- SSS. Second hand stores.
- TTT. Shoe repair shop.
- UUU. Shoe store.
- VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
- WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
- XXX. Telephone answering service.
- YYY. Telephone exchange.
- ZZZ. Television, radio and small appliance repair.
- AAAA. Toy and sporting goods store.
- BBBB. Upholstery shops.
- CCCC. Variety store. (*Ord. No. 3716, April 22, 2013*)
2. Automobile sales – New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
3. Call center.
4. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
- A. Lot Standards: All space limits as specified in the BG zone shall be met.
- B. Site Plan: Each application shall provide a detailed site plan as required by the Planning ~~Director-Manager~~.
5. Governmental Services – Administrative Facilities.
6. Governmental Services – Maintenance and Service Facilities.
7. Logistical center.

8. Mixed commercial – Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
9. Mortuaries, funeral homes and funeral chapels.
10. Motel, Hotel.
11. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
12. Radio and television stations, except transmission towers over 35 feet high.
13. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
14. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
15. Theater other than drive-in.
16. Wholesale stores, but not establishments operated primarily as a warehouse. A wholesale store shall be distinguished from a warehouse if there is one square foot of office, sales and display space for each square foot of warehousing space, and the building is so arranged as to encourage walk-in trade.

5.24.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Self-storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the BGH Zone shall be followed, however, the maximum height for any structure within the facility shall be twenty (20) feet.
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may be open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide fire access from one storage bay to another.
 - D. Storage Restrictions: all storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading: Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee whichever is greater.
Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive lane width shall be twenty(-)four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager. All fencing shall be located on the interior side of the required buffer yards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Director~~ Manager. (Ord. No. 3888, Dec. 11, 2017)
4. Indoor Firing Range (Ord. No. 3698, Feb. 11, 2013)
5. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition, provided the following conditions are met:
 - A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager or Designee. All fencing shall be located on the interior side of the required buffer yards.
6. The parking of semi-trailers, tractors, truck-tractors, or any truck in operable condition exceeding eight (8) feet in width or twenty-one (21) feet in length may be allowed when not utilizing required parking as defined in Section 8 of the zoning ordinances. If necessary, trucks will be measured bumper to bumper, including overhangs and attachments such as trailer hitches and side mirrors.
 - A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager or Designee. All fencing shall be located on the interior side of the required buffer yards. (Ord. No. 3991, April 21, 2020)

5.24.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

5.24.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None for business.
3. Maximum height of building: 55 feet.
4. Minimum front yard: None for business.
5. Minimum rear yard: None for business.
6. Minimum side yard: None for business.
7. Minimum side yard on street side of corner: None for business.
8. Maximum gross floor area ration: 6.0.
9. Maximum ground coverage: 100 percent for business or mixed business.

5.24.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers, and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
5. All landscaping shall conform with Article 9.

Section 5.25 PCO Planned Center Overlay District

5.25.01 Intent. This zone is designed to be appended to any of the business zones. The use characteristics of the zone to which it is appended will control, but the procedure set forth herein will allow for new and modern design that is not possible under regulations designed for control of individual and independent development of adjacent business properties.

5.25.02 Principal Permitted Uses:

1. The principal permitted uses shall be the same as the zone upon which the PCO, Planned Center Overlay District is appended.

5.25.03 Permitted Conditional Uses:

1. The permitted conditional uses shall be the same as the zone upon which the PCO, Planned Center Overlay District is appended.

5.25.04 Permitted Accessory Uses:

1. The permitted accessory uses shall be the same as the zone upon which the PCO, Planned Center Overlay District is appended.

5.25.05 Space Limits:

1. The space limits shall at least meet the requirements of the zone upon which the PCO, Planned Center Overlay District is appended, but may be more restrictive than said limits in order to make the proposal appropriate to the proposed location and to meet the requirements of the enabling statute as to reasonableness in light of any unique characteristics of the area in which the planned center is located as may be determined by the Commission.

5.25.06 Special Provisions:

1. The entire parcel of land in the PCO, Planned Center Overlay District shall be considered as one zoning lot in arranging buildings and other facilities.
2. The Commission and the Council shall take into consideration the ability of nearby streets to handle traffic generated by the proposed development and shall take into consideration the effects upon the value and amenities of the nearby neighborhood residential properties and in the event of conflict between the maintenance of such values and the proposed development, shall weigh the equities between the two using the criterion of community service and maintaining the concept of the zoning plan in assessing the position of the proposed development. To this end the proponents of the proposed development shall be required to submit competent market surveys.

5.25.07 Procedure:

1. Proponents of a rezoning to PCO, Planned Center Overlay District shall submit a site plan of the proposed development as an exhibit accompanying the request for a change of zone. The minimum requirements to be shown on the site plan exhibit as submitted shall be determined by the Planning ~~Director~~ **Manager** of the Planning Department of the City of Bellevue.
2. The Commission may also request a market analysis to substantiate the necessity, size and location of the proposed development.
3. The Commission shall initiate change of zone amendment as set forth in this ordinance.
4. The site plan shall become an exhibit accompanying the change of zone amendment if such amendment is passed. Such site plan shall be filed of record in the county offices specified for recording zoning ordinances(7) and shall form the basis for any building permits.
5. The proponents of the planned center shall begin to construct the center as proposed within three years of the recording of the ordinance designating the land in the PCO, Planned Center Overlay District. If such construction is not commenced and pursued in an orderly manner toward completion, the Commission may initiate action to abolish the zoning or reduce the size of the tract to fit the scope of the actual development. It is intended that a Planned Center Overlay District be designed to carry out the objectives of the planning practices established by the Commission for development of the city and to be so developed within a reasonable time. It is hereby declared that the holding for speculative purposes of undeveloped land zoned as a planned center is contrary to the purposes of said planning practices established by the Commission.

6. It is recognized that exigencies of development and construction may require minor changes in the detail of an originally proposed plan. The Commission is therefore authorized to grant changes from the original plan as appears of record with the zoning amendment, provided said changes do not materially affect the basic design or negate any special features which were designed to facilitate traffic or preserve neighborhood amenities.
7. Business developments substantially completed at the time of enactment of this ordinance may be designated as PCO, Planned Center Overlay District, but the special provisions set forth herein for establishing such a zone shall not apply. The Commission and Council may zone areas for PCO, Planned Center Overlay District in the advance of plans for development if they determine that said shopping center is contemplated in the planning practices established by the Commission. In this event, plans shall be submitted according to the procedures set forth herein before building permits are issued. Irrespective of the PCO, Planned Center Overlay District being a combining zone, property zoned PCO, Planned Center Overlay District may not be developed solely according to the rules and regulations of the primary zone so long as the PCO, Planned Center designation remains appended, but shall in each case follow the procedure set forth for Planned Unit Development.

Section 5.26 FX Flex Space District

5.26.01 Intent: This zone provides for a variety of commercial, retail, and industrial uses. The flex space district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public, and light industrial.

5.26.02 Permitted Uses:

The following principal uses are permitted in the FX District.

1. Building materials yards with enclosed and screened storage areas.
2. Business parks and services.
3. Call center.
4. Car wash.
5. Commercial parking lots.
6. Commercial recreation facilities, indoor and outdoor.
7. Construction and contractor storage yards.
8. Convenience store with limited fuel sales.
9. Facilities for building construction contractors.
10. Garden supply and retail garden center.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Highway maintenance yards or buildings.
14. Laboratories.
15. Landscape and horticultural services.
16. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
17. Logistical center.
18. Lumber and other building materials dealer
19. Manufacture and assembly of electrical and electronic appliances.
20. Manufacture of light sheet metal products including heating and ventilation equipment.
21. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
22. Parks and recreation.
23. Printing and publishing business.
24. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
25. Railroad through and spur tracks.
26. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses. (*Ord. 3990, April 21, 2020*)
27. Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
 - A. Antique store
 - B. Automobile parts and supply store
 - C. Bicycle shop
 - D. Communication services
 - E. Dairy products sales
 - F. Dance studios, not including those classified under Sexually Oriented Business
 - G. Dry cleaning and laundry pickup
 - H. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
 - I. Furniture store or showroom
 - J. Gunsmith
 - K. Hardware store
 - L. Health Clubs, exercise, fitness and tanning salons, not including uses defined under Sexually Oriented Business
 - M. Hobby and craft store
 - N. Locksmith
 - O. Outlet retail store
 - P. Paint store
 - Q. Pet shop, provided that all facilities are fully enclosed.
 - R. Secondhand stores
 - S. Social club and fraternal organizations, not including uses defined under Sexually Oriented Business

- T. Telephone answering service
 - U. Telephone exchange
28. Self-service storage facilities, provided they meet the following restrictions:
- A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
 Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager. All fencing shall be located on the interior side of the required buffer yards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Director~~ Manager.
 - I. Special and vocational educational and training facilities.
29. Stone and monument work.
30. Totally enclosed, automated and conveyor-style car washes.
31. Toy and sporting goods store.
32. Veterinarian services or animal hospitals.
33. Warehouses and wholesale businesses.

5.26.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the FX District as recommended by the Planning Commission and approved by the City Council.

- 1. Amusement parks.
- 2. Auction Sales.
- 3. Automotive rental / leasing and other heavy equipment rental.
- 4. Automotive sales and repair service, including recreational vehicles such as boats and campers
- 5. Bowling center.
- 6. Cabinetry millwork
- 7. Commercial greenhouse.
- 8. Construction and heavy equipment sales and service.
- 9. Farm implement sales and service.
- 10. Fertilizer transmission lines.
- 11. Home Improvement Center; provided that the following minimum standards are present:
 - A. All lumber shall be enclosed with the primary structure.
 - B. All year-round landscaping materials shall be enclosed within the primary structure.
- 12. Hotels and Motels
- 13. Kennels and stables
- 14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary, as an accessory to permitted use
- 15. Mail order services.
- 16. Micro()breweries and brew pubs.
- 17. Outdoor storage, subject to the following requirements:
 - A. A landscape buffer shall be provided subject to the approval of the zoning administrator.
 - B. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
 - C. All outdoor storage areas shall be screened by a fence or wall or a combination of both and shall be located to the rear of the landscape buffer.

18. Radio, television and communication towers and transmitters, as per Section 8.05.
19. Recreational establishments.
20. Recycling collection and processing facilities, both public and private.
21. Research facilities.
22. Truck Stops.
23. Utility substations, terminal facilities, and reservoirs.

5.26.04 Permitted Accessory Uses:

1. Accessory uses for commercial or light industrial (flex) development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.26.05 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet front yard setback required only when no parking is present in the front yard. If parking is located in the front yard, then front yard setback is a minimum of 50 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

5.26.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
5. All landscaping shall be in conformance with Article 9.
5. When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within 15 feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Article 9.
7. No outdoor storage is permitted, except
 - A. The display of new merchandise for sale to the public
 - B. Unless specifically permitted within this Section
8. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
9. No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling.
10. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
11. Performance standards shall conform to Section ~~8.07~~ 8.08 of the Supplemental Regulations.

Section 5.27 ML Light Manufacturing District

5.27.01 **Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

5.27.02 **Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services - administrative facilities.
14. Governmental services- maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainage way or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.

- F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ **Manager**. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
- 33. Printing services, when mechanical operation is not visible from a street.
 - 34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
 - 35. Radio and television stations, except transmission towers over 35 feet high.
 - 36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
 - 37. Recycling collection and processing facilities, both public and private. (*Ord. No. 4053, Oct. 5, 2021*)
 - 38. Self-service storage facilities, provided they meet the following restrictions :
 - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
 - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ **Manager**. All fencing shall be located on the interior side of the required buffer yards.
 - J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Director~~ **Manager**. (*Ord. No. 3888, Dec. 11, 2017*)
 - 39. Special and vocational educational and training facilities.
 - 40. Stone and monument work.
 - 41. Trucking terminals containing four or less loading or transfer bays.
 - 42. Upholstery shops.
 - 43. Veterinary Services.
 - 44. Warehouses and storage of non-hazardous goods provided storage be inside building.

5.27.03**Conditional Uses:**

- 1. Commercial/Utility grade wind energy systems, subject to Section ~~8.10~~ **8.11**.
- 2. Commercial/Utility grade SCS, subject to Section 8.07. (*Ord No. 4055, Oct 5, 2021*)
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)

5.27.04**Specifically Excluded Uses:**

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
 - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.

- B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
- C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
- D. Motels, hotels, and mobile home parks.
- E. Public, parochial and private schools and colleges, except trade schools.
- F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

5.27.05 Permitted Accessory Uses:

1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.27.06 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

5.27.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9.
5. No outdoor storage is permitted, except
 - A. The display of new merchandise for sale to the public
 - B. Unless specifically permitted within this Section
6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section ~~8.07~~ 8.08 of the Supplemental Regulations.

Section 5.28 MH Heavy Manufacturing District

5.28.01 Intent. This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainage way or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will

- preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
- F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
- G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
- H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ **Manager**. All fencing/screening walls shall be located on the interior side of any required landscaping.
- I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.
34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Recycling Collection and processing facilities, both public and private. (*Ord. No. 4053, Oct 5, 2021*)
36. Self-service storage facilities provided they meet the following restrictions:
- A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
- B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
- C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
- D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
- E. Parking/Loading:
 Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
 Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
- F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
- G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ **Manager**. All fencing shall be located on the interior side of the required buffer yards.
- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Director~~ **Manager**. (*Ord. No. 3888, Dec. 11, 2017*)
37. Stone and monument work.
38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
39. Temporary batch plants, not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
40. Truck wash.
41. Trucking terminals containing in excess of four loading or transfer bays.
42. Veterinary Services, including livestock.
43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
44. Yards for the sale, transfer and temporary holding of livestock. (*Ord. No. 3840, Feb.8, 2016*)

5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section ~~8.40.8.11~~.
2. Commercial/Utility grade SCS, subject to Section 8.07 (*Ord. No. 4055, Oct 5, 2021*)
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Meat packing, slaughtering, eviscerating and skinning.
5. Permanent batch plants for concrete, asphalt, or paving material.
6. Permanent recycling plant for concrete, asphalt, or paving material. (*Ord. No. 4027, March 2, 2021*).

7. Poultry killing, plucking and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
10. Special and vocational educational and training facilities.
11. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
 12. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
 - A. Any use which cannot meet the performance standards set forth herein.
 - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
 - C. Schools and colleges, except trade schools.
 - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
 - E. Motels, hotels and mobile home parks.
 - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.28.06 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section ~~8.07~~ 8.08 of the Supplemental Regulations.

Section 5.29 AICUZ Air Installation Compatible Use Zone; Clear Zone, Accident Potential Zones I and II, Noise Zones, and Height and Obstruction Criteria (Overlay District)

5.29.01 Intent.

1. To reduce the risk to public health, safety, and quality of life due to aircraft noise exposure and accident potential.
2. To promote compatible land development in areas surrounding a military airfield by regulating land uses and establishing criteria for the regulation of building height and density.
3. To preserve the operational capabilities and mission of Offutt Air Force Base and to prohibit uses which create potential hazards to the safe approach and departure of aircraft.
4. To address potentially life(-)threatening situations in areas exposed to aircraft accident potential through restrictions on the congregation of large numbers of people or high concentrations of people and by restrictions on concentrations of people who are unable to respond to emergency situations such as children, elderly, handicapped, and persons undergoing medical treatment.
5. To increase the protection of persons exposed to high levels of aircraft noise by requiring acoustical treatment in buildings located within these areas and regulating those uses which are sensitive to such noise.

5.29.02 Definition of Terms

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

Air Installation Compatible Use Zone (AICUZ) – Land areas upon which certain land uses may obstruct the airspace or otherwise be hazardous to aircraft operations, and land areas which are exposed to the health or safety hazards of aircraft operations, including:

1. Accidental Potential Zones (APZ) based on past Air Force aircraft accidents and installation operational data;
2. Noise Zones (NZ) produced by the computerized Day-Night Average Noise Level (Ldn) methodology;
3. The Height and Obstruction (HO) criteria designated by the Federal Aviation Administration (FAA) and the Air Force.

AICUZ Report – The Air Installation Compatible Use Zone Report for Offutt Air Force Base dated October 1992, or as may be updated or amended.

Clear Zone (CZ) – An area immediately beyond the ends of the runway, encompassing an area 3,000 feet in width by 3,000 feet in length, which the Department of Defense (DoD) generally acquires through purchase or easement to prevent development due to its high potential for accidents.

Accident Potential Zone I (APZ I) – An area beyond the Clear Zone, encompassing an area 3,000 feet in width by 5,000 feet in length, which possesses a significant potential for accidents and warrants land use planning controls for the protection of the public.

Accident Potential Zone II (APZ II) – An area beyond the Accident Potential Zone I, encompassing an area 3,000 feet in width by 7,000 feet in length, which has a measurable potential for accidents and warrants land use planning controls for the protection of the public.

Noise Zones (NZ) – Areas containing levels of noise exposure based on current aircraft operations plotted at increments of 5 decibels (dB), ranging from Ldn 65 to Ldn 80.

5.29.03 General Provisions

1. APPLICABILITY

This ordinance shall apply to all lands within the jurisdiction of the City of Bellevue, Nebraska, and its extraterritorial jurisdiction identified in the Air Installation Compatible Use Zone Report for Offutt Air Force Base dated October 1992, or as may be updated or amended. These lands include areas designated as Clear Zones, Accident Potential Zones I and II, Noise Zones, and the Height and Obstruction criteria designated by the FAA and DoD. In all areas covered by this ordinance, no development shall be permitted except upon a permit to develop granted by the City Council or its duly designated representative under such safeguards and restrictions as they may reasonably impose for the promotion and maintenance of the general welfare, health, and safety of the inhabitants of the community and where specifically noted in Sections 5.29.04,2-3 below. The following types of development shall be regulated by this ordinance.

- A. New development.
- B. A change in, expansion of, or addition to the use of an existing structure as follows:
 - i. The residential density or employee density requirements of Sections 5.29.06,1-2 apply to the entire existing structure if the change, expansion, or addition results in an increase in any of the following:

- a. Employee density;
 - b. Residential density;
 - c. Number of employees; or
 - d. Number of persons of the general public for which the structure was intended or designed to accommodate.
- ii. The noise attenuation requirements of Section 5.29.06,1 apply to the entire existing structure if the use of the existing structure is changed from any other land use to one or more of the following uses:
 - a. Residential;
 - b. Place of public accommodation; or
 - c. Administrative or professional office.
- C. Expansion of an existing development as follows:
- i. If the gross floor area of a structure or the gross floor area on the project site is expanded by less than fifty (50) percent, the provisions of Section 5.29.06 apply only to the areas of expansion.
 - ii. If the gross floor area of a structure is expanded by fifty (50) percent or more, the requirements of Section 5.29.06 apply to the entire structure. The sound attenuation requirement in this section does not, however, apply to an expansion of the following types of structures existing prior to the effective date of this ordinance.
 - a. A single family or duplex dwelling; or
 - b. A manufactured or mobile home.
 - iii. If the gross floor area on a project site is expanded by fifty (50) percent or more, the employee density and lot coverage requirements of 5.29.06,1-2 apply to the entire project site.
 - iv. Cumulation of Expansions. Expansions are cumulated over time from the effective date of this ordinance. Once a structure or project site is brought into conformance with the provisions of this ordinance, subsequent expansions are accumulated as of the date the existing structure or project site is brought into conformance.

2. ENFORCEMENT OFFICER

The City Administrator or his/her designee is hereby designated as the City Council's duly designated Enforcement Officer under this ordinance.

3. RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES

The boundaries of the Clear Zones, Accident Potential Zones I and II, Noise Zones, and the Height and Obstruction criteria designated by the FAA and DoD, shall be determined by scaling distances on the official zoning map of the City of Bellevue, Nebraska. Where interpretation is needed to the exact location of the boundaries, the Enforcement Officer shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute.

4. COMPLIANCE

No development located within the AICUZ shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

5. ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

6. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of any other powers granted by State Statutes.

7. WARNING AND DISCLAIMER OF LIABILITY

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. This ordinance does not imply that areas outside of the AICUZ or land uses permitted within such districts will be free from hazards. This ordinance shall not create liability on the part of the City of Bellevue, Nebraska, or any officer or employee thereof for any damage that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

8. SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

9. APPLICATION FOR APPEAL

Where a request for a permit to develop is denied by the Enforcement Officer, the applicant may apply for such permit or variance directly to the Board of Adjustment. The Board of Adjustment may grant or deny such request in accordance with the provisions of the Zoning Ordinance governing the Board of Adjustment.

5.29.04 DEVELOPMENT PERMIT

1. PERMIT REQUIRED

No person, firm, or corporation shall initiate any development or substantial improvement or cause the same to be done without first obtaining a separate permit for development as defined in Section 5.29.04,3.

2. ADMINISTRATION

The Enforcement Officer is hereby appointed to administer and implement the provisions of this ordinance. The duties of the Enforcement Officer shall include, but not be limited to:

- A. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.
- B. Review permits for proposed development to assure that all necessary permits have been obtained from those federal or state governmental agencies from which prior approval is required.
- C. Notify the Base Civil Engineer at Offutt Air Force Base for comments on the proposed development and its conformance with the standards as set forth in the AICUZ Report and the requirements of this ordinance.

3. APPLICATION FOR PERMIT

To obtain a permit, the applicant shall first file an application, in writing, on a form furnished for that purpose. Every such application shall:

- A. Include a site plan showing all existing and proposed structures located within the property, height of all existing and proposed structures, total acreage of the parcel, distance to the property line and distance to structures which are adjacent to the property scale of the drawing, north arrow, and date of the drawing.
- B. Identify and describe the work to be covered by the permit.
- C. Describe the land on which the proposed work is to be done by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed building or work.
- D. Indicate the use or occupancy for which the proposed work is intended.
- E. Be signed by the property owner or his authorized agent who may be required to submit evidence to indicate such authority.
- F. Include correspondence from the FAA and/or DoD to demonstrate compliance with their requirements, if applicable.
- G. Give such other information as may reasonably be required by the Enforcement Officer.

5.29.05 ESTABLISHMENT OF ZONING DISTRICTS

The mapped AICUZ areas within the jurisdiction of this ordinance are hereby divided into the following districts; Clear Zone (CZ), Accident Potential Zone I (APZ I), Accident Potential Zone II (APZ II), Noise Zones (NZ), and the Height and Obstruction (HO) criteria designated by the FAA and the Air Force. Within these districts, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited. These zones shall be consistent with the zones as identified in the AICUZ Report and shall be indicated on the atlas of maps which is entitled "Official Zoning Map – AICUZ Overlay" incorporated herein and by this reference made a part hereof.

5.29.06 STANDARDS FOR THE CLEAR ZONE (CZ), ACCIDENT POTENTIAL ZONE I (APZ I), ACCIDENT POTENTIAL ZONE II (APZ II), AND NOISE ZONES (NZ)

1. LAND USE RESTRICTIONS

All applications for development permits submitted per the requirements of Section 5.29.04,3 shall be reviewed based on the following criteria:

Land Use		Accident Potential Zones			Noise Zones			
SLUCM NO.	NAME	CLEAR ZONE	APZ I	APZ II	65-70	70-75	75-80	80+
10	Residential							
11	Household units							
11.11	Single units; detached	N	N	Y ¹	25 ¹¹	30 ¹¹	N	N
11.12	Single units; semi detached	N	N	N	25 ¹¹	30 ¹¹	N	N
11.13	Single units; attached row	N	N	N	25 ¹¹	30 ¹¹	N	N
11.21	Two units; side-by-side	N	N	N	25 ¹¹	30 ¹¹	N	N
11.22	Two units; one above the other	N	N	N	25 ¹¹	30 ¹¹	N	N
11.31	Apartments; walk up	N	N	N	25 ¹¹	30 ¹¹	N	N
11.32	Apartments; elevator	N	N	N	25 ¹¹	30 ¹¹	N	N
12	Group quarters	N	N	N	25 ¹¹	30 ¹¹	N	N
13	Residential hotels	N	N	N	25 ¹¹	30 ¹¹	N	N
14	Mobile home parks or courts	N	N	N	N	N	N	N
15	Transient lodgings	N	N	N	25 ¹¹	30 ¹¹	35 ¹¹	N
16	Other residential	N	N	N ¹	25 ¹¹	30 ¹¹	N	N
20	Manufacturing							
21	Food & Kindred products; manufacturing	N	N ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
22	Textile mill products; manufacturing	N	N ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
23	Apparel & other finished products made from fabrics	N	N	N ²	Y	Y ¹²	Y ¹³	Y ¹⁴
24	Lumber & wood products (except furniture); manufacturing	N	Y ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
25	Furniture & fixtures; manufacturing	N	Y ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
26	Paper & allied products; manufacturing	N	Y ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
27	Printing, publishing, & allied industries	N	Y ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
28	Chemicals & allied products; manufacturing	N	N	N ²	Y	Y ¹²	Y ¹³	Y ¹⁴
29	Petroleum refining & related industries	N	N	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
30	Manufacturing							
31	Rubber & misc. plastic products; manufacturing	N	N ²	N ²	Y	Y ¹²	Y ¹³	Y ¹⁴
32	Stone, clay, & glass products, manufacturing	N	N ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
33	Primary metal industries	N	N ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
34	Fabricated metal products; manufacturing	N	N ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
35	Professional, scientific, & controlling instruments; photographic & optical goods; watches & clocks	N	N	N ²	Y	25	30	N
39	Miscellaneous manufacturing	N	Y ²	Y ²	Y	Y ¹²	Y ¹³	Y ¹⁴
	Transportation, communications, & utilities							
	Railroad, rapid rail transit, & street railroad transportation	N ³	Y ⁴	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
	Motor vehicle transportation	N ³	Y	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
	Aircraft transportation	N ³	Y ⁴	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
	Marine craft transportation	N ³	Y ⁴	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
SLUCM NO.	NAME	CLEAR ZONE	APZ I	APZ II	65-70	70-75	75-80	80+
	Highway & street right-of-way	N ³	Y	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
	Automobile parking	N ³	Y ⁴	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
	Communication	N ³	Y ⁴	Y	Y	25 ¹⁵	30 ¹⁵	N
	Utilities	N ³	Y ⁴	Y	Y	Y	Y ¹²	Y ¹³
	Other transportation, communication, & utilities	N ³	Y ⁴	Y	Y	25 ¹⁵	30 ¹⁵	N
	Trade							

	Wholesale Trade	N	Y ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
	Retail trade-building materials, hardware, & farm equipment	N	Y ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
	Retail trade-general merchandise	N	N ²	Y ²	Y	25	30	N
	Retail trade-food	N	N ²	Y ²	Y	25	30	N
	Retail trade-automotive, marine craft, & aircraft & accessories	N	N ²	Y ²	Y	25	30	N
	Retail trade-apparel & accessories	N	N ²	Y ²	Y	25	30	N
	Retail trade-furniture, home furnishings, & equipment	N	N ²	Y ²	Y	25	30	N
	Retail trade-eating & drinking establishments	N	N ²	Y ²	Y	25	30	N
	Other retail trade	N	N ²	Y ²	Y	25	30	N
	Services							
	Finance, insurance, & real estate services	N	N	Y ⁶	Y	25	30	N
	Personal services	N	N	Y ⁶	Y	25	30	N
	Cemeteries	N	Y ⁷	Y ⁷	Y	Y ¹²	Y ¹³	Y ^{14,21}
	Business services	N	Y ⁸	Y ⁸	Y	25	30	N
	Repair services	N	Y ²	Y	Y	Y ¹²	Y ¹³	Y ¹⁴
	Professional services	N	N	Y ⁶	Y	20	30	N
	Hospitals, nursing homes	N	N	N	25*	30*	N	N
	Other medical facilities	N	N	N	Y	25	30	N
	Contract construction services	N	Y ⁶	Y	Y	25	30	N
	Governmental services	N	N	Y ⁶	Y*	25*	30*	N
	Educational services	N	N	N	25*	30*	N	N
	Miscellaneous services	N	N ²	Y ²	Y	25	30	N
70	Cultural, entertainment, & recreational							
71	Cultural activities (including churches)	N	N	N ²	25*	30*	N	N
71.2	Nature exhibits	N	Y ²	Y	Y*	N	N	N
72	Public assembly	N	N	N	Y	N	N	N
72.1	Auditoriums, concert halls	N	N	N	25	30	N	N
72.11	Outdoor music shells, amphitheaters	N	N	N	N	N	N	N
72.2	Outdoor sports arenas, spectator sports	N	N	N	Y ¹⁷	Y ¹⁷	N	N
73	Amusements	N	N	Y ⁸	Y	Y	N	N
74	Recreational activities (inc. golf courses, riding stables, water recreation)	N	Y ^{8,9,10}	Y	Y*	25*	30*	N
75	Resort and group camps	N	N	N	Y*	Y*	N	N
76	Parks	N	Y ⁸	Y ⁸	Y*	Y*	N	N
79	Other cultural, entertainment, & recreation	N	Y ⁹	Y ⁹	Y*	Y*	N	N
80	Resource production & extraction							
SLUCM NO.	NAME	CLEAR ZONE	APZ I	APZ II	65-70	70-75	75-80	80+
81	Agriculture (except livestock)	Y	Y	Y	Y ¹⁸	Y ¹⁹	Y ²⁰	Y ^{20,21}
81.5-81.7	Livestock farming & animal breeding	N	Y	Y	Y ¹⁸	Y ¹⁹	Y ²⁰	Y ^{20,21}
82	Agricultural related activities	N	Y ⁵	Y	Y ¹⁸	Y ¹⁹	N	N
83	Forestry activities & related services	N ⁵	Y	Y	Y ¹⁸	Y ¹⁹	Y ²⁰	Y ^{20,21}
84	Fishing activities & related services	N ⁵	Y ⁵	Y	Y	Y	Y	Y
85	Mining activities & related services	N	Y ⁵	Y	Y	Y	Y	Y
89	Other resource production & extraction	N	Y ⁵	Y	Y	Y	Y	Y

The designation of these uses as “compatible” in this zone reflects individual Federal agencies, and program consideration of general cost and feasibility factors as well as past community experiences and program objectives. Localities, when evaluating the application of these guidelines to specific situations, may have different concerns or goals to consider.

LEGEND

SLUCM	Standard Land Use Coding Manual, U.S. Department of Transportation.
Y (YES)	Land Use and related structures are compatible without restriction.
N (NO)	Land Use and related structures are not compatible and should be prohibited.
NLR (NOISE LEVEL REDUCTION)	NLR (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure. See Appendix E, Vol. II.
25, 30, OR 35	Land use and related structures generally compatible; measures to achieve NLR of 25, 30, or 35 need to be incorporated into the design and construction of structures. See Appendix E, Vol. II.
25*, 30* and 35*	Land use generally compatible with NLR. However, measures to achieve an overall noise level reduction do not necessarily solve noise difficulties and additional evaluation is warranted.

NOTES

- ¹ Suggested maximum density 1-2 dwelling units per acre, possibly increased under a Planned Unit Development (PUD) where maximum lot coverage is less than twenty (20) percent.
- ² Within each land use category, uses exist where further definition may be needed due to the variation of densities in people and structures. (See Section 5.29.06,2)
- ³ The placing of structures, buildings, or above-ground utility lines in the Clear Zone is subject to severe restrictions. In a majority of the Clear Zones, these items are prohibited. See Air Force Regulation 19-9 and Air Force Regulation 86-14 for specific guidance.
- ⁴ No passenger terminals and no major above-ground transmission lines in APZ I.
- ⁵ Factors to be considered; labor intensity, structural coverage, explosive characteristics, air pollution.
- ⁶ Low-intensity office uses only. Meeting places, auditoriums, etc., not recommended.
- ⁷ Excludes chapels.
- ⁸ Facilities must be low intensity.
- ⁹ Clubhouse not recommended.
- ¹⁰ Areas for gathering of people are not recommended.
- ¹¹ a. Although local conditions may require residential use, it is discouraged in Ldn 65-70 and strongly discouraged in Ldn 70-75. An evaluation should be conducted prior to approvals, indicating that a demonstrated community need for residential use would not be met if development were prohibited in these zones and that there are no viable alternative locations.
- b. Where the community determines the residential uses must be allowed, measures to achieve outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB (Ldn 65-70) and 30 dB (Ldn 70-75) should be incorporated into building codes and be considered in individual approvals. Normal construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10, or 15 dB over standard construction and normally assume mechanical ventilation and closed windows year-round. Additional consideration should be given to modifying NLR levels based on peak noise levels.
- c. NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design, and use of berms and barriers can help mitigate outdoor exposure particularly from near ground level sources. Measures that reduce noise at a site should be used whenever practical in preference to measures which only protect interior spaces.
- ¹² Measures to achieve NLR of 25 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.
- ¹³ Measures to achieve NLR of 30 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.
- ¹⁴ Measures to achieve NLR of 35 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.
- ¹⁵ If noise sensitive, use indicated NLR; if not, the use is compatible.
- ¹⁶ No buildings.
- ¹⁷ Land use compatible, provided special sound reinforcement systems are installed.
- ¹⁸ Residential buildings require a NLR of 25.
- ¹⁹ Residential buildings require a NLR of 30.
- ²⁰ Residential buildings not permitted.
- ²¹ Land use not recommended, built if community decides use is necessary, hearing protection devices should be worn by personnel.

2. CONCENTRATIONS OF PERSONS PER ACRE STANDARD

Uses are compatible if they do not result in a gathering of individuals in an area that would result in an average density of greater than 25 persons per acre per hour during a 24-hour period, not to exceed 50 persons per acre at any time.

- A. Average densities of persons per hour during a 24-hour period are determined by calculating the number of persons per acre expected on a site, multiplying by the number of hours they will be on the site, and dividing the total by 24.
- B. The maximum number of persons allowed per acre per hour is calculated by dividing the number of hours persons will be on the site by 24 hours, and then dividing 25 persons per acre per hour by the result. The resulting number is the maximum number of persons allowed per acre per hour, provided it does not exceed 50. Fifty persons per acre at any one time is the maximum number of persons allowed under the standard.
- C. Application of this formula results in the following table which specifies the maximum persons per acre per hour for the duration of time that persons are expected to be on site during a 24-hour period.

Hours of Operation Per Day	Max. Persons Allowed ¹ per Acre/ During Each Hour
24	25
23	26
22	27
21	28
20	30
19	31
18	33
17	35
16	37
15	40
14	42
13	46
12 or less	50 ²

¹ Fractions in the maximum number of persons allowed column are rounded to the lowest whole number.

² Concentrations of persons per acre cannot exceed 50 persons per acre at any time.

5.29.07 STANDARDS FOR THE AREA WITH HEIGHT AND OBSTRUCTION CRITERIA (HO)

1. HEIGHT AND OBSTRUCTIONS CRITERIA

This section establishes criteria for determining whether an object of structure is an obstruction to air navigation. Obstructions to air navigation are considered to be:

- A. Natural objects or man-made structures that protrude above the planes or surfaces as defined in the following paragraphs; and/or
- B. Man-made objects that extend more than 500 feet above the ground at the site of the structure.

2. LAND USE RESTRICTIONS

The land areas outlined herein are regulated to prevent uses which might otherwise be hazardous to aircraft operations. The following uses are therefore prohibited in these areas:

- A. Uses which release into the air any substance which would impair visibility or otherwise interfere with the operation of aircraft (i.e. steam, dust, and smoke).
- B. Uses which produce light emissions, either direct or indirect (reflective), which would interfere with pilot vision.
- C. Uses which produce emissions which would interfere with aircraft communications systems or navigational equipment.
- D. Uses which would attract birds or waterfowl, such as but not limited to, operations of sanitary landfills, maintenance of feeding stations, or the growing of certain vegetation.

3. HEIGHT RESTRICTIONS

To obtain a permit per Section 5.29.04,3, the applicant shall, in addition, submit calculations which show that the proposed project will meet the height restriction criteria of FAA Part 77 as described, in part, by the information contained in Section 5.29.07.

5.29.08 NONCONFORMING USE

1. A structure or the use of a structure or premises which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provision of this ordinance may be continued subject to the following conditions:

- A. No such use or substantial improvement of that use shall be expanded, changed, enlarged, or altered in a way which increases its nonconformity.
- B. If such use is discontinued for 365 calendar days, any future use of the building or premises shall conform to this ordinance.
- C. Uses or adjuncts thereof, which are or become nuisances, shall not be entitled to continue as nonconforming uses.

2. If any nonconforming use or structure is destroyed by any means, it shall not be reconstructed if the cost is more than sixty (60) percent of the market value of the structure before the damage occurred, except that if it is reconstructed in conformity with the provisions of this ordinance.

Section 5.30 FF/FW Flood Plain District (Overlay District)**5.30.01 Statutory Authorization, Findings of Fact and Purposes**

1. **Statutory Authorization**
The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety and general welfare. The Legislature, in Sections 31-1001 to 31-1022, R.R.S. 1943 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city or village with zoning jurisdiction over the flood-prone area. Therefore, City Council of Bellevue, Nebraska, ordains as follows:

2. **Findings of Fact**
 - A. **Flood Losses Resulting from Periodic Inundation**
The flood hazard areas of Bellevue, Nebraska, are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare.
 - B. **General Causes of the Flood Losses**
These flood losses are caused by: (1) The cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, (2) The occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others, which are inadequately elevated or otherwise unprotected from flood damages.
 - C. **Methods Used to Analyze Flood Hazards**
This ordinance uses a reasonable method of analyzing flood hazards which consists of a series of interrelated steps.
 - i. Selection of a regulatory flood which is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood is selected for this ordinance. It is representative of large floods which are reasonably characteristic of what can be expected to occur on the particular streams subject to this ordinance. It is in the general order of a flood which could be expected to have a one percent (1%) chance of occurrence in any one year, as delineated on the Federal Insurance Administration's Flood Insurance Study, and illustrative materials dated May 3, 2010 as amended.
 - ii. Calculation of water surface profiles based on a hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the base flood.
 - iii. Computation of the floodway required to convey this flood without increasing flood heights more than 1 foot at any point.
 - iv. Delineation of floodway encroachment lines within which no obstruction is permitted which would cause any water surface increase along the floodway profile.
 - v. Delineation of floodway fringe, i.e., that area outside the floodway encroachment lines, but which still is subject to inundation by the base flood.

3. **Statement of Purpose**
It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize those losses described in Section 5.30.01,2,A by applying the provisions of this ordinance to:
 - A. Restrict or prohibit uses which are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.
 - B. Require that uses vulnerable to floods, including public facilities which serve such uses, be provided with flood protection at the time of initial construction.
 - C. Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard.
 - D. Assure that eligibility is maintained for property owners in the community to purchase flood insurance in the National Flood Insurance Program.

5.30.02 General Provisions

1. **Lands to which Ordinance Applies**
This ordinance shall apply to all lands within the jurisdiction of the City of Bellevue that are subject to a 1% or greater chance of flooding in any given year, now or in the future, as identified as numbered and unnumbered A Zones (including AE, AO and AH Zones) on the effective Flood Insurance Rate Map (effective FIRM) dated May 3, 2010, or best available data as determined by more recent hydrologic and

hydraulic studies completed or approved by the City or other government agency. Requirements established in Section 5.30.04 of this ordinance shall apply to the Zoning Districts FW and FF based on the most restrictive information available. In all areas covered by this ordinance no development shall be permitted except upon the issuance of a floodplain permit to develop, granted by the City Council or its duly designated representative under such safeguards and restrictions as the City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Sections 5.30.05, 5.30.06, 5.30.07.

2. **The Enforcement Officer**
The Planning ~~Director~~ **Manager** of the community is hereby designated as the community's duly designated Enforcement Officer under this Ordinance.
3. **Rules for Interpretation of District Boundaries**
The boundaries of the floodway and flood fringe overlay districts shall be determined by scaling distances on the official zoning map, the Flood Insurance Rate Map or Floodway Map, or on the Digital Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the official zoning map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions, the Enforcement Officer shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the flood fringe overlay district boundary on the land. The location of the floodway overlay district boundary may be based on a map completed or approved by the City or other government agency, provided the boundary is not less restrictive than that shown on the effective FIRM. The person contesting the location of the district boundary shall be given a reasonable opportunity to present his case to the Board of Adjustment and to submit his own technical evidence, if he so desires.
4. **Compliance**
Within identified special flood hazard areas of this community, no development shall be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
5. **Abrogation and Greater Restrictions**
It is not intended by this ordinance to repeal, abrogate or impair any existent easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provision of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.
6. **Interpretation**
In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.
7. **Warning and Disclaimer of Liability**
The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This ordinance shall not create liability on the part of Bellevue or any officer or employee thereof for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.
8. **Severability**
If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
9. **Appeal**
Where a request for a permit to develop or a variance is denied by the enforcement officer the applicant may apply for such permit or variance directly to the Board of Adjustment.

5.30.03 Development Permit

1. Permit Required

No person, firm or corporation shall initiate any floodplain development or substantial improvement or cause the same to be done without first obtaining a separate permit for development as defined in Section 5.30.12.

2. Administration
 - A. The Enforcement Officer is hereby appointed to administer and implement the provisions of this ordinance.
 - B. Duties of the Enforcement Officer shall include, but not be limited to:
 - i. Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this ordinance have been satisfied.
 - ii. Review applications for proposed development to assure that all necessary permits have been obtained from those Federal, state or local governmental agencies from which prior approval is required.
 - iii. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.
 - iv. Notify adjacent communities, the U.S. Army Corps of Engineers, and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
 - v. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.
 - vi. Verify, record and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures in special flood hazard areas.
 - vii. Verify, record and maintain record of the actual elevation (in relation to mean sea level) to which new or substantially improved structures have been flood proofed.
 - viii. When flood proofing is utilized for a particular structure the Enforcement Officer shall be presented certification from a registered professional engineer or architect.
 - ix. Facilitate the approval of new Flood Insurance Rate Maps or best available data as necessary.
 - x. Maintain records of all floodplain development permits and or building permits within the floodway or flood fringe overlay district to ensure that structures are not substantial improvements.
 - xi. Filling of the floodway fringe associated with new development within the Papillion Creek System shall be limited to 25% of the floodway fringe in the floodplain development application project area, unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a restricted fill zone. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction.

3. Application for Permit

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:

 - A. Identify and describe the development to be covered by the floodplain development permit.
 - B. Describe the land on which the proposed development is to be done by lot, block, tract and house and street address, or similar description that will readily identify and definitely locate the proposed building or development.
 - C. Indicate the use or occupancy for which the proposed development is intended.
 - D. Be accompanied by plans and specifications for proposed construction, including but not limited to the following information: 1) existing (natural) grades, 2) proposed grades as a result of proposed development, 3) the proposed lowest floor elevation and any higher floor elevations, including attached garage, of any proposed structures, 4) the lowest and highest adjacent grades next to any proposed structures, 5) the most restrictive base flood elevation nearest the proposed development.
 - E. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.
 - F. Give such other information as reasonably may be required by the Enforcement Officer.

5.30.04 Establishment of Zoning Districts

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: A floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study, effective FIRM, or best available data. The zoning districts created by this ordinance overlie other zoning districts and place additional restrictions upon the manner in which lands in such underlying district may be used. Within these districts all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

5.30.05 Standards for Floodplain Development

1. No permit for development shall be granted for new construction, substantial improvements and other development(s) including the placement of manufactured homes within all numbered and unnumbered A zones (including AE, AO, and AH zones) unless the conditions of this Section are satisfied.
2. All areas identified as unnumbered A zones on the effective FIRM or best available data are subject to inundation of the base flood; however, the water surface elevation was not provided. The unnumbered A zones shall be subject to all development provisions of Section 5.30.06. If Flood Insurance Study data is not available, the community shall utilize any base flood elevation or floodway data currently available from Federal, State or other sources.
3. Until a floodway has been designated, no development or substantial improvement may be permitted within special flood hazard areas unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown on the effective FIRM or best available data.
4. New construction, subdivision proposals, substantial improvements, prefabricated buildings, placement of manufactured homes and other developments shall require:
 - A. Design or anchorage to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - B. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination.
 - C. Construction with materials resistant to flood damage, utilizing methods and practices that minimize flood damages, and with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - D. All electrical equipment and sanitary facilities, including circuits, installed electric appliances, toilets, sinks, drains, in new developments and substantial improvements shall be located so as to not be subject to flooding or shall be flood proofed to prevent damage resulting from flood levels exceeding the base flood elevation by one foot. Backflow valves shall be installed on all septic lines leading from the structure.
5. Storage of Material and Equipment
 - A. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal or plant life is prohibited.
 - B. Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.
6. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, be required to assure that (a) all such proposals are consistent with the need to minimize flood damage, (b) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located, elevated and constructed to minimize or eliminate flood damage, (c) adequate drainage is provided so as to reduce exposure to flood hazards, and (d) proposals for development (including proposals for manufactured home parks and subdivision) of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals the base flood elevation.

5.30.06 Flood Fringe Overlay District – (Including AO and AH Zones)

1. Permitted Uses

Any use permitted in Section 5.30.07 shall be permitted in the Flood Fringe Overlay District. No use shall be permitted in the district unless the standards of Section 5.30.05 are met.

2. Standards for the Flood Fringe Overlay District
 - A. Require new construction or substantial improvements of residential structures to have the lowest floor, including basement, elevated to or above **one (1) foot** above the highest base flood elevation available, now or in the future.
 - B. Require new construction or substantial improvements of non-residential structures to have the lowest floor, including basement, elevated to or above **one (1) foot** above the highest base flood elevation available, now or in the future, or, together with attendant utility and sanitary facilities, to be floodproofed so that below that level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Enforcement Officer as set forth in Section 5.30.03, 2, B, vii.
 - C. Require all new construction and substantial improvements having fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be not higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. The area below lowest floor subject to flooding shall be a maximum of four (4) feet in height measured from the bottom of the floor joists, unless used for parking of vehicles.
 - D. All electrical equipment and sanitary facilities, including circuits, installed electric appliances, toilets, sinks, drains, in new developments and substantial improvements shall be located so as to not be subject to flooding or shall be flood proofed to prevent damage resulting from flood levels exceeding the highest base flood elevation available, now or in the future, by one foot. Backflow valves shall be installed on all septic lines leading from the structure.
 - E. Within AH zones adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.
 - F. Manufactured Homes
 - i. All manufactured homes shall be anchored to resist floatation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top frame ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:
 - a. Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;
 - b. Frame ties be provided at each corner of the home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;
 - c. All components of the anchoring system be capable of carrying a force of 4,800 pounds; and
 - d. Any additions to the manufactured home be similarly anchored.
 - ii. Require that all manufactured homes to be placed or substantially improved within special flood hazard areas on the community's FIRM on sites:
 - a. Outside of a manufactured home park or subdivision,
 - b. In a new manufactured home park or subdivision,
 - c. In an expansion to an existing manufactured home park or subdivision, or
 - d. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood.

Such homes shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above **one (1) foot** above the base flood elevation; and be securely

- anchored to an adequately anchored foundation system in accordance with the provisions of Section 5.30.06,2, F, i.
- iii. Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas on the community's FIRM that are not subject to the provisions of Section 5.30.06,2, F, ii. be elevated so that either:
 - a. The lowest floor of the manufactured home is at or above **one (1) foot** above the base flood elevation, or
 - b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section 5.30.06,2, F, i.
 - G. Recreational vehicles placed on sites within the special flood hazard areas on the community's official map shall either (i) be on the site for fewer than 180 consecutive days between April 1 and October 31 and be fully licensed and ready for highway use, or (ii) meet the permit requirements and the elevation and anchoring requirements for "manufactured homes" of this ordinance. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions.
 - H. Located within the areas of special flood hazard established in Section 5.30.02, 1 are areas designated as AO Zones. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply within AO Zones:
 - i. All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as **one (1) foot** above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).
 - ii. All new construction and substantial improvements of non-residential structures shall:
 - a. Have the lowest floor elevated above the highest adjacent grade at least as high as **one (1) foot** above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or
 - b. Together with attendant utility and sanitary facilities be completely flood proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Such certification shall be provided to the official as set forth in Section 5.30.03, 2, B, vii.
 - iii. Adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

5.30.07 Floodway Overlay District

1. Permitted Uses

Only uses having a low flood-damage potential and not obstructing flood flows shall be permitted within the Floodway District to the extent that they are not prohibited by any other ordinance. The following are recommended uses for the Floodway District:

- A. Open space uses not requiring a closed building, such as agricultural cropland, livestock feeding and grazing, or open public and private recreation areas.
- B. Wire fences or other appurtenances may be constructed which would not constitute an obstruction or debris-catching obstacle to the passage of flood waters.
- C. Railroads, streets, bridges, public utility wire and pipelines for transmission and local distribution.
- D. Commercial excavation of materials from pits, strips, or pools; provided, that no stockpiling of materials, products or overburden shall be such as to create a potential restriction to the passage of flood waters.
- E. Non-restrictive improvements in stream channel alignment, cross section, and capacity in the normal maintenance thereof.
- F. Uses of a type not appreciably damaged by flood waters; provided, no new structures for human habitation shall be permitted.
- G. Recreational vehicles may be placed on sites within the floodway and shall be on the site for fewer than 180 consecutive days between April 1 and October 31 and be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions. In all cases, the recreational vehicle must comply with the requirements of Section 5.30.06. Recreational Vehicles shall not be allowed on any site between November 1 through March 31.

2. Standards for the Floodway Overlay District

New structures for human habitation are prohibited. All encroachments, including fill, new construction, substantial improvements and other development shall be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during occurrence of the base flood discharge. These uses are subject to the standards of Sections 5.30.05 and 5.30.06. In unnumbered A zones flood elevation and floodway data shall be obtained, reviewed and be reasonably utilized from any Federal, State or other sources in meeting the standards of this section.

5.30.08 Variance Procedures

- 1. The Board of Adjustment as established by the City Council shall hear and decide appeals and requests for variances from the requirements of this ordinance.
- 2. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Enforcement Officer in the enforcement or administration of this ordinance.
- 3. Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in 19-912, R.R.S. 1943.
- 4. In passing upon such applications, the Board of Adjustment shall consider all technical evaluation, all relevant factors, standards specified in other sections of this ordinance, and:
 - A. The danger that materials may be swept onto other lands to the injury of others;
 - B. The danger to life and property due to flooding or erosion damage;
 - C. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - D. The importance of the services provided by the proposed facility to the community;
 - E. The necessity to the facility of a waterfront location, where applicable;
 - F. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - G. The compatibility of the proposed use with existing and anticipated development;

- H. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - I. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
 - ii. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
5. Conditions for Variances
- A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (5B-5F below) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
 - B. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - C. Variances shall not be issued within any designated floodway if any increase in flood levels along the floodway profile during the base flood discharge would result.
 - D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - E. Variances shall only be issued upon (1) a showing of good and sufficient cause, (2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - F. The applicant shall be given a written notice over the signature of a community official that (1) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100 of insurance coverage and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

5.30.09 Nonconforming Use

- 1. A structure or the use of a structure or premises which was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this ordinance may be continued subject to the following conditions:
 - A. No such structure or use shall be expanded, changed, enlarged or altered in a way which increases its nonconformity.
 - B. If such use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this ordinance.
 - C. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
- 2. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places, provided that the alteration shall not preclude its continued designation.

5.30.10 Penalties for Violation

Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its

requirements shall upon conviction thereof be fined not more than \$500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

Nothing herein contained shall prevent the City Council or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

5.30.11 Amendments

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the Bellevue Area. At least ten days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Federal Emergency Management Agency. The regulations of this ordinance are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the 1983 Nebraska Flood Plain Management Act.

5.30.12 Definitions

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this Ordinance its most reasonable application.

1. **Appeal** means a request for a review of the Enforcement Officer's interpretation of any provision of this ordinance or a request for a variance.
2. **Area of Shallow Flooding** means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
3. **Base Flood** means the flood having one percent chance of being equaled or exceeded in any given year.
4. **Basement** means any area of the building having its floor subgrade (below ground level) on all sides.
5. **Best Available Data** means any hydrologic and hydraulic studies which result in a base flood elevation, now or in the future, that is higher than that shown on the Effective FIRM or Effective FIS. Such study must be completed or approved by the City or other government agency.
6. **Development** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
7. **Existing Construction** means (for the purposes of determining rates) structures for which the "start of construction" commenced before the effective date of the FIRM. "Existing construction" may also be referred to as "existing structures."
8. **Existing Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.
9. **Expansion of Existing Manufactured Home Park or Subdivision** the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
10. **Flood or Flooding** means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) The overflow of inland or tidal waters. (2) The usual and rapid accumulation of runoff of surface waters from any source.

11. **Flood Fringe** is that area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year).
12. **Flood Insurance Rate Map (FIRM)** means an official map of a community, on which the Administrator has delineated both the special flood hazards areas and the risk premium applicable to the community.
13. **Flood Insurance Study (FIS) or Effective FIS** is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.
14. **Floodplain** means any land area susceptible to being inundated by water from any source (see definition of "flooding").
15. **Floodway or Regulatory Floodway** means the channel of the river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
16. **Freeboard** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.
17. **Highest Adjacent Grade** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
18. **Historic Structure** means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.
19. **Lowest floor** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.
20. **Manufactured Home** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
21. **Manufactured Mobile Home Park or Subdivision** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
22. **New Construction** For floodplain management purposes, "new construction" means structures for which the "start of construction commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
23. **New Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

24. **Overlay District** is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.
25. **100-Year Flood** means the condition of flooding having one-percent chance of annual occurrence.
26. **Principally above Ground** means that at least 51 percent of the actual cash value of the structure is above ground.
27. **Recreational Vehicle** means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projection; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
28. **Regulatory Flood Elevation** means the water surface elevation of the 100-year flood.
29. **Special Flood Hazard Area** is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.
30. **Start of Construction** [for other than new construction or substantial improvements under the coastal Barrier Resources Act (Pub. L. 97-348)] includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.
31. **Structure** means a walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.
32. **Substantial Damage** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
33. **Substantial Improvement** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."
34. **Variance** means a grant of relief to a person from the terms of a floodplain management ordinance.
35. **Violation** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. (*Ord. No. 3692, Dec. 10, 2012*)

Section 5.31 OTO Olde Towne Overlay District**5.31.01 Intent:**

This zone is designed to provide for flexibility to existing residential structures in the Olde Towne area and also aid in the implementation of the Olde Towne Vision Plan.

5.31.02 Permitted Uses:

1. Any principal uses permitted in the Primary Zoning District to which the Olde Towne Overlay District classification is appended when established according to the regulations and provisions of the primary zoning district

5.31.03 Conditional Uses:

1. Any conditional use permitted in the primary zone to which the Olde Towne Overlay District is appended when established according to the rules and conditions of the primary district.

5.31.04 Permitted Accessory Uses:

1. Any permitted accessory use allowed in the primary district to which the Olde Towne Overlay District is appended when established according to the rules and conditions of the primary district.

5.31.05 Space Limits:

1. *Yard Space Encroachments:* Covered porches, decks, patios, or terraces, attached to the front of a single family dwelling and no higher than thirty (30) inches above grade, may extend up to ten (10) feet into a front yard setback. A covered porch, deck, patio, or terrace shall not be enclosed by walls, windows, screens or other material in such a manner that this material extends more than 36 inches above the floor of the porch, deck, patio or terrace.
2. *Nonconforming lots:* A single family dwelling and its permitted accessory buildings may be erected on a single lot in the "Olde Towne Overlay District" which was platted prior to the effective date of this ordinance. This provision shall apply even though such lot fails to meet the requirement for width that is applicable in the zoning district, provided that the other setback and area requirements for the zoning district are met.

5.31.06 Procedure:

1. The Olde Towne Overlay District shall be appended to a primary district in the same manner in which zoning map changes are made and shall have the effect of modifying the uses allowed on the specific site or zoning lot.

5.31.07 Miscellaneous Provisions:

1. All miscellaneous provisions of the primary district to which the Olde Towne Overlay District is appended shall apply.
2. The minimum front yard setback shall be 0' and the maximum front yard setback shall be 10' for the following properties:

Lots 1 through 3, Civic Center Plaza
 Lots 1 through 6, Block 127, Bellevue
 Lots 1 through 6, Block 128, Bellevue
 Lots 1 through 6, Block 176, Bellevue
 Block 181, Bellevue
 Lots 1 through 4, 4A, 5A, 5B, 6A, and 6B, Block 197, Bellevue
 Lots 1 through 4, Block 248, Bellevue
 Lots 1 and 2, Whitfield's Addition Replat One
 Lots 1 and 2, Longo Replat

No city block within the properties listed shall have more than 50% of its buildings constructed at a setback greater than the minimum setback.

3. For new residential construction, site plan approval shall be required for the following properties:
 Lots 1 and 2, Robinson's Addition
 Lots 1 and 2, Warsing Addition
 Lots 1 and 2, Holsapple's Replat
 Lots 11 and 12, Block 127, Bellevue
 Lots 8 through 12, Block 176, Bellevue

Lots 9 through 12, Block 197, Bellevue

Residential setbacks for these properties are variable and shall only be approved through the site plan process.

Site plan approval shall not apply to additions on to a residential structure existing at the adoption of this ordinance.

(Ord. No. 3849, June 13, 2016)

Section 5.32 CO Conservation Overlay District**5.32.01 Intent:**

The intent of this overlay district is to protect the urban forests and environmentally sensitive lands along the Missouri River in Bellevue and its jurisdiction and other lands that may be identified as environmentally sensitive and needing protection. The overlay is not intended to eliminate specific uses from this portion of Bellevue but to limit uses or encourage developments sensitive to the environment.

5.32.02 Purpose:

The purpose of this overlay district is to provide additional criteria in the urban forests of Bellevue's jurisdiction and along the identified streams and rivers, and other lands that may be identified as environmentally sensitive and needing protection. This overlay district does not limit specific uses; these shall be controlled by the underlying districts. This overlay only works to prescribe certain conditions in regard to setback from the creek/river, slope, and sensitive soils. Applicants are required to demonstrate specific conditions prior to approval of any requested use including any uses that are considered as permitted and/or as conditional uses.

The requirements of this overlay district include a number of mechanical testing and monitoring techniques as well as common sense practical conservation methods. The combination of these two approaches is intended to create areas of Bellevue where a mixture of desirable uses can be established and/or expanded, while maintaining and conserving natural areas.

5.32.03 Specific Conditions Required:

The following are specific requirements/guidelines for placing any intensive use within this overlay district.

1. Subdivisions for purposes of this district shall mean anytime a rezoning is approved for the purpose of increasing the density in any District for development.
2. No new subdivisions shall be platted within this overlay unless developments are supplied by a regional system or rural water district and are required to construct a central distribution system to supply water to the individual lots of the development.
 - A. The central water system shall meet all city, county, state, and federal guidelines.
 - B. The developer shall demonstrate that the proposed central water system will not create an impact upon existing properties and wells surrounding the development.
 - C. The central water system shall be designed to provide fire protection flows to the development.
3. Subdivision developments will be required to maintain a minimum of 15% of the development in green space.
 - A. Subdivisions shall meet all requirements in the Subdivision Regulations and the items within this Section.
 - B. A subdivision may clear 15% of all tree cover and/or natural ground cover such as prairie grasses for individual lots that are constructing a structure or structures. The necessary ground cover may be disturbed for constructing streets and infrastructure.
 - C. The developer shall provide the City with a site plan and construction plan for such developments.
 - D. All required green space will be required to be held in an easement and made part of a homeowner's association agreement, the developer, or another authorized organization or agency.
4. Parcel where 15% or more of the land area is in tree cover and/or natural ground cover such as prairie grasses, only 15% of the sites tree cover and/or ground cover may be disturbed for purposes of constructing a structure or structures.
5. All other uses including commercial and industrial developments shall be required to meet the requirements of this Section.
6. No construction on slopes of 15% or more shall be allowed in this overlay district.
7. Wetlands within this area shall not be disturbed or mitigated and shall be maintained and conserved as part of any construction project.

5.32.04 Approval:

Approval of an application within this overlay district shall only occur upon the applicant complying with and meeting the requirements of this Section. Failure to meet the requirements and conditions of this Section shall result in an application being denied.

Section 5.33 FGZ Federal Government / Non-Regulated

5.33.01 Intent: This district has been established to recognize those areas of Bellevue that are regulated by the Federal Government and are exempt from local zoning regulations. Areas include Offutt Air Force Base and related base housing.

Section 5.34 Schedule of Lot and Area Requirements

ZONING DISTRICT	MINIMUM LOT AREA		MIN. YARD SETBACK (feet)				MAX. HEIGHT (ft)	MAX. GROUND COVERAGE INCLUDING ACCESSORY BUILDING(S)
	LOT AREA (sq ft or acres)	LOT WIDTH (ft)	FRONT	STREET SIDE	SIDE	REAR		
AG: Agricultural								
Residential dwellings	20 acres	150	35	25	20	35	35	10%
Other Permitted	20 acres	150	35	25	20	35	35	
Uses	-	-	35	25	20	20	35	
Conditional Uses Accessory Uses	-	-	-	-	-	-	-	
RA: Residential Agriculture								
Residential dwellings	5 acres	150	35	25	20	35	35	15%
Other Permitted	5 acres	150	35	25	20	35	35	
Uses	-	-	35	25	20	35	15+	
Conditional Uses Accessory Uses	-	-	-	-	-	-	-	
RE: Residential Agriculture Estates								
Residential dwellings	1 acre+	120	35	25	20	35	35	20%
Other Permitted	1 acre+	120	35	25	20	35	35	
Uses	-	-	35	25	5	5	15+	
Conditional Uses Accessory Uses	-	-	-	-	-	-	-	
RS-120 Single-Family Residential								
Residential dwellings	12,000+	80	35	20	10	35	35	25%
Other Permitted	12,000+	80	35	20	10	35	35	
Uses	-	-	35	20	5	5	15+	
Conditional Uses Accessory Uses	-	-	-	-	-	-	-	
RS-84 Single-Family Residential								
Residential dwellings	8,400+	70	25+	20	10+	35+	35	30%
Other Permitted	8,400+	70	25+	20	10+	35+	35	
Uses	-	-	25+	20	5	5	15+	
Conditional Uses Accessory Uses	-	-	-	-	-	-	-	
RS-72 Single-Family Residential								
Residential dwellings	7,200	65	25+	20	7+	35+	35	30%
Other Permitted	7,200	65	25+	20	7+	35+	35	
Uses	-	-	25+	20	5	5	15+	
Conditional Uses Accessory Uses	-	-	-	-	-	-	-	
RD-60 Duplex Residential								
Single-family Dwelling	6,000	65	25+	15	5	35+	35	40%
Attached	6,000	45	25+	15	10+	35+	35	
Two-family Dwelling	12,000	80	25+	15	5	35+	35	
Other Permitted	6,000	65	25+	15	5	35+	35	
Uses	6,000	65	25+	15	5	35+	35	
Conditional Uses	-	-	25+	15	5	5	15+	
Accessory Uses	-	-	-	-	-	-	-	
RG-50 General Residential								
Single-family Dwelling	5,000	50	35	15	5	25	35	50%
Attached	5,000 per unit	45 per unit	35	15	10+	25	35	
Two-family Dwelling	10,000	75	35	15	10	25	35	
Other Permitted	5,000 per unit	50	35	15	5	25	35	
Uses	5,000 per unit	50	35	15	5	25	35	
Conditional Uses	5,000	-	35	15	5	5	15+	
Accessory Uses	-	-	-	-	-	-	-	
RG-28 General Residential								
Single-family Dwelling	5,000	50	35	15	5	20	35	60%
Attached	5,000 per unit	50 per unit	35	15	5+	20	35	
Other Permitted	10,000	50	35	15	5	20	35	
Uses	10,000	50	35	15	5	20	35	
Conditional Uses	2,800 per unit	50	35	15	5	20	35	
Accessory Uses	2,800 per unit	50	35	15	5	20	35	

Two-family Dwelling	5,000	-	35	15	5	5	15+	
Multi-family Dwelling+	5,000							
Other Permitted Uses	-							
Conditional Uses								
Accessory Uses								
RG-20 General Residential	5,000	40	35	10	5	10	75	
Single-family Dwelling	5,000 per unit	40 per unit	35	10	5+	10	75	
Single-family Attached	10,000	40	35	10	5	10	75	80%
Two-family Dwelling	2,000 per unit	40	35	10	5	10	75	
Multi-family Dwelling+	5,000	40	35	10	5	10	75	
Other Permitted Uses	-							
Conditional Uses								
Accessory Uses								

+Note: Additional requirements apply for these uses, refer to the specific district for details.

Additional requirements may apply to a Zoning District, please refer to the specific district, the General Requirements and the Supplemental Regulations for more information.

ZONING DISTRICT	MINIMUM LOT AREA		MIN. YARD SETBACK (feet)				MAX. HEIGHT (ft)	MAX. GROUND COVERAGE INCLUDING ACCESSORY BUILDING(S)
	LOT AREA (sq ft or acres)	LOT WIDTH (ft)	FRONT	STREET SIDE	SIDE	REAR		
RG-8 General Residential Single-family Dwelling Single-family Attached Two-family Dwelling Multi-family Dwelling+ Other Permitted Uses Conditional Uses Accessory Uses	5,000 5,000 per unit 10,000 800 per unit 5,000 5,000 -	40 40 per unit 40 40 40 40 -	25 25 25 25 25 25 25	5 5 5 5 5 5	3 3+ 3 3 3 3	10 10 10 10 10 10 5	None None None None None None None	90%
M: Modified Residential	- See Underling Zoning District and appropriate section for regulations -							
PUD: Planned Unit Development PS: Planned Subdivision District	- See Underling Zoning District and appropriate section for regulations -							
PO: Parking Overlay	- See Underling Zoning District and appropriate section for regulations -							
MU: Mixed Use	- See Underling Zoning District and appropriate section for regulations -							
BN: Neighborhood Business Permitted Uses Conditional Uses Accessory Uses	7,500 7,500 -	50 50 -	25 25 25	25+ 25+ 25+	5+ 5+ 5+	20 20 20	25 25 25	70%
BNH: Heavy Neighborhood Business Permitted Uses Conditional Uses Accessory Uses	7,500 7,500 -	50 50 -	25 25 25	25+ 25+ 25+	5+ 5+ 5+	20 20 20	25 25 25	70%
BG: General Business Permitted Uses Conditional Uses Accessory Uses	None None -	None None -	None None None	None None None	5+ 5+ 5+	10 10 10	75+ 75+ 75+	95%
BGM: Metropolitan General Business Permitted Uses Conditional Uses Accessory Uses	None+ None+ -	None None -	None None None	None None None	None None None	None None None	+ + +	100%
BGH: Heavy General Business Permitted Uses Conditional Uses Accessory Uses	None None -	None None -	None None None	None None None	None None None	None None None	55 55 55	100%
PCO: Planned Center Overlay	- See Underling Zoning District and appropriate section for regulations -							
FX: Flex Space Permitted Uses Conditional Uses Accessory Uses	10,000 10,000 -	50 50 -	20+ 20+ 20+	10 10 10	None None None	None None None	+ + +	75%
ML: Light Manufacturing Permitted Uses Conditional Uses Accessory Uses	10,000 10,000 -	50 50 -	20 20 20	10 10 10	None None None	None None None	+ + +	75%
MH: Heavy Manufacturing Permitted Uses Conditional Uses Accessory Uses	10,000 10,000 -	50 50 -	20 20 20	10 10 10	None None None	None None None	+ + +	50%
AICUZ: Air Installation Compatible Use Zone; Clear Zone, Accident Potential Zones I and II, Noise Zones, and Height and Obstruction Criteria Overlay	- See Underling Zoning District and appropriate section for regulations -							
FF/FW: Flood Plain Overlay	- See Underling Zoning District and appropriate section for regulations -							
OTO: Old Towne Overlay	- See Underling Zoning District and appropriate section for regulations -							
CO: Conservation Overlay District	- See Underling Zoning District and appropriate section for regulations -							
FGZ: Federal Government / Non-Regulated	- See Underling Zoning District and appropriate section for regulations -							

+Note: Additional requirements apply for these uses, refer to the specific district for details.

Additional requirements may apply to a Zoning District, please refer to the specific district, the General Requirements and the Supplemental Regulations for more information.

Section 5.35 HCO Highway 34 Corridor Overlay District

5.35.01 Intent. The Highway 34 Corridor Overlay District provides basic guidelines which promote quality design along a visible corridor in the city's zoning jurisdiction. The Highway 34 Corridor Overlay District is intended to: Encourage development design that strengthens the physical character and image of the city; Support the value of property and quality of development of a major highway corridor; set basic requirements for good site design and development, building design, landscaping, and signage without discouraging creativity and flexibility in design; permit safe and convenient transportation access and circulation for motorized and non-motorized vehicles, and for pedestrians; and manage the impact of industrial development on adjacent properties. The uses permitted in the Highway 34 Corridor Overlay District shall be the same as those permitted by the underlying base zoning district except as provided by this section. The following uses shall be prohibited within the Highway 34 Corridor District:

- 1) Hazardous waste storage, as primary use
- 2) Salvage or junk yard operations and transfer stations, as a primary use
- 3) Tow lots, as a primary use
- 4) Commercial/Utility Grade SCS (*Ord. No. 4055, Oct. 5, 2021*)

5.35.02 Highway 34 Corridor Overlay District Boundaries:

The Highway 34 Corridor Overlay District applies to the following areas:

Land within one (1) mile of the centerline of Highway 34 within the planning jurisdiction of the City of Bellevue; bordered by the Missouri River on the east, and 5th Street on the west;

Tax Lots 4A and 5A (14-13-13), Tax Lots 7 and 8A (13-13-13), Tax Lots 10A and 11A (24-13-13), and Tax Lot 15A (23-13-13).

5.35.03 Project Application and Exceptions:

The Highway 34 Corridor Overlay District, its development guidelines, and other provisions, apply to the following:

Any new building or addition requiring a building permit, built on land within the boundaries of the Highway 34 Corridor Overlay District after September 25, 2012

The requirements of the Highway 34 Corridor Overlay District do not apply to a building in place or under construction on a site as of September 25, 2012.

Waivers of Sections 5.35.04 and 5.35.05 may be granted by the Design Review Board as outlined in Section ~~8.11.07~~ **8.12.07**, City of Bellevue Zoning Ordinance.

5.35.04 Site Design Guidelines for Industrial Uses:**(A) BUILDING LOCATION AND ORIENTATION**

1. To the maximum degree possible, the arrangement of buildings on a site shall screen operational and loading areas from view abutting highway corridor streets.
2. Buildings with customer entrances shall orient such entrances toward the primary access street.
3. Accessory structures shall not front a primary access street and shall be oriented away from public streets, open space, or residential areas.
4. Buildings shall be arranged and oriented so that loading docks, outdoor storage, trash collection and processing, HVAC equipment, truck parking and servicing areas and other service functions are not visible from Highway 34 except where surrounding topographic features prevent concealment. Site designs shall maximize the amount of landscaping in street yards along these highways. This standard may be met by building and site orientation, site design, and/or landscaped screening that blocks the view of such areas from the highway corridors. Customer and employee parking areas are permitted in these street yards, subject to other provisions of this regulation.
5. Any industrial building elevation visible from the Highway 34 corridor must use at least two (2) different class I or II materials as listed in Section ~~8.11.03~~ **8.12.03** and must be composed of at least sixty (60) percent class I or II materials, not more than

forty (40) percent of class III or IV materials, and not more than ten (10) percent class IV materials.

- (B) VEHICULAR ACCESS
 1. To the maximum degree possible, access routes for automobiles and trucks shall be distinguished from one another.
 2. Drives and access points shall be directed away from residential areas.
- (C) PARKING
 1. Signage and site design shall distinguish employee and visitor parking areas from truck loading and servicing areas when the project is sufficiently large to make such separation functionally necessary.
 2. Landscaping shall be used to direct vehicles through the site, distinguish between automobile and truck service areas, manage storm water, and break up the size of large impervious automobile parking areas.
- (D) PEDESTRIAN ACCESS
 1. Developments shall provide public sidewalks in accordance with the City's building code.
 2. Multi-building developments shall provide clear and safe walkways at least 5 feet in width that connect all buildings on the site. Buildings not intended for routine customer access or intended solely for drive-up services are excluded from this requirement.
 3. Where required walkways cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low-maintenance surface materials such as concrete or brick pavers; scored, colored concrete; or painted concrete.
 4. Pedestrian connections to adjacent developments should be provided.
- (E) SIGNS
 1. Attached signs shall be integrated into the design of the building elevation.
 2. Freestanding signs shall be constructed per Article 7 of the zoning ordinance.
- (F) SCREENING
 1. Developments shall provide year-round screening of outdoor storage, utility meters, HVAC equipment, trash collection and processing per the regulations listed in Section 8.11 and Article 9. Utility meters, HVAC, and Trash collection and processing shall be screened to its full vertical height. Outdoor storage shall provide 75% of the vertical plane of this feature to a height of 8 feet. Trash enclosure gates shall furnish a steel frame with decorative steel or wood covering, or another design acceptable to the Planning ~~Director~~ **Manager**. Chain-link fencing with inlaid wood or metal slats shall not be considered acceptable. Screening shall be integrated into the overall design of buildings and landscaping and fully contain the visual impact of these service functions from adjacent public streets and neighboring properties.
- (G) LIGHTING
 1. All lighting used to illuminate off-street parking areas, signs or other structures shall be arranged so as to deflect light down and away from any adjoining residential property through fixture type and location.
 2. The maximum height of lighting standards shall be 45 feet, unless the city grants a specific exception as part of the application approval process.
 3. Exterior lighting of buildings shall be limited to low-level incandescent spotlights, floodlights, and similar illuminating devices hooded in such a manner that the direct beam of any light sources will not glare skyward or upon adjacent property or public streets. The city may approve exceptions to these requirements for sports and athletic field lighting, flagpole lighting, public street lighting, temporary lighting for seasonal/holiday or special events, and lighting used for public safety.

Section 5.35.05 Architectural Guidelines

- (A) MASS AND SCALE
 1. For buildings with office areas that exceed 3,000 square feet, the mass of the office portion of a building shall be distinguished from the mass of the industrial operations portion of the building. Office and/or public entrances shall be distinguished by elements that provide both identification and scale to the development. Techniques include but are not limited to the use of canopies or porticos, overhangs, changes in horizontal plane, variations in façade height and design, arches, peaked or special roof forms, and changes in materials.
- (B) BUILDING MATERIALS
 1. Building materials shall be those classes listed in Section 8.11.03.

(C) ROOF FORMS

1. Visible roof materials shall include clay or concrete tile, split shakes, pre-finished metal, architectural grade asphalt shingles, architectural metals, copper, natural or synthetic slate, or similar durable materials. (*Ord. No. 3683, Sept. 10, 2012*)

ARTICLE 6: CONDITIONAL USE PERMITS

Section 6.01 General Provisions

The City Council may, by conditional use permit after a Public Hearing and referral to and recommendation from the Planning Commission, authorize and permit conditional uses as designated in the district use regulations. Approval shall be based on findings that the location and characteristics of the use will not be detrimental to the health, safety, morals, and general welfare of the area.

Allowable uses may be permitted, enlarged, or altered upon application for a conditional use permit in accordance with the rules and procedures of this ordinance. The Council may grant or deny a conditional use permit in accordance with the intent and purpose of this ordinance. In granting a conditional use permit, the Council will authorize the issuance of a conditional use permit and shall prescribe and impose appropriate conditions, safeguards, and a specified time limit for the performance of the conditional use permit. Conditional use permits shall run with the land, provided there are no violations to the approved permit.

Section 6.02 Application for Conditional Use Permits

A request for a conditional use permit or modification of a conditional use permit may be initiated by a property owner or his or her authorized agent by filing an application with the City upon forms prescribed for the purpose. The application shall be accompanied by a drawing or site plan and other such plans and data showing the dimensions, arrangements, descriptions data, and other materials constituting a record essential to an understanding of the proposed use and proposed modifications in relation to the provisions set forth herein. A plan as to the operation and maintenance of the proposed use shall also be submitted. The application shall be accompanied with a non-refundable fee.

Section 6.03 Planning Commission Public Hearing

Before any proposal for a conditional use permit is considered by the City Council, the Planning Commission shall conduct a public hearing after prior notice of the time, place, and purpose of the hearing has been given by publication in a legal paper of general circulation in the City of Bellevue, one time at least 10 days prior to such hearing.

Section 6.04 City Council Public Hearing

Before issuance of any conditional use permit, the Council will consider the application for the conditional use permit together with the recommendations of the Planning Commission at a public hearing after prior notice of the time, place, and purpose of the hearing has been given by publication in a legal paper of general circulation in the City of Bellevue, one time at least 10 days prior to such hearing.

Section 6.05 Decisions

A majority vote of the Council shall be necessary to grant a conditional use permit. No order of the Council granting a conditional use permit, which has not been acted upon by the applicant, shall be valid for a period longer than 12 months from the date of such order. Unless the following is completed:

- 6.05.01 The Zoning Administrator, in consultation with City Staff, has granted an additional six-month administrative extension provided:
1. The character (including uses, parking conditions, traffic, and others) of the area in which the use(s) were approved has not changed significantly,
 2. The applicant has made some effort to follow through with said permit or there were circumstances that slowed the applicants' progress.
 3. If the administrative extension of the second six-month period has lapsed without establishment of said conditionally permitted use; or, if staff deems the character of the area has changed within the initial six-month period, the applicant shall be required to reapply to both the Planning Commission and City Council for further approval(s).

Section 6.06 Standards

No conditional use permit shall be granted unless that Planning Commission or City Council has found:

- 6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.
- 6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
- 6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.
- 6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

- 6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 6.06.06 The use shall not include noise, which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.
- 6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.
- 6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.
- 6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.
- 6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.
- 6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

ARTICLE 7: SIGN REGULATIONS

Section 7.01 Purpose and Applicability

7.01.01 Purpose

The purpose of these sign regulations are: to encourage the effective use of signs as a means of communication in the City; to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations. These sign regulations are adopted under the zoning authority of the City in furtherance of the more general purposes set forth in the zoning ordinance.

7.01.02 Applicability

A sign may be erected, placed, established, painted, created, or maintained within the City and the City's extraterritorial zoning jurisdiction only in conformance with the standards, procedures, exemptions and other requirements of these sign regulations.

7.01.03 Persons Affected. It shall be unlawful for any owner of a zone lot, or any agent thereof, and also any tenant, occupant, person in possession, charge or control of any such zone lot or any portion thereof, and also any sign owner (collectively referred to as "Property Owner), whether acting jointly or severally, not to conform with the requirements set forth in this ordinance; and the requirements of this ordinance shall be jointly and severally binding upon each such noncompliant owner of a zone lot or any part thereof, and any sign owner. Violations of this provision are subject to the provisions of these regulations.

7.01.04 Special Effects. The effect of this ordinance as more specifically set forth herein is:

To establish a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this ordinance;

To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this ordinance, but without a requirement for permits;

To provide for temporary signs without commercial messages in limited circumstances in the public right-of-way;

To prohibit all signs not expressly permitted by this ordinance; and

To provide for the enforcement of the provisions of this ordinance.

7.02 Definitions and Interpretation

Words and phrases used in this ordinance shall have the meanings set forth herein and in Article 2. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this ordinance. All issues concerning signs and the exercise or restrictions of rights pertaining thereto, including the right for such signs to exist in, on, or about any zone lot, shall be governed and construed in accordance with this ordinance. Principles for computing sign area and sign height are contained in Section 7.01.06.

ABANDONED SIGN shall mean a sign which no longer identifies or advertises a business, lessor, service, owner, product, or activity on the parcel where the sign is located or a sign for which no legal owner can be found.

AERIAL SIGN shall mean a balloon or other airborne flotation or inflatable device which sits on a surface or is tethered to the ground or to a building that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered, regardless of whether it does or does not contain text or advertising copy.

ADVERTISING SIGN shall mean a sign which directs attention to any product, activity, or service; provided, however, that such sign shall not be related or make reference to the primary use, business activity, or service conducted on the premises.

AGENT shall mean a person authorized by the owner of the zone lot to act on behalf of such owner.

ANIMATED SIGN shall mean any sign that uses movement or change of lighting, whether by natural or mechanical means, to depict actions or create a special effect or scene. The foregoing definition includes, but is not limited to, signs containing messages which change automatically or which messages can be changed via a message control center.

ANNOUNCEMENT SIGN shall mean a small announcement or professional signs, not over six square feet in area, except that an announcement sign or bulletin board not over 18 square feet in area, set back at least 20 feet from any highway, street, road, or roadway easement may be erected in connection with any of the permitted principal uses of a nonresidential nature, except the setback shall not apply in the Downtown District.

ARCHITECTURAL CANOPY SIGN shall mean an enclosed, illuminated (backlit awning) or non-illuminated structure that is attached to the wall of a building with the face of the sign approximately parallel to the wall and with the sign's area integrated into its surface.

AUDIBLE SIGN shall mean any sign that conveys either a written message supported by an audible noise including music, spoken message, and / or sounds to attract attention to the sign. Audible signs also include signs conveying only the audible noise including music, spoken message, and/or sounds to attract attention.

AWNING shall mean a shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework. Non-rigid materials include fiberglass, rubber, plastic, fabric, canvas, or similar material.

AWNING OR CANOPY SIGN shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

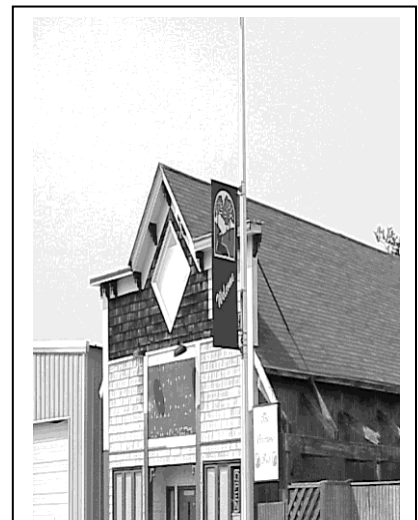
BACK-LIT SIGN shall mean a sign whose light source is located behind fully opaque letters and/or graphics in the interior of the sign so that the rays go through the face of the sign.

BALLOON SIGN shall mean one or more balloons used as a permanent or temporary sign or as a means of directing attention to any business or profession, or to a commodity or service sold, offered, or manufactured, or to any entertainment.

BANNER/FLAG SIGN shall mean any sign of lightweight fabric or similar material that is permanently mounted to a pole, a building, or other permanent structure, or a part thereof. Unless specifically stated, all references to "banner" in this ordinance refer to permanent banners. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.



**Sign, Architectural Canopy
Sign, Awning or Canopy**



Sign, Banner

BANNER (COMMERCIAL) SIGN shall mean an advertising sign of non-rigid material mounted on a building or structural frame.

BILLBOARD SIGN shall mean a sign that identifies or communicates a commercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located, or any noncommercial message. A billboard is differentiated from an off-premise sign in that the message on a billboard is designed to periodically change.

BILLBOARD SIGN, DIGITAL shall mean a billboard sign that displays digital images that are changed by electronic means, generally at short time intervals.

BUILDING MARKER SIGN shall mean any sign indicating the name of a building and/or date and/or incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

BUILDING SIGN shall mean any sign attached to any part of a building, as contrasted with a freestanding sign.

CANOPY shall mean a projecting, non-movable, rigid, multi-sided structure covered with fabric, metal, or other material and either: a) cantilevered or suspended from a building, supported by the main structural members to which it is attached; or b) freestanding and supported by columns or posts embedded in the ground. A canopy sign is any sign painted on or attached to, in any manner, or made an integral part of the canopy. A marquee is not a canopy.

CENTER IDENTIFICATION SIGN shall mean any sign erected to provide direction to a development including multiple uses and / or structures within the development. Center Identification signs shall include the name of said development and may include, when permitted, the names of major tenants of the development. Center Identification Signs shall typically be similar to Ground (Monument) signs.

CHANGEABLE COPY SIGN shall mean a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance.

CITY shall mean the City of Bellevue, including each of its authorized officers, **managers**, and directors.

CLOSED SIGN shall mean a sign in which more than 50 percent of the entire area is solid or tightly closed or covered.

CODE shall refer to the Uniform Building Code and the Uniform Electrical Code.

COMMEMORATIVE SIGN shall mean a permanent sign indicating the name of a structure or site, its address, or other information of commemorative or historical significance.

COMMERCIAL MESSAGE SIGN shall mean any sign wording, figures, logo, or other representation that, directly or indirectly, names, advertises, or calls or directs attention to a business, product, service, or other commercial activity.

COMMON SIGNAGE SITE PLAN shall mean a signage site plan jointly submitted by the Property Owners of two or more contiguous zone lots or the Property Owner of a single lot containing more than one building which contains the same information as a Master Signage Site Plan plus specific standards of consistency contained in this ordinance, and which has been approved by the **Director Manager**. A twenty-five percent (25%) increase in total sign area shall be allowed to the Property Owner(s) of the zone lot for conforming Common Signage Site Plans.



Sign, Billboard



Sign, Monument
Sign, Electronic Message
Sign, Flashing
Closed Sign

CONDITIONAL USE SIGN shall mean a sign type requiring approval by the Planning Commission and City Council as a conditional use permit.

CONSTRUCTION SIGN shall mean a temporary sign identifying an architect, engineer, contractor, subcontractor, and/or building material supplier who participates in construction on the property on which the sign is located.

DESTINATION SIGN shall mean a sign used to inform and direct the public to important public places and buildings, landmarks, and historical sites in the most simple, direct, and concise manner possible.

DIGITAL SIGN shall mean a sign which displays an advertisement or message which is generated electronically and commonly utilizes computerized or electronic digital technology, including but not limited to digital display boards, electronic variable message signs and light emitting diode (LED) signs. (See also “Animated Sign”).

DIRECT LIGHTING shall mean illumination by means of an external source.

DIRECTIONAL/INFORMATIONAL SIGN shall mean an on-premise sign which provides direction for the safe and efficient flow of vehicular or pedestrian traffic to an activity on the premise. Directional/Informational signs shall include signs marking entrances, exits, parking areas, loading areas or other operational features of the premise.

DIRECTOR MANAGER shall mean the Planning ~~Director~~ Manager of the city or his or her designee.

DIRECTORY SIGN shall mean an on-premise sign identifying an activity, operational feature, or business name upon such premise. Directory signs shall include building names, offices, or activities in same size letters, colors and general design and shall be limited to one sign per street entrance.

DISCONTINUED SIGN (See “Sign, Abandoned”)

DOUBLE-FACED SIGN shall mean a sign constructed to display its message on the outer surfaces of two identical and opposite parallel planes. This does not include “V-type signs”.

DWELL TIME shall mean the duration or interval of time during which each individual advertisement or message is displayed on any sign which is capable of sequentially displaying more than one advertisement or message on its display surface.

ELECTRONIC MESSAGE SIGN shall mean a sign that uses changing lights to form a sign message or messages wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. (See also “Animated Sign”).

EXTERNALLY ILLUMINATED SIGN shall mean a sign whose illumination is derived entirely from an external source.

FACADE shall mean the entire building front, including the parapet.

FENCE SIGN shall mean a sign attached to or painted on a fence.

FLAGS OF GOVERNMENTAL ENTITIES shall mean any fabric or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a national, state, or local governmental entity; provided that such flags are displayed for non-commercial purposes.

FLAGS OF NON-GOVERNMENTAL ENTITIES shall mean any fabric or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a professional, religious, educational, commercial person, other organization or entity.

FLASHING SIGN shall mean a sign, which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion, or creates the illusion of being on or off.

FREESTANDING SIGN shall mean any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.

FRONTAGE shall mean the length of the property line of any one premises along a public right of way on which it borders. A building or building complex which lacks frontage on a public right of way or buildings located on a private street have "internal frontage".

GAS STATION PRICE SIGN shall mean a changeable copy or electronic sign advertising fuel prices.

GOVERNMENT SIGN shall mean any temporary or permanent sign erected and maintained by the City, County, State, or Federal government, or in conjunction with the City, for public information, traffic control or for designation of or direction to any school, hospital, historic site, or public service, property, or facility.

GROUND MONUMENT SIGN shall mean a sign mounted directly to the ground.

HAZARDOUS SIGN shall mean a sign that by reason of design, inadequate maintenance, dilapidation, or obsolescence, or placement creates a hazard to the public health, safety and welfare.

HOLIDAY DECORATION SIGN shall mean a temporary sign, in the nature of decorations, clearly customary and commonly associated with federal, state, local, or religious holidays and contains no commercial message.



**Sign, Ground Monument
Sign, Changeable Copy**

IDENTIFICATION SIGN shall mean a sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

ILLEGAL SIGN shall mean any of the following: (1) a sign erected without first obtaining a permit and complying with all regulations in effect at the time of its construction or use; (2) a sign that was legally erected but whose use has ceased because the business it identifies is no longer conducted on the premises; (3) a nonconforming sign for which the amortization period has expired; (4) a sign that was legally erected but which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value; (5) a sign that is a danger to the public or is unsafe; (6) an abandoned or obsolete sign; or (7) a sign that pertains to a specific event that has not been removed within 48 hours after the occurrence of the event.

ILLUMINATED SIGN shall mean a sign illuminated in any manner by an artificial light source.

INCIDENTAL SIGN shall mean a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking," "entrance," "loading only," "telephone," and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.

INDIRECTLY ILLUMINATED SIGN shall mean illumination of a sign that is affected by a source of light not contained within the sign itself.

INFLATABLE SIGN shall mean any sign designed or constructed with the ability to be mechanically filled with air or gas that displays a commercial message or an identifiable corporate character or logo.

INTERNAL SIGN shall mean a sign that is not visible or not intended to be viewed from outside the building.

INTERNALLY ILLUMINATED SIGN shall mean a sign that is illuminated by means of a light source in the interior of the sign so that light passes through the face of the sign.

KIOSK SIGN shall mean a freestanding bulletin board or information sign structure having more than two sides that is meant to provide announcements or direction to the public.

LOGO SIGN shall mean signs owned and operated by an agent for the Nebraska Department of Roads. The signs are located in the right-of-way on interstate or primary highways. The signs are designed to

accommodate businesses that furnish gas, food, lodging, or camping and meet any criteria established by the Nebraska Department of Roads.

LOT shall mean any piece or parcel of land or a portion of a subdivision, the boundaries of which have been established by some legal instrument of record, that is recognized and intended as a unit for the purpose of indicating ownership or possession.

MAINTENANCE shall mean the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.

DIRECTOR MANAGER shall mean the Planning ~~Director~~ **Manager** of the city or his or her designee.

MARQUEE SIGN shall mean any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather. A marquee sign is any sign attached to (in any manner) or made a part of a marquee.

MASTER SIGNAGE SITE PLAN shall mean the plan which a Property Owner submits to the ~~Director~~ **Manager** containing a plot plan of the zone lot, the location of buildings, parking lots, existing signs, and landscaped areas, maximum sign area, individual sign area, sign height, maximum number of signs, and future sign locations.

MENU-BOARD SIGN shall mean a permanently mounted sign displaying the bill of fare for a drive-through restaurant.

MOBILE/VEHICLE SIGN shall mean a sign mounted on a motor vehicle, or trailer, or other framework, not permanently attached to a pole, building or other structure.

MONUMENT SIGN shall mean an on-premises freestanding sign with the appearance of a solid base. The width of such base shall be at least fifty (50) percent of the width of the sign.

MOVING SIGN shall mean any sign which in part or in total rotates, revolves, or otherwise is in motion.

NAMEPLATE SIGN shall mean a sign not exceeding two square feet for each dwelling.

NEON SIGN shall mean a sign containing glass tube lighting in which a gas and phosphors are used in combination to create a colored light.

NIT shall mean a unit of luminance equal to one candela (one candle) per square meter.

NON-CONFORMING SIGN shall mean any sign existing or under construction on the effective date of this ordinance that does not conform to the requirements of this ordinance, including such signs upon zone lot premises which become subject to this ordinance after the date hereof.

OBSOLETE SIGN shall mean a sign that advertises a business no longer in existence or a product no longer offered for sale and has advertised such business or product for a period of six months after the termination of the existence of such business or the termination of sale of the product advertised.

OCCUPANT shall mean a person in possession of the zone lot who has actual use and control thereof.

OFF-PREMISES SIGN shall mean a sign which directs attention to a specific business or activity other than one conducted or located upon the lot or parcel where such sign is located. An off-premise sign shall be characterized by a display or message which is not intended to change on a regular basis. An off-premises sign shall not be a changeable copy sign.

ON-PREMISE SIGN shall mean a sign which directs attention to a business, profession, activity, merchandise, service, or entertainment that is conducted, sold, produced, or furnished upon the premises where such sign is located. All signs referred to in this ordinance are on-premise signs except for billboards.

OPEN SIGN shall mean a sign attached to or hung from a marquee, canopy, or other covered structure, projecting from and supported by the building and extending beyond the building wall, building line, or street lot line.

OUTDOOR ADVERTISING shall include the definitions of "Advertising Structure" and "Sign".

OWNER OF A ZONE LOT shall mean any person in whom legal title to a lot, parcel, or other piece of real estate is registered as recorded in the Sarpy County Treasurer's Office. Notices under this ordinance shall be sent to the owner at the address on file with the Sarpy County Treasurer's office.

PAINTED WALL SIGN shall mean a sign applied to a building wall with paint or similar substances on the face of a wall and which has no sign structure. A "Painted Wall Sign" is considered to be a wall mounted sign for calculation purposes.

PARAPET SIGN shall mean a sign attached to that portion of a building's exterior wall that projects above the plate line of a building.

PENNANT SIGN shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, temporarily or permanently suspended from a rope, wire, string, or permanent support, usually in series, designed to move in the wind.

PERMANENT SIGN shall mean a sign reasonably anticipated to continue or endure and not to be removed. A sign that is fixed, lasting, and stable and not reasonably anticipated to be portable, transferable, temporary, or transient.

PERSON shall mean any individual, association, company, corporation, firm, organization, entity, joint stock company, limited liability company, trust, joint venture, business trust or partnership, singular or plural, of any kind.

POLE SIGN shall mean an on-premises sign built on a freestanding frame, mast, or pole(s) where the support (the freestanding frame, mast, or pole(s)) encompasses less than fifty (50) percent of the width of the sign.

POLITICAL SIGN shall mean a sign identifying and urging voter support for a particular election issue, political party, or candidate for public office.

PORTABLE SIGN shall mean a sign, usually of a temporary nature, not securely anchored to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character. Examples are: menu and sandwich board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations (deliveries and transportation of personnel) of the business. This definition also includes any and all sandwich boards supported by human beings or animals.

PRINCIPAL FRONTAGE shall mean the length of the zone lot line towards which the sign faces on any one premise, where such zone lot line abuts or is parallel to a public street, private way, or court. Principal frontage is measured from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

PROJECTING SIGN shall mean any sign affixed to a building or wall of any type of structure in such a manner that the leading edge of such sign extends more than six inches beyond the surface of such building or wall.

PROPERTY OWNER shall be construed to include, both jointly and severally, the owner of any zone lot, any agent thereof, and also any tenant, occupant, person in possession, charge or control of the zone lot, or any portion thereof, and also any sign owner.

PUBLIC/TRAFFIC INFORMATION SIGN shall mean a sign, usually erected and maintained by a public agency that provides the public with information and in no way relates to a commercial activity. Such signs include but are not limited to, speed limit signs, stop signs, city limit signs, welcome signs, street name signs, vehicle identification signs, pedestrian wayfinding signs, and destination and directional signs.



**Projecting Sign
Open Sign**

REAL ESTATE SIGN shall mean a temporary sign that identifies property or properties that are for sale or lease.

RESIDENTIAL SIGN shall mean any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods or services legally offered on the premises where the sign is located, if offering such service at such location conforms with all requirements of the zoning ordinance in which it is located.

ROOF LINE shall mean the top edge of the roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

ROOF SIGN shall mean a sign identifying the name of a business, enterprise, or the product sold on the premises and erected on and over the roof of a building and extending vertically above the highest portion of the roof.

ROOF (INTEGRAL) SIGN shall mean any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

ROTATING SIGN shall mean a sign which in its entirety or in part moves in a revolving or similar manner. Such motion does not include methods of changing copy.

SANDWICH BOARD SIGN shall mean an advertising or business ground sign constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top; each angular face held at an appropriate distance by a supporting member.

SEARCHLIGHT SIGN shall mean a searchlight that is used to announce, direct attention to, or advertise businesses.

SETBACK shall mean the distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

SIGN shall mean any device, fixture, placard, or structure that uses any color, form, figure, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to offer direction, or to communicate information of any kind to the public.

SIGN AREA shall mean the area of a sign face computed using the smallest square, circle, rectangle, triangle, or combination thereof that encompasses the extreme limits of the writing, representation, emblem, projection, or other display, together with any integral or differentiating background. The sign area does not include supporting framework, bracing, or decorative fence of wall that meets zoning ordinance regulations and is clearly incidental to the display itself.

SIGN BASE shall mean any structural element extending upward from grade to the base of the sign.

SIGN COPY shall mean any combination of letters or numbers which are intended to inform, direct or otherwise transmit information.

SIGN COPY AREA shall mean the area of the sign occupied by sign copy. It is computed by measuring the area enclosed by straight lines drawn to enclose the extremities of the letters or numbers.

SIGN FACE shall mean an individual surface of a sign that offers information to advertise, to announce, or to identify the purpose of a person or entity, or to offer direction or to communicate information of any kind to the public.

SIGN GROSS AREA shall mean the entire area within a single continuous perimeter enclosing the extreme limits of a sign. However, this perimeter shall not include any structural elements lying outside of the limits of the sign and not forming an integral part of the display.

SIGN HEIGHT shall mean the vertical distance measured from the highest point of the sign, excluding embellishments of not more than five feet in height above the sign, to the average ground grade beneath the sign.

SIGN OWNER shall mean each person in which the ownership, dominion or title of a sign is or will be vested, including, but not limited to, the owner and/or lessee thereof.

SIGN SETBACK shall mean the horizontal distance from the property line to the nearest projection of the existing or proposed sign.

SIGN STACKING shall mean the placing of one sign above another at the same location.

SIGN STRUCTURE shall mean the base, supports, uprights, bracing, or framework of any structure exhibiting a sign, be it single-faced, double-faced, or V-type or otherwise.

SIGN SURFACE shall mean the entire area of a sign.

SIGNAGE PLAN shall mean a scaled or dimensioned graphic representation showing a comprehensive detailed presentation of all signage proposed for a particular lot.

SNIFE SIGN shall mean an off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or to other objects.

SPECIAL EVENT SIGN shall mean a sign advertising display that is temporary in nature, is not permanently attached to the ground, building or sign structure surface, and is used for special events, such as, but not limited to, grand openings, seasonal sales, liquidations, going-out-of-business sales, fire sales, and promotions.

STATIC DWELL TIME (see Dwell Time)

STATIC MESSAGE shall mean an advertisement or message which, when displayed contains no motion, flashing, changeable copy, running lights, variations in brightness, or animation.

STREET shall mean a strip of land or way subject to vehicular traffic or pedestrian traffic that provides direct or indirect access to property, including, but not limited to, alleys, avenues, boulevard, courts, drives, highways, lanes, places, roads, terraces, trails, or other thoroughfares.

STREET FRONTAGE shall mean the length of a zone lot line of any one premise, abutting and parallel to a public street, private way, or court. Street frontage is measured from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

SUBDIVISION IDENTIFICATION SIGN shall mean a sign that is permanently constructed at the entrance(s) of the subdivision and identifies a recognized subdivision, condominium complex, or residential development, and includes the name of the subdivision in the form of attached letters or sign. The subdivision entrance sign may include specific types of landscaping such as water, stone, brick, etc.

SUSPENDED SIGN shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

TEMPORARY FREESTANDING SIGN shall mean a temporary sign with a post or other support structure designed to be inserted into the ground for use of the sign on a temporary basis.

TEMPORARY PORTABLE SIGN shall mean a movable reusable sign structure made of durable material, mounted on wheels and towed or on a rigid frame and trucked, which is regularly and periodically moved from parcel to parcel.

TEMPORARY SIGN shall mean any sign that is reasonably anticipated to be used only temporarily and is not permanently mounted, or a sign which is reasonably anticipated to last only for limited time or a short duration – not permanent.



Subdivision Identification Sign

TENANT shall mean a person or entity who holds or possesses realty and/or personal property of another. A tenant has the temporary use and occupation of real property or the personal property owned by another person or entity, the duration and terms of the tenancy being usually fixed by an instrument called a “lease.”

TETHERED SIGN shall mean a sign which is anchored by a rope, wire, chain or similar method.

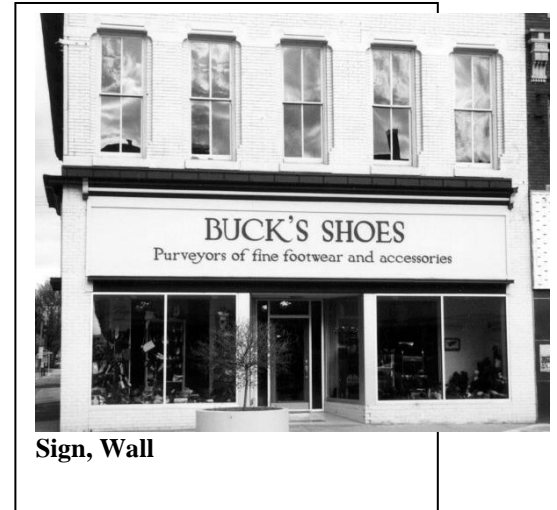
TIME AND TEMPERATURE SIGN shall mean an electrically controlled sign which contains only public service, time, temperature, and/or date information.

TRANSITION TIME shall mean the duration or interval of time between which each individual advertisement or message is displayed on any sign which is capable of sequentially displaying more than one advertisement or message on its display surface.

TOURIST ORIENTED DIRECTIONAL SIGN shall mean a sign owned and operated by a contracted agent of the Nebraska Department of Roads and located in the right-of-way on rural highways and cannot be erected on the interstate or interchanges on expressways. These signs shall meet all applicable criteria established by the Nebraska Department of Roads.

VIDEO SIGN shall mean any on-premises or off-premises sign that conveys either a commercial or non-commercial message, including a business or organization name, through means of a television or other video screen. (See also “Animated Sign”).

WALL SIGN shall mean any sign attached parallel to, but within six inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.





















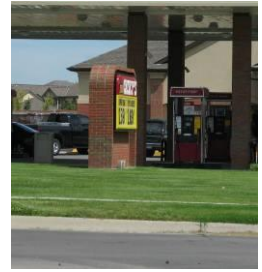



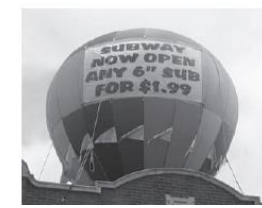







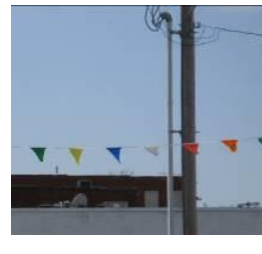
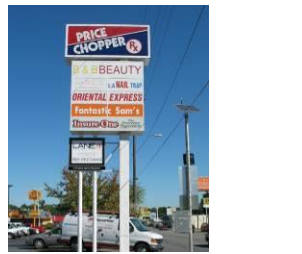




WARNING SIGN shall mean a sign located on a property posting such property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity.











WINDOW SIGN shall mean any sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the windowpanes or glass and is visible from the exterior of the window.

ZONE LOT shall mean a parcel of real estate or land that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by any applicable zoning regulations. (Ord. No. 3647, Nov. 28, 2011)

Illustrative Definitions

 <p>2001 CATERPILLAR 725 5380 HOURS A/C, AWD \$159,500</p> <p>Mid Country Machinery, Inc.</p>	 <p>BRIGHTON GARDENS ASSISTED LIVING A SUNSHINE Senior Living Community</p>	 <p>McKAY PARK WOODS FORTLEIGH</p>	 <p>SUBWAY NOW OPEN ANY 6" SUB FOR \$1.99</p>
	 <p>SELLING NEW GAMES AND CONSOLES</p>	 <p>GORDON - TERRACE A.P.T.S 4157 - 4165</p>	
 <p>BELTON TOWNE CENTER KOHLS Applebee's</p>	 <p>PHILLIPS 66 1.39 1.43 FOOD-FREE WASH</p>	 <p>THE BATTLE OF WHITE OAK CREEK AUGUST 18, 1841</p>	 <p>Nebraska 17TH & R RESIDENCE HALL PROJECT</p>
 <p>ZOO MUSEUM OF HISTORY UNIV OF NEBR MORRILL HALL</p>	 <p>DILLARD'S JCPENNEY SEARS VOLUNKERS</p>	 <p>Jordan Creek</p>	

			
<p>Electronic Message Sign</p>	<p>Freestanding Sign</p>	<p>Gas Station Price Sign</p>	<p>Identification Sign</p>
			
<p>Ground Monument Sign</p>	<p>Incidental Sign</p>	<p>Inflatable Sign</p>	<p>Kiosk Sign</p>
			
<p>Marquee Sign</p>	<p>Menu-Board Sign</p>	<p>Billboard Sign</p>	<p>Painted Ghost Wall Sign</p>
			
<p>Painted Wall Sign</p>	<p>Parapet Sign</p>	<p>Pennant Sign</p>	<p>Pole Sign</p>
			
<p>Political Sign</p>	<p>Projecting Sign</p>	<p>Public/Traffic Information Sign</p>	<p>Real Estate Sign</p>

			
<p>Roof Sign</p>	<p>Roof (integrated) Sign</p>	<p>Sandwich Board Sign</p>	<p>Sign, Digital</p>
			
<p>Sign Stacking</p>	<p>Subdivision Identification Sign</p>	<p>Suspended Sign</p>	<p>Wall Sign</p>
			
<p>Warning Sign</p>	<p>Window Sign</p>		

Section 7.03 Computations

The following principles shall control the computation of sign area and sign height.

7.03.01 Computation of Area of Individual Signs

The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, decorative fence or wall when such supporting framework, bracing, decorative fence, or wall meets zoning ordinance regulations and is clearly incidental to the display itself.

7.03.02 Computation of Area of Multi-faced Signs

The sign area for a sign with more than one face shall be computed by (1) determining the point from which most of the sign faces can be seen; and (2) adding together the area of such visible sign faces; provided, however, when two identical signs faces are painted back to back, so that both faces cannot be viewed from any point at the same time and when such sign faces are part of the same sign structure and are connected at one point and separated not more than 30 degrees, the sign area shall be computed by the measurement of one of the faces.

7.03.03 Computation of Height

The Height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of (1) existing grade prior to construction; or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the

sign, where such sign support touches the ground, is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zone lot, whichever is lower.

7.03.04 Computation of Maximum Total Permitted Sign Area for a Zone Lot

The permitted sum of the area of all individual signs on a zone lot shall be computed by applying the formula contained in Table 7C: Maximum Total Sign Area, to the lot frontage, building frontage, or wall area, as appropriate, for the zoning district in which the lot is located. Lots fronting on two or more streets are allowed the permitted sign area for each street frontage. However, the total sign area that is oriented toward a particular street may not exceed the portion of the lot's total sign area allocation that is derived from the lot, building, or wall area frontage on that street.

7.04 Permits and Interpretation

7.04.01 Signs Allowed on Private Property with and without Permits

Signs shall be allowed on private property in the City in accordance with, and only in accordance with Table 7A. Subject to the other qualifications of this Section, if the letter "P" appears for a sign type in a column, such sign is allowed without prior permit approval in the zoning districts represented by that column. If the letter "S" appears for a sign type in a column, such sign is allowed only with prior permit approval in the zoning districts represented by that column. Special conditions may apply in some cases. If the letter "N" appears for a sign type in a column, such a sign is not allowed in the zoning districts represented by that column under any circumstances.

Although permitted under the previous paragraph, a sign designated by an "S" or "P" in Table 7A shall be allowed only if:

The sum of the area of all building and freestanding signs on the zone lot conforms with the maximum permitted sign area as determined by the formula for the zoning district in which the lot is located as specified in Table 7C;

The size, location, and number of signs on the lot conform with the requirements of Tables 7D and 7F, which establish permitted sign dimensions by sign type, and with any additional limitations listed in Table 7A;

The characteristics of the sign conform with the limitations of Table 7B, Permitted Sign Characteristics, and with any additional limitations on characteristics listed in Table 7A.

- 1. Signs Permitted for Shopping Centers or Office Parks.** Shopping centers and office parks shall be permitted one freestanding "shopping center or office park identification sign" per exterior street frontage on which the name of the shopping center or office park and businesses within the shopping center or office park may be displayed. Such shopping center or office park identification sign shall be located the greater of 15 feet from the property line or 50 feet from the centerline of the fronting street, may not exceed 37 feet in height, and may contain a sign area no greater than 300 square feet. A sign permit application shall be accompanied by an exhibit which identifies the commercial development to which the sign is applicable. Placement of a shopping center or office park identification sign on an individual lot within a shopping center or office park shall not prevent the occupant of that lot from erecting additional signs as otherwise permitted by Article 7. The shopping center and office park identification sign regulations may be modified by the City Council in connection with the approval of a site plan or development agreement.

7.04.02 Permits Required

If a sign requiring a permit under the provision of this ordinance is to be placed, constructed, erected, or modified on a zone lot, the Property Owner shall secure a sign permit prior to the construction, placement, erection, or modification of such a sign in accordance with the requirements of Section 7.04.03.

Furthermore, the Property Owner shall maintain in force, at all times, a sign permit for such sign in accordance with Section 7.04.03.

No signs shall be erected in the public right-of-way except in accordance with Section 7.04.03.

No sign permit of any kind shall be issued for a proposed sign unless such sign is consistent with the requirements of this ordinance (including those Sections protecting existing signs) in every respect and with the Master Signage Site Plan or Common Signage Site Plan in effect for the property.

7.04.03 Signs Allowed on Private Property with and without Permits

1. Design, Construction, and Maintenance.

All signs shall be designed, constructed, and maintained in accordance with the following standards:

All signs shall comply with applicable provisions of the Uniform Building Code and the Uniform Electrical Code, as each may change from time to time, of the City.

Except for temporary banners, flags, temporary signs, and window signs which conform in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

Sign erectors or installers shall not erect or install a sign without having first received from the Property Owner a current and valid sign permit. Violations of this provision are subject to the provisions of Section 7.01.

All signs at all times shall be maintained in good structural condition, securely fixed, in compliance with the code, and in conformance with this ordinance.

2. Master or Common Signage Site Plan.

No permit shall be issued for a sign requiring a permit unless and until a Master Signage Site Plan or a common Signage Site Plan for the zone lot on which the sign will be erected has been submitted to the ~~Director~~ Manager and approved by the ~~Director~~ Manager as conforming with this Section.

A. Master Signage Site Plan. For any zone lot on which the Property Owner proposes to erect or allow one or more signs requiring a permit, unless such zone lot is included in a Common Signage Site Plan, the Property Owner shall submit to the ~~Director~~ Manager a Master Signage Site Plan containing the following:

An accurate plot plan of the zone lot, at such scale as the ~~Director~~ Manager may reasonably require;

Location of buildings, parking lots, driveways, and landscaped areas on such zone lot;

Computation of the maximum total sign area, the maximum area for each sign, the height of each sign, and the number of freestanding signs that are allowed on the zone lot(s) under this ordinance; and

An accurate indication on the plot plan of each sign existing as of the date of the ordinance and of the proposed location of each future sign of any type, whether requiring a permit or not, except that incidental signs need not be shown.

B. Common Signage Site Plan. If the Property Owner(s) of two or more contiguous (disregarding intervening streets and alleys) zone lots or the Property Owner of a single zone lot with more than one building (not including any accessory building) file with the ~~Director~~ Manager for such zone lots a Common Signage Site Plan conforming with the provisions of this Section, a twenty-five percent (25%) cumulative increase in the maximum total sign area shall be allowed for each included zone lot. This bonus shall be allocated within each zone lot as the Property Owner(s) elects in writing and files such election with the ~~Director~~ Manager.

C. Provisions of Common Signage Site Plan. The Common Signage Site Plan shall contain all of the information required for a Master Signage Site Plan and shall also specify standards for consistency among all signs on the zone lots affected by the Common Signage Site Plan with regard to:

- Color scheme;
- Lettering or graphic style;
- Lighting;
- Location of each sign;
- Location of each sign on the buildings;
- Material; and
- Sign proportions.

D. Limit on Number of Freestanding Signs Under Common Signage Site Plan. The Common Signage Site Plan, for all zone lots with multiple uses or multiple users, shall limit the number of freestanding signs to a total of one for each street on which the zone lots included in each such plan have frontage and shall provide for shared or common usage of such signs.

E. Showing Window Sign on Common or Master Signage Site Plan. A Common Signage Site Plan or Master Signage Site Plan including window signs may simply indicate the areas of the windows to be covered by window signs and the general type of the window signs (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside window) and need not specify the exact dimension or nature of every window sign.

F. Other Provisions of Master or Common Signage. The Master Signage Site Plan or Common Signage Site Plan may contain such other restrictions as the Property Owners may reasonably determine.

G. Consent. The Master Signage Site Plan or Common Signage Site Plan shall be signed by each Property Owner and the sign owner in such form as the ~~Director~~ **Manager** shall require.

H. Procedures. A Master Signage Site Plan or Common Signage Site Plan shall be included in any development plan, site plan, planned unit development plan, or other official plan required by the City for the proposed development and shall be processed simultaneously with such other plan.

I. Amendment. A Master Signage Site Plan or Common Signage Site Plan may be amended by filing a new Master or Common Signage Site Plan that conforms with all requirements of the ordinance then in effect.

J. Binding Effect. After approval of a Master Signage Site Plan or Common Signage Site Plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this ordinance. In case of any conflict between the provisions of such a plan and any other provision of this ordinance, the ordinance shall control.

3. Signs in the Public Right-of-Way.

No signs shall be allowed in the public right-of-way, except for the following:

A. Permanent Signs. Appropriate permanent signs, including:

Public signs erected by or on behalf of a governmental body including, but not limited to, those to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic;

Bus stop signs erected by a public transit company;

Informational signs of a public utility company regarding its poles, lines, pipes, or facilities; and

Awning, projecting, and suspended signs projecting not more than twenty-four inches (24") over a public right-of-way in conformity with the conditions of Table 7A of this ordinance.

B. Subdivision Identification Signs. Subdivision identification signs may be erected in the right-of-way by the City, a Sanitary and Improvement District, or a Homeowners Association subject to the following conditions:

The sign shall not exceed 6 feet in height, nor shall any face of the sign exceed 60 square feet.

Regardless of the height and size restrictions, no sign may be erected which creates a visual obstruction for vehicular traffic.

The sign shall only be a "monument sign" as defined in this ordinance.

In the event such sign abuts a residential lot, approval of the abutting property owner shall be required.

All such signs shall be approved by the Public Works Department prior to installation. A City of Bellevue Sign Permit shall also be required.

If, after installation, it is determined by the City that the sign creates a hazard to vehicular or pedestrian traffic it may be removed by the Public Works Department.

C. Emergency Signs. Emergency warning signs erected by a governmental body, a public utility company, or a contractor authorized to do permitted work within the public right-of-way.

D. Temporary Directional Signs. Signs erected to direct pedestrian or vehicular traffic to residential areas or businesses that are impacted by temporary road closings due to construction, maintenance, utility work or similar matters which result in road closures. Prior to posting any temporary directional signs, the party desiring such sign shall coordinate with the City and notify each Property Owner where temporary directional signs will be located.

E. Other Signs Forfeited. Any sign installed or placed on public property or in the public right of way, except in conformance with the requirements of this Section, shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the City shall have the right to recover from the Property Owner or person placing such a sign, the full cost of removal and disposal of such sign.

4. Signs Exempt From Regulation Under This Ordinance.

The following signs shall be exempt from regulation under this ordinance:

A. Any public notice or warning authorized by a valid and applicable federal, state, or local law, regulation, or ordinance;

B. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located;

C. Temporary displays or decorations customarily associated with any national, state, local, or religious holiday or celebration; provided such signs shall be erected no more than forty-five (45) days before and removed no later than fourteen (14) days after the holiday or celebration;

D. Works of art that do not include a commercial message; and

E. Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meet the standards of the Nebraska Department of Roads and which contain no commercial message of any sort.

5. Signs Prohibited Under this Ordinance.

A. Audible signs.

B. All other signs not expressly permitted or exempt from regulation under this ordinance are prohibited in the City.

6. Temporary Signs.

Temporary signs placed on private property with the property owner's permission shall not require a sign permit. Temporary signs are, however, subject to all other provisions and conditions of this ordinance. In addition, temporary signs are allowed only in compliance with the following Sections:

A. Temporary Freestanding Signs. Temporary freestanding signs shall be allowed in all zoning districts provided the sign face of a temporary freestanding sign may not exceed six (6) square feet in any residential zone, and thirty-two (32) square feet in any other zone. Signs greater than six (6) square feet in size in a residential zone, and thirty-two (32) square feet in size in any other zone, shall not be considered temporary signs and shall require a sign permit. Temporary signs in any district other than a residential district must be spaced twelve (12) feet apart. In commercial zoning districts, two (2) temporary freestanding signs shall be allowed per business per zone lot, provided no more than eight (8) temporary freestanding signs may be on any one zone lot at any one time.

B. Tethered Balloons and Inflatable Signs. Tethered balloons and inflatable signs are allowable on a temporary basis, one tethered balloon or one inflatable sign per zone lot. Tethered balloons and inflatable signs are not allowed in residential zones. A tethered balloon or inflatable sign may not exceed thirty-five feet (35') in height or 300 square feet in the total area of the tethered balloon or inflatable sign; provided, however, the tether shall not exceed one hundred feet (100'). Such tethered balloons and inflatable signs may only be exhibited for a period of not more than fourteen (14) days.

C. Penalties on Public Property or Public Right-of-Way. In the event that any temporary sign is posted on public property or in the City's right-of-way, the City shall have the right to immediately remove and dispose of such sign in accordance with Section 7.04.03.

7. Billboard Signs.

Billboard signs are exempt from the restrictions of Tables 7B, 7C, 7D, and 7E of this ordinance, and are subject to the following provisions:

A. General Provisions.

- i. Billboard signs shall not be established in any location having principal frontage on any street within a 150 foot radius of any lot, parcel, or other property which is used for a public park, school, church, courthouse, city hall, or public museum having principal frontage on the same street.
- ii. Setbacks:
 - a. Front Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
 - b. Street Side Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
 - c. Interior Side Yard. No requirements.
 - d. Rear Yard. 15 feet.
- iii. Height: The maximum height of any billboard sign shall be fifty-five (55) feet, with an additional five (5) feet permitted for extensions beyond the sign face. The height of a sign is measured from the normal grade level (as defined in Section 7.03.03) below the sign to the topmost point of the sign structure.
- iv. Character: No billboard sign shall be constructed which resembles any official marker erected by the City, state, or governmental body, or which by reason of position, shape, or color would conflict with the proper functioning of any traffic sign or signal.
- v. Code: All billboard signs shall be constructed in accordance with the code.
- vi. Sign Maintenance: All billboard signs shall be continuously maintained to good and safe structural conditions. The painted portions of billboard signs shall be periodically repainted and kept in good condition.
- vii. Consent: No billboard sign or part thereof or overhang thereof shall be located on any lot, parcel or other property designation without the consent of the Property Owner.
- viii. Lot Maintenance: The general area in the vicinity of any undeveloped property must be kept free and clear of materials, weeds, debris, trash, and other refuse.
- ix. Location: No billboard sign shall be located within a 150-foot radius of any residential zone measured from the portion of the sign face closest to any residential zone.
- x. Animation and Motion: Billboard signs shall not be animated signs. Billboard signs shall not revolve or rotate. Slow or continuous motion or rotating within a portion of the sign face shall be permitted.
- xi. Zoning: Billboard signs may only be located on a lot zoned BG, BGH, ML, or MH; such signs may be located on a lot zoned MU or FX if specifically approved with the required site plan for the property.

B. Sign Size

- i. Billboard signs up to 300 square feet on their face are permitted in the following zones: BG (General Business Zone) and MU (Mixed Use Zone).
- ii. Billboard signs up to 400 square feet on their face are permitted in the following zones: BGH (Heavy General Business Zone), FX (Flex Space Zone), and ML (Light Manufacturing Zone).
- iii. Billboard signs up to 672 square feet on their face are permitted in the following zone: MH (Heavy Manufacturing Zone).

C. Spacing.

- i. Kennedy Freeway and Highway 34: Any billboard sign along the Kennedy Freeway or Highway 34 shall be spaced a minimum of 1500 feet apart from the closest billboard sign measured in a straight line along the center line of the Kennedy Freeway or Highway 34, as appropriate. The distance shall be measured from the portion of the sign face closest to Kennedy Freeway or Highway 34, as appropriate.
- ii. On all other streets and highways within the jurisdiction of the City pursuant to the provisions of this ordinance, no billboard sign may be established within an 850-foot radius of any other billboard sign. The distance shall be measured from the portion of the sign faces which are closest to each other.

- iii. On-premise and off-premise signs shall not be counted nor shall measurements be made from them for the purpose of determining compliance with these spacing requirements.

D. Digital billboards.

Digital billboards shall comply with all requirements of this ordinance, plus the following specific requirements:

- i. The image displayed on the sign shall not change more frequently than every 10 seconds.
- ii. The image shall remain static during its display period (no movement or motion shall be permitted).
- iii. Digital billboard signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level of no greater than 5,000 nits during daylight hours and no greater than 750 nits during nighttime hours.

8. Sign Permit Procedures.

The following procedures shall govern the application for, and issuance of, all sign permits under this ordinance, and the application, submission and review of each Common Signage Site Plan and each Master Signage Site Plan.

Signs identified as “P” or “S” on Table 7A, shall be constructed, erected, modified, installed, or created (hereinafter jointly or severally referred to as “Install” or “Installation”) only in accordance with a duly issued and valid sign permit issued by the ~~Director~~ **Manager**. Such permits shall be issued in accordance with the following provisions:

A. Applications. All applications for sign permits of any kind and for a Master Signage Site Plan or Common Signage Site Plan shall be made in writing upon forms furnished by the City. Each application shall be submitted to the ~~Director~~ **Manager** in accordance with application specifications promulgated by the ~~Director~~ **Manager**. Each proposed sign requires a separate permit and each sign existing as of the effective date of this ordinance and each sign existing upon annexation of the lot upon which it is encompassed requires the filing of an application for either a Master Signage Site Plan or a Common Signage Site Plan. Property Owners who wish to submit a Common Signage Site Plan for approval may do so jointly, submitting only one application.

B. Insure and Indemnify. Any applicant(s) applying for a sign permit for a new sign or filing an application(s) for a Master Signage Site Plan or Common Signage Site Plan for proposed signs or existing signs, shall procure and maintain during the existence of any sign commercial general liability insurance covering bodily injury, including death, and property damage with a combined single limit of at least \$500,000 per person. The applicant(s) shall also defend, indemnify, and hold the City harmless from and against any action, claim, judgment, loss, damage, or injury to person or property, all fines, penalties, costs, or expenses including reasonable attorney fees, of any nature whatsoever which are brought, made, incurred, caused by, or which result or arise from, or out of, or in connection with (whether in whole or part) the negligent or intentional act, error or omission, including any default under the application, of the indemnifying party.

C. Fees. Each application for a sign permit or for approval of a Master Signage Site Plan or Common Signage Site Plan shall be accompanied by the applicable fees, which shall be established by the City Council from time to time by resolution. Permit fees are intended to cover the associated cost of sign permit review; processing of the permit application, and any site inspections pertaining to the installation, erection, and/or placement of each sign.

D. Completeness. No more than five (5) business days after receiving an application for a sign permit or for a Master Signage Site Plan or a Common Signage Site Plan, the ~~Director~~ **Manager** shall review it for completeness; and if the ~~Director~~ **Manager** finds that it is complete, the application shall then be further processed. If the ~~Director~~ **Manager** finds that the application is incomplete, the ~~Director~~ **Manager** shall return it to the applicant together with a notice of the deficiencies.

E. Issuance of a Permit or Approval of Plan. After the receipt of an application for a sign permit, the ~~Director~~ **Manager** shall review the plans, specifications, and other data relating to such sign, and, if it is considered necessary, shall inspect the zone lot premises upon which the sign is proposed to be erected. The ~~Director~~ **Manager** shall take action (i) on the application for a sign permit in accordance with Section 7.04.03 or (ii) the ~~Director~~ **Manager** shall take action on the application for approval of a Master Signage Site Plan or Common Signage Site Plan in accordance with Section 7.04.03 or, when related to nonconforming signs, in accordance with Section 7.04.03.

F. Action. No more than ten (10) business days after receiving a duly completed application for a sign permit, the ~~Director~~ **Manager** shall either:

Issue the sign permit, if the sign(s) that is the subject of the application conforms in every respect with the requirements of this ordinance and of the applicable Master Signage Site Plan or Common Signage Site Plan previously approved; or

Refuse to issue the sign permit if the sign(s) that is the subject of the application fails in any way to conform with the requirements of this ordinance and of the previously approved applicable Master Signage Site Plan or Common Signage Site Plan. In case of a rejection, the ~~Director~~ **Manager** shall specify in the rejection the Section(s) of this ordinance, or the applicable plan with which the sign(s) is inconsistent.

G. Action on the Plan. On any duly completed application for approval of a Master Signage Site Plan or Common Signage Site Plan, other than those pertaining to nonconforming signs as referenced in Section 7.04.03, the ~~Director~~ **Manager** shall either:

Approve the proposed plan if the sign(s) as shown on the plan and the plan itself conforms in every respect with the requirements of this ordinance; or

Reject the proposed plan if the sign(s) as shown on the plan or the plan itself fails in any way to conform with the requirements of this ordinance and of the previously approved applicable Master Signage Site Plan or Common Signage Site Plan. In case of a rejection, the ~~Director~~ **Manager** shall specify in the rejection the Section(s) of this ordinance, or the applicable plan with which the sign(s) is inconsistent.

The ~~Director~~ **Manager** shall take such action on the proposed plan on the applicable one of the following dates:

No later than ten (10) business days after the submission of an application if the application is for signs for existing buildings; or

No later than ten (10) business days after the date of issuance of any related application for a building permit, site plan, or development plan involving new construction.

H. Inspection. The ~~Director~~ **Manager** shall cause an inspection of the zone lot for which each permit for a new sign or for modification of an existing sign is issued during the sixth month after the issuance of such permit, or at an earlier date if the Property Owner may request. If the Installation is not substantially complete at the time of inspection, the permit shall lapse and become void. If the Installation is complete and in full compliance with this ordinance and with the code, the ~~Director~~ **Manager** shall affix to the sign or sign structure, a permanent symbol identifying the sign(s) and the applicable permit by number or other reference. If the Installation is substantially complete but not in full compliance with this ordinance and the code, the ~~Director~~ **Manager** shall give the Property Owner or applicant notice of the deficiencies and shall allow an additional 30 days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by such date, the permit shall lapse. If the Installation is then complete, the ~~Director~~ **Manager** shall affix to the sign or sign structure, the permanent symbol described above.

I. Permit Label. With each permit issued, the City shall provide a label or decal for each permitted sign bearing the permit number. This label shall be attached to the sign or sign structure, in an approved location (specified on the permit) so as to be clearly visible from the public right-of-way or public area of the business site.

J. Failure of Applicant or ~~Director~~ **Manager to Comply.** The failure of an applicant to timely file an application for a sign permit or the failure of an applicant to comply with the provisions of this Section when filling out, and/or submitting an application, shall be construed as prejudicial to the applicant. The failure of the ~~Director~~ **Manager** to meet the time constraints imposed upon him/her by this ordinance shall not be construed as waiving the requirements of this ordinance or impliedly granting such permit.

9. Sign Permits – Duration and Lapse.

The Property Owner of a zone lot containing sign(s) requiring a permit under this ordinance shall at all times maintain in force a sign permit for such zone lot. Sign permits shall be issued for each zone lot, notwithstanding the fact that a particular zone lot may be included with other zone lots in a Common Signage Site Plan.

A. Lapse of Sign Permit. A sign permit shall lapse automatically if the business activity on the zone lot is discontinued for a period of 180 days or more and is not renewed within 60 days of a notice from the City to the last

permittee, sent to the zone lot, that the sign permit will lapse if such activity is not renewed. Lapse of a sign permit shall be considered a violation of this ordinance.

B. Assignment of Sign Permits. A current sign permit shall be assignable to a successor as Property Owner, subject only to filing such application as the ~~Director~~ **Manager** may require within six (6) months and paying any applicable fee. The assignment shall be accomplished by filing a copy of same with the ~~Director~~ **Manager** and shall not require further approval.

10. Signs Without Permits.

A. Violation and Nuisance. It shall be a violation of this ordinance to install, create, erect, or maintain any sign, for which a permit is required, without having obtained such a permit. Installing, creating, erecting, or maintaining any sign for which a permit is required without having obtained such a permit shall also constitute a continuous public nuisance and each day such a violation exists shall be deemed a separate violation.

B. Property Owner Removal. Except as otherwise provided, the Property Owner with a sign for which a current sign permit has not been issued shall be obligated to take down and remove such sign within ten (10) days after written notification from the City.

C. Summary Removal Authorized. The Planning ~~Director~~ **Manager** is hereby empowered to determine whether a current and valid sign permit has been issued for any sign. If a current sign permit is required but has not been issued due to the failure or refusal of the Property Owner(s) to comply with this Ordinance, the Planning ~~Director~~ **Manager** shall provide written notice to the Property Owner(s) of such violation and order removal of the sign. The Property Owner(s) shall have twenty (20) days to comply with this written notice. If the Property Owner(s) fail to comply with the order of removal, the City may have such work done. The costs and expenses of any such work shall be paid by the Property Owner(s). If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground.

11. Nonconforming Signs

A. Signs Existing on Effective Date. For any sign existing in the City on or before September 24, 1996 and in continuous and uninterrupted existence since that date, a duly completed application for either a Master Signage Site Plan or a Common Signage Site Plat must be submitted to the ~~Director~~ **Manager** on or before October 1, 2000; and for any sign existing on property annexed at a later date which causes the sign to become subject to this ordinance, an application for either a Master Signage Site Plan or a Common Signage Site Plan must be submitted to the ~~Director~~ **Manager** within six (6) months of the effective date of the annexation or within such period as may be established in an agreement between the City and the relevant Property Owner; and the timely filing of such duly completed applications shall qualify such signs and Property Owner for the protection of Section 7.04.03 (11C.) and (11D.). Signs that are the subject of applications for a Master Signage Plan or a Common Signage Plan not so received or received after October 1, 2000 shall be subject to all of the terms and conditions of this ordinance, shall be in violation thereof, and shall not be entitled to the protection of Section 7.04.03 (11C.) and (11D.). Except as otherwise provided in this ordinance, any such nonconforming sign for which an application for a Master Signage Site Plan or a Common Signage Site Plan has not been timely submitted to the ~~Director~~ **Manager** shall be taken down and removed in accordance with the procedures and provisions of Section 7.04.03 (10).

B. Fees. Duly completed applications for a Master Signage Site Plan or a Common Signage Site Plan for existing signs timely filed within the time period specified in Section 7.04.03 (11A.) shall be exempt from the initial fees adopted under authority of this ordinance.

C. Permits. A sign that would be permitted under this ordinance only with a current sign permit, but which was in existence on the effective date of this ordinance or on a later date when the property upon which such sign exists is annexed to the City, and which was constructed in accordance with the ordinances and other applicable laws in effect on the date of its construction, but which by reason of its size, height, location, design, or construction is not in conformance with the requirements of this ordinance, shall be deemed to have been issued a current and valid nonconforming sign permit if an application for a Master Signage Site Plan or a Common Signage Site Plan in accordance with Section 7.04.03 (11A) of this ordinance is timely filed.

D. Grandfather Rights. Any nonconforming sign which has been registered in accordance with Section 7.04.03 (8) of this ordinance may be repaired or modified provided such repair or modification does not involve a

structural alteration or result in the sign becoming more nonconforming. A sign permit will not be required for repairing or modifying an existing registered sign.

Any nonconforming sign which has been registered in accordance with Section 7.03.04 of this ordinance may be replaced or otherwise structurally altered provided the sign is not made more nonconforming and the sign is of a type permitted by Table 7A in the zoning district in which it is located. A sign permit will be required prior to replacing or structurally altering any sign.

E. Lapse of Sign Permit for Existing Signs. A nonconforming sign permit deemed to have been issued for existing signs in accordance with Section 7.04.04 (11C.) shall lapse and become void under the same circumstances as those under which any other sign permit may lapse and become void as specified in Section 7.04.03 (9).

(Ord. No. 3647, Nov. 28, 2011)

(Ord. No. 3688, Dec. 10, 2012)

7.05. Appeals.

The Board of Adjustment shall, subject to such appropriate conditions and safeguards as may be established by legislative body, have only the following powers:

A. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made on behalf of the City by an administrative official or agency based on or made in the enforcement of any applicable zoning regulation or any regulation relating to the location or soundness of structure;

B. To hear and decide, in accordance with the provisions of any applicable zoning regulation, requests for interpretation of any map; and

C. Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of real property at the time of the enactment of any applicable zoning regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition or such piece of property, the strict application of this ordinance would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the Property Owner to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution. No such variance shall be authorized by the Board of Adjustment unless it finds that:

- i) The strict application of the any applicable zoning regulation would produce undue hardship;
- ii) Such hardship is not shared generally by other real properties in the same zoning district and the same vicinity;
- iii) The authorization of such variance will not be of substantial detriment to adjacent real property and the character of the district will not be changed by the granting of the variance; and
- iv) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.

No variance shall be authorized unless the Board of Adjustment finds that the condition or situation of the real property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the applicable zoning regulations. In exercising the above-mentioned powers such Board of Adjustment may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from, and may make such order, requirement, decision, or determination, as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such regulation or to effect affect any variation in such regulation.

7.05.02. Violations.

Any of the following shall be violation of this ordinance and shall be subject to the enforcement remedies and penalties provided by this ordinance, by the Zoning Ordinance, and by state law:

To install, create, erect, or maintain any sign in a way that is inconsistent with this ordinance or any plan or permit governing such sign or the zone lot on which the sign is located;

To install, create, erect, or maintain any sign requiring a permit without such a permit;

To fail to obtain a current and valid sign permit for existing signs in accordance with Section 7.04.03 (11C);

To fail to remove any sign that is installed, created, erected, or maintained in violation of this ordinance, or for which the sign permit has lapsed; or

To continue any such violation.

Each sign installed, created, erected, or maintained in violation of this ordinance shall be considered a separate violation when applying the penalty portions of this ordinance and each day a violation exists shall be a separate violation when applying the penalty portions of this ordinance.

7.05.03. Enforcement: Remedies and Penalties.

1. Remedies. Any Property Owner, sign erector, installer, or other person who violates, disobeys, omits, neglects, refuses to comply with, or resists the enforcement of any of the provisions of this Ordinance, will be subject to the following: Any violation or attempted violation of this Ordinance or of any condition or requirement adopted pursuant hereto may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceedings pursuant to State law. A violation of this Ordinance shall be considered a violation of the Zoning Ordinance of the City. The remedies of the City shall include: Issuing a stop work order for any and all work on any signs on the same zone lot, seeking an injunction or other order of restraint or abatement that requires removal of the sign(s) or the correction of the nonconformity, imposing any penalties that can be imposed directly by the City under the Zoning Ordinance, and seeking in court the imposition of any penalties that can be imposed by such court under the Zoning Ordinance.

Upon determination by the Planning ~~Director~~ Manager that a sign poses a danger to public health or safety or is in such a state of disrepair that it is no longer functional, the Planning ~~Director~~ Manager shall provide written notice to the Property Owner(s) of such violation and order removal or repair of the sign. The Property Owner(s) shall have twenty (20) days to comply with this written notice. If the Property Owner(s) fail to comply with the order of removal, the City may have such work done. The costs and expenses of any such work shall be paid by the Property Owners. If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground.

A sign that has been abandoned or no longer used by the Property Owner(s) for at least six (6) months shall be removed. The Planning ~~Director~~ Manager shall provide written notice to the Property Owner(s) of such violation and order removal of the sign. The Property Owner(s) shall have twenty (20) days to comply with this written notice. If the Property Owner(s) fail to comply with the order of removal, the City may have such work done. The costs and expenses of any such work shall be paid by the Property Owner(s). If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground.

The City shall have other such remedies as are and as may from time to time be provided for or allowed by state law for the violation of the Zoning Ordinance.

All such remedies provided herein shall be cumulative. To the extent that State law may limit the availability of a particular remedy set forth herein for a certain violation or a part thereof, such remedy shall remain available for other violations or other parts of the same violation.

2. Criminal Penalties. Any Property Owner, sign erector, installer, or other person who violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of any of the provisions of this ordinance, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$1,000 for each offense or imprisoned in the county jail for a period not exceeding thirty (30) days for each violation or offense. (*Ord. No. 3647, Nov. 28, 2011*)

Table 7A PERMITTED SIGNS by TYPE and ZONING DISTRICT

Sign Type	RE RS RD	AG RA	RG	INS ^a	M	BN BNH	BG BGH	BGM	FX	ML MH
<u>Freestanding</u>										
Incidental ^c	N	N	P	P	P	P	P	P	P	P
Monument	S	S	S	S	S	S	S	S	S	S
Other	N	N	S	S	S	S	S	S	S	P
Pole Sign	N	N	N	S	N	S	S	S	S	S
Residential ^b	N	P	N	N	N	N	N	N	N	N
<u>Building</u>										
Awning	N	N	S	S	S	S	S	S	S	S
Banner	N	N	N	N	N	S	S	S	S	S
Building Marker ^e	P	P	P	P	P	P	P	P	P	P
Canopy	N	N	N	N	N	S	S	S	S	S
Identification ^d	P	P	P	P	P	P	P	P	P	P
Incidental ^c	N	N	P	P	P	P	P	P	P	P
Marquee ^f	N	N	N	N	N	N	S	S	S	S
Projecting ^f	N	N	N	N	N	S	S	S	S	S
Residential ^b	P	P	P	N	P	N	N	N	N	N
Roof, Integral	N	N	N	N	N	N	S	S	S	S
Suspended ^f	N	N	N	P	N	N	N	P	N	N
Wall	N	N	N	P	N	S	S	S	S	S
Window	N	N	N	P	N	S	S	S	S	S
<u>Miscellaneous</u>										
Banner ^c	N	N	N	N	N	S	S	S	S	S
Flag ^h	P	P	P	P	P	P	P	P	P	P
Off-Premises Sign	N	N	N	N	N	N	S	S	S	S
Temporary	P	P	P	P	P	S	S	S	S	S

P = Allowed without sign permit
 S = Allowed only with sign permit
 N = Not allowed

- a. This column does not represent a zoning district. It applies to institutional uses permitted under the Zoning Ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, schools, funeral homes, and cemeteries.
- b. No commercial message allowed on sign, except for a commercial message drawing attention to an activity legally offered on the premises.
- c. No commercial message of any kind allowed on sign if message is legible from any location off the zone lot on which the sign is located.
- d. Only address and name of occupants allowed on sign.
- e. May include only building name, date of construction, or historical data on historical site; must be cut or etched into masonry, bronze, or similar material.
- f. If such a sign is suspended or projects above a public right-of-way, the issuance and continuation of a sign permit shall be conditioned on the Property Owner obtaining and maintaining in force liability insurance for such a sign in such form and such amount as the ~~Director~~ **Manager** may reasonably from time to time determine, provided that the amount of such liability insurance shall be at least \$500,000 per occurrence per sign.
- g. The conditions of Section 7.04.03 (9) of this ordinance apply.
- h. Except for flags of the United States, flags of the State, the City, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction are included herein, provided that such a flag shall not exceed 60 square feet in area and shall not be flown

from a pole the top of which is more than 40 feet in height. Flags of the United States shall not exceed 600 square feet in area. Flags must be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes. Any flag not meeting one or more of these conditions shall be considered a banner sign and shall be subject to regulation as such. (*Ord. No. 3647, Nov. 28, 2011*)

TABLE 7B PERMITTED SIGN CHARACTERISTICS BY TYPE

No sign shall exceed any applicable maximum number or dimensions or encroach on any applicable minimum clearance shown on this table.

Sign Type	Number Allowed	Maximum Sign Area	Vertical Clearance	
			From sidewalk, private drive	From public street parking
<u>Freestanding</u>				
Incidental				
Monument				
Other	See Table 7D	See Table 7D	N/A	N/A
<u>Pole Sign</u>				
Residential				
<u>Building</u>				
Awning	1 per bldg.	25% of surface canopy	9 ft.	12 ft.
Banner	N/A	N/A	9 ft.	12 ft.
Building Marker	1 per bldg.	4 sq. ft.	N/A	N/A
Canopy	1 per bldg.	25% of vertical surface of canopy	9 ft.	12 ft.
Identification	1 per bldg.	N/A	N/A	N/A
Incidental	N/A	N/A	N/A	N/A
Marquee	1 per bldg.	N/A	9 ft.	12 ft.
Projecting	1 per bldg.	40 sq. ft.	9 ft.	12 ft.
Residential	1 per zone lot	N/A	N/A	N/A
Roof, Integral	2 per zone lot	N/A	N/A	N/A
Suspended	1 per entrance	N/A	9 ft.	N/A
Wall	N/A	N/A	N/A	N/A
Window	N/A	25% of total window area	N/A	N/A
<u>Miscellaneous</u>				
Banner	N/A	N/A	9 ft.	12 ft.
Flag (b)	N/A	60 sq. ft.	9 ft.	12 ft.
Temporary	See Section 7.04.03,6	N/A	N/A	N/A

a. Permitted on the same terms as a temporary sign, in accordance with Section 7.04.03(6), except that it may be freestanding.

b. Except for flags of the United States, flags of the State, the City, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction are included herein, provided that such a flag shall not exceed 60 square feet in area and shall not be flown from a pole the top of which is more than 40 feet in height. Flags of the United States shall not exceed 600 square feet in area. Flags must be flown in accordance with protocol established by the Congress or the United States for the Stars and Stripes. Any flag not meeting any one or more of these conditions shall be considered a banner sign and shall be subject to regulation as such.

TABLE 7C MAXIMUM TOTAL SIGN AREA PER ZONE LOT BY ZONING DISTRICT

The maximum total area of all signs on a zone lot except incidental, building marker, temporary, identification signs, and flags (b) shall not exceed the lesser of the following:

	RE RS	RA AG	RG	INS(a)	M	BN BNH	BG BGH	BGM	FX	ML MH
Max. Number of Total Sq. Ft.	10	50	250	375	250	750	1125	750	1125	1125 1250
Sq. Foot of Signage per Linear Foot of Street Frontage	N/A	N/A	0.5	0.5	0.5	2	3	6	4	N/A

a. This column does not represent a zoning district. It applies to institutional uses permitted under the zoning ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, schools, funeral homes, and cemeteries.

b. Except for flags of the United States, flags of the State, the City, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction are included herein, provided that such a flag shall not exceed 60 square feet in area and shall not be flown from a pole the top of which is more than 40 feet in height. Flags of the United States shall not exceed 600 square feet in area. Flags must be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes. Any flag not meeting any one or more of these conditions shall be considered a banner sign and shall be subject to regulation as such.

TABLE 7D NUMBER, DIMENSIONS, and LOCATION of INDIVIDUAL SIGNS by ZONING DISTRICT

Individual signs shall not exceed the applicable maximum number dimensions or setbacks on this table, Table 7B, and Table 7E

	RE RS RD	AG RA	RG	INS ^a	M	BN BNH	BG BGH	BGM	ML FX	MH
<u>Freestanding</u>										
Area (sq. ft.) ^b	8	50	50	250	50	250	375	250	375	375
Height (ft.)	5				see table 7E					
Setback (ft.) ^{cde}	5				see table 7E					
Number Permitted Per Zone Lot	2	2	n/a	2	n/a	n/a	n/a	n/a	n/a	n/a
Per Feet of Street Frontage	n/a	n/a	1 per 200	n/a	1 per 200	1 per 200	1 per 200 ^f	1 per 100	1 per 200	1 per 700
<u>Building</u>										
Area (Max. Sq. Feet) ^b	6	6	6	100	6	n/a	n/a	n/a	n/a	n/a
Wall Area (percent) ^g	n/a	n/a	n/a	n/a	n/a	15%	20%	20%	20%	10%

^a This column does not represent a zoning district. It applies to institutional uses permitted under the zoning ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, funeral homes, and cemeteries.

^b The area limits set forth in this table do not apply to temporary signs. See Section 7.04.03 (6) for applicable area restrictions.

^c Minimum setback is five (5) feet; however, in no case shall the actual sign height exceed the actual setback from any adjacent lot that is zoned and used for residential purposes. For example, if the sign is set back seven (7) feet from such a lot, it may be no more than seven feet (7) high.

^d In addition to the setback requirements on this table, signs shall be located such that there is at every street intersection a clear view between heights of three (3) feet and ten (10) feet in a triangle formed by the corner and points on the curb thirty (30) feet from the intersection or driveway.

^e Lots fronting on two or more streets are allowed the permitted signage for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.

^f For lots that have at least 100 feet of frontage, but less than 200 feet of frontage, Table 7D will be amended to allow a freestanding monument sign in accordance with Table 7E up to a maximum height of 15 feet and a maximum area of 65 square feet, provided the corresponding setback is met. Lots with less than 100 feet of frontage would still not be permitted freestanding signs.

^g The percentage figure here shall mean the percentage of the area of the wall of which such sign is a part or to which each sign is most nearly parallel.

TABLE 7E FREESTANDING SIGNS
Correlation of setback, Height, and Size

IF Setback from property line (in feet)	THEN Maximum Height (in feet)	THEN Maximum Size (in square feet)
5	7	25
6	8	30
7	9	35
8	10	40
9	11	45
10	12	50
11	13	55
12	14	60
13	15	65
14	16	70
15	17	75
16	18	80
17	19	85
18	20	90
19	21	95
20	22	100
21	23	105
22	24	110
23	25	115
24	26	120
25	27	125
26	28	130
27	29	135
28	30	140
29	31	145
30	32	150
31	33	155
32	34	160
33	35	165
34	36	170
35	37	175
36	37	180
37	37	185
38	37	190
39	37	195
40	37	200
41	37	205
42	37	210
43	37	215
44	37	220
45	37	225
46	37	230
47	37	235
48	37	240
49	37	245
50	37	250
51	37	255
52	37	260
53	37	265
54	37	270
55	37	275
56	37	280
57	37	285

58	37	290
59	37	295
60	37	300
61	37	305
62	37	310
63	37	315
64	37	320
65	37	325
66	37	330
67	37	335
68	37	340
69	37	345
70	37	350
71	37	355
72	37	360
73	37	365
74	37	370
75	37	375

TABLE 7F PERMITTED SIGN CHARACTERISTICS BY ZONING DISTRICT

	RE RS	RA AG	RG	INS(a)	M	BN BNH	BG BGH	BGM	FX	ML MH
Animated(c)	N	N	N	N	N	N	S	S	S	S
Changeable Copy	N	N	N	P	N	N	S	S	S	S
Illumination, Internal	N	N	N	P(b)	N	S(b)	S	S	S	S
Illumination, External	N	N	P	P(b)	P	S(b)	S	S	S	S

P = Allowed without sign permit
 S = Allowed only with sign permit
 N = Not allowed

- a. This column does not represent a zoning district. It applies to institutional uses permitted under the zoning ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, school, funeral homes, and cemeteries.
- b. No direct light or significant glare from the sign shall be cast on to any adjacent zone lot this is zoned and used for residential purposes.
- c. Signs shall not change panels or messages within at least 15 seconds and flashing lights or brightness of signs may be regulated based on vehicular traffic safety.

ARTICLE 8 SUPPLEMENTAL REGULATIONS

Section 8.01 Off-Street Automobile Storage

8.01.01 Commercial establishments providing drive-in or drive-through services shall provide minimum on-site stacking distances as provided below:

TYPES OF OPERATION		MINIMUM STACKING SPACE
Financial Institution – Electronic Teller		Two vehicles per lane*
Financial Institution – Personal Teller		Three vehicles per window or kiosk*
Car Wash – Self Service		Two vehicles per bay at entrance* One vehicle per bay at exit
Car Wash – Automatic / Conveyor		200 feet per bay at entrance* One vehicle per bay at exit
Drive-through Restaurant		Four vehicles per window*
Coffee Kiosk		
-	Drive side service	Four vehicles per lane*
-	Passenger side service	Two vehicles per lane*
Drive-through Pharmacy		Two vehicles per lane*
Service Stations		
-	Service Islands	Two vehicles per pump lane*
-	Service bay	One vehicle per bay*
-	Quick lube / Oil change “starting gate design”	Two vehicles per bay*
-	(4 or more pump islands side by side, 18 feet apart	One vehicle per lane*
Gated parking lot entrance		One vehicle per gate
Garage Unit or Overhead door	(Major streets only)	One vehicle per door
Other uses		Two vehicles per lane being serviced

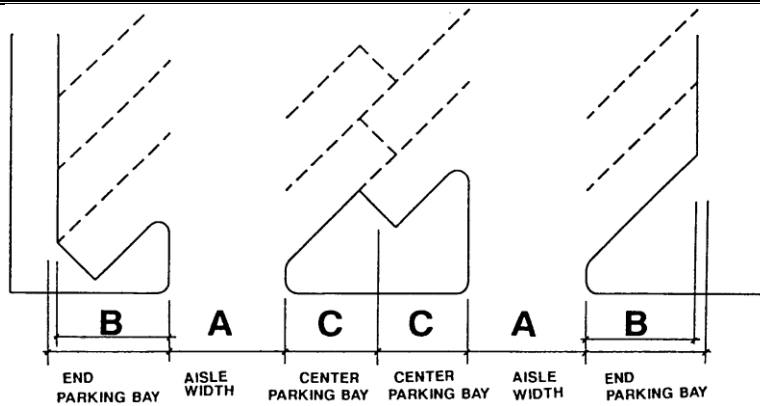
* Stacking requirements are in addition to vehicle being served.

Required vehicle stacking shall not block driveways or required parking stalls and shall not be located in side, front, or rear yards where parking stalls are prohibited. Each vehicle stacking unit shall be 22 feet long. Required stacking may be reduced by approval of the City Council following site plan review by the Planning Commission. Site plan review must demonstrate that circulation and loading patterns accommodate adequate space for queuing and temporary parking by users during peak hours of operation.

Section 8.02 Off-Street Parking Design Criteria

8.02.01 Standard parking stall dimensions shall not be less than 9 feet by 18 feet, plus the necessary space for maneuvering into and out of the space. Where the end of the parking space abuts a curbed area at least five feet in width (with landscaping or sidewalk), an overhang may be permitted which would reduce the length of the parking space by two feet. Such overhang shall be measured from the face of the curb. For standard parking lots, minimum dimensions shall be as follows:

Parking Configuration			
	90-degree	60-degree	45-degree
Aisle Width (A)			
One-way traffic	-----	18 feet	14 feet
Two-way traffic	24 feet	20 feet	20 feet
End Parking Bay Width (B)			
Without overhang	18 feet	20 feet	19 feet
With overhang	16 feet	18 feet	17 feet
Center Parking Bay Width (C)			
	18 feet	18 feet	16 feet



- 8.02.02 Minimum dimensions for a parallel parking space shall be nine feet by 23 feet
- 8.02.03 Minimum parking dimensions for other configurations or for parking lots with compact car spaces shall be determined by the Planning Commission and City Council upon recommendation of the Planning **Director** **Manager** and City Engineer

Section 8.03 Off-Street Parking and Loading

- 8.03.01 PURPOSE. All buildings, structures, and uses of land shall provide off-street parking and loading space in an amount sufficient to meet the needs caused by the building or use of land and such parking and loading spaces shall be so oriented that they are in fact readily usable for such purpose. Because of the pedestrian orientation of the core of the central business district it is intended that parking be provided at the periphery of the core.
- 8.03.02 Each use of land and each building or structure hereafter constructed or established, and each addition to a structure, shall provide off-street parking and loading according to the standards set forth herein. When an addition is made to a building which is nonconforming as to parking or loading, a conforming amount of parking shall be supplied based upon the size of the addition. Parking spaces shall also be provided in accordance with the Americans with Disabilities Act and the Nebraska Accessibility Guidelines.
- 8.03.03 No addition to an existing building shall be constructed which reduces the number of spaces, area, or usability of existing parking or **loading** space unless such building and its addition, conform with the regulations for parking and loading contained herein. Contractual agreements may be made between uses which generate parking demand at different times in such a manner that the requirements of more than one use may be met by the same space provided the parking demand for each such use involved is in fact met.
- 8.03.04 Except as otherwise provided, all off-street parking and loading spaces (including parking areas used for the storage of vehicles, boats, and trailers), access, aisles, and driveways shall comply with the following requirements:

1. All such areas constructed after the effective date of this ordinance shall be surfaced with Portland cement concrete (PCC) or asphaltic cement concrete (ACC).
2. Unless a site-specific engineered solution is otherwise proposed, and approved by the city engineer, commercial properties shall utilize a PCC thickness of 7” or an ACC thickness of 9”. Industrial properties shall utilize a PCC thickness of 8” or an ACC thickness of 10”.
3. All such areas existing as of the effective date of this ordinance shall be surfaced with an approved hard surface as defined below.
4. Gravel or crushed rock driveways which are permitted under the provisions of this ordinance shall not be permitted to have areas of vegetation or exposed dirt. Permitted concrete, asphalt, brick, paving stones and block pavers shall not be permitted to have areas of exposed dirt or grass/weeds/worthless vegetation with greater than three (3) inches of growth.
5. Any property taking access to a public or private street which has been improved with concrete, asphalt, or brick shall provide an apron, improved with concrete, between the street pavement and the property line. Such apron shall be at least as wide as the associated driveway or access. Any property which does not comply with this provision at the time of its approval by the City Council shall be required to come into compliance not later than October 1, 2012.

6. In the event a property has frontage on more than one street, the property owner may, unless otherwise prohibited, determine the street from which to take access. Regardless of which street is used for access, all off-street parking and loading spaces, access, aisles and driveways shall be provided with an approved hard surface in accordance with this section.
7. The surface of any existing parking pad shall be of a quality greater than or equal to the driveway or access leading to such parking pad.
8. For the purposes of this section, “approved hard surface” for an existing driveway or parking pad shall consist of one of the following materials: concrete, asphalt, brick, paving stones, block pavers, or gravel/crushed rock. For the purposes of Paragraph 7, this list of approved hard surfaces is listed in decreasing degree of quality.
9. The “Hard Surface Committee” consisting of three City Council members appointed by the Mayor, shall hear and decide upon any dispute between a property owner and City staff as to what constitutes an approved hard surface. A property owner’s request for a hearing before the Hard Surface Committee shall be submitted in writing on a form provided by the City, which must include payment of the applicable fee as stated in the master fee schedule. Requests submitted without payment of the required fee shall be returned to the property owner.
10. The provisions of this section shall not apply to sales conducted under the terms of a Seasonal Vendor Permit or a permit for the sale of fireworks issued by the City.

(Ord. No. 3663, Feb. 13, 2012)

8.03.05 All parking spaces on concrete shall be a minimum of one hundred sixty-two (162) square feet, and in no event shall any such parking space be smaller ~~that~~ **than** the square footage of the motor vehicle, recreational vehicle, trailer, or boat and boat trailer occupying such parking spaces.

1. Nothing contained herein shall prohibit the City from proceeding simultaneously against both an owner of any real property lot or ground or any part of any lot and against an agent, occupant, or other person in possession, charge, or control of any real property lot or ground or any part of any lot to remedy any violations of Section 8.03 of the Bellevue Zoning Ordinance, as amended.

8.03.06 Subject to the exception contained in Section 8.03.04, all motor vehicles shall be parked on concrete. In all residential zones, all recreational vehicles, trailers, or boats and boat trailers shall be parked in the following manner:

1. Inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone where located.
2. Outside the side yard or rear yard on a concrete, asphalt, or other approved hard surface, provided it is not nearer than two (2) feet to the lot line.
3. Outside on a concrete driveway, provided space is not available in the rear yard or side yard, or there is no reasonable access to either the side yard or rear yard; a corner lot is generally deemed to have reasonable access to the rear yard; and a fence is not necessarily deemed to prevent reasonable access.
4. The body of the recreational vehicle, trailer, or boat and boat trailer must be at least thirteen (13) feet from the face of any curb.
5. No part of the recreational vehicle, trailer, or boat and boat trailer may extend over the public sidewalk or public thoroughfare (right-of-way).
6. Parking is permitted only for storage purposes, and any recreational vehicle, trailer, or boat and boat trailer shall not be:
 - A. Used for dwelling purposes, except for overnight sleeping for a maximum of fourteen (14) days in any one (1) calendar year. Cooking is not permitted at any time.
 - B. Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries or other purposes.
 - C. Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.

7. Notwithstanding any other provisions, of Section 8.03.06, a recreational vehicle, trailer, or boat and boat trailer may be parked anywhere on the premises during active loading or unloading, and use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle, trailer, or boat and boat trailer for use.
 8. The recreational vehicle, trailer, or boat and boat trailer shall be owned by the resident on whose property the recreational vehicle, trailer, or boat and boat trailer is parked for storage.
- 8.03.07 Except in the AG, FX, ML, and MH zoning district, parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length shall be strictly prohibited. Parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length may be allowed in BGH zoning districts by conditional use permit. If necessary, trucks will be measured bumper to bumper, including overhangs and attachments such as trailer hitches and side mirrors. *(Ord. 3991, April 21, 2020)*
- 8.03.08 Uses listed below shall provide parking and loading in the amounts specified and at locations specified for the group in which such use falls. For any use not listed, the City Administrator, or designee, shall determine the property requirement by classifying the proposed use among the uses specified herein so as to assure equal treatment. In making any such determination, the City Administrator, or designee, shall follow the principals set forth in the statement of purpose for the parking and loading provisions.
- 8.03.09 For the purpose of this Section, a parking space shall be at least one hundred sixty-two (162) square feet in size and shall be of easily usable and convenient shape, orientation, and grade. Handicap accessible parking spaces shall be a minimum of ninety-six (96) inches in width and provide an adjacent access aisle a minimum of sixty (60) inches in width. Van accessible parking spaces shall be a minimum of ninety-six (96) inches in width and provide an adjacent access aisle a minimum of ninety-six (96) inches in width. Each such space shall be readily accessible and aisles required for access to any space shall not be counted in meeting the requirements for spaces. Loading spaces shall be at least twelve (12) feet wide and sixty (60) feet long for industrial and warehouse type uses but may be twelve (12) feet wide and thirty (30) feet long for retail, service and institutional establishments. Aisles adequate to accommodate the maneuvering into position of such vehicles shall be provided accessory to such space or spaces. Specified distances from the principal use for which a parking space is provided shall be measured from the edge of the usable parking space to a normal entrance to the building or use along a convenient and unobstructed pedestrian route. Parking spaces shall not be provided within a required front yard, or a side yard at a corner, except as specifically authorized herein.
- 8.03.10 All off-street parking and loading areas shall be landscaped and screened in accordance with Article 9.

8.03.11. **GROUP A:** All uses of land and buildings enumerated under Group A shall provide off-street parking on the same zoning lot as such use or building and said parking shall have convenient and unobstructed pedestrian access across said zoning lot to a principal entrance to the following buildings or uses:

USE	PARKING REQUIRED	
Dwellings	One (1) for each	
Apartments	Two (2) For each dwelling unit	
Boarding, rooming, and lodging houses	One (1) for each bedroom	
Doctor's offices, medical and dental clinics	Five (5) spaces for each medical or dental practitioner	
Restaurants, beer parlor, taverns, bars, night clubs	One (1) for each two and one half (2.5) seats	
Retail stores and shops	One (1) space for each two hundred (200) square feet of gross sales area.	
Furniture and appliance sales & furniture and appliance repair	One (1) for each five hundred (500) square feet of gross sales space and repair space	
Funeral homes and mortuaries	One (1) for each three (3) seats in chapels or one (1) for each fifty (50) square feet of public area, whichever is greater	
Real estate sales offices	Two (2) for the first two hundred (200) square feet plus one (1) for each one hundred (100) square feet of office and public space	
Small item service and repair shops	One (1) for each two hundred (200) square feet of gross floor area	
Beauty and barber shops	Two (2) for each operator	
Automotive or machinery sales and service garages	One (1) for each four hundred (400) square feet of floor area	
Bowling alleys	Five (5) for each alley.	
Roller and ice rinks, intensive spots and recreation establishments and dance halls	One (1) for each three (3) fixed seats or one (1) for each one hundred (100) square feet of gross floor area of public space as appropriate	
Banks and professional offices and general offices	One (1) for each three hundred (300) square feet of floor area	
Assisted living and multi-family dwellings exclusively for senior citizens	One (1) space for each dwelling unit	
Self-service storage facilities	Two (2) spaces at the rental office or one and one half (1.5) spaces per employee, whichever is greater	
Day care centers	One (1) space per three hundred and fifty (350) square feet of gross floor area plus three (3) spaces for vehicles of the operation	

8.03.12 **GROUP B:** All uses of land or buildings enumerated under Group B shall provide off-street parking on the same zoning lot as such building or use for all customers or patrons frequenting the establishment and said parking shall have convenient and unobstructed pedestrian access across said parking lot to a principal entrance to the building or use. That portion of the parking requirement that is attributed to employees may be provided within three hundred thirty (330) feet of the following uses or buildings:

USE	PARKING REQUIRED	
Hotel, apartment hotel, motel, club with guest rooms	One (1) space for each unit for the first twenty (20) units, plus one (1) space for each two (2) units for those in excess of twenty (20) on site, plus one (1) space for each two (2) employees on the largest shift.	
Hospitals and rest homes	One (1) space for each four (4) beds plus one (1) space for each two (2) staff physicians on site, plus one (1) space for each three (3) employees of all classes on the largest shift.	
College fraternities, college sororities	One (1) space for each two (2) bedrooms. Half of the requirement may be off site.	
Clubs, organization halls	One (1) space for each one hundred (100) square feet of assembly space on site, plus one (1) space for each two (2) employees	
Wholesale stores with stock of goods (without stock, see general offices)	One (1) space for each four hundred (400) square feet of gross floor area. At least half of the requirement shall be on site.	
Warehouses	Four (4) spaces for the first five thousand (5,000) square feet of gross floor area, plus one (1) additional space for each additional five thousand (5,000) square feet or major fraction thereof twenty-five (25) percent of total requirements shall be on site	

8.03.13 **GROUP C:** Parking requirements for customers, patrons, and employees may be provided within six hundred sixty (660) feet of said following uses or buildings:

USE	PARKING REQUIRED	
Auditoriums, stadiums (except school), theaters, community centers and similar places of public assembly	One (1) space for each five (5) seats in the main assembly area, or where no fixed seats are provided one (1) space for each fifty (50) square feet of main assembly area	
Churches	One (1) space for each four (4) seats in the main assembly area	
Libraries, museums and similar uses	One (1) space for each four hundred (400) square feet of gross space to which the public has access.	
Senior high schools, junior high schools, elementary schools (including public, parochial and private)	One (1) space for each teacher or employee except that where living accommodations for such teachers or employees are provided on or near the site this requirement may be satisfied by the parking provided for the living quarters, plus one (1) space for each one hundred (100) square feet of seating space in the auditorium or multi-purpose room, whichever is greater.	
Manufacturing, freight terminals	Four (4) spaces for each ten thousand (10,000) square feet of gross floor area or major fraction thereof, plus one (1) space for each employee on the largest shift	
Multi-tenant commercial strip building	Four and one half (4.5) parking spaces per one thousand (1,000) square feet of gross leasable area	

Section 8.04 Home Based Businesses

The following are the minimum standards required for a Home-Based Businesses:

- 8.04.01 No external evidence of the home-based business with the exception of one unlighted residential sign as per Article 7.
- 8.04.02 Advertising displays and advertising devices displayed through a window of the building shall not be permitted.
- 8.04.03 No more than 25 percent (25%) of the home's total finished square feet can be used for the home-based business. This percentage is inclusive of any detached accessory buildings used for Home based businesses.
- 8.04.04 Home based businesses shall employ no more than one full-time or part-time employee on-site other than the residents of the dwelling unit, provided that one off-street parking space is made available and used by the non-resident employee.
- 8.04.05 No exterior storage is permitted.
- 8.04.06 Additional off-street parking may be required for the business.
- 8.04.07 If home-based business is for a business office for services rendered at another location, then not more than two (2) business vehicles parked on the home-based business property at any one time. Construction or maintenance equipment shall not be stored on the property other than in an enclosed garage; provided one (1) piece of equipment shall be counted as one (1) of the two (2) business or employee vehicles allowed. For the purpose of enforcement of the home-based business provisions of this ordinance, a piece of construction equipment parked on a trailer shall be counted as a single business vehicle. A trailer being pulled by another vehicle, however, shall be counted as two (2) vehicles. Personal vehicles of occupants of the residential dwelling shall not be included in the count of number of business or employee vehicles.
- 8.04.08 There shall be no emission of smoke, dust, odor, fumes, heat, glare, noise, and vibration, electrical or electronic disturbance detectable at or from the dwelling premises lot line.
- 8.04.09 All activities within a home-based business must be able to operate on normal household utilities including electricity.
- 8.04.10 There shall be no signs, radio, television, newspaper, handbills, classified telephone listing, internet, or similar types of advertising linking the address of the dwelling premises with the Occupation.
- 8.04.11 All contact by the public shall be by appointment only.
- 8.04.12 Any occupation which does not meet the characteristics set forth above, shall be interpreted not to be a home-based business.

Section 8.05 Wireless Communication Towers and Antennas

8.05.01 Purposes

1. This Conditional Use Permit procedure provides for the review and discretionary approval of communication towers and building and rooftop mounted antennas. These uses have site development or operating characteristics that require special consideration.
2. To encourage public review of proposed projects which would be regulated under the provisions of this ordinance.
3. To provide a procedure which allows communication towers to operate according to certain conditions without requiring a rezoning to a higher intensity district, which may not conform to the objectives of the Comprehensive Plan.
4. To maximize the use of any existing or new communication tower to reduce the number of towers needed in the community.

8.05.02 Definition of Terms

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

“Antenna” - any exterior apparatus designed for telephonic, radio, data, Internet, or video communications through the sending and/or receiving of electromagnetic waves, and includes equipment attached to a tower or building for the purpose of providing personal wireless services, wireless telecommunications services utilizing frequencies authorized by the Federal Communications Commission for cellular, enhanced specialized mobile radio, specialized mobile radio and personal communications services, telecommunications services, and its attendant base station.

“Communication tower” – A structure principally intended to support transmitting and/or receiving antennas and accessory equipment related to telecommunications

“Height of tower” – The vertical distance between the highest point of the tower structure including the antenna, and the natural grade directly below this point.

8.05.03 Applicability

1. Communication towers which may or may not exceed the height limit of the zoning district, but with a maximum height limit of two hundred (200) feet, and accessory facilities are permitted for the following uses, subject to the requirements of Sections 8.05.04, 8.05.05, and 8.05.06:
 - A. Cable television
 - B. Two-way radio
 - C. Common carriers and private carriers
 - D. Cellular telephone
 - E. Fixed-point microwave
 - F. FM/AM Radio
 - G. Television
2. Building and rooftop mounted antennas, subject to the requirements of Section 8.05.04, 8.05.05, and 8.05.06.
3. Accessory facilities including, but not limited to, offices, long-term vehicle storage, other outdoor storage, broadcast studios, or other uses not needed to send or receive transmissions, are not permitted unless such facility is a permitted use in the zoning district.
4. An antenna and supporting structure for the following uses are exempt from the requirements of this ordinance and are permitted in any zoning district if accessory to a permitted use and if they comply with applicable regulations of that zone:
 - A. Amateur radios licensed by the FCC
 - B. Citizens band radios

- C. Home satellite receive-only antennas
 - D. UHF or VHF television antennas
 - E. Conventional home television antennas
5. Towers for police, fire, and emergency communications, or other municipal communications, are exempt from the requirements of this ordinance.
 6. Towers for military radars which are used for the purpose of defense or aircraft safety are exempt from the requirements of this ordinance.
 7. Towers which have painting or lighting requirements due to the requirements of the Federal Aviation Administration or the Nebraska Department of Aeronautics are declared incompatible due to their potential hazard to navigation and are hereby expressly excluded.

8.05.04 Conditions for Approval

Conditional use permits for the purpose of installing communication towers shall be evaluated based on the following information:

1. The purpose of the tower as listed in Section 8.05.03 (1) and information pertaining to the operational need or demand for the tower.
2. The type of tower proposed; either monopole, self-supporting, or guyed mast type, and accessory facilities or structures.
3. The height of the proposed tower, and a determination of the minimum height necessary to accommodate the communication equipment.
4. Minimum setback from all adjoining property equal to:
 - A. One hundred (100) percent of the tower height from the base of the tower, not including guy anchors, to any adjoining lot zoned residential.
 - B. Twenty (20) feet from the base of the tower, not including guy anchors, to any adjoining lot zoned nonresidential.
 - C. Tower guy anchors must meet the minimum setback requirements of the zoning district.
 - D. The City Council may grant a reduction in the required setbacks upon a determination that such reduction will not adversely affect adjacent properties and is consistent with the intent of this ordinance.
5. Proximity to the nearest existing tower and information to demonstrate that an existing tower cannot accommodate the communication equipment planned for the proposed tower.
6. The landscaping and other buffers proposed to screen the base of the tower from adjacent residential or commercial uses, streets, parks, or other public property.
7. Other proposed measures to minimize adverse visual effects on adjacent properties including the design of the tower and accessory buildings, avoidance of artificial lighting, non-interference with television and radio reception, and any other factors.

The Planning ~~Director~~ **Manager** may issue an administrative permit approving an application to locate a building mounted or rooftop mounted antenna if the application does not exceed the permitted height in the zoning district in which it is located and will have minimal adverse effect on the surrounding property. Administrative permits will be allowed only in commercial and industrial zones. Permits for the purpose of installing building and rooftop mounted antennas shall be evaluated based on the following information:

- (1) The proposal shall demonstrate the antenna and support structure are safe and the surrounding areas will not be negatively affected by support structure failure, falling ice, or other debris.
- (2) Antenna attached to the wall of an existing building shall be mounted in a configuration as flush to the wall as technically possible and shall not project above the wall on which it is attached.

- (3) The antenna shall be designed and located so as to minimize any adverse aesthetic impact. The antenna shall be constructed, painted, or fully screened to match as closely as possible the color and texture of the building and wall on which it is mounted.
- (4) If accessory equipment or structures are present, they must blend with the surrounding buildings in architectural character and color.
- (5) Rooftop mounted antenna and any related equipment shall be completely screened from view as visible from the property line by materials that are consistent and compatible with the design, color, and materials of the building.
- (6) Antenna attached to the roof of a building must be either:
 - A. Omnidirectional or whip antenna no more than seven inches in diameter; or
 - B. Panel antenna no more than two feet wide and eight feet long.
- (7) The fee for the administrative permit shall be in accordance with the Master Fee Schedule.

Within 30 days of receiving a complete application, the Planning ~~Director~~ **Manager** shall act on the request for an administrative permit. If a request for an administrative permit is not acted upon within 30 days, or is denied, or the conditions imposed thereon are unacceptable to the applicant, then the applicant may, by written notice to the Planning ~~Director~~ **Manager**, convert the request for an administrative permit to an application for a conditional use permit through the public hearing process.

8.05.05 Application Requirements

An application for a Conditional Use Permit may be submitted by the property owner or their authorized representative. The application shall be filed with the Planning Department and include at least the following information:

1. A site plan showing all existing and proposed structures located within the property, total acreage of the parcel, distance to the property line and distance to structures which are adjacent to the property, scale of the drawing, north arrow and date of the drawing.
2. A landscape plan submitted in accordance with the Landscaping, Buffering, and Screening regulations, although additional buffering and screening may be required as a provision of the Conditional Use Permit.
3. Engineering information pertaining to tower design, building materials, equipment to be attached to the tower, accessory structures, non-interference with television and radio reception, the safety and stability of the structure, and a description of the capacity of the tower, including the number and type of antennas that it can accommodate and the basis for the calculation of capacity.
4. Correspondence with the Federal Aviation Administration, Federal Communications Commission, and the Nebraska Department of Aeronautics to demonstrate progress in compliance with their requirements.
5. A survey of existing towers including type and location, and a statement which demonstrates the need for the new tower.

8.05.06 Duration of Conditional Use Permit

1. A Conditional Use Permit and administrative permit shall become void two (2) years after the date of approval unless the applicant has obtained a building permit and is in the process of or has completed construction of the communication tower or antennas.
2. Within sixty (60) days of the completion of the construction of the tower, the applicant is required to submit an inspection certification from a registered professional engineer demonstrating compliance with the minimum criteria for specifying and designing steel antenna towers and antenna supporting structures. Certification of structural integrity must also be provided to the City every three (3) years thereafter.

3. A Conditional Use Permit approved pursuant to these provisions shall run with the land and continue to be valid upon a change of ownership of the site or structure that was the subject of the permit. The property owner is required, however, to notify the City of any sub-leases or shared use of the tower.
4. The Conditional Use Permit may be revoked upon a finding that the use is in violation of the terms of approval.
5. All obsolete or unused towers, antennas, and accessory facilities must be removed at the owner's expense within twelve (12) months of cessation of the operation of the site.

(Ord. No. 3886, October 9, 2017)

Section 8.06 Residential and Individual Solar Conversion Systems**8.06.01 Purpose**

It is the purpose of this ordinance to promote the safe, effective, and efficient use of residential and individual SCS installed to reduce the on-site consumption of utility supplied electricity and that such systems are appropriately sited within Bellevue's zoning jurisdiction.

8.06.02 Definitions

The following are defined for the specific use of this section.

1. **Project Area:** The size of the land area occupied by solar array(s), solar collector(s), and/or SCS, including any foundation, base, other associated electrical equipment or any other extension of the SCS structure.
2. **Solar Array:** Any number of solar photovoltaic modules or panels connected together to increase voltage and/or power to the level required for a given system.
3. **Solar Collector:** A device, or combination of devices, structure, or part of a device or structure which is used to transform solar energy into-thermal, chemical, or electrical energy and that contributes to a structure's energy supply. It includes any space or structural components specifically designed to retain energy derived from solar energy.
4. **Solar Conversion System (SCS):** Any device such as a solar panel, Solar Array, or Solar Collector or any combination thereof, which collects and converts solar energy to a form of useable or on-site energy storage.
5. **Solar Conversion System – Individual:** A SCS for the specific use of an individual, residential, commercial, or public use equal or less than one (1) acre in total project area.
6. **Solar Conversion System – Ground Mounted:** A SCS mounted on racks or poles that is not attached to a building or structure.
7. **Solar Conversion System – Structure Mounted:** A SCS that is directly connected to and supported by a structure or the roof of a structure.

8.06.03 Permit Required for Residential and Individual Solar Conversion Systems

No SCS shall be constructed within the zoning jurisdiction of the City of Bellevue unless a permit is approved and issued by the building inspector, except for mobile units or those six square feet or less in size and is constructed in conformance with the following requirements. For those devices that include electrical, plumbing and heating constructions, the applicable permits shall also be obtained as well as any applicable Federal and Utility permits and inspections that may be required.

8.06.04 Lot and Height Requirements: SCS shall conform to the required front, side, and rear lot setback requirements except as provided herein:

1. A structure mounted SCS may project four feet into the front yard; six feet into the rear yard; and two feet into a side yard of five feet or less and four feet into a side yard greater than five feet.
2. A ground mounted SCS may be located in the required rear yard provided it does not exceed fifteen feet in height and is located not less than five feet from the rear lot line and not closer than one foot to any existing easement as measured from the closest point of the structure including its foundation and anchorage's, nor shall the SCS or energy storage devices be located in the required side yard or front yard, unless a Waiver is issued by the Board of Adjustment. Ground mounted SCS shall conform to the maximum ground coverage allowed by the appurtenant zoning district.

8.06.05 Structural Requirements: The physical structure and connections to existing structures shall conform to the applicable building codes.

8.06.06 Plot Plan: For ground mounted SCS, the application for a permit shall be accompanied by a plot plan drawn to scale showing property lines, existing structures on the lot, proposed SCS location with respect to property lines, and dimensions of the proposed SCS.

Section 8.07 Commercial/Utility Grade Solar Conversion Systems**Section 8.07.01 Purpose**

It is the purpose of this ordinance to promote the safe, effective, and efficient use of Commercial/Utility Grade SCS and that such systems are appropriately sited within the zoning jurisdiction of the City of Bellevue.

Section 8.07.02 Definitions: The following are defined for the specific uses of this section. Additional definitions pertaining to SCS are found in Section 8.06.02 herein.

1. **Applicant:** Any person or entity submitting an application for a conditional use permit for a Commercial/Utility Grade SCS.
2. **Capacity:** The amount of electricity produced by a SCS measured in kilowatts (kW).
3. **City:** The City of Bellevue Nebraska including its Extra Territorial Jurisdiction (ETJ).
4. **County:** The County of Sarpy, Nebraska.
5. **Operator:** The person or entity responsible for the day-to-day operation and maintenance of the Commercial/Utility Grade SCS including energy storage devices.
6. **Owner:** The person, entity, or entities having controlling or majority equity interest in the Commercial/Utility Grade SCS, including their respective successors and assigns.
7. **Landowner:** The person or entity listed as the real property owner under a lease or other property agreement(s) with the Owner or Operator of the Commercial/Utility Grade SCS.
8. **Setback:** The minimum distance, measured in feet, between the SCS facility and the property line or access easements.
9. **Solar Conversion System – Commercial/Utility Grade:** A series of SCS, solar arrays, and/or solar collectors connected together in order to supply the converted energy to a community, power grid, storage device or public utility, which occupies a project area greater than one (1) acre of land.
10. **State:** The State of Nebraska.

Section 8.07.03 General Requirements

1. No commercial or utility grade SCS shall be constructed within the zoning jurisdiction of the City of Bellevue unless a conditional use permit is approved and issued. Permit and applications for SCS shall comply with all of the policies, requirements, and procedures set out in Article 6: Conditional Use Permits, in addition to the policies, requirements, and procedures set out in this Section.
2. Commercial/Utility Grade SCS may be located in districts designated as ML (Light Manufacturing) and MH (Heavy Manufacturing).
3. Commercial/Utility Grade SCS shall not be permitted within the Highway 34 Corridor Overlay District as defined in Section 5.35 of these regulations.
4. The application fee for the conditional use permit shall be paid by the applicant at the time of submission of the application in accordance with the Master Fee Schedule.

Section 8.07.04 Permitting Requirements

In addition to the requirements and procedures set out in Article 6: Conditional Use Permits, the following requirements and information shall be met and supplied before a Commercial/Utility Grade SCS be approved as a Conditional Use within any district where the use is listed and allowed:

1. The name(s) of project applicants and operator.
2. The name(s) of the project owner.
3. A narrative describing the proposed SCS, including an overview of the project, and proposed total rated capacity (kW) of the SCS.
4. The proposed number, types, and height or range of heights of solar array to be constructed including their generating capacity, storage devices, dimensions, and respective manufacturers.
5. Description of any ancillary facilities or structures to be erected on the site.
6. A site plan, drawn to scale, of the total project area which indicates the following:
 - a. Total site acreage.
 - b. Description and location of project boundary lines, including all parcels on which the proposed system will be located.
 - c. Proposed location of all SCS;
 - d. Property lines, setback lines, access roads, and other site features;
7. Existing easements, rights-of way, and current public utility lines or infrastructure;
8. Evidence that the project meets commonly accepted management practices for avian, wildlife, and environmental protections in place at the time of application;
9. Description of existing vegetation and soil information for the proposed site;
10. Erosion/Sediment control plan or resource management plan, if required;
11. Documentation of land ownership and/or legal authority to construct on the proposed site;
12. Any specific requirements of the appropriate fire district and local utilities;

13. A decommissioning plan as required by this ordinance, contingent upon approval of a Conditional Use Permit; and,
14. Any other information as deemed reasonably necessary and requested by the City.

Section 8.07.05 Installation and Design Standards

All commercial/utility grade SCS shall adhere to the following installation and design standards:

1. All structural, electrical and mechanical components of the SCS shall conform to the relevant and applicable local, state and national codes and standards in effect at the time of permit approval.
2. Electrical Codes and Standards. All SCS and accessory equipment shall comply with the National Electrical Code and applicable local code in effect at the time of permit approval.
3. Nebraska State Building Code. All SCS structures shall comply with the International Building Code as adopted by the State of Nebraska Building Code and Bellevue City Code.
4. SET BACK REQUIREMENTS: Minimum setback requirements for all equipment and structures are as follows:
 - a. Front Yard – 20 feet
 - b. Rear Yard – 10 feet
 - c. Side Yard – 5 feet
 - d. Street Side Yard - 10

In the event the setback requirements from the applicable zoning district are greater than the minimum setbacks as required by this section, the requirements of the applicable zoning district shall be followed.

5. Maximum Height: Ground mounted SCS shall not exceed fifteen feet (15') in height at maximum tilt. Exceptions may be granted within the Conditional Use Permit in cases when topography, flood plain or other natural elements of the natural landscape interfere with the ability to meet the foregoing height restrictions.
6. Fencing: All boundary line fencing shall be located entirely upon the property of the SCS. Fences shall consist of open fencing such as chain link. Fences shall not exceed eight (8) feet in height.
7. Buffer Requirement: A berm (2:1 maximum slope with supplemental plant materials including, trees, shrubs, and groundcovers) and/or a continuous evergreen vegetative buffer shall be provided and maintained at all times around the perimeter of the fencing that faces: (a) an existing residence or farmstead not on the subject parcel; or (b) residentially zoned or platted property. The evergreen vegetative buffer shall be composed of evergreen trees or shrubs of a type which at time of planting shall be minimum of six (6) feet in height and which shall be maintained at maturity at a height of eight (8) feet in height to screen the fence. Plantings shall be spaced in accordance with Section 9.05.
8. Stormwater Management and Erosion Control: SCS sites shall meet the requirements for stormwater management and erosion and sediment control pursuant to applicable Nebraska state and local law.
9. Waste Disposal: Solid and hazardous waste, including but not limited to crates, packing materials, damaged or worn solar panels and parts no longer installed within the SCS, batteries, as well as used oils, acids and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state, and federal regulations during construction and operation.
10. On-site power lines shall be buried where reasonably feasible, except when connecting to existing overhead utility lines. This requirement shall not apply to fiber optic connections.

8.07.06 Decommissioning: The owner or operator of a commercial/utility grade SCS shall, at its expense, complete decommissioning of the system and/or individual solar arrays, within twelve (12) months after the end of the useful life of the system or individual solar array, excluding time periods in which a force majeure event prevents the generation of electricity. The commercial/utility grade SCS or individual solar array will presume to be at the end of their useful life if no electricity is generated for a continuous period of twelve (12) months. A decommissioning plan shall be submitted with the application for a commercial/utility Grade SCS conditional use permit, which shall document:

1. The removal of all structural, electrical, and mechanical components of the SCS after the end of its useful life within twelve (12) months.
2. Grading and re-seeding of all disturbed earth.
3. A report prepared by an independent professional engineer licensed in the State of Nebraska that estimates the total cost of decommissioning (“Decommissioning Costs”) without regard to salvage value of the equipment, and the cost of decommissioning net salvage value of the equipment (“Net Decommissioning Costs”). Said estimates shall be submitted to the City of Bellevue after the first year of operation and every fifth year thereafter.

4. The owner or operator of the SCS shall post and maintain Decommissioning Funds in an amount equal to Net Decommissioning Costs, provided, at no point shall Decommissioning Funds be less than 25 percent of the Decommissioning Costs. The Decommissioning Funds shall be posted and maintained as a bond, escrow, security agreement, or other form of guarantee approved by the City Attorney.
5. If the owner or operator of the SCS fails to complete decommissioning with the period prescribed herein, then the landowner shall have six months to complete decommissioning.
6. If neither the owner or operator of the SCS nor the landowner complete decommissioning within the periods prescribed herein, then the City of Bellevue may take such measures as necessary to complete decommissioning.
7. An easement allowing the City of Bellevue access to the project site, pursuant to reasonable notice, to effect or complete decommissioning.
8. The escrow agent shall release the Decommissioning funds when the owner of the SCS has demonstrated and the City of Bellevue concurs that decommissioning has been satisfactorily completed, or upon written approval of the City of Bellevue in order to implement the decommissioning plan.
9. An agreement that the City of Bellevue is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the right to seek reimbursement from the owner or operator of the SCS, or landowner, for decommissioning costs in excess of the amount guaranteed, and to file a lien against any real estate owned by the owner or operator of the SCS, or landowner, or in which they have an interest, for the amount of the excess, and to take all steps allowed to enforce such lien.
10. Financial provisions shall not be so onerous as to render SCS facilities unfeasible in the City of Bellevue.

8.07.07 Liability Insurance: For each commercial/utility grade SCS, there shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least \$1 million per occurrence and \$1 million in the aggregate. Copies of such certificates shall be made available to the City of Bellevue upon request.

(Ord. No. 4055, Oct, 5, 2021)

Section 8.08 Performance Standards for Flex and Industrial Uses

The following standards shall be met unless there are greater standards required by the United States Environmental Protection Agency or the Nebraska Department of Environmental Quality.

- 8.08.01 **Physical Appearance:** All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be displayed or stored in the open, if the applicable zoning district permits. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the outdoor storage of vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition. Outdoor storage shall be visually screened from public roadways and residential properties.
- 8.08.02 **Fire hazard:** No operation shall involve the use of highly flammable gasses, acid, liquids, grinding processes, or other inherent fire hazards. This provision shall not be construed to prohibit the use of normal heating fuels, motor fuels and welding gasses when handled in accordance with other regulations of the City of Bellevue.
- 8.08.03 **Noise:** No operation shall be carried on which involves noise in excess of the normal traffic noise of the adjacent street at the time of the daily peak hour of traffic volume or in excess of eighty (80) decibels, whichever is greater. Noise shall be measured at the property line and when the level of such noise cannot be determined by observation with the natural senses, a suitable instrument may be used and measurement may include breakdowns into a reasonable number of frequency ranges.
- 8.08.04 **Exterior Lighting:** Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas and public right-of-ways.
- 8.08.05 **Sewage and Liquid Wastes:** No operation shall be carried on which involves the discharge of waste into a storm sewer, water course, or the ground; nor should any liquid waste of any radioactive or poisonous nature or chemical waste which are detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations be dumped into wastewater sewerage.
- 8.08.06 **Air Contaminants:**
1. Air Contaminants and smoke shall be less dark than designated Number One on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as Number One shall be permitted for one four-minute period in each one-half hour. Light colored contaminants of such a capacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted
 2. Particulate matter of dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two tenths (0.2) grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit, except for a period of four minutes in any one-half hour, at which time it may equal but not exceed six tenths (0.6) grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit.
 3. Due to the fact that the possibilities of air contamination cannot reasonably be comprehensively covered in this section, there shall be applied the general rule that there shall not be discharged from any sources whatsoever such quantities of air contaminants or other material in such quantity as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general; or to endanger the comfort, repose, health, or safety of any such considerable number of persons or to the public in general, or to cause, or have a natural tendency to cause injury or damage to business, vegetation, or property.
 4. **Odor:** The emission of odors that are generally agreed to be obnoxious to any considerable numbers of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing the odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious and that such odors as associated with baking, or the roasting of nuts and coffee shall not normally be considered obnoxious within the meaning of this ordinance.
 5. **Gasses:** The gasses Sulphur dioxide and hydrogen sulphide shall not exceed five parts per million, carbon monoxide shall not exceed five parts per million. All measurements shall be taken at the zoning lot line.
 6. **Vibration:** All machines including punch presses and stamping machines shall be so mounted as to minimize vibration and in no case shall such vibration exceed a displacement of three thousandths (0.003)

- of an inch measured at the zoning lot line. The use of steam or broad hammers shall not be permitted in this zone.
7. **Glare and heat:** All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the zoning lot line. No heat from furnaces or processing equipment shall be sensed at the zoning lot line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.

Section 8.09 Auto Wrecking Yards, Junk Yards, Salvage Yards and Scrap Processing Yards

- 8.09.01 The use shall be located on a tract of land at least 660 feet from a residential district.
- 8.09.02 The operation shall be conducted wholly within a noncombustible building or within an area completely surrounded by a solid fence or wall at least eight feet high.
- 8.09.03 The fence or wall shall be uniform in height, texture, and color, and shall be so maintained by the proprietor as to ensure maximum safety to the public, obscure the junk from normal view of the neighborhood.
- 8.09.04 The fence or wall shall be installed in such a manner as to retain all scrap, junk or other material within the yard. No scrap, junk or other salvaged materials may be piled or stacked so to exceed the height of the enclosing fence or wall.
- 8.09.05 No junk shall be loaded, unloaded or otherwise placed either temporarily or permanently outside the enclosed building, fence or wall, or within the public Right-of-Way.
- 8.09.06 Burning of paper, trash, junk or other materials shall be prohibited.

Section 8.10 Residential and Small Wind Energy Systems8.10.01 *Purpose*

It is the purpose of this ordinance to promote the safe, effective and efficient use of small wind energy systems installed to reduce the on-site consumption of utility supplied electricity and that such systems are appropriately sited within Bellevue's zoning jurisdiction.

8.10.02 *Definitions*

The following are defined for the specific use of this section. Additional definitions pertaining to wind energy systems are found in Section 8.16.02 herein.

1. **Building-Mounted Wind Turbine (BMWT)**: a wind energy conversion system consisting of a wind turbine mounting system and associated control or conversion electronics and which is mounted to a building and intended to primarily reduce on-site consumption of utility power.
2. **Decibel (db)**: The measurement of a sound pressure relative to the logarithmic conversion of the sound pressure reference level often set as 0 dbA. In general, this means the quietest sound we can hear is near 0 dbA and the loudest we can hear without pain is near 120 dbA. Most sounds in the typical day-to-day environment range from 30 dbA to 100 dbA. Normal speech at 3 feet averages about 65 dbA.
3. **FAA**: Federal Aviation Administration.
4. **Micro-Wind Energy Conversion System** shall mean a Wind Energy Conversion System of 1 kW nameplate generating capacity or less and utilizing supporting towers of 40 feet or less.
5. **Residential Wind Energy Conversion System (RWECS)**: a wind energy conversion system consisting of a wind turbine, tower, and associated control or conversion electronics, and which is intended to primarily reduce on-site consumption of utility power. A system is considered a residential wind energy system only if it supplies electrical power solely for on-site use, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
6. **Small Wind Energy Conversion System (SWECS)**: a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, and which will be used primarily to reduce on-site consumption of utility power. Such system has a rated capacity of not more than 100 kW and which is intended to primarily reduce on-site consumption of utility power.
7. **Total Height** shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Wind Energy Conversion System.
8. **Tower Height** shall mean the height above grade of the first fixed portion of the tower, excluding the wind turbine itself.

8.10.03 *Requirements for Residential Wind Energy Conversion System (RWECS)*

Residential wind energy systems shall be permitted within any district where the use is listed and allowed. Certain requirements as set forth below shall be met. See Section 8.10.07 for regulations on building mounted wind turbines.

1. Wind energy towers shall to the extent possible blend into the surrounding environment and architecture, including painting to reduce visual obtrusiveness. The City Planner may require a photo of an RWECS system of the same model that is the subject of the landowner's application adjacent to a building or some other object illustrating scale (e.g., manufacturer's photo).
2. RWECS shall not be artificially lighted unless required by the FAA or another appropriate authority.
3. No tower should have any sign, writing, or picture that may be construed as advertising.
4. RWECS shall not exceed 60 dBA, as measured at the closest property line. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.
5. The minimum distance between the ground and any protruding blades utilized on an RWECS shall be 20 feet, as measured at the lowest point on the arc of the rotor. The supporting tower shall be secured to prevent unauthorized climbing.
6. Compliance with FAA regulations: An RWECS must comply with applicable regulations of the Federal Aviation Administration, including any necessary approvals for installations close to airports.
7. Compliance with the International Building Code: Building permit applications for an RWECS shall be accompanied by standard drawings of the wind turbine structure, including the tower base, and footings.
Compliance with National Electric Code: Building permit applications for an RWECS shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electric Code. This information may be supplied by the manufacturer.
8. Setbacks
 - a. RWECS shall comply with the setback requirements of the underlying zoning district.
 - b. No part of the wind system structure, excluding guy-wire anchors, may extend closer than 10 feet to the property lines of the installation site
9. Tower Height

The applicant shall provide evidence that the proposed height of the RWECS does not exceed the height recommended by the manufacturer or distributor of the system.

- a. The maximum tower height is 80 feet unless a greater restriction is imposed by FAA regulations.

8.10.04 Requirements for Small Wind Energy Conversion System (SWECS)

Small wind energy systems shall be permitted within any district where the use is listed and allowed. Certain requirements as set forth below shall be met. See Section 8.10.07 for regulations on building mounted wind turbines.

1. Small wind energy towers shall maintain a galvanized steel finish, unless FAA standards require otherwise, or if the owner is attempting to match the finish on the tower to the surrounding environment and architecture, in which case it may be painted to reduce visual obtrusiveness. The ~~City Planner~~ **Planning Manager** may require a photo of an SWECS system of the same model that is the subject of the landowner's application adjacent to a building or some other object illustrating scale (e.g., manufacturer's photo).
2. SWECS shall not be artificially lighted unless required by the FAA or another appropriate authority.
3. No tower should have any sign, writing, or picture that may be construed as advertising.
4. SWECS shall not exceed 60 dBA, as measured at the closest property line. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.
5. The minimum distance between the ground and any protruding blades utilized on an SWECS shall be 20 feet, as measured at the lowest point on the arc of the rotor. The supporting tower shall be secured to prevent unauthorized climbing.
6. Compliance with FAA regulations: An SWECS must comply with applicable regulations of the Federal Aviation Administration, including any necessary approvals for installations close to airports.
7. Compliance with the International Building Code: Building permit applications for an SWECS shall be accompanied by standard drawings of the wind turbine structure, including the tower base, and footings. Compliance with National Electric Code: Building permit applications for an SWECS shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electric Code. This information may be supplied by the manufacturer.
8. Setbacks
 - a. SWECS shall comply with the setbacks of the underlying zoning district.
 - b. No part of the wind system structure, excluding guy-wire anchors, may extend closer than 10 feet to the property lines of the installation site.

9. Tower Height

The applicant shall provide evidence that the proposed height of the SWECS does not exceed the height recommended by the manufacturer or distributor of the system.

- a. The maximum tower height is 120 feet unless a greater restriction is imposed by FAA regulations. (*Ord. No. 3643, Nov. 14, 2011*)

Section 8.11 Commercial/Utility Grade Wind Energy Systems

8.11.01 Purpose

It is the purpose of this ordinance to promote the safe, effective, and efficient use of commercial/utility grade wind energy systems and that such systems are appropriately sited within the zoning jurisdiction of the City of Bellevue.

8.11.02 Definitions

The following are defined for the specific use of this section.

1. **A-weighted Sound Level (dBA):** a measurement of sound pressure level, which has been filtered or weighted to progressively de-emphasize the importance of frequency components below 1,000 Hz and above 5,000 Hz. This reflects the fact that human hearing is less sensitive at low frequencies and at extremely high frequencies, relative to the mid-range of the frequency spectrum. This area of sensitivity also corresponds to the human speech band. This measurement is the most commonly used filter in both industrial noise applications (governed by OSHA) and community noise regulations.
2. **Aggregate Project** shall mean projects that are developed and operated in a coordinated fashion, but which have multiple entities separately owning one or more of the individual WECS within the larger project. Associated infrastructure such as power lines and transformers that service the facility may be owned by a separate entity but are also part of the aggregated project.
3. **Applicant:** A property owner, or any person or entity acting as an agent for the property owner, in an application for a WECS Permit under this Article.
4. **Blade Glint:** The intermittent reflection of the sun off the gloss surface of wind turbine blades.
5. **Building-Mounted Wind Turbine (BMWT):** a wind energy conversion system consisting of a wind turbine mounting system and associated control or conversion electronics and which is mounted to a building and intended to primarily reduce on-site consumption of utility power.
6. **Commercial Wind Energy Conversion System (CWECS):** an electrical generating facility comprised of one or more wind turbines and accessory facilities generating capacity, including but not limited to: power lines, transformers, substations and meteorological towers that operate by converting the kinetic energy of wind into

electrical energy. The energy generated will be used by a utility company for off-site use. A wind energy conversion system of equal to or greater than 100 kW in total name plate generating capacity.

7. **Decibel (db):** The measurement of a sound pressure relative to the logarithmic conversion of the sound pressure reference level often set as 0 dbA. In general, this means the quietest sound we can hear is near 0 dbA and the loudest we can hear without pain is near 120 dbA. Most sounds in the typical day-to-day environment range from 30 dbA to 100 dbA. Normal speech at 3 feet averages about 65 dbA.
8. **FAA:** Federal Aviation Administration.
9. **Fall Zone** shall mean the area, defined as the furthest distance from the tower base, in which a guyed tower will collapse in the event of a structural failure. This area is less than the total height of the structure.
10. **FCC:** Federal Communications Commission.
11. **Feeder Line** shall mean any power line that carries electrical power from one or more wind turbines or individual transformers associated with individual wind turbines to the point of interconnection with the electric power grid, in the case of interconnection with the high voltage transmission systems the point of interconnection shall be the substation serving the wind energy conversion system.
12. **Furling:** A design characteristic of a wind turbine intended to limit its power output in high winds by changing the rotor's plane of rotation to a plane that is not perpendicular to the prevailing wind direction.
13. **Hub Height:** the distance measured from ground level to the centerline of the rotor.
14. **Ice Throw:** Ice build-up that is thrown by the spinning turbine blades.
15. **Meteorological Tower** shall mean, for purposes of this ordinance, a tower, including the tower, base plate, anchors, guy cables and hardware, anemometers (wind speed indicators), wind direction vanes, booms to hold equipment, data loggers, instrument wiring, and any telemetry devices that are used to monitor or transmit wind speed and wind flow characteristics over a period of time for either instantaneous wind information or to characterize the wind resource at a given location. Meteorological towers do not include towers and equipment used by airports, the Nebraska Department of Roads, or other applications to monitor weather conditions.
16. **Micro-Wind Energy Conversion System** shall mean a Wind Energy Conversion System of 1 kW nameplate generating capacity or less and utilizing supporting towers of 40 feet or less.
17. **Nacelle:** A cover housing that holds all of the generating components of a WECS, such as the gearbox, drive train, rotor shaft, and brake assembly.
18. **Operator:** The person or entity responsible for the day-to-day operation and maintenance of the WECS.
19. **Public Conservation Lands** shall mean land owned in fee title by State or Federal agencies and managed specifically for conservation purposes, including but not limited to State Wildlife Management Areas, State Parks, Federal Wildlife Refuges and Waterfowl Production Areas. For purposes of this ordinance, public conservation lands will also include lands owned in fee title by non-profit conservation organizations, public conservation lands will also include private lands upon which conservation easements have been sold to public agencies or non-profit conservation organizations.
20. **Pure Tone:** A sound whose instantaneous sound pressure is a simple sinusoidal function of the time and is characterized by a single frequency or singleness of pitch. For the purpose of these regulations, a pure tone shall exist if the one-third octave band sound pressure level in the bandwidth of the tone exceeds the arithmetic average of the sound pressure levels on the two contiguous one-third octave bands by five db for center frequencies of 500 Hz and above, and eight db for center frequencies between 160 and 400 Hz, and by 15 db for center frequencies less than or equal to 125 Hz.
21. **Residential Wind Energy Conversion System (RWECS):** a wind energy conversion system consisting of a wind turbine, tower, and associated control or conversion electronics, and which is intended to primarily reduce on-site consumption of utility power. A system is considered a residential wind energy system only if it supplies electrical power solely for on-site use, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
22. **Rotor:** The rotating part of a turbine, including the blades.
23. **Rotor Diameter** shall mean the diameter of the circle described by the moving rotor blades.
24. **Sensitive Receptor:** Structures that have occupants on a routine basis and whose occupants could be negatively affected by noise, vibration, shadow, or flicker, including those structures intended for four season human habitation (whether inhabited or not), public parks, state designated wildlife areas, the manicured areas of private recreational establishments such as golf courses or the campsites in a state approved campground, schools, daycare centers, elderly care facilities, hospitals, places of public assembly, and businesses.
25. **Shadow Flicker:** When the blades of an operating wind turbine pass between the sun and an observer, casting a readily observable, moving shadow on the observer and his or her immediate environment.
26. **Small Wind Energy Conversion System (SWECS):** a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, and which will be used primarily to reduce on-site consumption of utility power. Such system has a rated capacity of not more than 100 kW and which is intended to primarily reduce on-site consumption of utility power.
27. **Stall Control:** A braking mechanism on wind turbines where the rotor blades are bolted onto the hub at a fixed angle. The rotor blade profile is aerodynamically designed to ensure that the moment the wind speed becomes

too high it creates turbulence on the side of the rotor blade which is not facing the wind. This stall prevents the lifting force of the rotor blade from acting on the rotor.

28. **Substations** shall mean any electrical facility to convert electricity produced by wind turbines to a voltage greater than 35,000 (35,000 KV) for interconnection with high voltage transmission lines.

29. **Total Height** shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Wind Energy Conversion System.

30. **Tower** shall mean the vertical structures that support the electrical, rotor blades, or meteorological equipment.

31. **Tower Height** shall mean the total height of the Wind Energy Conversion System exclusive of the rotor blades.

32. **Transmission Line** shall mean the electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.

33. **Turbine, or Wind Turbine:** see “Wind Energy Conversion System.”

34. **Upwind Rotor:** A design in which the rotor on a wind turbine tower faces into the wind.

35. **Well-designed Braking System:** The primary braking system, which uses a mechanical brake, pitch-control of the turbine blades, or stall-control to bring the turbine to a stop in such a way that stall-induced vibrations/noise are avoided.

36. **Wind Energy Conservation System (WECS)** shall mean an electrical generating facility comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations, and meteorological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid.

37. **Wind Energy Conversion System (WECS) Facility:** An electric generating facility, whose main purpose is to supply electricity, consisting of one or more wind turbines and other accessory structures and buildings, including substations, meteorological towers, electrical infrastructure, transmission lines and other appurtenant structures and facilities.

38. **Wind Turbines** shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy using airfoils or similar devices to capture the wind.

8.11.03 *Requirements*

Commercial/Utility Grade wind energy systems shall be permitted as a Conditional Use within any district where the use is listed and allowed. The following requirements and information shall be met and supplied:

1. The name(s) of project applicant.
2. The name of the project owner.
3. The legal description and address of the project.
4. A description of the project including: Number, type, name plate generating capacity, tower height, rotor diameter, and total height of all wind turbines and means of interconnecting with the electrical grid.
5. Site layout, including the location of property lines, wind turbines, electrical grid, and all related accessory structures. This site layout shall include distances and be drawn to scale.
6. Engineer’s certification from a professional engineer licensed in the State of Nebraska.
7. Documentation of land ownership or legal control of the property.
8. The latitude and longitude of individual wind turbines.
9. A USGS topographical map, or map with similar data, of the property and surrounding area, including any other Wind Energy Conversion System, within 10 rotor distances of the proposed CWECS not owned by the applicant.
10. Location of wetlands, scenic, and natural areas (including bluffs) within 1,320 feet of the proposed CWECS.
11. An Acoustical Analysis that certifies that the noise requirements within these regulations can be met.
12. FAA and FCC permit, if necessary. Applicant shall submit permit or evidence that the permit has been filed with the appropriate agency.
13. Location of all known Communication Towers within two miles of the proposed Wind Energy Conversion System and evidence that there will be no interference with any such commercial and/or public safety communications towers.
14. Decommissioning Plan as required by this ordinance.
15. Description of potential impacts on nearby Wind Energy Conversion Systems and wind resources on adjacent properties.
16. A CWECS shall be located on a parcel that is at least ten (10) acres in size.
17. Setbacks identified as required in Section 8.10.05.

8.11.04 *Aggregated Projects*

1. Aggregated projects may jointly submit a single application and be reviewed under joint proceedings, including notices, public hearings, reviews and as appropriate approvals.
2. Permits may be issued and recorded separately.

3. Joint projects will be assessed fees as one project.

8.11.05 *Setbacks*

All towers shall adhere to the setbacks established in the following table:

	Wind Turbine – Commercial/Utility WECS	Meteorological Towers
Property Lines	1.25 times the total height.	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or 1.1 times the total height.
Neighboring Dwelling Units*	750 feet	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or 1.1 times the total height.
Road Rights-of-Way**	One times the height.	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.
Other Rights-of-Way	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.
Public conservation lands	1320 feet	600 feet
Wetlands, USFW Types III, IV, and V	1320 feet	600 feet
Other structures	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.
Other existing WECS	To be considered based on: <ul style="list-style-type: none"> • Relative size of the existing and proposed WECS • Alignment of the WECS relative to the predominant winds • Topography • Extent of wake interference impacts on existing WECS • Property line setback of existing WECS • Other setbacks required Waived for internal setbacks in multiple turbine projects including aggregated projects	
River Bluffs	1,320 feet	NA

* The setback for dwelling units shall be reciprocal in that no dwelling unit shall be constructed within the same distance required for a commercial/utility Wind Energy Conversion System.

** The setback shall be measured from any future Rights-of-Way if a planned change or expanded right-of-Way is known.

8.11.06 *Special Safety and Design Standards for CWECS*

All towers shall adhere to the following safety and design standards:

1. Clearance of rotor blades or airfoils must maintain a minimum of 20 feet of clearance between their lowest point and the ground.
2. All CWECS shall have a sign or signs posted on the tower, transformer and substation, warning of high voltage. Other signs shall be posted on the turbine with emergency contact information.
3. All wind turbines, which are a part of a CWECS, shall be installed with a tubular, monopole type tower.
4. Turbine identification:
 - A. Each site access road shall be named according to the City Street (or county road) naming convention;
 - B. Each individual turbine shall be designated with a numeric or alphanumeric identifier;
 - C. Each individual turbine shall be labeled with its respective identifier and the name of the access road it is located along; and
 - D. Signage shall be provided at the intersection of each access road with the public right-of-way indicating the towers that may be found along that access road, along with subsequent signage at each road intersection within the site further indicating the direction to specific towers.
5. Wind turbines that are not designed in “accordance with proven good engineering practices” shall be prohibited. Turbines designed with the following characteristics shall be deemed in “accordance with proven good engineering practices:”
 - A. at least 3 blades;
 - B. upwind rotor;
 - C. no furling;
 - D. tapered and twisted blades; and
 - E. a well-designed braking system.
6. Color and finish:
 - A. All wind turbines and towers that are part of a CWECS shall be white, grey or another non-obtrusive single color.
 - B. Blades may be black in order to facilitate deicing.
 - C. Finishes shall be matte or non-reflective.
 - D. CWECS shall not display advertising, except for reasonable identification of the manufacturer, facility owner or operator, which may be placed on the nacelle.
7. Visual Impact
 - A. To provide visual order to a CWECS facility, all individual turbines shall have the same number of rotor blades and all rotor blades shall spin in the same direction (i.e., clockwise or counterclockwise) in relation to the wind.
 - B. Except during construction, re-construction or removal, outdoor storage is not permitted within the facility boundary except at locations that are screened from view, as shown on the approved site plan;
 - C. If turbines become inoperable for any reason, they shall be repaired as soon as reasonably possible;
 - D. To avoid cluttering the skyline, inverters and pendant power cables shall be located inside the wind turbine tower, nacelle or structure;
 - E. No telecommunications dishes, antennas, cellular telephone repeaters or other similar devices shall be attached to wind turbine towers;
 - F. The maximum total height of the turbines shall be 355 feet. Greater height, but not in excess of 400 feet, may be considered on a case-by-case basis if the applicant can sufficiently demonstrate that the increased height will result in increased energy efficiencies thereby reducing the overall number of turbines in the project. However, in all cases, due consideration shall be given to the scale of the turbines in relation to the surrounding landscape.
8. Lighting:
 - A. Lighting, including lighting intensity and frequency of strobe, shall adhere to but not exceed requirements established by the FAA permits and regulations.
 - B. Red strobe lights shall be used during nighttime illumination to reduce impacts on neighboring uses and migratory birds.
 - C. Red pulsating incandescent lights shall be prohibited.
9. All signage shall comply with the sign regulations found in these regulations.
10. All communications and feeder lines installed as part of a CWECS shall be buried, where feasible.
11. No CWECS shall exceed 50 dbA at the nearest structure or use occupied by humans.
12. Controls and brakes:
 - A. All CWECS shall be equipped with a redundant braking system. This includes both aerodynamic overspeed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode.
 - B. Stall regulation shall not be considered a sufficient braking system for overspeed protection.
13. Interference.

- A. The applicant shall minimize or mitigate interference with any commercial or public safety electromagnetic communications, such as radio, telephone, microwaves, or television signals caused by any CWECS.
 - B. The applicant shall notify all communication tower operators within five miles of the proposed CWECS location upon application to the City for permits.
14. Roads, applicant shall:
- A. Identify all city, county, or townships streets/roads to be used for the purposes of transporting CWECS, substation parts, cement, and/or equipment for construction, operation or maintenance of the CWECS and obtain applicable weight and size permits from the impacted jurisdictions prior to construction.
 - B. Conduct a pre-construction survey, in coordination with the appropriate jurisdictions to determine existing road conditions. The survey shall include photographs and a written agreement to document the condition of the public road/facility.
 - C. Be responsible for restoring or paying damages as agreed to by the applicable jurisdiction sufficient to restore the road(s) and bridges to preconstruction conditions.
15. The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of the CWECS.
16. Solid and Hazardous wastes, including but not limited to crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state and federal regulations.

8.11.07 *Building-Mountable Wind Turbines (BMWT)*

A BMWT and its essential support facilities shall be allowed as a permitted accessory use when attached to the **principle** principal structure in any zoning district subject to the following:

- 1. A simple site plan shall be submitted for each BMWT providing the following information:
- 2. Mounting location of the BMWT on the **principle** principal structure.
- 3. Description of the BMWT height and width, including a photo (if available) or other visual representation.
- 4. BMWT shall not exceed 60 dBA, as measured at the closest property line. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.
- 5. BMWT shall comply with the maximum height requirement of the zoning district in which it is located. Applicants proposing an installation higher than allowed by the zoning district in which it will be located may apply for a variance to the Zoning Board of Adjustment.
- 6. No BMWT may occupy, encroach or “overhang” any public right-of-way without the expressed approval of the City of Bellevue.
- 7. Each BMWT installation shall require a separate building permit.

8.11.08 *Noise and Shadow Flicker*

- 1. Audible sound from a WECS facility shall not exceed 50 dbA if it is determined a pure tone is generated by the facility, as measured at the exterior of any occupied building on a non-participating landowner's property. Methods for measuring and reporting acoustic emissions from the WECS facility shall be equal to or exceed the minimum standards for precision described in AWEA Standard 2.1 (1989) titled *Procedures for the Measurement and Reporting of Acoustic Emissions from Wind Turbine Generation Systems Volume I: First Tier*.
- 2. The Facility owner and Operator shall make reasonable efforts to minimize shadow flicker to any occupied building on a non-participating landowner's property.

8.11.09 *Use of Public Roads; Bond Required*

The property owner of a CWECS facility shall be responsible for extraordinary maintenance and restoration of all City roads leading to the project site that may be damaged during construction or due to activities involving the CWECS facility unless the property owner can prove that operation of the CWECS facility was not the cause of the roadway damage. All maintenance and restoration of roads shall be done with the approval of and to the satisfaction of the Public Works Director. The following information shall be submitted along with an application for a CWECS Permit:

- 1. Detailed maps of access and haul routes;
- 2. If weight and size permits are required by the Nebraska Department of Roads, a pre-construction baseline survey shall be provided to document and determine existing road conditions;
- 3. A report on potential road damage that may result from the construction and maintenance of the CWECS facility;
- 4. If, in the discretion of the Public Works Department, road damage may occur, a road damage mitigation plan and/or long-term road maintenance agreement shall be submitted, which shall include a bond, escrow, security agreement, or other form of guarantee approved by the City Attorney, in an amount determined by the Public Works Director to be sufficient to guarantee the necessary restoration or extraordinary maintenance required due to the construction or operation of the CWECS facility; and

5. If impacts may occur to public roads in other jurisdictions, the Applicant shall give notice to such other jurisdictions, providing information regarding road impacts, and submit to the Public Works Department proof that such notice was given.

8.11.10 *Decommissioning Plan; Bond Required*

1. The facility owner and operator shall, at its expense, complete decommissioning of the CWECS facility, or individual turbines, within six months after the end of the useful life of the facility or individual turbines. The CWECS facility or individual turbines will presume to be at the end of their useful life if no electricity is generated for a continuous period of 12 months. A decommissioning plan shall be submitted with an application for a CWECS permit, which shall document:

- A. The removal of turbines, buildings, cabling, electrical components, roads, foundations to a depth of four feet within 180 days;
 - B. Grading and re-seeding all disturbed earth;
 - C. A report prepared by an independent professional engineer licensed in the State of Nebraska that estimates the total cost of decommissioning ("Decommissioning Costs") without regard to salvage value of the equipment, and the cost of decommissioning net salvage value of the equipment ("Net Decommissioning Costs"). Said estimates shall be submitted to the City of Bellevue after the first year of operation and every fifth year thereafter.
 - D. The facility owner or operator shall post and maintain Decommissioning Funds in an amount equal to Net Decommissioning Costs, provided, at no point shall Decommissioning Funds be less than 25 percent of Decommissioning Costs. The Decommissioning Funds shall be posted and maintained as a bond, escrow, security agreement, or other form of guarantee approved by the City Attorney.
 - E. If the facility owner or operator fails to complete decommissioning within the period prescribed herein, then the landowner shall have six months to complete decommissioning.
 - F. If neither the facility owner or operator, nor the landowner complete decommissioning within the periods prescribed herein, then the City of Bellevue may take such measures as necessary to complete decommissioning.
 - G. An easement allowing the City of Bellevue access to the project site, pursuant to reasonable notice, to effect or complete decommissioning.
 - H. The escrow agent shall release the Decommissioning Funds when the facility owner or operator has demonstrated and the City of Bellevue concurs that decommissioning has been satisfactorily completed, or upon written approval of the City of Bellevue in order to implement the decommissioning plan.
 - I. An agreement that the City of Bellevue is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the right to seek reimbursement from the facility owner or operator, or property owner, for decommissioning costs in excess of the amount guaranteed, and to file a lien against any real estate owned by the facility owner or operator, or property owner, or in which they have an interest, for the amount of the excess, and to take all steps allowed to enforce such lien.
2. Financial provisions shall not be so onerous as to render CWECS facilities unfeasible in the City of Bellevue.

8.11.11 *Repair; Abandonment; Removal*

Small Wind Energy Conversion Systems: Any SWECS found to be unsafe by the Building Official shall be repaired by the owner to meet federal, state, and local safety standards, or removed within six months. If any SWECS is not operated for a continuous period of 12 months, the City shall notify the landowner by registered mail that such SWECS is deemed abandoned and provide 45 days for a response. In their response, the landowner shall set forth reasons for the operational difficulty and provide a timetable for corrective action not exceeding six months. If the corrective action is not completed within six months, the City shall notify the landowner that such SWECS shall be removed within 12 days of receipt of the notice.

8.11.12 *Liability Insurance*

For each CWECS facility, there shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least \$1 million per occurrence and \$1 million in the aggregate. Copies of such certificates shall be made available to the City of Bellevue upon request.

(Ord. No. 3643, Nov. 14, 2011)

Section 8.12 Building Design and Material Criteria**8.12.01 Exterior architectural standards for commercial, office, industrial, warehouse, multi-family residential, and similar buildings in residential and nonresidential zoning districts.**

The purpose of this section is to establish minimum standards for exterior architecture of commercial, office, multi-family residential, industrial and warehouse buildings to ensure high quality of development, redevelopment, and compatibility with evolving architectural or planning themes that contribute to a community image of quality, visual aesthetics, permanence, and stability which are in the best interest of the citizens of the City. These standards are intended to prevent the use of materials that are unsightly, rapidly deteriorate, contribute to depreciation of area property values, or cause urban blight.

These standards are further intended to ensure coordinated design of building exteriors, additions, and accessory structures in order to: (i) prevent visual disharmony, and (ii) minimize adverse impacts on adjacent properties from buildings which are or may become unsightly and buildings that detract from the character and appearance of the area. It is not the intent of this section to unduly restrict design freedom when reviewing and approving project architecture in relationship to the proposed land use, site characteristics, and building layout of the development.

The guidelines in this ordinance shall apply to all new structures, additions, and exterior alterations except as otherwise noted. Any buildings or phased developments that have been issued building permits and are under construction at the time of the adoption of this Ordinance shall be exempt from these guidelines.

8.12.02 Minimum submission requirements.

The applicant obtaining the permit shall submit the following:

1. Elevations and dimensions of all sides of existing and proposed buildings, including but not limited to, roof mechanical equipment, vents, chimneys, heating, air conditioning and ventilating, electrical equipment heights, or other projecting items above the roof line.
2. Percentages of building materials utilized.
3. Elevations and dimensions of all existing or proposed solid waste and recycling containment areas.
4. Detailed exterior descriptions, including type and color of all exterior building materials (including color renderings and/or color pallets), awnings, exterior lighting, mechanical screening material, fencing, metal flashing and the like.
5. Other information as requested by the City of Bellevue.

8.12.03 Exterior design standards.

Exterior surface materials of buildings shall be subject to the following:

1. Classes of materials. For the purpose of this subsection, materials shall be divided into class I, class II, class III and class IV categories as follows:
 - A. Class I
 - i. Fired Clay Brick
 - ii. Natural and manufactured stone
 - iii. Glass
 - iv. Architectural precast panels as defined by PCI MNL-117-96, Third Edition
 - v. Architectural concrete masonry units integrally colored such as textured or rock faced block, except for burnished block.
 - vi. Low profile, non-corrugated, metal panels utilizing concealed fastener and sealant systems. Panel systems may incorporate recessed reveals for panel jointing.
 - vii. Other comparable or superior materials as approved by the Design Review Board
 - B. Class II
 - i. Structural precast panels (with special finishes) as defined by PCI MNL-116-99, Fourth Edition
 - ii. Masonry stucco
 - iii. Exterior finish installation system (EFIS)
 - iv. Other comparable or superior materials as approved by the Design Review Board
 - C. Class III
 - i. Cement fiber board
 - ii. Opaque panels
 - iii. Vinyl siding

-
- iv. Ornamental metal (i.e. trim) and copper panels
 - v. Other comparable or superior materials as approved by the Design Review Board
- D. Class IV
- i. Smooth concrete block
 - ii. Smooth scored concrete block
 - iii. Smooth concrete tilt up panels
 - iv. Structural precast panels (without special finishes) as defined by PCI MNL-116-99, Fourth Edition
 - v. Architectural concrete masonry units such as burnished block.
 - vi. Ceramic
 - vii. Glass block
 - viii. Wood
 - ix. Standard formed metal panels consisting of pre-finished steel or aluminum sheet material formed in rolled ribbed panel profiles utilizing exposed fastener systems (in the ML and MH zoning districts only).
 - x. Other comparable or superior materials as approved by the Design Review Board
2. Buildings shall incorporate classes of materials in the following manner:
- A. Office and commercial buildings: must use at least three (3) different class I materials; the front elevation of the building and any elevation fronting a public or private street must be composed of at least sixty (60) percent class I materials, not more than forty (40) percent class II or class III materials, and not more than ten (10) percent class IV materials. Any other elevation of the building must be composed of at least forty (40) percent class I materials, not more than sixty (60) percent class II or III materials; and not more than ten (10) percent class IV materials.
 - B. Industrial and warehouse buildings: must use at least two (2) different class I or II materials; the front elevation of the building and any elevation fronting a public or private street must be composed of at least sixty (60) percent class I or class II materials, not more than forty (40) percent of class III and class IV materials, and not more than ten (10) percent class IV materials. Any other elevation of the building must be composed of at least twenty-five (25) percent Class I or II materials. Class I, II, III, or IV materials must be used on the remaining seventy-five (75) percent of the building elevation.
 - C. All elevations of multi-family residential buildings must use at least three (3) different class I materials and must be composed of at least sixty (60) percent class I materials; not more than forty (40) percent class II or III materials; and not more than ten (10) percent class IV materials. Accessory structures to the multi-family residential use must be composed of at least sixty (60) percent class I materials; not more than forty (40) percent class II or III materials; and not more than ten (10) percent class IV materials.
 - D. Buildings in residential zoning districts that are not single family or two-family residences, and their accessory structures, shall conform to the exterior finish materials and proportions of office or commercial buildings.
3. Buildings may be constructed primarily of one (1) specific class I material provided the design is obviously superior to the general intent of this section, provides variation in detailing, footprint of the structure or deviations in long wall sections to provide visual interest.
4. Garage doors shall not constitute required materials that make up the exterior of a building.
5. All rooftop equipment shall be screened from public view with an architectural treatment that is compatible with the building's architecture and integral to the overall appearance of the building, except where prohibited by the Building Code or other adopted codes.
6. All mechanical equipment located on the roof or around the perimeter of a structure shall be screened by a raised parapet or with comparable and compatible exterior building materials.
- A. Screening for rooftop mechanical equipment shall incorporate similar architectural features of the building and/or be constructed of a material and color compatible with other elements of the building.
 - B. Metal cabinets used to enclose and protect rooftop mechanical equipment shall not substitute as screening.
7. Front elevations or building facades or walls that face a public or private street, shall not have an uninterrupted length exceeding 50 feet without including a change of plane and elevation.

8. As viewed from ground levels at a variety of locations at the property line, roof materials shall be similar to, or an architectural equivalent of, a three hundred (300) pound or better asphalt or fiberglass shingle, clay tile, or wooden shingle. Architectural metal roofs may also be utilized.
9. Vinyl siding must meet the ASTM D3679 standard and be a minimum thickness of 0.042 inches.
10. Garish or bright colors (i.e., orange, bright yellow, or fluorescent colors) on the building shall be minimized, but in no case shall such coloring exceed five (5) percent of each elevation.
11. Brick or stone exteriors shall not be painted during the life of the exterior materials.
12. Design of structural canopies shall be integrated with adjacent building architecture through the use of similar materials, colors, and roof forms.

8.12.04 Screening Requirements:

1. All waste and recycling receptacles shall be stored within the ~~principle~~ principal structure or within an accessory enclosure area, subject to the following:
 - A. Enclosure shall be located adjacent to the structure whenever possible.
 - B. Exterior wall treatment of the enclosure shall conform to the color and materials of the ~~principle~~ principal structure.
 - C. Enclosure must be accessible to waste and recycling collections vehicles.
2. Equipment used for mechanical, processing, bulk storage tanks, utility meter banks, coolers, or equipment used for suppressing noise, odors and the like that protrudes from a side of a building or is located on the ground adjacent to a building shall be screened from public view as much as practical with materials matching the design of the building. Where miscellaneous exterior equipment cannot be fully screened with matching building materials, landscaping may be used as additional screening.

8.12.05 Outdoor Storage or Displays of Merchandise:

1. Outdoor storage or displays of merchandise shall comply with the following regulations:
 - A. The outdoor storage or display of merchandise shall not occupy required parking stalls or interfere with the safe and unobstructed use of vehicular or pedestrian access ways or walkways.
 - B. The applicant of the proposed outdoor storage or display of merchandise shall submit a site plan to the Planning Department for approval. The site plan shall specify the location and dates of all non-permanent/temporary structures and merchandise on display. Any changes in the submitted site plan or dates shall require the approval of the Planning Department. Site plan approval must be obtained prior to any structures being erected and merchandise being displayed.
 - C. The Planning ~~Director~~ Manager may establish additional requirements as necessary to minimize hazards and promote efficient traffic circulation on the site.
 - D. Outdoor storage or displays of merchandise shall not be displayed more than 120 days per calendar year.
2. Any product which is mandated by the Building or Fire Code to be stored outside of a building area shall be exempt from the time limit described in Section 8.11.05 (1) D.

8.12.06 Landscaping Design Criteria:

These criteria shall apply to the construction of new structures only.

1. Plantings at intersections or driveway entrances shall be arranged to allow a permanently clear, safe sight distance.
2. Plant materials shall not interfere with utility lines.
3. Trees and shrubs shall not be placed over underground drainage and should maintain adequate distance from the storm sewers, sanitary sewers, and water lines.
4. Landscape areas shall be of adequate size to promote proper plant growth and to protect plantings from pedestrian traffic, vehicle traffic, and other types of concentrated activity. Grouping of landscaped areas shall be encouraged in order to create larger areas.
5. Landscaped areas shall be irrigated with the exception of areas utilizing drought and heat resistant plants as determined by the Planning Department.

6. Landscaped areas, other than those occupied by trees or shrubs, shall be turf.
7. A variety of tree and shrub species shall be utilized to provide visual, four-season interest. Not more than one-third of the required number of trees or shrubs may be comprised of any one species, and at least one-third of the plants shall be a coniferous or evergreen species.
8. Multi-family developments shall provide one deciduous shade or evergreen tree, or two ornamental trees, and three shrubs for every two dwelling units. This requirement is in addition to street yard landscaping requirements.
9. Except in the BGM Zoning District, multi-family residential, commercial, office, and mixed-use developments shall provide a minimum 15-foot-deep landscaped yard adjacent to any public or private street, running the entire length of the development. Industrial developments shall provide a minimum 25-foot-deep landscaped yard adjacent to any public or private street, running the entire length of the development.
 - A. Plant materials shall include at least one deciduous shade or one ornamental tree, and three shrubs for every 40 linear feet of street frontage.
 - B. A landscaped earth berm not exceeding 6 feet in height may be used in combination with the plant materials.
10. Parking areas shall contain the following landscaping, in addition to the street landscaping required above, as follows:
 - A. There shall be 19 square feet of landscaped area per parking stall.
 - B. One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 sq. feet of required landscaped area. Shrubbery, hedges, and other planting materials may be used to complement the tree landscaping but shall not be the sole means of landscaping.
 - C. The minimum size for all shade trees shall be 2-inch caliper as measured 12 inches up from the ground surface. The minimum size for all evergreen trees shall be 4 foot in height. The minimum size for all shrubs shall be two-gallon size container.

8.12.07 Waiver Process:

1. A Design Review Board is hereby established and shall hereinafter be referred to as the "Board." The purpose of the Board shall be to hear and act on requests for waivers of the guidelines established in Sections 8.11.03, 8.11.04, and 8.11.06.
2. The Board shall consist of five (5) regular members and one (1) alternate member for each regular member appointed by the Mayor and approved by the City Council. One member of the Board and one alternate member shall be City Council members. One Board member and one alternate member shall be Planning Commission members. One member of the Board and one alternate member shall be registered architects as licensed by the State of Nebraska and members in good standing with the American Institute of Architects. The remaining Board members, including alternates, shall have experience in construction, engineering, or similar background. The alternate member shall vote only when the regular member for which he/she is an alternate is unable to attend for any reason.
3. Board members shall be appointed for a term of three (3) years. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.
4. A majority of the members shall constitute a quorum in order to conduct the business of the Board. A majority vote of the Board membership is required in order to approve a waiver request.
5. Any applicant applying for a permit that wishes to obtain a waiver of the guidelines established in Sections 8.11.03, 8.11.04, and 8.11.06 shall submit such request in writing to the Planning Department. Such request shall be accompanied by an application fee as set forth in the Master Fee Schedule.
6. The applicant requesting a waiver shall appear in person before the Board in order to present his/her reasons for desiring an exception to the guidelines established in Sections 8.11.03, 8.11.04, and 8.11.06.
7. The Board may approve a waiver request provided it finds: (i) the request is in accordance with the intent of the provisions of this ordinance, or (ii) the applicant proves a hardship exists where a waiver is necessary. Monetary considerations shall not be a factor in granting a waiver.

Section 8.13 Raising of Hens

Raising of hens, subject to the following conditions:

8.13.01 Any person who keeps hens in the City of Bellevue or its zoning jurisdiction shall obtain a permit from the City prior to acquiring the hens. Application shall be made to the Permits and Inspections Division and the fee for the permit shall be as determined by Council resolution.

8.13.02 Permits expire and become invalid five (5) years after the date of issuance. A person who wishes to continue keeping hens shall have obtained a new permit on or before the expiration date of the previous permit. Application for a new permit shall be pursuant to the procedures and requirements that are applicable at the time the person applies for a new permit to include a plot plan showing the building envelope in which the coop may be located.

8.13.03 Any person who, in any zoning district of the City of Bellevue, was keeping hens prior to March 1, 2011, may continue to keep hens, provided, that such person shall obtain the required permit *not later than November 1, 2011*, and comply with the requirements for keeping or housing hens on his or her property as set forth herein. Such permit application shall include *an affidavit signed by the applicant stating that the applicant was keeping hens on his or her property prior to March 1, 2011. (Ord. No. 3632, Sept. 12, 2011)*

Persons in any zoning district of the City of Bellevue may keep hens on his/her property for the sole purpose of participating in livestock exhibitions such as 4-H or similar programs upon approval of a permit and in accordance with the provisions as set forth herein. *(Ord. No. 3632, Sept. 12, 2011)*

8.13.04 A person who keeps or houses hens on his or her property shall comply with all of the following requirements:

1. No more than 7 hens may be kept on any one zoning lot.
2. The principal use of the property shall be a single-family dwelling.
3. No person shall keep any rooster.
4. No person shall slaughter any hens.
5. The hens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times. Such covered enclosure or coop shall contain at least four-square feet of floor area per hen, and the fenced enclosure shall provide at least ten square feet of open area per hen; no coop shall exceed 120 square feet of floor area or exceed 12 feet in height.
6. A person shall not keep hens in any location on the property other than in the rear yard. For purposes of this section, "rear yard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the dwelling and extending to the side lot lines.
7. No covered enclosure or fenced enclosure shall be located closer than 10 feet to any property line of an adjacent property.
8. All enclosures for the keeping of hens shall be so constructed or repaired as to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure. A covered enclosure or fenced enclosure shall not be located closer than 40 feet to any residential structure on another person's property.
9. All feed and other items associated with the keeping of hens that are likely to attract or to become infested with or infected by rats, mice, or other rodents shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them.
10. Eggs produced by permitted chickens may be sold by the permit holder.
11. If the above requirements are not complied with, the City may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.
12. A person who has been issued a permit shall submit it for examination upon demand by any Police Officer or Code Enforcement Officer.

Section 8.14 Public Safety Radio Amplification Systems

8.14.01 **General:** Except as otherwise provided, no person shall maintain, own, erect, construct, remodel, renovate, or provide an addition of more than 20 percent to any building or structure or any part thereof or cause the same to be done which fails to support adequate radio coverage for the Sarpy County Radio Communications System (SCRCS), including but not limited to emergency service workers, firefighters and police officers. Descriptively, adequate coverage means the ability for SCRCS users to transmit into the building an intelligible voice signal that may be heard; the ability to receive an intelligible voice signal transmitted and originating from within the building; and the ability to transmit and receive intelligible voice signals among users who are within the building.

For purposes of this section, adequate radio coverage shall include all of the following:

1. A minimum received signal strength in the building of one micro volts (-107 dBm) available in 90 percent of the area of each floor when transmitted from the SCRCS;
2. A minimum signal strength of one micro volts (-107 dBm) received by the SCRCS when transmitted from 90 percent of the area of each floor of the building;
3. The frequency range that must be supported shall be 806 MHz to 869 MHz; and,
4. A 90 percent reliability factor shall be required.

8.14.02 **Testing Procedures:** Initial Tests; It will be the building owner's responsibility to have the building tested to ensure that two-way coverage on each floor of the building is a minimum of 90 percent. At a minimum, the test shall be conducted using a Motorola MTS 2000, or equivalent portable radio, talking through the SCRCS. Radios may be obtained for conduct of the tests from the Sarpy County Communications Department (SCCD). The gain values of all amplifiers shall be measured, and the test measurement results shall be provided to the SCCD and kept on file so that the measurements can be verified each year during the annual tests. The SCCD will be informed of the schedule for such testing, and, at its discretion may participate as an observer. A Certificate of Occupancy shall not be issued to any structure if the building fails to comply with this section. Annual Tests; the building owner shall be responsible to conduct annual tests. Such tests shall follow the guidance outlined in Section 8.13.01 and 8.13.02 above.

8.14.03 **Amplification Systems Allowed:** Buildings and structures that cannot support the required level of radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC accepted bi-directional amplifiers as needed. If used, bi-directional amplifiers shall include filters to reduce adjacent frequency interference at least 35 dB below the National Public Safety Planning Advisory Committee (NPSPAC) band. The filters shall be tuned to 825 MHz and to 870 MHz so that they will be 35 dB below the NPSPAC frequencies of 824 MHz and 869 MHz respectively. Other settings may be used provided that they do not attenuate the NPSPAC frequencies and further provided that they are not more than one MHz from the NPSPAC frequencies. If any part of the installed system or systems contains an electrically powered component, the system shall be capable of operating on an independent battery and/or generator system for a period of at least 12 hours without external power input. The battery system shall automatically charge in the presence of an external power input.

8.14.04 **Field Testing:** SCCD personnel, after providing reasonable notice to the owner or his representative, shall have the right to enter onto the property to conduct field testing to certain the required level of radio coverage is present.

8.14.05 **Exemptions:** This section shall not apply to; buildings permitted in residential districts; any building constructed of wood frame; any building 35 feet high or less; as long as none of the aforementioned buildings make use of any metal construction or any underground storage or parking areas. For purposes of this section, parking structures and stairwells are included in the definition of "building" and stair shafts are included in the definition of "all parts of a building," but elevators may be excluded.

Section 8.15 Keeping of Horses

The keeping of horses shall be permitted in any residential zoning district, subject to the following conditions:

8.15.01 No horse or other equine shall be kept on a lot of less than one acre.

8.15.02 The principal permitted use on the lot shall be a single-family residence.

8.15.03 Private stables, corrals, and paddocks shall be located no closer than 20 feet from any property line, no closer than 50 feet from a street line, and no closer than 40 feet from any dwelling on the same or adjoining property.

8.15.04 Two horses or other equines may be kept on an acre. For each additional horse or other equine above two kept, there shall be an additional 20,000 square feet in lot area. (*Ord. No. 3762, April 14, 2014*)

ARTICLE 9: LANDSCAPING, SCREENING AND FENCING REQUIREMENTS

Section 9.01 Intent

The intent of the landscaping requirements are to improve the appearance of lot areas and soften paved areas and buildings; to provide a buffer between differing land uses; to minimize the adverse effect of uses from one another; to minimize the effect of heat, noise and glare; to conserve the value of property and neighborhoods within the community; and to enhance the physical environment within the City of Bellevue by ensuring that yards, open spaces, parking lots and those areas abutting public rights-of-way are designed, installed and maintained in accordance with the provisions of this section.

Property development shall consider and respect land capabilities and constraints, minimize erosion and destruction of natural amenities and provide a buffer between differing land uses.

Section 9.02 Application and Scope

The provisions of the section shall apply to all new construction and development including, but not limited to, structures, dwellings, buildings, parking lots, residential subdivisions, office parks, shopping centers, and redevelopment for which either a building or zoning permit approval is required, except the following and those exempted in this ordinance:

9.02.01 Agricultural buildings, structures and uses.

9.02.02 Additions, remodeling or enlargements of existing uses or structures provided that the enlargement of surface parking is 4,000 square feet or less. Where such enlargement is 4,000 square feet or less, the provisions of this section shall apply only to that portion of the lot or site where the enlargement occurs.

9.02.03 Where there is more than one lot or site being developed together as one unit with common property lines, the entire site shall be treated as one lot or site for the purpose of conforming to the requirements of this section.

1. When a lot or site with more than one ownership has been partially developed at the time of the adoption of this section. The application of the requirements of this section shall be determined by the City.

Section 9.03 Definitions

The following definitions shall be used for terms contained with this ordinance:

Berm: An area of ground raised in elevation to create a visual separation between two areas.

Bufferyards: A landscaped area installed and maintained to separate and obstruct the view between a more intensive zoned lot and less intensive zoned, adjacent lot.

Caliper: The diameter of a tree as measured 12 inches above the ground.

Landscaped Area: Area within a lot which consists primarily of plant material. Inorganic materials such as walkways may be used within this area, provided that such material **does** not exceed the maximum allowable amount.

Minimum Depth: The minimum depth of required landscaped area, in feet, extending from one given line into the property; examples utilizing minimum depth include bufferyard landscaped areas and street yard landscaped areas.

Mulch: An organic or inorganic protective layer of material spread on the ground within planting beds to reduce evaporation, maintain even soil temperature, prevent erosion, and control weeds. Organic mulch such as bark chips or shredded hardwood are preferred because they also enrich the soil nutrients as they decompose. Other mulch materials include lava rock, river pebbles, and granite chips.

Off Street Parking: Parking provided on private property for use by customers, employees, etc.

Screening: To visually shield or separate one abutting or nearby structure or use from another by the use of berms, fences, walls, plant materials, or other methods.

Shrub: A woody perennial plant having more than one main stem at the ground, usually attaining a height of less than 15 feet.

Street Front Yard: The area within the total street yard which lies adjacent to the more intensive street or faces the front of the building on a corner lot. Special requirements apply to these yards that do not apply to side or rear street yards.

Street Yard: The area of a lot which lies between any street property line and the fronting walls on all buildings within the lot.

Tree: A woody perennial plant having at least one main stem, usually attaining a height of more than 15 feet.

Section 9.04 Landscaping Provisions

The following provisions shall be applied in the development of any lot within the City of Bellevue and its jurisdiction, unless otherwise exempted.

- 9.04.01 Specific landscaping requirements for all zoning districts shall be in accordance with Section ~~8.11.06~~ **8.12.06** of this ordinance.
- 9.04.02. All single family and duplex residences are exempt from street yard landscaping requirements.
- 9.04.03 Landscaping provisions shall be applied for each individual development or lot when application for building permit for such development or lot is made.
- 9.04.04 Submittal at the time of building permit application shall include the following information:
 - 1. Common and scientific names for all proposed plant material.
 - 2. Quantity, height/caliper/size (as applicable) of all proposed plant material.
 - 3. Pounds of seed per 1000 square feet and species of grass in all areas to be seeded.
 - 4. Number of ground cover plants per square foot to be planted.
 - 5. Location of all proposed plant materials.
 - 6. Location, size, and species of all existing plant material to remain.
 - 7. Location of all retaining walls, fences, utility easements, existing and proposed structures, and parking areas.
 - 8. Plant installation details.
 - 9. Drainage areas.
 - 10. North arrow and scale of drawing.
- 9.04.05 Surety will be required prior to the issuance of a Certificate of Occupancy or prior to the commencement of operations occurring when all required landscaping or screening has not been installed or constructed. Surety shall consist of letter of credit, certificate of deposit, or other surety as approved by the City of Bellevue. If said landscaping and/or screening is not installed within one year of issuance of Certificate of Occupancy or commencement of operations, the development or Owner shall grant the City of Bellevue permission to enter upon the land to install required landscaping and/or screening and the City shall retain said surety. Exemptions to this requirement include single family dwellings and duplexes exclusively. The City of Bellevue will release any surety when the required landscaping and/or screening has been installed and the Permits and Inspection Department has verified that the required landscaping and /or screening has been installed.
- 9.04.06 Before the City issues a Building Permit, the Owner shall sign an agreement to maintain all required landscaped areas, bufferyards and screening, as provided by the City.
- 9.04.07 Landscaping and/or screening installed shall not obstruct the view to or from any driveway approach, street, alley, or pedestrian, bicycle, or driveway approach.
- 9.04.08 All plant material installed in required landscaped areas or bufferyards shall conform in species to those recommended for such areas by the City of Bellevue Tree Ordinance, Nebraska Statewide Arboretum, and Sarpy County Extension Office. Size and spacing of material shall be provided on a site plan and shall be identified as to assure optimum plant survival and growth habit without affecting vehicular and pedestrian safety.
- 9.04.09 No artificial trees, shrubs, turf, or plants shall be used to fulfill the minimum requirements for landscaping.

ARTICLE 9: LANDSCAPING, SCREENING, AND FENCING REQUIREMENTS

- 9.04.10 Maintenance responsibility. The Owner of the property, his successors, heirs, and assigns, shall be responsible for the proper maintenance of all required landscaped areas. Landscaping shall be maintained continuously including all necessary watering, weeding, pruning, pest control, and replacement of dead or diseased plant material.
- 9.04.11 All plant material shown on the approved site plan shall be maintained including the replacement of dead or diseased plant material. Replacement shall be of the same type and size as set forth on the approved site plan. Replacement shall occur in the next planting season; replacement time shall not exceed one year.
- 9.04.12 In all zoning districts, all lighting and signage shall be arranged and/or equipped with suitable shielding so as to deflect light away from adjacent residential zoned areas.
- 9.04.13 All off-street parking lots designed for ten or more cars shall be landscaped and screened in accordance with the requirements of the Off-Street Parking and Loading section of this ordinance.

Section 9.05 Bufferyard

Buffering shall be used to reduce the adverse visual impacts, dust, noise, or pollution, and to provide for greater compatibility between dissimilar, adjoining zoning districts. Bufferyards are established, planted, and landscaped areas conforming to the requirements of this ordinance.

- 9.05.01 The Owner of a lot shall install and maintain a landscaped bufferyard as required and shown in Table 9A. A development shall comply with the bufferyard requirement in effect at the time of issuance of its building permit.
- 9.05.02 Should the Owner of a lot which is adjacent to an already developed site choose to rezone his lot to a less intensive zoning district, the Owner of the rezoned, less intensive zoned lot shall then install and maintain a landscaped bufferyard on his lot(s) at the time of development. The minimum bufferyard shall be as indicated in Table 9A.
- 9.05.03 Table 9A indicates required minimum bufferyard for each zoning district with the more intensive district across the top. The number indicates the minimum depth of bufferyard in feet; and asterisk (*) indicates screening may also be required. "V" indicates a variable bufferyard according to the height of existing structure closest to the common property line as follows:

HEIGHT TO COMMON PROPERTY LINE	BUFFERYARD REQUIRED
0' to 15'	15'
15' to 30'	20'
30' and over	30'

- 9.05.04 Districts with Common Lot Lines or Intervening Alleys: When the more intensive zoning district shares a common lot line or an intervening alley with a less intensive zoning district, the required bufferyard shall be in accordance with Table 9A.
- 9.05.05 Districts with Intervening Streets: When a platted street separates adjacent zoning districts requiring a bufferyard, the required bufferyard shall be the greater of either one-half the required bufferyard in accordance with Table 9A or the required minimum depth of street front yard landscaped area provided in these regulations.
- 9.05.06 Districts with Railroad Right-of-Way: When an active railroad right-of-way is located adjacent to a property line which would require a bufferyard installation, the bufferyard requirement along this common property line shall be waived.
- 9.05.07 Alternatives for achieving adequate buffers include:

- 1. Bufferyards with a required width of fifteen (15) feet or less:
 - A. At least one row of coniferous shrubs, spaced not more than five (5) feet apart, which will grow to form a continuous hedge of at least five (5) feet in height within two (2) years of planting or

ARTICLE 9: LANDSCAPING, SCREENING, AND FENCING REQUIREMENTS

B. Bermed planting area with slope not to exceed 3:1 planted with a combination of evergreen and deciduous shrubs, and

C. Lawn, low growing evergreens, shrubs, and ground cover covering the balance of the area.

2. Bufferyards with a required width greater than fifteen (15) feet:

A. Any of the above listed alternatives for bufferyards of fifteen or less in width AND one deciduous or evergreen tree spaced no more than fifty (50) feet apart or

B. At least one row of deciduous (shade or ornamental) and coniferous trees staggered and spaced not to exceed one-half the mature spread. Such species shall conform to those recommended by the City of Bellevue Tree Ordinance, Nebraska Statewide Arboretum, and Sarpy County Extension Office. This row shall extend along the entire common property line to be buffered.

9.05.08

1. TABLE 9A: BUFFERYARD REQUIREMENTS FOR 2 LOTS WITH COMMON LOT LINES

More Intensive District

	More Intensive District												Less Intensive District						
	AG	RA	RE	RS120	RS84	RS72	RD60	RG50	RG28	RG20	RG8		BN	BNH	BG	BGH	BGM	ML,FX	MH
AG	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0
RA		0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0
RE			0	0	0	0	0	V	V	V	V		15*	20*	20*	25*	0	40*	50*
RS120				0	0	0	0	V	V	V	V		15*	20*	20*	25*	0	40*	50*
RS84					0	0	0	V	V	V	V		15*	20*	20*	25*	0	40*	50*
RS72						0	0	V	V	V	V		15*	20*	20*	25*	0	40*	50*
RD60							0	V	V	V	V		15*	20*	20*	25*	0	40*	40*
RG50									V	V	V		15	20	20*	25*	0	30*	40*
RG28										V	V		10	10	15	20*	0	30*	40*
RG20											V		10	10	15	20*	0	30*	40*
RG8													10	10	15	20*	0	20*	30*
BN														0	0	10	0	10	20
BNH															0	10	0	10	20
BG																10	0	10	20
BGH																	0	10	20
BGM																		10	20
ML,FX																			0
MH																			

Section 9.06 Screening

Screening shall be used to eliminate or reduce visual impacts from one zoning district to another. Screening is required between adjacent zoning districts as indicated in Table 9A with an asterisk (*) when one of the following conditions in the more intensive zoning district is visible from and faces toward the less intensive zoning district.

9.06.01 The following conditions require screening:

1. Outdoor storage areas.
2. Compressed natural gas tanks when part of a convenience store or gasoline station.
3. Loading docks, service areas, and trash storage and collection areas.
4. Major machinery or areas containing a manufacturing process, truck or trailer parking.
5. Sources of glare, noise, or other environmental effects.
6. All sides of exterior salvage and scrap yards. (*Ord. No. 3781 Oct. 13, 2014*)

ARTICLE 9: LANDSCAPING, SCREENING, AND FENCING REQUIREMENTS

- 9.06.02 A solid, opaque screen shall be installed and maintained which visually screens the potentially offensive uses listed above from less intensive districts. For screening items 1-5 above, any combination of the following types of screens may be utilized to achieve the requirements:
1. A solid wood and/or masonry fence or wall at least six (6) feet in height, of a design approved by the City Planning Department.
 2. A hedge-like screen or informal screen of coniferous or approved deciduous plant material, capable of providing a minimum height of six (6) feet within three (3) years of planting. Design must have the approval of the City Planning Department.
 3. A landscaped earth berm with a maximum slope of 3:1, rising no less than six (6) feet above existing grade of the lot line separating the zoning districts. Land surface shall be protected to prevent erosion (sodding, seeding, plantings) as soon as construction is complete.
 4. Screening may be accomplished by the proper siting of the disruptive elements, building placement, building parapets or other design techniques.
- 9.06.03 For screening item **8 (6)** above (salvage and scrap yards), a solid wood and/or masonry fence at least six (6) feet in height and a maximum of twelve (12) feet in height and of a design approved by the City Planning Department, shall be installed and maintained. All fences used to screen this use shall be constructed to a height of twelve (12) inches higher than the salvage and scrap stored within the facility.
- 9.06.04 All screening fences or walls shall be installed a minimum of one-half the width of the required bufferyard away from the less intensive zoning district.
- 9.06.05 A development shall comply with the screening requirements in effect at the time of issuance of its building permit, regardless of whether an adjacent lot is rezoned to a less intensive district which would require additional screening.
- 9.06.06 All parking areas or vehicular use areas abutting a residential district or public right-of-way shall be screened from grade level to a height not less than three feet.

Section 9.07 Plant Materials

The following provisions recommend and restrict the plant materials installed to meet the minimum landscaping requirements.

- 9.07.01 The minimum size for all shade and ornamental trees shall be 2" caliper as measured 12 inches up from the ground surface. The minimum size for all evergreen trees shall be 4 foot in height. The minimum size for all shrubs shall be two-gallon size container or the equivalent height and/or spread as established by the American Association of Nurserymen. Groundcover plants shall be installed at a spacing not to exceed 18" on center.
- 9.07.02 All shrubs shall be installed in beds utilizing some form of edging and containing a minimum of 2 to 3 inches of organic or inorganic mulch. Landscape fabric is recommended in beds containing only shrubs (not in areas containing groundcover or annuals) to aid in maintenance.
- 9.07.03 Plant materials shall conform to those recommended by the City of Bellevue Tree Ordinance, Nebraska Statewide Arboretum, and Sarpy County Extension Office and the City. Selection of plant material shall consider the following:
1. Recommended plant materials (common and scientific names)
 2. Habitat
 3. Evergreen or Deciduous designation
 4. Height and spread at maturity
 5. Suitability for different uses
 6. Disease problems if any
 7. Fruit bearing characteristics which may be hazardous in pedestrian areas
 8. Designation for those plants which are native to this geographical region
- 9.07.04 The use of native plant materials is encouraged to fulfill landscaping requirements as suitable. Native plants or those plants which occur naturally in this region, have shown greater adaptability to the seasonal and climate changes which occur in this region.

9.07.05 Restricted plant materials as identified by the Sarpy County Extension Office because of disease, maintenance, or suitability problems shall not be used to fulfill any landscape requirement.

Section 9.08 Exterior Lighting

Exterior lighting when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas.

Section 9.09 Fences

No fence shall be constructed within the zoning jurisdiction of the City of Bellevue unless it is constructed in conformance with the following requirements:

- 9.09.01 The height limitation for fences shall be six feet above ground level except as provided herein.
1. A fence constructed within a front yard of a residential lot and vegetation used as a barrier, screen, or fence along and parallel to the front line of a residential lot, shall be open (at least 50% of the surface area in open spaces) and shall not exceed 48 inches in height.
 2. On Business and Industrial Properties, fences erected within a portion of a zoning lot on which a principal building may be erected, but not an accessory building, may conform with height limits of buildings which may be erected on such lot, but shall be subject to any Building Code provisions which may be applicable to buildings.
 3. Fences constructed along and parallel to rear and side lot lines adjoining arterial streets, as designated by the Nebraska Department of Roads, shall not exceed eight feet in height.
- 9.09.02 No fence or vegetation shall be situated or constructed in such a way as to obstruct the vehicular traffic or otherwise create a traffic safety hazard.
- 9.09.03 The use of barbed wire and electric fences in the construction of any fence is prohibited except:
1. **Barbed wire fences.** It shall be unlawful for any person to erect or cause to be erected or to maintain any barbed wire fence or any barbed wire strung along or upon any fence as a barrier within the City limits and the jurisdictional area of the City; provided that on fences surrounding public institutions, public utilities, factories, storage yards, communication centers, or airports it shall be permissible to string not more than three (3) strands of barbed wire upon supports inclined an angle not greater than sixty (60) degrees with the horizontal plane when such wires are strung so that they are suspended above and within the property lines and further that all elements of said fence shall be within a line drawn perpendicular upward from the property line, and the bottom strand of such barbed wire is not less than six (6) feet above the surface of the ground measured from the outer face of such fence.
 2. **Electric fences.** It shall be unlawful for any person to erect or cause to be erected or to maintain any fence, the wire, or wires of which are electrified at any location within the jurisdictional control of the City. Provided, however, that in any area zoned agricultural, electric fences may be used to control the ranging of livestock (Section 8-29, Bellevue City Code).
- 9.09.04 All fences shall be maintained in good repair.
- 9.09.05 **FENCES AND HEDGES, OTHER THAN CORNER:** On portions of a lot not covered by street or alley intersection restrictions, the height of fences of any length, and foliage continuous for 5 feet or more, shall be limited to 48 inches in the required space limits for the front yard, provided however that decorative or ornamental features of a fence (such as end or corner posts, caps, or gates), comprising no more than 10 percent of the overall length of the fence on any one side, shall be permitted to a height of 60 inches. Fences built on residential property within the required space limits for the front yard shall be of open-type construction, such as picket, split rail, or chain link, which contains openings constituting no less than 50 percent of the surface area of the fence. On all other portions of lot lines, fences, hedges, and continuous foliage barriers may not exceed a height of 72 inches.
- 9.09.06 **FENCES AND HEDGES, CORNER VISIBILITY:** Except in zones allowing the construction of buildings to the property line, there shall be provided an unobstructed view across the sight triangle formed between a height of 30 inches and 10 feet above the grades of the bottom of the curb of the intersecting streets, measured from the corner points of the curb, 45 feet in each direction along the curb. At the intersection of major or arterial streets, the 45-foot distance may be increased to at least 90 feet for each arterial leg of the intersection. The required distance may be increased based upon subdivision design and speed limits along major or other arterials.

9.09.07 FENCES, PERIMETER TO A SUBDIVISION: Fences around an entire platted subdivision shall be of an aesthetic nature and located 6 inches within the lot line and shall be constructed of wood, masonry, vinyl or wrought iron materials and shall conform to the height limits of Section 9.09.01. The care, upkeep, and maintenance of the fence shall be the sole responsibility of the property owner or an appropriate homeowner's association.

9.09.08 FENCES, SURROUNDING POOLS: Every outdoor pool as regulated under the Uniform Plumbing Code shall be completely surrounded by a fence or wall not less than 72 inches in height, which shall be so constructed as not to have openings, holes, or gaps larger than 4 inches in any dimension except for doors and gates; and if a picket fence is erected or maintained, the horizontal dimension shall not exceed 4 inches. A dwelling or accessory building may be used as part of such enclosure.

All gates or doors opening through such enclosure shall be equipped with a self-closing and self-latching device located at least 45 inches above grade level for keeping the gate or door securely closed at all times, except that the door of any dwelling which forms a part of the enclosure need not be so equipped.

The provisions of this section shall be applicable to all outdoor pools which have a depth of 18 inches or greater and a diameter of nine feet or greater, as regulated under the Uniform Plumbing Code. No person either as owner, purchaser, lessee, tenant, or licensee, in control of the property having such pool shall fail to provide and maintain such fence or wall as herein provided.

9.09.09 FENCES AND HEDGES, MEASUREMENT RULE: Height shall be measured from the existing grade at the exterior side of the fence. No person may construct a berm upon which to build a fence unless the total height of the berm plus the fence does not exceed the maximum height allowable for the fence.

9.09.10 FENCES, FINISHED SIDE OF: The finished surfaces of any fence shall face toward adjacent properties and street frontages.

(Ord. No. 3825, Nov 9, 2015)

ARTICLE 10: BOARD OF ADJUSTMENT

Section 10.01 Members, Terms, and Meetings

Pursuant to Section 19-908, Reissue Revised Statutes of 1943 (in full): The board of adjustment shall consist of five regular members, plus one additional member designated as an alternate who shall attend and serve only when one of the regular members is unable to attend for any reason, each to be appointed for a term of three years and removable for cause by the appointing authority upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One member only of the board of adjustment shall be appointed from the membership of the planning commission, and the loss of membership on the planning commission by such member shall also result in his or her immediate loss of membership on the board of adjustment and the appointment of another planning commissioner to the board of adjustment. After September 9, 1995, the first vacancy occurring on the board of adjustment shall be filled by the appointment of a person who resides in the extraterritorial zoning jurisdiction of the City at such time as more than two hundred persons reside within such area. Thereafter, at all times, at least one member of the board of adjustment shall reside outside of the corporate boundaries of the City but within its extraterritorial zoning jurisdiction. The board of adjustment shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to sections 19-901 to 19-914. Meetings of the board shall be held at the call of the chairperson and at such other times as the board may determine. Such chairperson, or in his or her absence the acting chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

Section 10.02 Appeals to Board, Record of Appeal, Hearings and Stays

As provided in Section 19-909, Reissue Revised Statutes of 1943 (in full): Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, department, board, or bureau of the City affected by any decision of the administrative officer. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board, by filing with the officer from whom appeal is taken and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board of Adjustment, after the notice of the appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by a court of record in application on notice to the officer from whom the appeal is taken and on due cause shown. The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties, in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person or by agent or attorney.

Section 10.03 Powers and Jurisdiction on Appeal

The Board of Adjustment shall have the following powers:

- 10.03.01 To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official or agency based on or made in the enforcement of any zoning regulation or any regulation relating to the location or soundness of structures;
- 10.03.02 To hear and decide, in accordance with the provisions of this Ordinance, requests for interpretation of any map, or for decisions upon other special questions upon which the Board of Adjustment is authorized by this Ordinance to pass; and
- 10.03.03 To grant variances, where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of enactment of this Ordinance, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any regulation under this Ordinance would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property, to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this Ordinance.
 - 1. The Board of Adjustment shall authorize no such variance, unless it finds that:
 - 2. The strict application of the Ordinance would produce undue hardship;
 - 3. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;
 - 4. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and

5. The granting of such variance is based upon reasons of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice. No variance shall be authorized unless the Board finds that the condition or situation of the property concerned, or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to this Ordinance.

In exercising the above-mentioned powers, the Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, and may make such order, requirement, decision or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four members of the Board shall be necessary to reverse any order, requirement, decision or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance or to ~~effect~~ affect any variation in this Ordinance.

Section 10.04 Appeals to District Court

Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may appeal as provided by Section 19-912, Reissue Revised Statutes of 1943 (in full).

ARTICLE 11: AMENDMENTS**Section 11.01 Amendments**

Pursuant to Section 19-905, Reissue Revised Statutes of 1943 (in full): This Ordinance may, from time to time, be amended, supplemented, changed, modified, or repealed. In case of a protest against such change, signed by the owners of 20 percent or more either of the area of the lots included in such proposed change, or of those immediately adjacent on the sides and in the rear thereof extending 300 feet therefrom, and of those directly opposite thereto extending 300 feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fourths of all members of the City Council. The provisions of this section of the Ordinance relative to public hearings and official notice shall apply equally to all changes or amendments. In addition to the publication of the notice therein prescribed, a notice shall be posted in a conspicuous place on or near the property on which action is pending. Such notice shall not be less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be so placed upon such premises that it is easily visible from the street nearest the same and shall be so posted at least 10 days prior to the date of such hearing.

It shall be unlawful for anyone to remove, mutilate, destroy, or change such posted notice prior to such hearing. Any person so doing shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not less than 50 dollars or more than 100 dollars.

The provisions of this section in reference to notice shall not apply: (1) in the event of a proposed change in such regulations, restrictions, or boundaries throughout the entire area of an existing zoning district or of such municipality, or (2) in the event additional or different districts are made applicable to areas, or parts of areas, already within a zoning district of the City.

Section 11.02 Planning Commission Review

No amendment, supplement, change or modification of this Ordinance, including the boundaries of any zoning district, shall be made by the City Council without first the consideration by the City Planning Commission, the Commission shall submit in writing its recommendations on each amendment, supplement, change or modification to the City Council within 45 days after receipt thereof. Said recommendations shall include approval, disapproval, or other suggestions and the reasons thereof, and a discussion of the effect of each amendment, supplement, change or modification on the Comprehensive Plan. Such recommendation shall be of an advisory nature only.

In addition, any person or persons seeking such an amendment, supplement, change, or modification of any zoning district, shall comply with the following:

- 11.02.01 At the time that application for a change of zoning district or amendment to the zoning test is filed with the Planning Commission, there shall be deposited the sum set in Article 4, Section 4.23 as a fee to cover investigation, legal notices, or other expenses incidental to the determination of such matter.

Section 11.03 Inspections by City Staff

The provisions of this Ordinance shall be administered and enforced by City Staff, who shall have the power to make inspection of buildings or premises necessary to carry out individually assigned duties in the enforcement of this Ordinance.

Section 11.04 Building Permits

The following shall apply to all new construction and all applicable renovations and remodels within Bellevue's Zoning Jurisdiction:

- 11.04.01 It shall be unlawful to commence the excavation for the construction of any building, or any accessory buildings, or to commence the moving or alteration of any buildings, including accessory buildings, until the Building Inspector has issued a building permit for such work.
- 11.04.02 Issuance of a building permit. In applying to the Building Inspector for a building permit, the applicant shall submit a dimensioned sketch or a scale plan indicating the shape, size and height and location of all buildings to be erected, altered, or moved and of any building already on the lot. He shall also state the existing and intended use of all such buildings and supply such other information as may be required by the Building Inspector for determining whether the provisions of this Ordinance are being observed. If the proposed excavation or construction as set forth in the application are in conformity with the provisions of this Ordinance, and other Ordinances of the City then in force, the Building Inspector shall issue a building permit for such excavation or construction. If a building permit is refused, the Building Inspector shall state such refusal in writing, with the cause, and shall immediately thereupon mail notice of such refusal to the applicant at the address indicated upon the application. The Building Inspector shall grant or deny the permit within a reasonable time from the date the application is submitted. The issuance

of a permit shall, in no case, be construed as waiving any provisions of this Ordinance. A building or zoning permit shall become void 12 months from the date of issuance unless substantial progress has been made by that date on the project described therein.

Section 11.05 Certificate of Occupancy

No land or building or part thereof hereafter erected or altered in its use or structure shall be used until the Building Inspector shall have issued a certificate of occupancy stating that such land, building or part thereof, and the proposed use thereof, are found to be in conformity with the provisions of this Ordinance. Within three days after notification that a building or premises is ready for occupancy or use, it shall be the duty of the Building Inspector to make a final inspection thereof and to issue a certificate of occupancy if the land, building, or part thereof and the proposed use thereof are found to conform with the provisions of this Ordinance, or, if such certification is refused, to state refusal in writing, with the cause, and immediately thereupon mail notice of such refusal to the applicant at the address indicated upon the application.

Section 11.06 Penalties

Pursuant to Section 19-913, Reissue Revised Statutes of 1943 (in full), the owner or agent of a building or premises in or upon which a violation of any provisions of this Ordinance has been committed or shall exist or lessee or tenant of an entire building or entire premises in or upon which violation has been committed or shall exist, or the agent, architect, building contractor or any other person who commits, takes part or assists in any violation or who maintains any building or premises in or upon which such violation shall exist, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed 100 dollars for any one offense. Each day of non-compliance with the terms of this Ordinance shall constitute a separate offense.

Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation. However, nothing shall deprive the citizen of his or her rights under the U.S. Constitution of a jury trial.

Section 11.07 Remedies

In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any building, structure, or land is used in violation of Sections 19-901 to 19-914, Reissue Revised Statutes of 1943 (in full), or this Ordinance, or any regulation made pursuant to said sections, the appropriate authorities of the City may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct, or abate such violation, to prevent the occupancy of said building, structure or land, or to prevent any illegal act, conduct, business or use in or about such premises.

ARTICLE 12: COMPREHENSIVE PLAN RELATIONSHIP

These zoning ordinances are designed to implement various elements of the comprehensive plan as required by state statutes. Any amendment to the district ordinances or map shall conform to the comprehensive plan adopted by the governing body.

ARTICLE 13: LEGAL STATUS PROVISIONS

Section 13.01 Separability

Should any article, section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 13.02 Purpose of Catch Heads

The catch heads appearing in connection with the foregoing sections are inserted simply for convenience, to serve the purpose of any index and they shall be wholly disregarded by any person, officer, court or other tribunal in construing the terms and provisions of this Ordinance.

Section 13.03 Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with the provisions of this Ordinance, are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 13.04 Effective Date

This Ordinance shall take effect and be in force from and after its passage and publication according to law.

ADOPTED AND APPROVED by the Governing Body of Bellevue, Nebraska,

This 8th day of August, 2011.

(Seal)

ATTEST: _____
(CITY CLERK)

(MAYOR)

APPENDIX: ZONING USE MATRIX (Business and Manufacturing Districts)

The Zoning Use Matrix has been constructed to assist in identifying the various uses allowed within the Business and Manufacturing Districts. In the event there is a conflict between the uses listed in the matrix and those listing in the individual zoning district regulations, the district regulations in Article 5 shall apply.

ORDINANCE NO. 4104

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA TO ADOPT THE ZONING REGULATIONS AND OFFICIAL ZONING MAP FOR THE CITY OF BELLEVUE, NEBRASKA: TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That the Zoning Regulations provided herein and Official Zoning Map for the City of Bellevue, Nebraska, dated August 16, 2022, recommended by the Bellevue Planning Commission on the 23rd day of June 2022, be and the same is hereby adopted as the official Zoning Regulations and Zoning Map of the City of Bellevue, Nebraska.

Section 2. That one (1) copy of the Zoning Regulations and one Official Zoning Map of the City of Bellevue, Nebraska, are on file and shall be kept in the office of the City Clerk of the City of Bellevue, Nebraska.

Section 3. That all Ordinances previously adopted by the Mayor and City Council of the City of Bellevue, Nebraska, which are inconsistent with this Ordinance are hereby repealed and without further force of effect.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by 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

12b.
08/02/2022

COUNCIL MEETING DATE: 08/16/2022	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 checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Request to amend the City of Bellevue Subdivision Regulations, regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Due to several title changes in the Planning Department the City of Bellevue is proposing to amend the City of Bellevue Zoning Ordinance and Subdivision Regulations to reflect those changes. The title of Planning Director no longer exist, as such, the Planning Manager now holds all responsibility for signing and approval of documents for the Planning Department. This change will be reflected in the City of Bellevue Zoning Ordinance and City of Bellevue Subdivision Regulations. Staff is also proposing an amendment to the definition of fence in Article 2: Definitions to be consistent with the definition of fence in Article 9: Landscaping, Screening, and Fence Requirements, Section 9.09 Fences. The final request would amend miscellaneous sections of the remaining Articles in the Ordinance which have been amended over time, and to correct minor typographical errors.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of these amendments.

ATTACHMENTS

1. Planning Commission Recommendation Sheet	2. Staff Memo	3. Subdivision Regulations - redline
4. Ordinance No. 4105	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. Buehler
Mad. Ellet
Janet R.

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: August 16, 2022

REQUEST: to amend the City of Bellevue Subdivision Regulations, regarding minor text amendments for the purpose of updating staff titles.

On June 23, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, zero absent and zero abstained:

APPROVAL of the amendments as presented including modifications discussed.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Ritz						
	Aerni						
	Cutsforth						
	Ackley						
	Compton						
	Perrin						
	Jacobson						

Planning Commission Hearing (s) was held on: June 23, 2022



We Influence The World!

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

MEMORANDUM

TO: Planning Commission
FROM: Angela Curry, Assistant Planning Manager
DATE: July 11, 2022
RE: Amend Ordinance No. 3619, City of Bellevue Zoning Ordinance, staff titles, Article 2 Definitions, miscellaneous section numbers, and City of Bellevue Subdivision Regulations

The City of Bellevue is proposing to amend Ordinance No. 3619, City of Bellevue Zoning Ordinance to include, updating staff titles, definitions in Article 2, and miscellaneous sections of the remaining Articles; and, requesting to amend the Subdivision Regulations for the purpose of updating staff titles.

Several title changes have occurred in the Planning Department and therefore warranted updating both the Zoning Ordinance and Subdivision Regulations to reflect those changes. The Zoning Ordinance and Subdivision Regulations afforded the Planning Director with the authority to sign and approve all documents, forms, and other correspondence however, the title of Planning Director no longer exists. The Planning Manager now holds all responsibility for signing and approval of documents for the Planning Department. This change will be reflected in the City of Bellevue Zoning Ordinance and City of Bellevue Subdivision Regulations. Staff is also proposing an amendment to the definition of fence in Article 2: Definitions to be consistent with the definition of fence in Article 9: Landscaping, Screening, and Fence Requirements, Section 9.09 Fences. The final request would be to amend miscellaneous sections of the remaining Articles in the Ordinance which have been amended over time, and to correct minor typographical errors.

Attached is a red line copy of the proposed amendments.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendments as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendments as presented.

City of Bellevue

Subdivision Regulations



March 11, 2013

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SUBDIVISION ORDINANCE

CHAPTER 1

TITLE AND INTENT

Section 1-1. Title. This ordinance shall be known, referred to, and cited as the "City of Bellevue Subdivision Ordinance."

Section 1-2. Purpose and Intent. This ordinance is to provide for the harmonious development of Bellevue and its environs; to prescribe standards for the laying out of subdivisions in harmony with the comprehensive plan; for the coordination of streets and utilities within subdivisions with other existing or planned streets and utilities; for coordination of subdivisions with other features of the comprehensive plan to provide for adequate open space for traffic, recreations, light and air; and for the distribution of population and traffic in such a manner so as to create conditions favorable to health, safety, convenience or prosperity, all in accordance with applicable state statutes.

Section 1-3. Jurisdiction. This ordinance shall apply to all land located within the zoning jurisdiction of the city of Bellevue, as designated in Section 26-38 through 26-40 of the Bellevue City Code. (Section 16-901 Revised Statutes of Nebraska)

Section 1-4. Applicability. The owner or owners of any land located within the jurisdiction of these regulations subdividing land into two or more lots and blocks or tracts or parcels when the smallest parcel created is less than ten acres in area, for the purpose of laying out a subdivision, suburban lots, building lots, tracts or parcels or any owner of any land establishing any street, alley, park or other property intended for public use or for the use of purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto, shall cause a plat to be made in accordance with these regulations. (Section 19- 921 Revised Statutes of Nebraska)

CHAPTER 2

DEFINITIONS

Section 2-1. Definitions. For the purpose of regulations, certain words used herein are defined as follows:

Section 2-2. Alley. A public right-of-way not designed to allow through vehicular traffic, used as a secondary access to the rear or side of lots, which shall in no way be a street.

Section 2-3. Assistant Planning Manager. The city staff person with responsibility for advising the Planning Commission and City Council on land use development, zoning, and platting matters.

Section ~~2-3~~ 2-4. Average Daily, Traffic (ADT). The vehicular traffic generated on a particular street over a twenty-four hour period by the development on the street plus any through traffic.

Section ~~2-4~~ 2-5. Bellevue School District. School District No. 1 of Sarpy County, Nebraska.

Section ~~2-5~~ 2-6. Block. A tract or parcel of land entirely surrounded by public highway, streets, streams, railroad rights-of-way, or parks, or a combination thereof

Section ~~2-6~~ 2-7. City. The City of Bellevue, Nebraska, a municipal corporation.

Section ~~2-7~~ 2-8. City Administrator. The principal administrative officer of the City of Bellevue, Nebraska.

Section ~~2-8~~ 2-9. City Clerk. City Clerk of the City of Bellevue, Nebraska.

Section ~~2-9~~ 2-10. City Council. City Council of the City of Bellevue, Nebraska.

Section ~~2-10~~ 2-11. City Engineer. The city engineer of the City of Bellevue retained by the City Council for the recommendation, advice, and implementation of engineering work as requested by the city.

~~**Section 2-11. City Planner.** The city staff person with responsibility for advising the Planning Commission and City Council on land use development, zoning, and platting matters.~~

Section 2-12. Common Open Space. That undivided land in a subdivision which is jointly owned by all property owners of the subdivision, for the enjoyment and benefit of the owners and occupants of the individual building sites of the said development.

Section 2-13. Comprehensive Plan. The plan for the improvement and development of the City of Bellevue, Nebraska, as adopted by the city's Planning Commission and City Council in accordance with the laws of the State of Nebraska and the Ordinances of the City of Bellevue.

Section 2-14. County Engineer. The engineer of Sarpy County, Nebraska.

Section 2-15. County Surveyor. The surveyor of Sarpy County, Nebraska.

Section 2-16. County Treasurer. The treasurer of Sarpy County, Nebraska.

Section 2-17. Cul-De-Sac. A short street with one end open to traffic and the other end terminated by a vehicular turn around.

Section 2-18. Dead-End Street. A street with one end open to traffic and the other end terminating without a vehicular turn around.

Section 2-19. Dead-End Street, Temporary. A street with one end open to traffic and the other end terminating at the boundary line of the subdivision, but will be required to be extended at a later date to provide access to abutting land.

Section 2-20. Dedication. A grant of land by the owner to the public for public use.

Section 2-21. Easement. A grant by the property owner to the public, a corporation, or persons, of the use of land for specific purposes.

Section 2-22. General Obligation. A debt incurred by the city or an S.I.D. by the issuance of general obligation bonds to finance certain public capital improvements in a subdivision. These improvements are outlined in Section 7-14, 7-15, 7-16, 7-17, 7-18 and 7-19 of this ordinance.

Section 2-23. Improvements. Street grading, street surfacing and paving, curbs and gutters, street lights, street signs, sidewalks, crosswalks, water mains and lines, fire hydrants, sanitary sewers, storm drainage facilities, culverts, manholes, bridges, public utilities, or other installations as designated by the City Council or its specific approving authority.

Section 2-24. Lot. A portion of land within the subdivision or other parcel of land, intended as a unit for transfer of ownership or for development.

Section 2-25. Lot Depth. The mean horizontal distance between the front and rear lot lines.

Section 2-26. Lot, Corner. A lot having a frontage on two intersecting streets.

Section 2-27. Lot, Flag. A lot which is landlocked from public right-of-way, except for a narrow tract of land of less width than required under the assigned zoning.

Section 2-28. Lot Line. The boundary of a lot.

Section 2-29. Lot, Nonconforming. A lot which was lawfully created under prior zoning when lesser area or dimension requirements were enforced and does not currently conform to the zoning district space limits now applied. Lots created through a procedure which does or did not conform to the applicable city or county subdivision requirements enforced at that specific time shall also be considered nonconforming.

Section 2-30. Lot of Record. Shall mean an independent lot as shown in the records of and recognized by the Register of Deeds.

Section 2-31. Lot, Sub-. A subordinate and integral part of a lot. The subplot is to be shown on the subdivision plat.

Section 2-32. Lot, Through. A lot extending continuously between two parallel or approximately parallel streets.

Section 2-33. Lot Width. The distance between side lot lines measured at the rear of the required front yard on a line parallel to the street right-of-way.

Section 2-34. Monument. An identification marker established by a land survey and set by a registered land surveyor at each lot corner, angle point, block corner, street centerline, or other point.

Section 2-35. Omaha School District. School District No. 1 of Douglas County, Nebraska.

Section 2-36. Outlot. A lot not designated for building or occupancy.

Section 2-37. Papillion/LaVista School District. School District No. 27 of Sarpy County, Nebraska.

Section 2-38. Permits and Inspections Division. The Permits and Inspections Division of the City of Bellevue.

Section 2-39. Planning Commission. The Planning Commission of the City of Bellevue, Nebraska.

Section 2-40. Planning Department. The Department of Planning of the City of Bellevue, Nebraska.

Section 2-41. Planning ~~Director~~ Manager. The chief administrative officer of the Department of Planning of the City of Bellevue, Nebraska.

Section 2-42. Planning Secretary. *Planning staff member responsible for assisting in the efficient operation of the department through the performance of administrative support functions.*

Section 2-42 43. Plat. A map which delineates the subdivision of land. A plat commonly shows lots, blocks, and other information relevant to the development and improvement of the property.

Section 2-43 44. Plat, Preliminary. The preliminary plan of the plat, subdivision or dedication prepared in accordance with the requirements of these regulations.

Section 2-44 45. Plat, Final. The final plan of the plat, subdivision, or dedication prepared for

filing or recording in conformance with these regulations.

Section 2-45 46. Preapplication Meeting. A required meeting with the Planning Department prior to the submission of a preliminary plat application as outlined in Section 3-2 of this ordinance.

Section 2-46 47. Public Works Department. The Department of Public Works of the City of Bellevue.

Section 2-47 48. Public Works Director. The chief administrative officer of the Department of Public Works of the City of Bellevue.

Section 2-48 49. Register of Deeds. The Office of the Register of Deeds of Sarpy County, Nebraska.

Section 2-49–50. Replat. A map which delineates the subdivision of land which has been previously recorded as a plat in the office of Register of Deeds of Sarpy County, Nebraska.

Section 2-50 51. Sanitary and Improvement District. A special taxing body created by the District Court for the purpose of constructing, financing, and maintenance of capital improvements such as streets, sewers, sidewalks, utilities, and parks in a subdivision until such time as the subdivision is annexed by the city.

Section 2-51 52. Special Assessment. A lien assessed on private property on the basis of special benefit for a portion of public capital improvements in a subdivision.

Section 2-52 53. Springfield-Platteview School District. School District No. 46 of Sarpy County, Nebraska.

Section 2-53 54. Street. A right-of-way dedicated to public use which provides principal vehicular and pedestrian access to adjacent properties.

Section 2-54 55. Street, Collector. A street that is used or intended to be used to congregate traffic from several local streets and route such traffic to a major street.

Section 2-55 56. Street, Frontage (Road). A street dedicated adjacent to and parallel to a major street with limited or controlled access and dedicated to provide frontage access to abutting properties.

Section 2-56 57. Street, Local. Any public street that is used or intended to be used for the principal purpose of serving as vehicular access to abutting property.

Section 2-57 58. Street, Arterial. A street, freeway, expressway and arterial, as shown in the comprehensive plan.

Section 2-58 59. Street, Private. A nonpublic roadway shown as an easement on an approved site plan or approved with a subdivision plat under this ordinance. However, driveways providing

access from a public street or private roadway to a single lot, may be considered as driveways. Such driveways shall be reviewed in accordance with the adopted driveway design standards on file in the Permits and Inspections Division.

Section 2-59 60. Subdivider. Any person, group, corporation, partnership, or other entity, or any agency thereof, dividing or proposing to divide land so as to constitute a subdivision.

Section 2-60 61. Subdivision. The division of a lot, tract, or parcel of land into two or more lots, sites or other divisions of land for the purpose, whether immediate or future, of ownership or building development, except that the division of land shall not be considered a subdivision when the smallest parcel created is more than ten acres in area.

Section 2-61 62. U.S.G.S. United States Geological Survey.

Section 2-62 63. Zoning Ordinance. The Zoning Ordinance of the City of Bellevue, as amended.

CHAPTER 3

PRELIMINARY PLATS

Section 3-1. Preliminary Plat Procedures. All preliminary plats shall be prepared in conformance with the provisions of this ordinance and in conformance with the Bellevue Comprehensive Plan. The Subdivider shall be responsible for such conformance.

Section 3-2. Preapplication Meeting. A preapplication meeting between the applicant or their representative, the Planning Department and other city departments will be required prior to the submission of an application for approval of a preliminary plat. No application for preliminary plat will be accepted by the Planning Department until after the preapplication meeting. Preapplication meetings should be scheduled through the Planning Department. The purpose of the preapplication meeting is to review policies, procedures and forms required by the City of Bellevue and to discuss the applicant's request. The applicant shall provide the following minimum information as part of a conceptual review sketch plan:

1. The proposed layout of streets, lots, and utilities in relation to existing streets, utilities, topography and other conditions;
2. A general location map showing the proposed subdivision and its relationship to existing abutting subdivisions and community facilities in the area, such as streets, alleys, schools, parks, commercial areas and other data supplementing the plans which outline or describe all of the proposed development as it relates to existing conditions;
3. Existing zoning and land use of the abutting properties and the existing and/or proposed zoning and land use of the subdivision; and
4. Any proposed exceptions to the language of the standard form subdivision or development agreement. The applicant should obtain a copy of the standard form agreement from the Planning Department and submit only those sections proposed for revision.

Section 3-3. Application. An application for a preliminary plat shall be submitted to the Planning Department. The following (with the exception of the fee) shall be submitted in electronic format with the application:

- (1) Application fee.
- (2) A copy of the plat, drainage plan, grading plan, and street profiles emailed to the ~~City Planner~~-Planning Manager
- (3) Written statement listing all owners of record of the land being subdivided.
- (4) Written statement listing all waivers being sought in accordance with Sections 8-1 through 8-3 of this ordinance as well as a statement of the justification.
- (5) A written statement outlining proposed erosion and sedimentation control measures

as well as proposed plans for drainage channel stabilization.

(6) Financial data showing the cost of all public improvements within a proposed Sanitary and Improvement District, including a breakdown of the portion to be specially assessed and generally obligated, and an estimate of the total valuation after development. This shall include a tentative schedule for the expenditure of funds.

(7) A traffic impact analysis as may be required at the discretion of the City Engineer.

(8) A phasing schedule for both construction and costs, if the project is to be developed in phases. Phase lines shall be delineated on the plat.

(9) One copy of the proposed covenants, if a homeowner's association is to be formed, for the control and maintenance of common facilities or land.

(10) A statement of any proposed exceptions to the language of the standard form subdivision or development agreement.

(11) A statement of estimated costs and financial assumptions for any possible S.I.D. connection fees.

(12) Any other supplemental information as may be deemed necessary by the Planning ~~Director~~ Manager.

(13) Upon approval, a computer automated drafting (CAD) file shall be submitted to the ~~City Planner~~ Planning Manager.

Section 3-4. Application Acceptance or Refusal. Upon filing the preliminary plat, the Planning Department shall review the plat to ensure all supplemental data as required in Sections 3-3 and 3-13 has been provided. The Planning Department shall have the right to refuse the filing of the plat should the required supplemental data not be shown or presented unless otherwise instructed by the Planning ~~Director~~ Manager.

Section 3-5. Planning Department Review. Upon acceptance of the application for preliminary plat, the Planning Department shall distribute one copy of the preliminary plat, with request for comments to other city departments and other governmental agencies who are directly concerned with the proposed subdivision. These departments or agencies shall, within fifteen days from receipt of a copy of the preliminary plat and accompanying data, file with the Planning ~~Director~~ Manager its approval of said plat or a report indicating in what manner such preliminary plat does not conform to the city's regulations and/or other agencies rules and regulations.

Section 3-6. Planning Department Review. Within thirty days from the filing of the preliminary plat, the Planning ~~Director~~ Manager shall notify the subdivider in writing of the findings of the review and the recommendations of the various departments and the ~~director's~~ manager's own review of the design of the subdivision, and shall designate the revisions which will be required under the provisions of this ordinance before approval of the

preliminary plat is to be recommended.

- (1) If the recommendation is for disapproval, the Planning ~~Director~~ **Manager** shall submit to the subdivider a statement of the reasons for such recommendation and indicate the revisions necessary to secure a recommendation of approval.
- (2) The recommendation of approval of the preliminary plat by the Planning ~~Director~~ **Manager** does not constitute an approval of the subdivision.
- (3) Following the recommendation of the Planning ~~Director~~ **Manager**, the subdivider shall file a written response indicating agreement or disagreement with the revisions necessary to secure a recommendation of approval and an electronic copy of the revised plat and requested documents shall be emailed to the ~~City Planner~~ **Planning Manager**. The response and preliminary plat are to be submitted in accordance with the Uniform Review Schedule.

Section 3-7. Planning Commission Review. All applications for preliminary plat approval will require the applicant or his/her representative to appear before the Planning Commission for the purpose of explaining the request. The Planning Commission will hold a Public Hearing to consider the application for preliminary plat of which notice is given by mailing a letter of notification to each property owner of record located within 300 feet of the site and by posting a sign on the property at least ten (10) calendar days prior to the meeting. In reviewing the preliminary plat the Planning Commission shall consider the following:

- (1) Conformity with the Comprehensive Plan, Zoning Ordinance, and this ordinance.
- (2) Any recommendations of the Planning ~~Director~~ **Manager** and/or other reviewing agencies in Section 3-5 of this ordinance
- (3) Comments received during public hearings.

Section 3-8. Planning Commission Action. The Planning Commission shall, within a reasonable time, act on the plat. Planning Commission action shall be expressed by a recommendation of approval or disapproval made to the City Council. An approval recommendation shall include stated conditions of such approval. A disapproval recommendation shall state the Planning Commission's reason for disapproval. After the Planning Commission recommendation has been made, the preliminary plat shall be forwarded to the City Council by the Planning Department.

Section 3-9. Reasonableness of Time. If the Planning Commission is not prepared to act on the application at the public hearing, the Planning Commission may vote to continue the request to a second public hearing. If the Planning Commission is not prepared to act by the second Public Hearing, the subdivider may request the Planning Commission to approve or deny the application so as to permit a hearing before the City Council at the earliest legal date possible.

Section 3-10. Allowance of Planning Commission Hearing Continuance. Continuances may be authorized by the Planning Commission.

Section 3-11. City Council Action. The preliminary plat presented to the City Council shall be substantially identical to the plat acted upon by the Planning Commission. City Council approval of the preliminary plat shall not constitute an acceptance of the plat but shall be deemed an expression of approval of the layout submitted, and an authorization to proceed with the preparation of the final plat.

Section 3-12. Preliminary Plat Time Limit. Approval of the preliminary plat shall become void one (1) year from the date of City Council approval if a final plat has not been submitted for review on all or part of the subdivision. One (1) year extensions may be granted by the City Council upon receipt by the Planning Department of a written request by the subdivider and upon submittal of the required fee prior to the preliminary plat expiration date.

Section 3-13. Preliminary Plat Information. A preliminary plat shall be based on a legal description of the property as shown by the land records in the office of the Register of Deeds. A preliminary plat shall meet the design standards set forth in these regulations. Plats shall be at an adequate scale to clearly show all necessary information and in no case smaller than one inch equals two-hundred feet (1" = 200'). A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way. The following information shall be included on the preliminary plat:

- (1) Name of subdivision.
- (2) Name of subdivider, engineer, landscape architect, or surveyor.
- (3) Scale specified and bar scale.
- (4) North point and date.
- (5) Location, widths and names of proposed and abutting streets, alleys, pedestrian ways and easements, as well as the layout, numbers and approximate dimensions of proposed lots and blocks.
- (6) All existing lots and structures upon and within two hundred (200) feet of the tract to be subdivided. Aerial photo data confirmed in the field is sufficient for the describing of off-tract structures.
- (7) Existing and proposed sanitary sewers, storm sewers, water mains, culverts or other underground structures within the tract and immediately adjacent thereto. If water mains and sewers are not on or adjacent to the tract, direction and distance to nearest ones shall be shown, including preliminary invert elevations of sewers, based on U.S.G.S. Datum. Preliminary storm sewer and preliminary sanitary sewer layout and computations shall be provided.
- (8) A tabulation of total acreage of the subdivision, number of lots for each zoning classification, and acreages designated to other uses.
- (9) Existing and proposed contours, drainage channels, and wooded areas shall be shown on the proposed subdivision with maximum intervals of five (5) feet. When the

subdivision exceeds ten (10) acres in area, contains unique conditions or unusual topographical features, closer contour lines may be required by the City of Bellevue. The datum plan for bench mark elevations and contours shall be based on U. S.G.S. Datum.

(10) A vicinity map showing the geographic relationship of the proposed subdivision to the surrounding street system. Vicinity maps shall be prepared at a scale of no smaller than one (1) inch equals two thousand (2,000) feet.

(11) An electronic copy emailed to the ~~City Planner~~ **Planning Manager** of centerline profiles of proposed streets showing percentages of grades and length of vertical curves.

(12) Documentation the owner or owners of any downstream sanitary sewer facilities (i) have been notified of the proposed development's intent to connect to the sanitary sewer system, and (ii) have come to an agreement with the proposed development for any required tap in fees.

Section 3-14. Application Termination. At the discretion of the Planning ~~Director~~ **Manager**, if any case is determined to be inactive due to lack of sufficient progress, the file will be closed and any subsequent action or consideration shall be made as part of a new request.

CHAPTER 4

FINAL PLATS

Section 4-1. Final Plat Procedures. The final plat shall conform to the preliminary plat as approved and may be comprised of only that portion of the approved preliminary plat which the subdivider proposes to record and develop at the time.

Section 4-2. Application. An application for a final plat shall be submitted to the Planning Department in accordance with the submittal deadline established by the Uniform Review Schedule which is adopted annually by the Planning Commission. The following (with the exception of the fee) shall be submitted in electronic format with the application:

- (1) Application fee.
- (2) A copy of the plat emailed to the ~~City Planner~~ Planning Manager.
- (3) Written statement listing all owners of record of the land being subdivided.
- (4) Written statement listing all waivers being sought in accordance with Sections 8-1 through 8-3 of this ordinance as well as a statement of the justification.
- (5) Unless otherwise approved by the City Administrator, a subdivision agreement, approved as to form by the City Attorney, shall be submitted with the final plat application for all subdivisions which include the installation of public improvements. Subdivision agreements will be processed concurrently with the final plat and will require the approval of the City Council prior to the letting of any contracts for the construction of public improvements as provided in Section 7-14 of this ordinance.
- (6) Any other supplemental material as specified in this ordinance.
- (7) Upon approval, a computer automated drafting (CAD) file shall be submitted to the ~~City Planner~~ Planning Manager.

Section 4-3. Application Acceptance or Refusal. Upon submittal of the final plat, the Planning Department shall review the plat to ensure all supplemental data required in Sections 4-2 and 4-12 has been provided. The Planning Department shall have the right to refuse the submittal of the plat should the required supplemental data not be shown or presented unless otherwise instructed by the Planning ~~Director~~ Manager.

Section 4-4. Planning Department Review. The ~~City Planner~~ Planning Secretary shall distribute one (1) copy of the final plat along with a request for comments, to be returned within seven (7) working days, to each of the following:

- (1) Public Works Director
- (2) City Engineer
- (3) Sarpy County Engineer, only if the plat is to be located outside the city's corporate

limits.

- (4) The Bellevue School District, except as provided in Section 4-5 of this ordinance.

Section 4-5. School District Notification. If the plat is in territories that are within the Papillion/LaVista School District, Omaha Public School District, or the Springfield/Platteview School District, the ~~City Planner~~ **Planning Secretary** shall notify the appropriate school district and the Bellevue School District of the date of final plat filing. In addition, the ~~City Planner~~ **Planning Secretary** shall forward a copy of the plat to the affected school districts.

Section 4-6. Planning Commission Review. In reviewing the final plat, the Planning Commission shall consider the following:

- (1) Conformity with the Zoning Ordinance and the preliminary plat.
- (2) Any recommendations of the Planning ~~Director~~ **Manager** and/or other reviewing agencies in Section 4-4 of this ordinance.

Section 4-7. Revision Submission Requirements. In the event that the applicant is required by the reviewing staff to make revisions to their final plat prior to action from the Planning Commission, the following shall be submitted:

- (1) An electronic copy of the revised plat emailed to the ~~City Planner~~ **Planning Manager**.

Section 4-8. Planning Commission Action. The Planning Commission shall, within a reasonable time, act on the plat. Planning Commission action shall be expressed by a recommendation of approval or disapproval to the City Council. If the recommendation is for disapproval, the Planning Commission shall state the reasons. After the Planning Commission recommendation has been made, the final plat shall be forwarded to the City Council by the Planning Department.

Section 4-9. City Council Action. The final plat presented to the City Council shall be identical to the plat acted upon by the Planning Commission. Upon approval of the final plat by the City Council, a certificate of approval by the Planning Commission and by the Mayor and City Council shall be signed by the Chair of the Planning Commission, Mayor, and City Clerk.

Section 4-10. Approved Final Plat Filing. Upon completion of Section 4-9 of this ordinance, the subdivider shall file four (4) reproducible mylars of the plat as follows:

- (1) Four (4) reproducible mylars (18" x 24" minimum) to be stamped by the Register of Deeds and routed as follows:
 - (a) One (1) to the Bellevue Planning Department;
 - (b) Two (2) to the Sarpy County Register of Deeds (one for their file and one to be routed to the Sarpy County Public Works Department); and
 - (c) One (1) to remain with the applicant. (*Ord. No. 3882, September 11, 2017*)

Section 4-11. Final Plat Time Limit. Approval of the final plat shall become null and void ninety (90) days from the date of City Council approval if the subdivider does not file the final plat with the Register of Deeds as provided in Section 4-10 of this ordinance. It shall be the responsibility of the subdivider to furnish the Planning Department documentation of compliance within the ninety (90) day period. A thirty (30) day extension may be granted by the City Council upon written request of the subdivider and submittal of the required fee.

Section 4-12. Final Plat Information. The subdivider shall prepare and submit a final plat at a scale of not less than one inch equals one hundred feet (1" = 100'). The plat shall be prepared under the supervision of and certified by a registered State of Nebraska land surveyor. The plat, including all signatures, shall be drawn with permanent black ink on reproducible mylar. Information on the final plat shall include:

- (1) Name of subdivision and location by Section, Township, and Range.
- (2) North arrow and bar scale.
- (3) Descriptive boundaries of the subdivision based on an accurate traverse giving angular and linear dimensions and shown by heavy dashed lines, and the location of section and quarter section lines in relation to the plat. Any boundary line along a horizontal curve shall be described by long chord and bearing, as well as by radius, direction (left or right), and arc distance. The exterior boundary traverse closure with a maximum allowable error of closure on any portion of the final plat shall be one (1) foot in ten thousand (10,000) feet.
- (4) The exact location and layout of lots, streets, centerlines, rights-of-way, alleys and other public grounds, with accurate dimensions in feet and decimals of feet, interior angles or azimuth, length of radii and/or arcs of all curves, and with all other information necessary to reproduce the plat on the ground, together with the names of the streets, and lots and block numbers.
- (5) Location, use, and width of all required easements. Perpetual easements shall be granted to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

- (6) Location and description of monuments.
- (7) Certificate signed by a land surveyor registered in the State of Nebraska, which contains the legal description of the land included in the plat and all necessary explanations of dimensions and references to monuments to supplement the figures on the plat itself. Said certificate shall state that a ground survey has been made and that the monuments have been placed as shown on the plat, or the subdivider shall provide a renewable staking bond on a form approved by the Bellevue City Attorney, and filed with the Planning Department to ensure the monuments will be established within one (1) year of the filing of the final plat. The one year staking bond may be renewed not to exceed three (3) years total.
- (8) Dedication form and certificate signed and acknowledged before a Notary Public by all parties having any recorded interest in the land subdivided, consenting to the plat including dedication of all streets, alleys, and public ways and dedication of parks or other public grounds, and granting any necessary or required easements.
- (9) Certificate signed by the County Treasurer stating there are no regular or special taxes due or delinquent taxes against the property described in the plat.
- (10) Certificate for the submittal of a recommendation by the Planning Commission to be signed by the Chairman or Acting Chairman.
- (11) Certificate for the approval of the City Council to be signed by the Mayor or Acting Mayor and attested by the City Clerk. The certificate shall include the ninety (90) day deadline date for final plat filing.
- (12) Certificate signed by the County Engineer/Surveyor stating he/she has reviewed the plat.
- (13) Data block provided on the plat or a separate submission showing the calculations of square footage per lot, for use by the County Assessor.

CHAPTER 5

SMALL SUBDIVISIONS

Section 5-1. Small Subdivision Defined. For purposes of this chapter the subdivider may be eligible to seek subdivision approval as a Small Subdivision if the following conditions are met:

- (1) The subdivision does not contain more than three (3) lots, except as provided for in subparagraph (4) below.
- (2) The subdivision fronts on an existing street, does not involve any new street or road, or the extension of municipal facilities or the creation of any public improvements.
- (3) The subdivision does not adversely affect the remainder of the parcel or adjoining property.
- (4) The subdivision may contain more than three (3) lots if in the opinion of the Planning ~~Director~~ **Manager** the information listed in Chapter 3, Preliminary Plats, is not required or has been submitted previously.

Section 5-2. Administrative Approval. The Planning ~~Director~~ **Manager** or designee shall have the right to approve small subdivision plats in compliance with Section 5-1 of this ordinance. The Planning ~~Director~~ **Manager** or designee may approve a small subdivision plat if the following conditions are met:

- (1) The Public Works Director or Engineer has affixed their signature to the plat.
- (2) The subdivision is not in conflict with any provisions or portion of the Comprehensive Plan, Zoning Ordinance, or these regulations.
- (3) The subdivision would not require the vacation of any occupied utility easements.
- (4) In the opinion of the Planning ~~Director~~ **Manager** the subdivision would not require the dedication of additional public right-of-way.
- (5) The parcel has not been previously denied replatting by the City Council.
- (6) The subdivision would not allow a duplex or multi-family development on land previously platted for single family development.
- (7) The subdivision primarily involves a change in interior lot boundaries. Exterior lot boundaries may be changed only by dedication or vacation of a public right-of-way following hearings before the Planning Commission and City Council.

Section 5-3 Small Subdivision Application for Administrative Approval. An application for small subdivision administrative approval shall be submitted to the Planning Department. A separate site plan prepared under the supervision of, and certified by, a registered State of

Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way. The following shall be submitted with the application:

- (1) Application fee.
- (2) An electronic copy of the plat to be emailed to the ~~City Planner~~ Planning Manager.
- (3) Information as required under Section 4-12 and Section 5-6 of this ordinance.

Section 5-4. Administrative Review. Upon filing, the Planning Department shall forward the application, copies of the plat and supplemental information, with a request for comments in seven (7) working days from the following:

- (1) Public Works Director or Engineer
- (2) Applicable school district in accordance with Section 4-4 (4) and 4-5 of this ordinance.

Section 5-5. Administrative Action. The Planning ~~Director~~ Manager or designee shall approve or disapprove the plat within ten (10) working days of the filing date. In the event of disapproval, the ~~City Planner~~ Planning Manager shall give the subdivider a written statement of reasons for the disapproval.

Section 5-6. Administrative Certificate of Approval. In lieu of Sections 4-12 (10) and 4- 12 (11) of this ordinance, plats eligible for administrative approval shall include certificates of approval to be signed by the Public Works Director or Engineer, and Planning ~~Director~~ Manager or designee. Upon receiving administrative approval, the plat shall be filed with the Register of Deeds in accordance with Section 4-10 and Section 4-11 of this ordinance.

Section 5-7. Appeal of Administrative Disapproval. The subdivider has the privilege of requesting Planning Commission and City Council review and approval in accordance with Section 5-8 of this ordinance if the Planning ~~Director~~ Manager or designee has disapproved the plat or has not taken action within ten (10) working days of filing the plat.

Section 5-8. Planning Commission and City Council Review and Action. If the plat does not qualify for administrative approval or has been disapproved by the Planning ~~Director~~ Manager or designee, an application for Small Subdivision shall be submitted in accordance with Sections 4-2 through 4-12, Final Plats, of this ordinance.

Section 5-9. Small Subdivision Plat Information. The Small Subdivision Plat shall be prepared in accordance with the Final Plat standards in Section 4-12 of this ordinance. A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way.

Section 5-10. Approved Small Subdivision Plat Filing. Upon completion of Section 5-6 or 5-8 of this ordinance, the subdivider shall file four (4) reproducible mylars of the plat as follows:

(1) Four (4) reproducible mylars (18" x 24" minimum) to be stamped by the Register of Deeds and routed as follows:

- (a) One (1) to the Bellevue Planning Department;
- (b) Two (2) to the Sarpy County Register of Deeds (one for their file and one to be routed to the Sarpy County Public Works Department); and
- (c) One (1) to remain with the applicant.

(Ord. No. 3848, June 13, 2016)

(Ord. No. 3882, September 11, 2017)

CHAPTER 6

MINIMUM DESIGN STANDARDS

Section 6-1. General. No subdivision plat shall be approved unless it conforms to the minimum design standards in this chapter.

Section 6-2. Streets and Alleys.

(1) The arrangements, classification, extent, right-of-way, paving width, grade and location of all streets shall conform to the Comprehensive Plan and Section 6-4 of this ordinance, and shall be designated in relation to existing and planned streets, topographic conditions, public convenience and safety, and the proposed uses of the land to be served by such streets.

(2) Any newly constructed street or completely reconstructed street must be designed and constructed to (i) provide for the safety and convenience of all users of all ages and of all abilities: pedestrians, bicyclists, transit users, and motorists; and (ii) address the needs of all users both along roadway corridors and crossing the corridors.

(3) Where such is not shown in the Comprehensive Plan, the arrangement of streets in a subdivision shall:

(a) Provide for the continuation of existing principal streets in surrounding areas.

(b) Conform to a plan for the neighborhood approved or adopted by the City of Bellevue to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable.

(c) Conform to any other plan approved by the city which identifies the street classification system or arrangement of streets.

(4) Local streets shall be so laid out that their use by through traffic will be discouraged.

(5) Where a subdivision abuts or contains an existing or proposed major street or highway, the city may require frontage roads abutting the major street or highway, or such other treatment as may be necessary for adequate protection of residential properties and for separation of through and local traffic.

(6) Street intersections with centerline offsets of less than one hundred and twenty-five (125) feet shall only be allowed upon the approval of a waiver under Chapter 8 of this ordinance.

(7) When the centerline of the streets extended deflect at any one point with a deflection angle of more than five (5) degrees, they shall be connected by a horizontal curve.

(8) Streets shall be laid out so as to intersect as nearly as possible at right angles and no

street shall intersect any other street at less than sixty (60) degrees.

(9) Half streets shall be prohibited.

(10) The following values shall be used for the purpose of determining average daily traffic (ADT) for streets associated with different housing types:

(a) Single-family detached homes - 6.0 trips per dwelling unit per day.

(b) Group or Townhouses - 5.0 trips per dwelling unit per day.

(c) Apartments 1 to 4 stories - 4.0 trips per dwelling unit per day.

(d) Apartments over 4 stories - 3.0 trips per dwelling unit per day.

(11) The right-of-way widths, pavement widths (back to back of curb), street grades, and the sight distance for streets and alleys in any subdivision shall conform to Section 6-4 of this ordinance

(12) Street widths in subdivisions with building front yard setbacks less than twenty (20) feet shall provide for parking on both sides of the street.

(13) Cul-de-sac streets shall not exceed six hundred (600) feet in length and shall be provided at the closed end with either an off-set or symmetric circular turnaround having an outside pavement diameter of at least seventy-five (75) feet and a right-of-way diameter of one hundred (100) feet. Cul-de-sac approach and return radii shall not be less than sixty-two and one-half (62½) feet for pavement and fifty (50) feet for rights-of-way.

(14) The horizontal alignment of all streets shall be governed by sight distance and speed, but shall not be less than that shown in Section 6-4 of this ordinance.

(15) No street grade shall be less than one-half (½) of one (1) percent, nor greater than ten (10) percent.

(16) Permanent dead-end streets shall be prohibited.

(17) Intersections of more than two (2) streets shall be prohibited.

(18) Alleys shall be prohibited in residential districts. Alleys may be provided in commercial and industrial districts.

Section 6-3. Private Streets.

(1) Connections to Public Streets. The private street system shall provide convenient and reasonable access to each dwelling unit, lot, commercial or community building and adjacent property from the public street system.

(2) Maximum Block Length. Shall comply with Section 6-6 (1) of this ordinance.

(3) Roadway Specifications.

(a) Private streets shall be at least twenty-five (25) feet in width and have either an integral curb or combination curb and gutter.

(b) Private streets shall be surfaced with Portland cement concrete and shall be not less than 7" thick.

(4) Private Street Easements. Private street easements shall be required to be a minimum of five (5) feet wider on each side of the paved surface. The easement shall be granted to the adjoining lot owners and the developer shall demonstrate the mechanism by which its perpetual maintenance shall be the responsibility of the adjoining owners.

(5) Setbacks. Setbacks which are required for any building or structure shall be measured from the nearest edge of the private street easement.

(6) Parking. Where vehicles back out onto the private street, a minimum of twenty (20) feet shall be provided between the nearest edge of the parking stall or garage and the edge of the private street.

(7) Traffic Signs. All traffic signs and pavement markings along the private street shall conform to the City of Bellevue requirements.

(8) Maintenance. Private streets which are granted by an easement to the adjoining lot owners shall be the maintenance responsibility of those owners and shall not become the responsibility of the city upon annexation.

Section 6-4. Street Design Standards.

STREET DESCRIPTION	CUL-DE-SAC	PRIVATE STREET	LOCAL STREET	COLLECTOR	MINOR ARTERIAL	MAJOR ARTERIAL
Service	Very Light Local No Thru Traffic	Very Light Local No Thru Traffic	Light Local	Local Thru	Local Thru	Thru Traffic
ADT	0 - 75	0 - 75	75 - 1000	1000 - 4000	4000 - 8000	8000+
Design Speed	15 mph	15 mph	25 mph	25 mph	25 - 35 mph	35 mph+
Minimum Sight Distance	75'	75'	150	200'	250'	*
Maximum Street Slope	10%	10%	10%	10%	8%	*
Minimum Centerline Radius on Horizontal Curves	100'	100'	150'	300'	500'	*
Right-of-Way	50'	35'**	50'	60'	80'	***
Pavement Width	25'	25'	25'	32'	36'	*
Concrete Pavement Thickness Residential Streets	7"	7"	7"	9"	9"	*

*Standards for major arterial streets will be set by county or state highway officials.

**Easement width

***Additional right-of-way required: 100' for section line roads; 80' for half section line roads.

Section 6-5. Right-of-Way Easements. The width of easements in relation to depth below grade of the sanitary sewer and storm sewer pipes shall be a minimum of two (2) to one (1), but in no event less than fifteen (15) feet, unless otherwise approved by the City Engineer, and shall be provided along the rear and side property lines wherever possible. Where a subdivision is traversed by a water course, drainageway, channel, or stream, there shall be provided a storm water or drainage easement of such a width to provide adequate water flow and maintenance. Parallel streets, walkways or bridges may be required in connection with such drainage easement.

Section 6-6. Block Width and Length. Subdivision blocks shall conform to the following standards:

- (1) Block length shall not exceed 1,320 feet. The length of blocks shall be considered to be the distance from street centerline to opposite street centerline and shall be measured along the center of the block.
- (2) Pedestrian walkways not less than ten (10) feet wide may be required at or near the center of blocks longer than five hundred (500) feet where such walkways are deemed to be essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, or other community facilities.
- (3) The width of blocks shall generally be sufficient to allow two (2) tiers of lots and be at least two hundred and forty (240) feet in width.

Section 6-7. Lot Standards. Subdivision lots shall conform to the following minimum standards:

- (1) Lot dimensions and area shall conform to the requirements of the zoning ordinance.
- (2) Platting of lots for multiple family commercial and industrial purposes shall include adequate space for off-street parking, service areas, service access, or frontage access roads.
- (3) Satisfactory access from a public street or recorded access easement shall be provided for all lots. Access driveways shall be positioned in accordance with the Typical Driveway Layout Standards on file in the Public Works Department.
- (4) Through lots shall only be allowed upon the approval of a waiver requested under Chapter 8 of this ordinance.
- (5) Corner lots shall be of extra width sufficient to maintain building lines of both streets as required in the zoning ordinance.
- (6) Side lot lines shall be approximately at right angles or radial to street lines.
- (7) Excessive depth in relation to width of lots over three (3) to one (1) shall only be allowed upon approval of a waiver requested under Chapter 8 of this ordinance.

(8) Flag lots shall be avoided except where development cannot be reasonably accomplished without their use.

(9) Larger than normal lots or parcels shall be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision with provision for adequate utility connections for such resubdivision. Dedication of easements or public right-of-way for future openings and extensions of such streets may be required.

(10) Residential lots fronting on an arterial street shall only be allowed upon approval of a waiver requested under Chapter 8 of this ordinance. When established, access restrictions shall be noted on the plat.

(11) Slopes altered through cut and/or fill operations shall not exceed a 3:1 ratio unless approved stabilization structures are used.

CHAPTER 7

CAPITAL IMPROVEMENTS

Section 7-1. General. The method and financing by which public improvements are installed in a subdivision is a matter of mutual concern to the subdivider and the city. These improvements become permanent features of the community and could be a great financial burden to the subdivider and a continual excessive maintenance cost to the city. It is the intent of this ordinance to provide for adequately sized, properly located, and properly installed improvements through the prescribed rules and standards of this ordinance. The subdivider shall construct and install the improvements in accordance with the City of Bellevue standards for construction plans and specifications.

Section 7-2. Lot Staking. The following described monuments shall be installed before plat approval, or in lieu thereof a performance bond, in an amount equal to the cost of doing such work, as determined by the City Engineer, shall be furnished to the City of Bellevue:

(1) Lot corners, all points of curvature, points of tangency, and corners of blocks shall be monumented by iron rods not less than one half inch in diameter or iron pipes not less than three-fourths inches in diameter extending at least twenty-four (24) inches below grade.

Section 7-3. Streets.

(1) Street Grading: All full width streets located entirely within the boundary of the subdivision, except major streets as noted, shall be graded to the full width to within six (6) inches of the finished grade. Such grading shall be completed or in lieu thereof a performance bond in an amount equal to the cost of doing such work shall be furnished to the City of Bellevue before the City Engineer certifies to the Council that required improvements have been satisfactorily arranged for.

(2) Street Surfacing: The streets shall be paved including integral curbs in accordance with street paving standards as approved by the city.

(3) Street Lighting: For residential streets, lamps shall be 100 watt high pressure sodium sources or equivalent or higher efficiency sources. Poles shall generally have a 25 foot mounting height and be placed at street intersections and mid-block with normal interval spacing of 240 feet. Reductions to this standard may be required by the Street Superintendent, after consultation with OPPD, when warranted by the layout or design of the subdivision in order to meet Illuminating Engineering Society (IES) standards for street lighting. Subdividers are encouraged to consider installation of higher efficiency or lower cost alternatives to street lighting, such as LED lights, provided such alternatives are approved by the Street Superintendent and OPPD. For all other streets, lighting shall be installed in accordance with standards adopted by OPPD after review and approval by the Street Superintendent.

Section 7-4. Storm Sewers or Drainageways. The subdivider shall be required to provide for adequate drains, inlets, manholes and other facilities to provide for the adequate removal of all

surface drainage in conformance with the city's design criteria. Where the subdivision is located within a larger drainage area, the subdivider is required to install the storm drains to adequately handle the additional areas upstream.

Section 7-5. Sidewalks. For subdivisions approved prior to May 9, 2017 or subsequent replats, a concrete sidewalk shall be provided within the dedicated right-of-way in accordance with the regulations in place at the time the subdivision was approved. For subdivisions approved on or after May 9, 2017, a concrete sidewalk shall be provided within the dedicated right-of-way with a minimum width of five (5) feet, and located at least 6.5 feet back of the street pavement.

Sidewalks shall be provided at the following locations:

- (1) Both sides of a paved street within the subdivision.
- (2) Parallel to any streets abutting and/or running along the outer perimeter of the subdivision.

(Ord. No. 3873, April 24, 2017)

Section 7-6. Sanitary Sewers. Where a city approved sanitary sewer is accessible by gravity flow within one thousand (1,000) feet of the final plat, the subdivider shall connect thereto and provide adequate sewer lines and stubs to benefit each lot. Where the trunk line outfall sanitary sewer line along the Papillion Creek is accessible by gravity connection and is within one mile of the subdivision, the developer shall be required to connect thereto and provide an adequate outfall sewer line sized to serve the total drainage area in which the subdivision is located. Where the Papillion Creek trunk line outfall sanitary sewer line is substantially more than one mile, or where any other city approved sanitary sewer is more than one thousand (1,000) feet, or where a city approved sanitary sewer is not accessible by gravity flow, the subdivider shall make provisions for the disposal of sewage as required by law and as approved by the city. Temporary disposal facilities may be approved under the following conditions:

- (1) The temporary facility shall only be approved and sized for that subdivision. No further addition or enlargement to the facility may be undertaken to serve any other subdivision or additions to that subdivision without approval of the city.
- (2) The subdivider and any Sanitary and Improvement District formed shall, by agreement with the City of Bellevue, agree that if and when a city approved sanitary sewer line is constructed within 1,000 feet of the subdivision and while the subdivision is within a Sanitary and Improvement District, then the Sanitary and Improvement District shall connect to the sewer line and disconnect from the temporary facility which will be discontinued and eliminated by the Sanitary and Improvement District as approved by the city.
- (3) Where any City of Bellevue approved sanitary sewer is not readily available for connection, but there are plans for availability requiring connection, the subdivider and/or any Sanitary and Improvement District formed may be required by agreement to

pay or prepay, depending upon availability, any sewer connection fee or fees required by the city to be assessed against each property or lot to be served by the sewer prior to the approval of the final plat. The fees paid to the city will be used as the subdivision's share towards the construction of an outfall sewer main and/or towards the necessary improvement or enlargement of any treatment plant.

(4) Whenever the sanitary sewer of a subdivision is connected to the city approved sewer system, the City of Bellevue may collect any applicable rental or use charge or fees from the users in the subdivision or Sanitary and Improvement District and such charge shall be a lien upon the property served. If the city's charge is not paid when due, such sum may be recoverable by the city in a civil action or it may be assessed against the property as special taxes or assessments levied by the city, and upon the deliverance of a certified copy of an ordinance by the city clerk to the county treasurer, the county shall collect the same as provided by law and return same to the City of Bellevue.

(5) Whenever the main collector sewer line serving the subdivision within its boundaries is required to be more than eight (8) inches in diameter because it is designed to serve a greater area than the subdivision, the subdivider shall only be responsible for the cost of an eight (8) inch diameter sewer line.

Section 7-7. Electrical Power, Water, and Gas Mains. The subdivision shall be provided with adequate electrical, gas, and water supply systems. The water mains shall be connected to an approved water supply system. Water, gas, and electrical distribution installation shall meet the standards and specifications of the city or respective utility company.

Section 7-8. Public Facilities and Open Space.

(1) Where a tract of land that is being subdivided includes land proposed to be used for parks and other public facilities under the duly adopted Comprehensive Plan of the city, the subdivider shall indicate the location of such areas on the preliminary plat. Such sites may be purchased within two years of the recording date of the subdivision by the city or the Sanitary and Improvement District at a negotiated value or at a value determined in the same manner as required by the power of eminent domain, plus one-half of the cost of grading, utilities, and paving, including curbs of the portion of any streets that are contiguous to the site, plus other approved special assessments. Should such site not be approved and purchased in the time specified, the subdivider may request replatting for the purpose of resale. Said site shall be zoned initially to allow uses comparable with land contiguous to it in case it is not purchased within said two (2) year period.

(2) Where a tract of land is being subdivided includes land proposed to be used for a future school site under the adopted Comprehensive Plan of the city, the subdivider shall indicate the general location of such areas on the preliminary plat. School sites are to be reserved for three (3) years giving the appropriate school district the right to purchase the land at a negotiated value or at a value determined in the same manner as required by the Nebraska State Statutes for proceedings under the power of eminent domain, plus one-half the cost of grading, utilities, and paving, including curbs, of any streets contiguous to the site, plus other approved special assessments. Should the

school site not be purchased in the time specified, the subdivider may request replatting for the purpose of resale. Said school site shall be zoned initially to allow uses comparable with land contiguous to it in case it is not purchased for school within said three (3) year period.

Section 7-9. Other Improvements. The installation of other improvements may be required when deemed necessary in the best interest of the community.

Section 7-10. Erosion Control. The subdivider shall construct temporary terraces on slopes, temporary silting basins, swales and spillways, and energy dissipation structures to reduce erosion, sedimentation and damage to adjacent properties and public rights-of-way from surface drainage during subdivision development. The subdivider shall further be required to seed the areas covered by the subdivision to control erosion of areas disturbed by excavation and grading operations, including the installation of utilities.

Section 7-11. Sanitary and Improvement Districts. Where a subdivider plans to create a Sanitary and Improvement District (S.I.D.) to construct improvements in its subdivision, prior to the installation of any improvements, the plans for such improvements, other than for public parks, playgrounds, and recreation facilities, shall be submitted to the city for review and approval. Plans and exact costs for public parks, playgrounds and recreation facilities must be approved by Resolution of the City Council. Such approval shall relate to conformity with the Comprehensive Plan and the construction specifications and standards, if any, theretofore established by the city. In addition, the subdivider, the Sanitary and Improvement District, and the city, acting through its City Council, shall enter into any agreement or agreements necessary for water supply and distribution, sewage treatment or disposal, or other utility services. Such agreement shall also set forth the manner and extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specifically benefit property in the area to be specially assessed against the property of the subdivider. All such agreements shall be in substantial conformity to the established policy of the city relating to such items. The purpose of the agreements is to express the intent to develop the area in conformity to the Comprehensive Plan of development for the city.

Section 7-12. Sanitary and Improvement District Recreational Facilities. The Sanitary and Improvement District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds: in construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility, without express approval of the city.

Section 7-13. Subdivision Agreement. No contract for the construction of public improvements involving any subdivision outside of the corporate limits of the City of Bellevue shall be let, awarded, or otherwise consummated by the subdivider unless first entering into a formal subdivision agreement between the City of Bellevue, the subdivider, and/or the Sanitary and Improvement District concerning land acquisition for public improvements, minimum design for utilities, pavements, open spaces, recreation facilities, erosion and sedimentation control methods, both temporary and permanent, and assessments for the costs to be incurred as a

general obligation by the Sanitary and Improvement District, development corporation, or other persons to be involved in the contract. The city will consider Sections 7-13 through 7-19 of this ordinance in entering a contractual agreement covering the assessment of costs for public improvements.

Section 7-14. Street and Sidewalk Financing. The method of financing the costs of streets and sidewalks shall be as follows:

- (1) Sidewalks shall be a special assessment against the property benefiting or shall be at the cost of the subdivider or property owner at the time of the development of individual platted lots.
- (2) Streets, including curb, of twenty-five (25) feet in width shall be a special assessment to the property benefitting. That portion of the pavement in excess of twenty-five (25) feet, excluding the curb, may be a general obligation.
- (3) Street intersections may be a general obligation, except that portion of "T" intersections abutting building lots shall be a special assessment against the property benefiting.
- (4) Street signs which conform to city standards may be a general obligation. Decorative, ornamental, or other signs not conforming to city standards, but have been approved by the city for use, shall be a special assessment against the property benefited.
- (5) Street lighting which conforms to city standards may be a general obligation. Decorative, ornamental, or other street lighting not conforming to city standards, but which has been approved by the city for use, may be a special assessment against the property benefited.

Section 7-15. Storm Sewer Financing. Storm sewers, including manholes, inlets, and other appurtenances, shall be a general obligation.

Section 7-16. Sanitary Sewer Financing. The method of financing the costs of sanitary sewers shall be as follows:

- (1) Sanitary sewers, including manholes and other appurtenances, of eight (8) inches or less in diameter shall be a special assessment of the property benefiting. That portion of the sanitary sewer over eight (8) inches in diameter except manholes and other appurtenances, may be a general obligation.
- (2) Outfall sanitary sewer lines located outside the subdivision that are designed to serve a total drainage area larger than the subdivision may be a general obligation.
- (3) Sanitary and Improvement District connection charges paid to other S.I.D.s may be a general obligation. Any additional connection charges shall be a special assessment against the property benefiting.
- (4) Sewage treatment plants and lift stations designed to accommodate the total drainage area may be a general obligation.
- (5) Sewage treatment plants and lift stations designed to accommodate the subdivision only shall be a special assessment against the property benefiting.

Section 7-17. Water System Financing. The method of financing the costs of the water distribution systems shall be as follows:

(1) Water distribution systems installed by an S.I.D. within the Metropolitan Utilities District (MUD) system shall be a special assessment against the property benefiting. That portion of the water distribution system outside the subdivision may be a general obligation.

(2) Water distribution systems not installed by an S.I.D. within the area served by the Metropolitan Utilities District system shall be financed by the subdivider in accordance with MUD policies.

Section 7-18. Gas System Financing. The method of financing the costs of the gas distribution system shall be as follows:

(1) Gas distribution systems located within a S.I.D. and the MUD or Black Hills Energy system shall be a special assessment against the properties benefiting. That portion of the gas distribution system outside the subdivision may be a general obligation.

(2) Gas distribution systems located within the city's corporate limits shall be financed by the subdivider in accordance with MUD or Black Hills Energy policies.

Section 7-19. Electric System Financing. The entire costs for the installation of the electrical power distribution system, including underground systems, shall be a special assessment against the property benefiting.

Section 7-20. Definitions. Unless the context shall otherwise require, whenever used in Sections 7-20 through 7-25 of these subdivision regulations, the following terms shall have the meaning ascribed to them in this Section 7-20. All other capitalized terms shall have the meaning ascribed to them in Chapter 2 of these subdivision regulations.

Boulevards/Parkways: Boulevards/Parkways are planned to provide pleasant vehicular routes connecting roads to and through parks and Natural Areas, and serving new subdivisions and S.I.D.s, in part, visually unifying those newly developing areas, especially commercial areas, with established neighborhoods and parks and buffering industrial areas from residents and commercial enterprises. The Master Park Plan specifies the location of Boulevards and Parkways. These locations shall guide the general placement of all Boulevard/Parkways; however, minor location adjustments to accommodate traffic issues, topography or development limitations may be approved by the Public Works Department. The Master Park Plan provides standard design criteria for various configurations of Boulevards/Parkways, which shall apply unless otherwise approved by the Public Works Department.

Commercial Recreational Plan: The individual plan for proposed subdivisions approved by the City Council pursuant to Section 7-22, which provides for construction, development and improvement of those Trails/Special Corridors and Boulevards/Parkways that are contemplated by the Master Park Plan and, in some instances, open space, playgrounds, walkways, active/passive use areas and other appropriate recreational facilities and amenities intended to serve or to benefit

the contemplated licensees, invitees, occupants, owners and tenants of the subdivision.

Community/Regional/Special Use Parks: Community/Regional Parks serve a broader purpose than Neighborhood Parks. Focus is on meeting recreational needs for a cluster of neighboring communities and perhaps the entire city. These parks may contain neighborhood and community play facilities, extensive active play/sports fields, recreational complexes ("rec-plexes") and aquatic centers as well as natural resource recreation such as hiking trails, equestrian activities, nature interpretation and other passive uses where the park provides an opportunity to preserve and enhance historic or natural resources. Organized sports leagues and teams will use different locations throughout a season, and historic and natural resource based activities are dependent on unique features. Therefore, the locations of the Community and Regional Parks are not based on specific travel distance service standards. Instead, the city attempts to achieve "equitable accessibility" for area residents throughout the city. Special Use Parks are planned to provide the region with a high amenity open space. They are intended to be primarily passive use with grand open spaces and landscape vistas. They provide for large public gatherings for community events and contain signature features such as civic monuments and may serve as, or include, city landmarks.

Cultural and Historic Sites: These sites contain features of important historical or cultural value that are desired to be protected and enhanced.

Interlocal Agreement: A written agreement between governmental subdivisions complying with statutory requisites.

Master Park Plan: The Master Park Plan for the city, as amended from time to time. The Planning Commission shall review the Master Park Plan at least once annually.

Natural Areas: These are areas containing significant natural resources such as wetland and native prairies that are desired to be protected and enhanced. These also include certain floodplain and other areas where, because of natural physical characteristics and other limitations that are not easily remediated, development may be restricted, and the area better preserved as natural greenbelts.

Neighborhood Parks: Planned to serve a specific residential neighborhood within an approximate six block (half mile) radius, Neighborhood Parks may be primarily passive in use, contain basic play facilities, landscape enhancements and open space. Some of these parks will contain active use recreational facilities, fields and other amenities that will serve or benefit the recreational requirements of residents of the subdivision. They should be generally located to allow for convenient and equal access by future neighborhood residents. Service standards based on anticipated population and on travel distance should provide the basis for locating park facilities. Future residential neighborhoods generally must allow for pedestrian connections to the park site with permanent easements. On occasion, Neighborhood Parks may serve residents of adjacent subdivisions or developments.

No Recreational Assessment: A written assessment to the City Council made and accepted pursuant to Section 7-21 or 7-22 when a Park Plan or Commercial Recreational Plan is not

appropriate for reasons contemplated by these subdivision regulations.

Other appropriate recreational facilities: Those recreational facilities and amenities, including Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors, that have been approved by the City Council in a Park Plan or Commercial Recreational Plan.

Park Development Fund: The Fund established by Section 7-24.

Park Plan: The individual plan for proposed subdivisions approved by the City Council pursuant to Section 7-21 which provides for the construction, development and improvement of parks, Trails/Special Corridors, Boulevards/Parkways and other appropriate recreational facilities and amenities.

Subdivision Agreement: An agreement between the city, the Developer and, if applicable, a duly created Sanitary and Improvement District for the development of land within or without the corporate limits of the city, requiring submission of a plat.

Trails/Special Corridors: The network of trails in a system that serves residents and businesses of Bellevue. The system is planned to emphasize safe travel for pedestrians walking and biking to and from parks and around the community. Focus is as much on transportation as it is on recreation and should therefore endeavor to connect residents and businesses to and through parks and Natural Areas, Cultural Areas and Sites and other points of interest, and to unify them as well with newly developing residential, commercial and industrial areas. The Master Park Plan specifies the location of Trails/Special Corridors. These locations shall guide the general placement of all Trails; however, minor location adjustments to accommodate traffic issues, topography or development limitations may be approved by the Public Works Department, and with the approval of the City, may be integrated with similar systems developed by or in conjunction with other governmental subdivisions and agencies. The Master Park Plan provides standard design criteria for various configurations of Trails, which shall apply unless otherwise approved by the Public Works Department.

Urban Filter/Wildlife Corridors: These are areas planned along floodplains; they are planned to function as natural filters to urban runoff and serve as linear wildlife corridors.

Section 7-21. Residential Subdivisions; Park Plan; Exceptions. Unless waived by the City Council pursuant to its approval of a No Recreational Assessment submitted pursuant to this Section 7-21, every residential subdivision requiring submission of a preliminary plat shall include land to be designated for use as a Neighborhood Park (or a Community, Regional or Special Use Park, if contemplated by the Master Park Plan) and land to be designated for use as Trails/Special Corridors and Boulevards/Parkways to the extent such use is contemplated by the Master Park Plan. Each Neighborhood Park shall be of a size, location and configuration with open space, parking, playgrounds, walkways, active use and expansion areas and other appropriate recreational facilities and amenities that will serve or benefit residents of the proposed subdivision, applying sound park planning principles. The subdivider of any land for which a preliminary plat is required in accordance with Section 3 of these subdivision regulations and consisting of lots to be developed as single family or multi-family residential districts, shall at the time of submission of the

preliminary plat, submit (a) a proposed Park Plan conforming to the Master Park Plan, or (b) a No Recreational Assessment, duly supported, concluding that a Park Plan is (i) inappropriate for the proposed subdivision because the configuration or other natural characteristics of the land within the subdivision renders the same impractical or cost prohibitive or (ii) unnecessary because the recreational needs of the proposed subdivision can be met by existing, or improvement to existing, neighboring recreational facilities, including City facilities; provided, however, such assessment shall then include the terms of a proposed Interlocal or similar agreement providing for the same, identifying the parties, the nature and location of such existing or proposed facilities, any conditions of use by residents of the new subdivision, the contribution to be made by the new subdivision toward development and maintenance of such facilities and other appropriate information to permit City to determine whether such facilities shall be sufficient to accommodate the recreational needs of the proposed subdivision and the affected neighboring communities. No such agreement shall be executed unless first approved by City Council. The proposed Park Plan and the No Recreational Assessment shall be prepared by a registered landscape architect or engineer.

(1) The proposed Park Plan shall identify the location of land, within or without the boundary of the subdivision, to be developed, dedicated or acquired for use as: a Neighborhood Park (or other Park contemplated by the Master Park Plan); those Trails/Special Corridors or Boulevards/Parkways contemplated by the Master Park Plan; and, other appropriate recreational facilities and amenities intended to be developed. It shall discuss the time, manner, means and nature of the development of the land for such purposes, together with allocated costs estimate for the acquisition and development of the same. It shall endeavor to take into consideration, applying sound park planning principles, the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors located within or adjacent to the subdivision and the presence of nearby existing or proposed Trails/Special Corridors and Boulevards/Parkways.

(2) The proposed Park Plan, or the alternative No Recreational Assessment, shall be reviewed by the City Planning Commission, which shall make its recommendation to the City Council concerning the same. A final Park Plan shall be approved, or the No Recreational Assessment shall be accepted, by the City Council prior to the final plat being presented to the Planning Commission.

(3) The final Park Plan shall be integrated within the Subdivision Agreement and shall be implemented in accordance with the terms of the Subdivision Agreement.

Section 7-22. Commercial/Industrial Subdivisions; Commercial Recreational Plan; Exceptions.

Unless waived by the City Council pursuant to its approval of a No Recreational Assessment submitted pursuant to this Section 7-22, every commercial or industrial subdivision requiring submission of a preliminary plat shall include land to be designated for use as Trails/Special Corridors and Boulevards/Parkways to the extent such use is contemplated by the Master Park Plan. The subdivider of any land for which a preliminary plat is required in accordance with Section of these subdivision regulations and consisting of lots to be developed as commercial or industrial districts, shall at the time of submission of the preliminary plat, submit (a) a proposed Commercial Recreational Plan conforming to the Master Park Plan and, to the extent intended to

be developed, any other appropriate recreational uses, including those contemplated by Section 7-22 (2), or (b) a No Recreational Assessment, duly supported, concluding that a Commercial Recreational Plan is (i) not required by Section 7-22 and stating that the subdivider has elected not to propose other recreational facilities, including those contemplated by Section 7-22 (2) or (ii) inappropriate for the proposed subdivision because the configuration or other natural characteristics of the land within the subdivision renders the same impractical or cost prohibitive. The proposed Commercial Recreational Plan and the No Recreational Assessment shall be prepared by a registered landscape architect or engineer.

(1) The proposed Commercial Recreational Plan shall identify the location of land, within or without the boundary of the subdivision, to be developed, dedicated or acquired for use as: Trails/Special Corridors or Boulevards/Parkways contemplated by the Master Park Plan and any other proposed appropriate recreational facilities and amenities intended to be developed. It shall discuss the time, manner, means and nature of the development of the land for such purposes, together with an allocated costs estimate for the acquisition and development of the same.

(2) As part of its Commercial Recreational Plan, the subdivider is encouraged to include: preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors located within or adjacent to the subdivision; acquisition and development of land for other appropriate recreational facilities and amenities that will serve or benefit the contemplated licensees, invitees, occupants, owners and tenants of land within the proposed subdivision and community developments adjacent thereto; and the improvement/connection/extension of nearby existing or proposed Trails/Special Corridors and Boulevards/Parkways, although not then mandated by the Master Park Plan.

(3) The Commercial Recreational Plan, or the alternative No Recreational Assessment, shall be reviewed by the City Planning Commission, which shall make its recommendation concerning the same. A final Commercial Plan shall be approved, or the No Recreational Assessment shall be accepted, by the City Council prior to the final plat being presented to the Planning Commission.

(4) The final Commercial Recreational Plan shall be integrated within the Subdivision Agreement and shall be implemented in accordance with the terms of the Subdivision Agreement.

Section 7-23. Financing for Park Plan/Commercial Recreational Plan. Where the proposed subdivision being platted is to be developed as a Sanitary and Improvement District ("SID"), the method of financing the cost of acquiring and developing land in conformity with the Park Plan or Commercial Recreational Plan shall be a permitted General Obligation of the SID, but shall be restricted to the extent set forth in this Section 7-23 unless otherwise approved by the City Council in a Subdivision Agreement. Neither the approval of the Park Plan or the Commercial Recreational Plan nor anything in this Section 7-23 shall be construed to waive the requirement contemplated by Sections 7-11 or 7-12 of these subdivision regulations that the City Council shall expressly approve such expenditures by the SID.

(1) Neighborhood Parks:

(a) Maximum Per Acre Allowance: The allowable maximum cost for acquisition of land proposed for use as a Neighborhood Park shall not exceed the per acre, raw land price paid for the entire area being preliminary platted.

(b) Floodway Property: No expenditure shall be permitted for floodway land to be contained in a Neighborhood Park.

(c) Floodplain Property: The allowable maximum cost of land (other than Floodway Property) within designated floodplain proposed for acquisition as a Neighborhood Park shall not exceed 50% of the full per acre raw land price.

(d) Wetlands: No expenditure shall be permitted for wetlands to be contained within a Neighborhood Park.

(e) Easements: No expenditure shall be permitted for land burdened by easements for sewer lines, gas lines, power lines and other restrictive

(f) Street Frontage: Unless otherwise provided in a Park Plan or Commercial Recreational Plan, all Neighborhood Parks shall have a minimum of 35% of their perimeter adjoining streets. Expenditures associated with one-half the width of the street pavement, any sidewalk associated with the street frontage of a park and any improvements for water and sewer directly related to recreational facilities shall be a General Obligation of the SID.

(g) Open Drainage Way: No expenditure shall be permitted for open drainage areas to be contained within a Neighborhood Park. Open drainage ways shall mean that area which is three times the depth of the channel plus 20 feet and applies to both sides of the channel or width required to pass the 100 year storm.

(h) Soft Costs: All soft costs associated with the (i) development of the Park Plan, (ii) acquisition of the land for Neighborhood Parks and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes. No other soft costs shall be permitted unless otherwise approved by the City Council.

(i) Other Costs: All other costs approved by the City Council for the development of Neighborhood Parks pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(2) Community/Regional Parks:

(a) Land Costs: Any land required for the construction and development of a Community/Regional Park or Community/Regional Park related amenity may be acquired by the SID under the same restrictions as those applicable to a Neighborhood Park.

(b) Soft Costs: All soft costs associated with the (i) development of the Park Plan, (ii) acquisition of the land for Commercial/Regional Park and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes. No other soft costs shall be permitted unless otherwise approved by the City Council.

(c) Other Costs: All other costs approved by the City Council for the development of a Community/Regional Park pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(3) Trails/Special Corridors:

(a) Land Costs: Any land required for the construction and development of Trails/Special Corridors or related amenities may be acquired by the S.I.D. under the same restrictions as those applicable to a Neighborhood Park; provided, however, land and development costs for Trails/Special Corridors that are designated to adjoining roadways shall be incorporated into the right-of-way and roadway improvement costs and financed accordingly.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for Trails/Special Corridors and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of Trails/Special Corridors pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(4) Boulevards/Parkways:

(a) Land Costs:

(i) Dedication for Public Streets: Any land required for the construction and development of Boulevards/Parkways exceeding the requirements of these subdivision regulations or public streets.

(ii) Other Limitations: Expenditures associated with the development of Boulevards/Parkways shall be limited to tree planting, landscaping, and associated walks, trails and trail signage. Sidewalks shall be a general obligation up to 4 feet wide and 4 inches thick; all other sidewalk costs shall be specially assessed to adjacent lots.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for Boulevards/Parkways and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of Boulevards and Parkways pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(5) Other recreational facilities and amenities:

(a) Land Costs: Any land required for the construction and development of land for recreational purposes and related amenities identified in a Park Plan or a Commercial Recreational Plan may be acquired by the SID under the same restrictions as those applicable to a Neighborhood Park.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of such recreational facilities pursuant to Section 7-11 or 7-12 of these subdivision regulations.

Section 7-24. Park Development Fund. There is hereby created the Park Development Fund. The purpose of the Park Development Fund is to provide a separate fund for monies to be used solely for the continued development of the Master Park Plan; the purchase of land; the construction, development and improvement of recreational facilities and amenities discussed in these subdivision regulations that are contemplated by the Master Park Plan; and related matters approved by the City Council in its sole discretion. Expenditures from the Park Development Fund shall be limited to the purposes contemplated by this Section 7-24 as authorized by the City Council in its sole discretion.

(1) The Park Development Fund shall consist of three (3) separate and distinct accounts:

(a) Funding for Neighborhood Park purchase and development. This fund will be utilized primarily for expenditures for development, improvement, and maintenance of Neighborhood Parks.

(b) Funding for the purchase and development of Community/Regional/Special Use Parks. This fund will be utilized primarily for expenditures for development, improvement and maintenance of Community/Regional/Special Use Parks and similarly serviceable recreational facilities, including Cultural and Historical Sites, Natural Areas and Urban Filter/Wildlife Corridors. Due to the imminent need to purchase the land where it is in the path of foreseeable development, and the significant acquisition costs associated with these larger parks, the City will attempt to initially prioritize and target these funds toward the purchase of specific park sites by a method that, in the long-term, will attempt to provide equitable services through the geographic distribution of Community/Regional/Special Use Parks.

(c) Funding for the purchase and development of Trails/Special Corridors and Boulevards/Parkways. This fund will generally be used for those expenditures for development, improvement and maintenance of Trails/Special Corridors and Boulevards/Parkways contemplated by the Master Park Plan.

(2) The Park Development Fund shall be funded (a) by contributions made by subdividers pursuant to Section 7-24 (3) of these Subdivision Regulations and (b) as otherwise directed or made by the City Council. The city acknowledges development costs of Community/Regional/Special Use Parks, Trails/Special Corridors, Boulevards/Parkways, and certain other recreational facilities necessary to serve an expanding, thriving community will likely require City funding beyond that made by contributions of subdividers and subdivisions. However, in adopting these subdivision regulations, the City Council does not intend that it is encumbering or otherwise allocating any other fund of the City for these purposes or for the purposes of the Master Park Plan, including Community Betterment Funds or Bond Funds. The balance of the Park Development Fund will be invested as other City funds are invested by the City Finance Department. Interest earned from the fund's balance shall accrue to the fund.

(3) In order to fund necessary parks and recreational facilities for development within, and for the expansion the City, these subdivision regulations and the Master Park Plan anticipate that residents and associated development will significantly contribute to the costs associated with providing property and facilities to serve the public park and other burgeoning recreational needs of these developing areas within, and adjacent to, City. Accordingly, except as provided in Section 7-24 (4), there shall be a contribution made to the Park Development Fund in connection with every proposed subdivision of land, to which these subdivision regulations apply, as follows:

(a) Residential Developments: In addition to the amount expended, or to be expended, to implement a Park Plan, (i) a contribution of an amount for facilitating

the purchase and development of Community/Regional/Special Use Parks and the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors of \$550 per acre of the proposed subdivision, plus (ii) an additional contribution of \$300 per acre for facilitating the purchase and development of land for Trails/Special Corridors and Boulevards/Parkways connecting the residents of the contributing subdivision with Community/Regional/Special Use Parks, other Trails/Special Corridors, Cultural and Historical Sites, Natural Areas and Urban Filter/Wildlife Corridors.

(b) Commercial and Industrial Developments: In addition to the amount expended, or to be expended, to implement a Commercial Recreational Plan, (i) a contribution of an amount for facilitating the purchase and development of land Community/Regional/Special the Parks and the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors of \$300 per acre of the proposed subdivision, plus (ii) an additional contribution of \$750 per acre for facilitating the purchase and development of land for Trails/Special Corridors and Boulevards/Parkways connecting occupants, invitees and licensees of the contributing subdivision with Community/Regional/Special Use Parks, Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors.

(4) Notwithstanding the provisions of Section 7-24 (3):

(a) Whenever a Park Plan shall provide for the construction, development, or improvement of: Community/Regional/Special Use Parks; the construction, development, improvement or the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors within or adjacent to the boundaries of the proposed subdivision; or, the construction, development or improvement of Trails/Special Corridors and Boulevards/Parkways on land adjacent to the proposed subdivision, the amount of any authorized expenditures made in furtherance of the same shall be credited to the amount of the applicable contribution required to be made by Sections 7-24 (3)(a).

(b) Whenever a Commercial Recreational Plan shall provide for the construction, development or improvement or recreational facilities beyond that contemplated by the Master Park Plan, the amount of any authorized expenditures made in furtherance of the same shall be credited to the amount of the applicable contribution required to be made by Section 7-24 (3)(b).

(5) All contributions to the Park Development Fund shall be paid by the subdivider and shall be payable prior to the filing of the plat. (*Ord. No. 3777, August 11, 2014*)

Section 7-25. Annexation. Whenever the city studies an area for potential annexation, among other matters, it is common practice to determine the expediency of annexation by evaluating all public improvements and infra-structure in terms of meeting then current city standards and the corresponding costs for bringing them up to city standards. This process shall include an

evaluation of each such area's recreational facilities and needs, if any. The cost of annexation shall include an amount equal to (i) the cost constructing and developing recreational facilities appropriate for the area proposed for annexation, (ii) bringing existing recreational facilities up to city standards, (iii) the amount of any contribution remaining to be paid to the Park Development Fund (for those subdivisions or S.I.D.s in existence prior to the adoption of these subdivision regulations, the entire contribution to the Park Development Fund shall be considered to be unpaid), and (iv) the amount of any contribution required to be made by the S.I.D. under an Inter-local or similar agreement entered into pursuant a No Recreational Assessment. To the extent such funds are available from the S.I.D.'s or subdivision's cash balance after allowing for the existing debt services thereof and other capital and service costs determined to apply, an appropriate amount determined by the City Council, lofts discretion, not to exceed the amount determined by application of this Section 7-25 (1) shall be paid into the Park Development Fund for use, at such time as the City Council shall consider appropriate following the effective date of annexation, to construct, improve, and develop recreational facilities, directly or indirectly, serving and benefiting the area. The city shall remain responsible for any outstanding payment obligation under the terms of any existing Inter-local Agreement to which the subdivision is a party, and such payments may be made from the Park Development Fund. Nothing in Section 7-25 shall be construed to limit or otherwise restrict the city from annexing any area, which the city shall deem to be expedient and in the best interest of the city and its residents.

CHAPTER 8
HARDSHIP AND WAIVERS

Section 8-1. Waiver Justification. Where it can be shown in the case of a proposed subdivision that strict compliance with the requirements of this ordinance would result in practical difficulties and/or unnecessary hardship the subdivider may apply for a waiver. When considering the waiver request, it must be shown that:

- (1) The requested waiver is due to unusual conditions that are project specific.
- (2) The requested waiver will not nullify the intent and purpose of this ordinance or the Comprehensive Plan.
- (3) The requested waiver shall not violate the zoning ordinance, and
- (4) The requested waiver is in the best interest of the public.

Section 8-2. Application. The subdivider shall prepare a written statement accompanying the application for the proposed subdivision listing all sections of this ordinance in which a waiver is being sought. The statement shall also state the nature of the hardship.

Section 8-3. Waiver. The City Council, after receiving a recommendation from the Planning Commission, may vary, modify, or waive the requirements of this ordinance. Waivers of this ordinance shall not violate the zoning ordinance.

CHAPTER 9
FEES AND ENFORCEMENT

Section 9-1. Fees. In order to cover the cost of advertising, holding public hearings, staff review, and other expenses incidental to the approval of a subdivision, the subdivider shall pay the applicable fees as outlined in the Master Fee Schedule.

All fees shall be paid to the Planning Department and credited to the General Fund of the City. All fees are non-refundable.

Section 9-2. Plan Review Reimbursement. The subdivider or Sanitary and Improvement District shall reimburse the city such costs incurred by the city for Plan Review, Plan Check, and Plan Approval as to conformance with approved city Standards and Specifications, but such costs shall not exceed 1% of the total contracted cost for improvements in the subdivision.

Section 9-3. Enforcement

(1) No building permit shall be issued for any structure or building that is located upon a lot in a subdivision that has not been subdivided in the manner provided for by this ordinance or previously adopted subdivision regulations. No such plat, replat, dedication, or deed shall be filed with the Register of Deeds until approved by the City Council as provided by law.

(2) Section 1 shall not apply to lots of record or subdivisions platted prior to October 14, 1974.

(3) No building permit shall be issued for any building or structure in any platted subdivision within the city zoning jurisdiction without provision for sanitary sewer, per Article II, Building Code, City of Bellevue.

(4) No Certificate of Occupancy shall be issued for any building or structure on any platted lot within the city zoning jurisdiction until all required utilities including sanitary sewers, storm sewers, electrical, gas, water, and streets to the lot are complete, functional, and approved.

(5) The Street Superintendent may compel the subdivider to clean rights-of-way, public easements, streets and storm sewers on the site and adjacent area of debris, sedimentation and wastes due to the development, disturbance, excavation, grading, or improvement of the subdivision. The Street Superintendent will assign a time period in which clean-up operations will be completed that is based on the perceived risk to the public health and safety. Should clean-up operations not be completed within said time frame, the city may execute clean-up operations and may bill the subdivider for the costs.

Section 9-4. Severability. If any section of this ordinance be held unconstitutional or invalid by any court of competent jurisdiction, such section shall be considered separately and apart from the remaining provisions of this ordinance, and such section to be completely severable from the remaining provisions of this ordinance and the remaining provisions of this ordinance shall remain in full force and effect.

Section 9-5. Effective Date. This ordinance shall take effect and be in force from and after its passage, approval, and publication in pamphlet form.

ORDINANCE NO. 4105

AN ORDINANCE TO AMEND ORDINANCE NO. 3704, SUBDIVISION ORDINANCE, BY CHANGING STAFF TITLES AND ADOPTING DEFINITIONS FOR SUCH; TO REPEAL SUCH ORDINANCE AS HERETOFORE EXISTING; AND TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE.

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

Section 1. That Ordinance No. 3704 is hereby amended to read as follows:

SUBDIVISION ORDINANCE

CHAPTER 1

TITLE AND INTENT

Section 1-1. Title. This ordinance shall be known, referred to, and cited as the "City of Bellevue Subdivision Ordinance."

Section 1-2. Purpose and Intent. This ordinance is to provide for the harmonious development of Bellevue and its environs; to prescribe standards for the laying out of subdivisions in harmony with the comprehensive plan; for the coordination of streets and utilities within subdivisions with other existing or planned streets and utilities; for coordination of subdivisions with other features of the comprehensive plan to provide for adequate open space for traffic, recreations, light and air; and for the distribution of population and traffic in such a manner so as to create conditions favorable to health, safety, convenience or prosperity, all in accordance with applicable state statutes.

Section 1-3. Jurisdiction. This ordinance shall apply to all land located within the zoning jurisdiction of the city of Bellevue, as designated in Section 26-38 through 26-40 of the Bellevue City Code. (Section 16-901 Revised Statutes of Nebraska)

Section 1-4. Applicability. The owner or owners of any land located within the jurisdiction of these regulations subdividing land into two or more lots and blocks or tracts or parcels when the smallest parcel created is less than ten acres in area, for the purpose of laying out a subdivision, suburban lots, building lots, tracts or parcels or any owner of any land establishing any street, alley, park or other property intended for public use or for the use of purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto, shall cause a plat to be made in accordance with these regulations. (Section 19- 921 Revised Statutes of Nebraska)

CHAPTER 2

DEFINITIONS

Section 2-1. Definitions. For the purpose of regulations, certain words used herein are defined as follows:

Section 2-2. Alley. A public right-of-way not designed to allow through vehicular traffic, used as a secondary access to the rear or side of lots, which shall in no way be a street.

Section 2-3. Assistant Planning Manager. The city staff person with responsibility for advising the Planning Commission and City Council on land use development, zoning, and platting matters.

Section 2-4. Average Daily, Traffic (ADT). The vehicular traffic generated on a particular street over a twenty-four-hour period by the development on the street plus any through traffic.

Section 2-5. Bellevue School District. School District No. 1 of Sarpy County, Nebraska.

Section 2-6. Block. A tract or parcel of land entirely surrounded by public highway, streets, streams, railroad rights-of-way, or parks, or a combination thereof

Section 2-7. City. The City of Bellevue, Nebraska, a municipal corporation.

Section 2-8. City Administrator. The principal administrative officer of the City of Bellevue, Nebraska.

Section 2-9. City Clerk. City Clerk of the City of Bellevue, Nebraska.

Section 2-10. City Council. City Council of the City of Bellevue, Nebraska.

Section 2-11. City Engineer. The city engineer of the City of Bellevue retained by the City Council for the recommendation, advice, and implementation of engineering work as requested by the city.

Section 2-12. Common Open Space. That undivided land in a subdivision which is jointly owned by all property owners of the subdivision, for the enjoyment and benefit of the owners and occupants of the individual building sites of the said development.

Section 2-13. Comprehensive Plan. The plan for the improvement and development of the City of Bellevue, Nebraska, as adopted by the city's Planning Commission and City Council in accordance with the laws of the State of Nebraska and the Ordinances of the City of Bellevue.

Section 2-14. County Engineer. The engineer of Sarpy County, Nebraska.

Section 2-15. County Surveyor. The surveyor of Sarpy County, Nebraska.

Section 2-16. County Treasurer. The treasurer of Sarpy County, Nebraska.

Section 2-17. Cul-De-Sac. A short street with one end open to traffic and the other end terminated by a vehicular turn around.

Section 2-18. Dead-End Street. A street with one end open to traffic and the other end terminating without a vehicular turn around.

Section 2-19. Dead-End Street, Temporary. A street with one end open to traffic and the other end terminating at the boundary line of the subdivision but will be required to be extended at a later date to provide access to abutting land.

Section 2-20. Dedication. A grant of land by the owner to the public for public use.

Section 2-21. Easement. A grant by the property owner to the public, a corporation, or persons, of the use of land for specific purposes.

Section 2-22. General Obligation. A debt incurred by the city or an S.I.D. by the issuance of general obligation bonds to finance certain public capital improvements in a subdivision. These improvements are outlined in Section 7-14, 7-15, 7-16, 7-17, 7-18 and 7-19 of this ordinance.

Section 2-23. Improvements. Street grading, street surfacing and paving, curbs and gutters, streetlights, street signs, sidewalks, crosswalks, water mains and lines, fire hydrants, sanitary

sewers, storm drainage facilities, culverts, manholes, bridges, public utilities, or other installations as designated by the City Council or its specific approving authority.

Section 2-24. Lot. A portion of land within the subdivision or other parcel of land, intended as a unit for transfer of ownership or for development.

Section 2-25. Lot Depth. The mean horizontal distance between the front and rear lot lines.

Section 2-26. Lot, Corner. A lot having a frontage on two intersecting streets.

Section 2-27. Lot, Flag. A lot which is landlocked from public right-of-way, except for a narrow tract of land of less width than required under the assigned zoning.

Section 2-28. Lot Line. The boundary of a lot.

Section 2-29. Lot, Nonconforming. A lot which was lawfully created under prior zoning when lesser area or dimension requirements were enforced and does not currently conform to the zoning district space limits now applied. Lots created through a procedure which does or did not conform to the applicable city or county subdivision requirements enforced at that specific time shall also be considered nonconforming.

Section 2-30. Lot of Record. Shall mean an independent lot as shown in the records of and recognized by the Register of Deeds.

Section 2-31. Lot, Sub-. A subordinate and integral part of a lot. The subplot is to be shown on the subdivision plat.

Section 2-32. Lot, Through. A lot extending continuously between two parallel or approximately parallel streets.

Section 2-33. Lot Width. The distance between side lot lines measured at the rear of the required front yard on a line parallel to the street right-of-way.

Section 2-34. Monument. An identification marker established by a land survey and set by a registered land surveyor at each lot corner, angle point, block corner, street centerline, or other point.

Section 2-35. Omaha School District. School District No. 1 of Douglas County, Nebraska.

Section 2-36. Outlot. A lot not designated for building or occupancy.

Section 2-37. Papillion/LaVista School District. School District No. 27 of Sarpy County, Nebraska.

Section 2-38. Permits and Inspections Division. The Permits and Inspections Division of the City of Bellevue.

Section 2-39. Planning Commission. The Planning Commission of the City of Bellevue, Nebraska.

Section 2-40. Planning Department. The Department of Planning of the City of Bellevue, Nebraska.

Section 2-41. Planning Manager. The chief administrative officer of the Department of Planning of the City of Bellevue, Nebraska.

Section 2-42. Planning Secretary. Planning staff member responsible for assisting in the efficient operation of the department through the performance of administrative support functions.

Section 2-43. Plat. A map which delineates the subdivision of land. A plat commonly shows lots, blocks, and other information relevant to the development and improvement of the

property.

Section 2-44. Plat, Preliminary. The preliminary plan of the plat, subdivision or dedication prepared in accordance with the requirements of these regulations.

Section 2-45. Plat, Final. The final plan of the plat, subdivision, or dedication prepared for filing or recording in conformance with these regulations.

Section 2-46. Preapplication Meeting. A required meeting with the Planning Department prior to the submission of a preliminary plat application as outlined in Section 3-2 of this ordinance.

Section 2-47. Public Works Department. The Department of Public Works of the City of Bellevue.

Section 2-48. Public Works Director. The chief administrative officer of the Department of Public Works of the City of Bellevue.

Section 2-49. Register of Deeds. The Office of the Register of Deeds of Sarpy County, Nebraska.

Section 2-50. Replat. A map which delineates the subdivision of land which has been previously recorded as a plat in the office of Register of Deeds of Sarpy County, Nebraska.

Section 2-51. Sanitary and Improvement District. A special taxing body created by the District Court for the purpose of constructing, financing, and maintenance of capital improvements such as streets, sewers, sidewalks, utilities, and parks in a subdivision until such time as the subdivision is annexed by the city.

Section 2-52. Special Assessment. A lien assessed on private property on the basis of special benefit for a portion of public capital improvements in a subdivision.

Section 2-53. Springfield-Platteview School District. School District No. 46 of Sarpy County, Nebraska.

Section 2-54. Street. A right-of-way dedicated to public use which provides principal vehicular and pedestrian access to adjacent properties.

Section 2-55. Street, Collector. A street that is used or intended to be used to congregate traffic from several local streets and route such traffic to a major street.

Section 2-56. Street, Frontage (Road). A street dedicated adjacent to and parallel to a major street with limited or controlled access and dedicated to providing frontage access to abutting properties.

Section 2-57. Street, Local. Any public street that is used or intended to be used for the principal purpose of serving as vehicular access to abutting property.

Section 2-58. Street, Arterial. A street, freeway, expressway and arterial, as shown in the comprehensive plan.

Section 2-59. Street, Private. A nonpublic roadway shown as an easement on an approved site plan or approved with a subdivision plat under this ordinance. However, driveways providing access from a public street or private roadway to a single lot, may be considered as driveways. Such driveways shall be reviewed in accordance with the adopted driveway design standards on file in the Permits and Inspections Division.

Section 2-60. Subdivider. Any person, group, corporation, partnership, or other entity, or any agency thereof, dividing or proposing to divide land so as to constitute a subdivision.

Section 2-61. Subdivision. The division of a lot, tract, or parcel of land into two or more lots, sites, or other divisions of land for the purpose, whether immediate or future, of ownership or building development, except that the division of land shall not be considered a subdivision

when the smallest parcel created is more than ten acres in area.

Section 2-62. U.S.G.S. United States Geological Survey.

Section 2-63. Zoning Ordinance. The Zoning Ordinance of the City of Bellevue, as amended.

CHAPTER 3

PRELIMINARY PLATS

Section 3-1. Preliminary Plat Procedures. All preliminary plats shall be prepared in conformance with the provisions of this ordinance and in conformance with the Bellevue Comprehensive Plan. The Subdivider shall be responsible for such conformance.

Section 3-2. Preapplication Meeting. A preapplication meeting between the applicant or their representative, the Planning Department and other city departments will be required prior to the submission of an application for approval of a preliminary plat. No application for preliminary plat will be accepted by the Planning Department until after the preapplication meeting. Preapplication meetings should be scheduled through the Planning Department. The purpose of the preapplication meeting is to review policies, procedures and forms required by the City of Bellevue and to discuss the applicant's request. The applicant shall provide the following minimum information as part of a conceptual review sketch plan:

1. The proposed layout of streets, lots, and utilities in relation to existing streets, utilities, topography, and other conditions;
2. A general location map showing the proposed subdivision and its relationship to existing abutting subdivisions and community facilities in the area, such as streets, alleys, schools, parks, commercial areas, and other data supplementing the plans which outline or describe all of the proposed development as it relates to existing conditions;
3. Existing zoning and land use of the abutting properties and the existing and/or proposed zoning and land use of the subdivision; and
4. Any proposed exceptions to the language of the standard form subdivision or development agreement. The applicant should obtain a copy of the standard form agreement from the Planning Department and submit only those sections proposed for revision.

Section 3-3. Application. An application for a preliminary plat shall be submitted to the Planning Department. The following (with the exception of the fee) shall be submitted in electronic format with the application:

- (1) Application fee.
- (2) A copy of the plat, drainage plan, grading plan, and street profiles emailed to the Planning Manager.
- (3) Written statement listing all owners of record of the land being subdivided.
- (4) Written statement listing all waivers being sought in accordance with Sections 8-1 through 8-3 of this ordinance as well as a statement of the justification.
- (5) A written statement outlining proposed erosion and sedimentation control measures as well as proposed plans for drainage channel stabilization.
- (6) Financial data showing the cost of all public improvements within a proposed Sanitary and Improvement District, including a breakdown of the portion to be specially assessed and generally obligated, and an estimate of the total valuation after development. This shall include a tentative schedule for the expenditure of funds.

(7) A traffic impact analysis as may be required at the discretion of the City Engineer.

(8) A phasing schedule for both construction and costs if the project is to be developed in phases. Phase lines shall be delineated on the plat.

(9) One copy of the proposed covenants, if a homeowner's association is to be formed, for the control and maintenance of common facilities or land.

(10) A statement of any proposed exceptions to the language of the standard form subdivision or development agreement.

(11) A statement of estimated costs and financial assumptions for any possible S.I.D. connection fees.

(12) Any other supplemental information as may be deemed necessary by the Planning Manager.

(13) Upon approval, a computer automated drafting (CAD) file shall be submitted to the Planning Manager.

Section 3-4. Application Acceptance or Refusal. Upon filing the preliminary plat, the Planning Department shall review the plat to ensure all supplemental data as required in Sections 3-3 and 3-13 has been provided. The Planning Department shall have the right to refuse the filing of the plat should the required supplemental data not be shown or presented unless otherwise instructed by the Planning Manager.

Section 3-5. Planning Department Review. Upon acceptance of the application for preliminary plat, the Planning Department shall distribute one copy of the preliminary plat, with request for comments to other city departments and other governmental agencies who are directly concerned with the proposed subdivision. These departments or agencies shall, within fifteen days from receipt of a copy of the preliminary plat and accompanying data, file with the Planning Manager its approval of said plat or a report indicating in what manner such preliminary plat does not conform to the city's regulations and/or other agencies rules and regulations.

Section 3-6. Planning Department Review. Within thirty days from the filing of the preliminary plat, the Planning Manager shall notify the subdivider in writing of the findings of the review and the recommendations of the various departments and the manager's own review of the design of the subdivision and shall designate the revisions which will be required under the provisions of this ordinance before approval of the preliminary plat is to be recommended.

- (1) If the recommendation is for disapproval, the Planning Manager shall submit to the subdivider a statement of the reasons for such recommendation and indicate the revisions necessary to secure a recommendation of approval.
- (2) The recommendation of approval of the preliminary plat by the Planning Manager does not constitute an approval of the subdivision.
- (3) Following the recommendation of the Planning Manager, the subdivider shall file a written response indicating agreement or disagreement with the revisions necessary to secure a recommendation of approval and an electronic copy of the revised plat and requested documents shall be emailed to the Planning Manager. The response and preliminary plat are to be submitted in accordance with the Uniform Review Schedule.

Section 3-7. Planning Commission Review. All applications for preliminary plat approval will require the applicant or his/her representative to appear before the Planning Commission for the purpose of explaining the request. The Planning Commission will hold a Public Hearing to consider the application for preliminary plat of which notice is given by mailing a letter of notification to each property owner of record located within 300 feet of the site and by posting

a sign on the property at least ten (10) calendar days prior to the meeting. In reviewing the preliminary plat, the Planning Commission shall consider the following:

- (1) Conformity with the Comprehensive Plan, Zoning Ordinance, and this ordinance.
- (2) Any recommendations of the Planning Manager and/or other reviewing agencies in Section 3-5 of this ordinance
- (3) Comments received during public hearings.

Section 3-8. Planning Commission Action. The Planning Commission shall, within a reasonable time, act on the plat. Planning Commission action shall be expressed by a recommendation of approval or disapproval made to the City Council. An approval recommendation shall include stated conditions of such approval. A disapproval recommendation shall state the Planning Commission's reason for disapproval. After the Planning Commission recommendation has been made, the preliminary plat shall be forwarded to the City Council by the Planning Department.

Section 3-9. Reasonableness of Time. If the Planning Commission is not prepared to act on the application at the public hearing, the Planning Commission may vote to continue the request to a second public hearing. If the Planning Commission is not prepared to act by the second Public Hearing, the subdivider may request the Planning Commission to approve or deny the application so as to permit a hearing before the City Council at the earliest legal date possible.

Section 3-10. Allowance of Planning Commission Hearing Continuance. Continuances may be authorized by the Planning Commission.

Section 3-11. City Council Action. The preliminary plat presented to the City Council shall be substantially identical to the plat acted upon by the Planning Commission. City Council approval of the preliminary plat shall not constitute an acceptance of the plat but shall be deemed an expression of approval of the layout submitted, and an authorization to proceed with the preparation of the final plat.

Section 3-12. Preliminary Plat Time Limit. Approval of the preliminary plat shall become void one (1) year from the date of City Council approval if a final plat has not been submitted for review on all or part of the subdivision. One (1) year extensions may be granted by the City Council upon receipt by the Planning Department of a written request by the subdivider and upon submittal of the required fee prior to the preliminary plat expiration date.

Section 3-13. Preliminary Plat Information. A preliminary plat shall be based on a legal description of the property as shown by the land records in the office of the Register of Deeds. A preliminary plat shall meet the design standards set forth in these regulations. Plats shall be at an adequate scale to clearly show all necessary information and in no case smaller than one-inch equals two-hundred feet (1" = 200'). A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements, or street rights-of-way. The following information shall be included on the preliminary plat:

- (1) Name of subdivision.
- (2) Name of subdivider, engineer, landscape architect, or surveyor.
- (3) Scale specified and bar scale.
- (4) North point and date.
- (5) Location, widths and names of proposed and abutting streets, alleys, pedestrian ways and easements, as well as the layout, numbers and approximate dimensions of proposed lots and blocks.
- (6) All existing lots and structures upon and within two hundred (200) feet of the tract to be subdivided. Aerial photo data confirmed in the field is sufficient for the describing of off-tract structures.
- (7) Existing and proposed sanitary sewers, storm sewers, water mains, culverts, or

other underground structures within the tract and immediately adjacent thereto. If water mains and sewers are not on or adjacent to the tract, direction and distance to nearest ones shall be shown, including preliminary invert elevations of sewers, based on U.S.G.S. Datum. Preliminary storm sewer and preliminary sanitary sewer layout and computations shall be provided.

- (8) A tabulation of total acreage of the subdivision, number of lots for each zoning classification, and acreages designated to other uses.
- (9) Existing and proposed contours, drainage channels, and wooded areas shall be shown on the proposed subdivision with maximum intervals of five (5) feet. When the subdivision exceeds ten (10) acres in area, contains unique conditions or unusual topographical features, closer contour lines may be required by the City of Bellevue. The datum plan for benchmark elevations and contours shall be based on U. S.G.S. Datum.
- (10) A vicinity map showing the geographic relationship of the proposed subdivision to the surrounding street system. Vicinity maps shall be prepared at a scale of no smaller than one (1) inch equals two thousand (2,000) feet.
- (11) An electronic copy emailed to the Planning Manager of centerline profiles of proposed streets showing percentages of grades and length of vertical curves.
- (12) Documentation the owner or owners of any downstream sanitary sewer facilities (i) have been notified of the proposed development's intent to connect to the sanitary sewer system, and (ii) have come to an agreement with the proposed development for any required tap in fees.

Section 3-14. Application Termination. At the discretion of the Planning Manager, if any case is determined to be inactive due to lack of sufficient progress, the file will be closed and any subsequent action or consideration shall be made as part of a new request.

CHAPTER 4

FINAL PLATS

Section 4-1. Final Plat Procedures. The final plat shall conform to the preliminary plat as approved and may be comprised of only that portion of the approved preliminary plat which the subdivider proposes to record and develop at the time.

Section 4-2. Application. An application for a final plat shall be submitted to the Planning Department in accordance with the submittal deadline established by the Uniform Review Schedule which is adopted annually by the Planning Commission. The following (with the exception of the fee) shall be submitted in electronic format with the application:

- (1) Application fee.
- (2) A copy of the plat emailed to the Planning Manager.
- (3) Written statement listing all owners of record of the land being subdivided.
- (4) Written statement listing all waivers being sought in accordance with Sections 8-1 through 8-3 of this ordinance as well as a statement of the justification.
- (5) Unless otherwise approved by the City Administrator, a subdivision agreement, approved as to form by the City Attorney, shall be submitted with the final plat application for all subdivisions which include the installation of public improvements. Subdivision agreements will be processed concurrently with the final plat and will require the approval of the City Council prior to the letting of any contracts for the construction of public improvements as provided in Section 7-14 of this ordinance.
- (6) Any other supplemental material as specified in this ordinance.
- (7) Upon approval, a computer automated drafting (CAD) file shall be submitted to the Planning Manager.

Section 4-3. Application Acceptance or Refusal. Upon submittal of the final plat, the Planning Department shall review the plat to ensure all supplemental data required in Sections 4-2 and 4-12 has been provided. The Planning Department shall have the right to refuse the submittal of the plat should the required supplemental data not be shown or presented unless otherwise instructed by the Planning Manager.

Section 4-4. Planning Department Review. The Planning Secretary shall distribute one (1) copy of the final plat along with a request for comments, to be returned within seven (7) working days, to each of the following:

- (1) Public Works Director
- (2) City Engineer
- (3) Sarpy County Engineer, only if the plat is to be located outside the city's corporate limits.
- (4) The Bellevue School District, except as provided in Section 4-5 of this ordinance.

Section 4-5. School District Notification. If the plat is in territories that are within the Papillion/LaVista School District, Omaha Public School District, or the Springfield/Platteview School District, the Planning Secretary shall notify the appropriate school district and the Bellevue School District of the date of final plat filing. In addition, the Planning Secretary shall forward a copy of the plat to the affected school districts.

Section 4-6. Planning Commission Review. In reviewing the final plat, the Planning Commission shall consider the following:

- (1) Conformity with the Zoning Ordinance and the preliminary plat.
- (2) Any recommendations of the Planning Manager and/or other reviewing agencies in Section 4-4 of this ordinance.

Section 4-7. Revision Submission Requirements. In the event that the applicant is required by the reviewing staff to make revisions to their final plat prior to action from the Planning Commission, the following shall be submitted:

- (1) An electronic copy of the revised plat emailed to the Planning Manager.

Section 4-8. Planning Commission Action. The Planning Commission shall, within a reasonable time, act on the plat. Planning Commission action shall be expressed by a recommendation of approval or disapproval to the City Council. If the recommendation is for disapproval, the Planning Commission shall state the reasons. After the Planning Commission recommendation has been made, the final plat shall be forwarded to the City Council by the Planning Department.

Section 4-9. City Council Action. The final plat presented to the City Council shall be identical to the plat acted upon by the Planning Commission. Upon approval of the final plat by the City Council, a certificate of approval by the Planning Commission and by the Mayor and City Council shall be signed by the Chair of the Planning Commission, Mayor, and City Clerk.

Section 4-10. Approved Final Plat Filing. Upon completion of Section 4-9 of this ordinance, the subdivider shall file four (4) reproducible mylars of the plat as follows:

- (1) Four (4) reproducible mylars (18" x 24" minimum) to be stamped by the Register of Deeds and routed as follows:
 - (a) One (1) to the Bellevue Planning Department;
 - (b) Two (2) to the Sarpy County Register of Deeds (one for their file and one to be routed to the Sarpy County Public Works Department); and
 - (c) One (1) to remain with the applicant. (*Ord. No. 3882, September 11, 2017*)

Section 4-11. Final Plat Time Limit. Approval of the final plat shall become null and void ninety (90) days from the date of City Council approval if the subdivider does not file the final plat with the Register of Deeds as provided in Section 4-10 of this ordinance. It shall be the responsibility of the subdivider to furnish the Planning Department documentation of compliance within the ninety (90) day period. A thirty (30) day extension may be granted by the City Council upon written request of the subdivider and submittal of the required fee.

Section 4-12. Final Plat Information. The subdivider shall prepare and submit a final plat at a scale of not less than one-inch equals one hundred feet (1" = 100'). The plat shall be prepared under the supervision of and certified by a registered State of Nebraska land surveyor. The plat, including all signatures, shall be drawn with permanent black ink on reproducible mylar. Information on the final plat shall include:

- (1) Name of subdivision and location by Section, Township, and Range.
- (2) North arrow and bar scale.
- (3) Descriptive boundaries of the subdivision based on an accurate traverse giving angular and linear dimensions and shown by heavy dashed lines, and the location of section and quarter section lines in relation to the plat. Any boundary line along a horizontal curve shall be described by long chord and bearing, as well as by radius, direction (left or right), and arc distance. The exterior boundary traverse closure with a maximum allowable error of closure on any portion of the final plat shall be one (1) foot in ten thousand (10,000) feet.
- (4) The exact location and layout of lots, streets, centerlines, rights-of-way, alleys and other public grounds, with accurate dimensions in feet and decimals of feet, interior angles or azimuth, length of radii and/or arcs of all curves, and with all other information necessary to reproduce the plat on the ground, together with the names of the streets, and lots and block numbers.
- (5) Location, use, and width of all required easements. Perpetual easements shall be granted to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under, and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid or rights herein granted.
- (6) Location and description of monuments.
- (7) Certificate signed by a land surveyor registered in the State of Nebraska, which contains the legal description of the land included in the plat and all necessary explanations of dimensions and references to monuments to supplement the figures on the plat itself. Said certificate shall state that a ground survey has been made and that the monuments have been placed as shown on the plat, or the subdivider shall provide a renewable staking bond on a form approved by the Bellevue City Attorney and filed with the Planning Department to ensure the monuments will be established within one (1) year of the filing of the final plat. The one-year staking bond may be renewed not to exceed three (3) years total.
- (8) Dedication form and certificate signed and acknowledged before a Notary Public by all parties having any recorded interest in the land subdivided, consenting to

the plat including dedication of all streets, alleys, and public ways and dedication of parks or other public grounds, and granting any necessary or required easements.

- (9) Certificate signed by the County Treasurer stating there are no regular or special taxes due or delinquent taxes against the property described in the plat.
- (10) Certificate for the submittal of a recommendation by the Planning Commission to be signed by the Chairman or Acting Chairman.
- (11) Certificate for the approval of the City Council to be signed by the Mayor or Acting Mayor and attested by the City Clerk. The certificate shall include the ninety (90) day deadline date for final plat filing.
- (12) Certificate signed by the County Engineer/Surveyor stating he/she has reviewed the plat.
- (13) Data block provided on the plat or a separate submission showing the calculations of square footage per lot, for use by the County Assessor.

CHAPTER 5

SMALL SUBDIVISIONS

Section 5-1. Small Subdivision Defined. For purposes of this chapter the subdivider may be eligible to seek subdivision approval as a Small Subdivision if the following conditions are met:

- (1) The subdivision does not contain more than three (3) lots, except as provided for in subparagraph (4) below.
- (2) The subdivision fronts on an existing street, does not involve any new street or road, or the extension of municipal facilities or the creation of any public improvements.
- (3) The subdivision does not adversely affect the remainder of the parcel or adjoining property.
- (4) The subdivision may contain more than three (3) lots if in the opinion of the Planning Manager the information listed in Chapter 3, Preliminary Plats, is not required or has been submitted previously.

Section 5-2. Administrative Approval. The Planning Manager or designee shall have the right to approve small subdivision plats in compliance with Section 5-1 of this ordinance. The Planning Manager or designee may approve a small subdivision plat if the following conditions are met:

- (1) The Public Works Director or Engineer has affixed their signature to the plat.
- (2) The subdivision is not in conflict with any provisions or portion of the Comprehensive Plan, Zoning Ordinance, or these regulations.
- (3) The subdivision would not require the vacation of any occupied utility easements.
- (4) In the opinion of the Planning Manager the subdivision would not require the dedication of additional public right-of-way.
- (5) The parcel has not been previously denied replatting by the City Council.
- (6) The subdivision would not allow a duplex or multi-family development on land previously platted for single family development.
- (7) The subdivision primarily involves a change in interior lot boundaries. Exterior lot boundaries may be changed only by dedication or vacation of a public right-

of-way following hearings before the Planning Commission and City Council.

Section 5-3 Small Subdivision Application for Administrative Approval. An application for small subdivision administrative approval shall be submitted to the Planning Department. A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way. The following shall be submitted with the application:

- (1) Application fee.
- (2) An electronic copy of the plat to be emailed to the Planning Manager.
- (3) Information as required under Section 4-12 and Section 5-6 of this ordinance.

Section 5-4. Administrative Review. Upon filing, the Planning Department shall forward the application, copies of the plat and supplemental information, with a request for comments in seven (7) working days from the following:

- (1) Public Works Director or Engineer
- (2) Applicable school district in accordance with Section 4-4 (4) and 4-5 of this ordinance.

Section 5-5. Administrative Action. The Planning Manager or designee shall approve or disapprove the plat within ten (10) working days of the filing date. In the event of disapproval, the Planning Manager shall give the subdivider a written statement of reasons for the disapproval.

Section 5-6. Administrative Certificate of Approval. In lieu of Sections 4-12 (10) and 4-12 (11) of this ordinance, plats eligible for administrative approval shall include certificates of approval to be signed by the Public Works Director or Engineer, and Planning Manager or designee. Upon receiving administrative approval, the plat shall be filed with the Register of Deeds in accordance with Section 4-10 and Section 4-11 of this ordinance.

Section 5-7. Appeal of Administrative Disapproval. The subdivider has the privilege of requesting Planning Commission and City Council review and approval in accordance with Section 5-8 of this ordinance if the Planning Manager or designee has disapproved the plat or has not taken action within ten (10) working days of filing the plat.

Section 5-8. Planning Commission and City Council Review and Action. If the plat does not qualify for administrative approval or has been disapproved by the Planning Manager or designee, an application for Small Subdivision shall be submitted in accordance with Sections 4-2 through 4-12, Final Plats, of this ordinance.

Section 5-9. Small Subdivision Plat Information. The Small Subdivision Plat shall be prepared in accordance with the Final Plat standards in Section 4-12 of this ordinance. A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way.

Section 5-10. Approved Small Subdivision Plat Filing. Upon completion of Section 5-6 or 5-8 of this ordinance, the subdivider shall file four (4) reproducible mylars of the plat as follows:

- (1) Four (4) reproducible mylars (18" x 24" minimum) to be stamped by the Register of Deeds and routed as follows:
 - (a) One (1) to the Bellevue Planning Department;
 - (b) Two (2) to the Sarpy County Register of Deeds (one for their file and one to be routed to the Sarpy County Public Works Department); and
 - (c) One (1) to remain with the applicant.

CHAPTER 6

MINIMUM DESIGN STANDARDS

Section 6-1. General. No subdivision plat shall be approved unless it conforms to the minimum design standards in this chapter.

Section 6-2. Streets and Alleys.

(1) The arrangements, classification, extent, right-of-way, paving width, grade and location of all streets shall conform to the Comprehensive Plan and Section 6-4 of this ordinance and shall be designated in relation to existing and planned streets, topographic conditions, public convenience and safety, and the proposed uses of the land to be served by such streets.

(2) Any newly constructed street or completely reconstructed street must be designed and constructed to (i) provide for the safety and convenience of all users of all ages and of all abilities: pedestrians, bicyclists, transit users, and motorists; and (ii) address the needs of all users both along roadway corridors and crossing the corridors.

(3) Where such is not shown in the Comprehensive Plan, the arrangement of streets in a subdivision shall:

- (a) Provide for the continuation of existing principal streets in surrounding areas.
- (b) Conform to a plan for the neighborhood approved or adopted by the City of Bellevue to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable.
- (c) Conform to any other plan approved by the city which identifies the street classification system or arrangement of streets.

(4) Local streets shall be so laid out that their use by through traffic will be discouraged.

(5) Where a subdivision abuts or contains an existing or proposed major street or highway, the city may require frontage roads abutting the major street or highway, or such other treatment as may be necessary for adequate protection of residential properties and for separation of through and local traffic.

(6) Street intersections with centerline offsets of less than one hundred and twenty-five (125) feet shall only be allowed upon the approval of a waiver under Chapter 8 of this ordinance.

(7) When the centerline of the streets extended deflect at any one point with a deflection angle of more than five (5) degrees, they shall be connected by a horizontal curve.

(8) Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than sixty (60) degrees.

(9) Half streets shall be prohibited.

(10) The following values shall be used for the purpose of determining average daily traffic (ADT) for streets associated with different housing types:

- (a) Single-family detached homes - 6.0 trips per dwelling unit per day.
- (b) Group or Townhouses - 5.0 trips per dwelling unit per day.
- (c) Apartments 1 to 4 stories - 4.0 trips per dwelling unit per day.
- (d) Apartments over 4 stories - 3.0 trips per dwelling unit per day.

- (11) The right-of-way widths, pavement widths (back-to-back of curb), street grades, and the sight distance for streets and alleys in any subdivision shall conform to Section 6-4 of this ordinance
- (12) Street widths in subdivisions with building front yard setbacks less than twenty (20) feet shall provide for parking on both sides of the street.
- (13) Cul-de-sac streets shall not exceed six hundred (600) feet in length and shall be provided at the closed end with either an off-set or symmetric circular turnaround having an outside pavement diameter of at least seventy-five (75) feet and a right-of-way diameter of one hundred (100) feet. Cul-de-sac approach and return radii shall not be less than sixty-two and one-half (62½) feet for pavement and fifty (50) feet for rights-of-way.
- (14) The horizontal alignment of all streets shall be governed by sight distance and speed but shall not be less than that shown in Section 6-4 of this ordinance.
- (15) No street grade shall be less than one-half (½) of one (1) percent, nor greater than ten (10) percent.
- (16) Permanent dead-end streets shall be prohibited.
- (17) Intersections of more than two (2) streets shall be prohibited.
- (18) Alleys shall be prohibited in residential districts. Alleys may be provided in commercial and industrial districts.

Section 6-3. Private Streets.

- (1) Connections to Public Streets. The private street system shall provide convenient and reasonable access to each dwelling unit, lot, commercial or community building and adjacent property from the public street system.
- (2) Maximum Block Length. Shall comply with Section 6-6 (1) of this ordinance.
- (3) Roadway Specifications.
 - (a) Private streets shall be at least twenty-five (25) feet in width and have either an integral curb or combination curb and gutter.
 - (b) Private streets shall be surfaced with Portland cement concrete and shall be not less than 7" thick.
- (4) Private Street Easements. Private street easements shall be required to be a minimum of five (5) feet wider on each side of the paved surface. The easement shall be granted to the adjoining lot owners and the developer shall demonstrate the mechanism by which its perpetual maintenance shall be the responsibility of the adjoining owners.
- (5) Setbacks. Setbacks which are required for any building or structure shall be measured from the nearest edge of the private street easement.
- (6) Parking. Where vehicles back out onto the private street, a minimum of twenty (20) feet shall be provided between the nearest edge of the parking stall or garage and the edge of the private street.
- (7) Traffic Signs. All traffic signs and pavement markings along the private street shall conform to the City of Bellevue requirements.
- (8) Maintenance. Private streets which are granted by an easement to the adjoining lot owners shall be the maintenance responsibility of those owners and shall not become the responsibility of the city upon annexation.

Section 6-4. Street Design Standards.

STREET DESCRIPTION	CUL-DE-SAC	PRIVATE STREET	LOCAL STREET	COLLECTOR	MINOR ARTERIAL	MAJOR ARTERIAL
Service	Very Light Local No Thru Traffic	Very Light Local No Thru Traffic	Light Local	Local Thru	Local Thru	Thru Traffic
ADT	0 - 75	0 - 75	75 - 1000	1000 - 4000	4000 - 8000	8000 ⁺
Design Speed	15 mph	15 mph	25 mph	25 mph	25 - 35 mph	35 mph ⁺
Minimum Sight Distance	75'	75'	150	200'	250'	*
Maximum Street Slope	10%	10%	10%	10%	8%	*
Minimum Centerline Radius on Horizontal Curves	100'	100'	150'	300'	500'	*
Right-of-Way	50'	35' ^{**}	50'	60'	80'	^{***}
Pavement Width	25'	25'	25'	32'	36'	*
Concrete Pavement Thickness Residential Streets	7"	7"	7"	9"	9"	*

*Standards for major arterial streets will be set by county or state highway officials.

**Easement width

***Additional right-of-way required: 100' for section line roads; 80' for half section line roads.

Section 6-5. Right-of-Way Easements. The width of easements in relation to depth below grade of the sanitary sewer and storm sewer pipes shall be a minimum of two (2) to one (1), but in no event less than fifteen (15) feet, unless otherwise approved by the City Engineer, and shall be provided along the rear and side property lines wherever possible. Where a subdivision is traversed by a water course, drainageway, channel, or stream, there shall be provided a storm water or drainage easement of such a width to provide adequate water flow and maintenance. Parallel streets, walkways or bridges may be required in connection with such drainage easement.

Section 6-6. Block Width and Length. Subdivision blocks shall conform to the following standards:

- (1) Block length shall not exceed 1,320 feet. The length of blocks shall be considered to be the distance from street centerline to opposite street centerline and shall be measured along the center of the block.
- (2) Pedestrian walkways not less than ten (10) feet wide may be required at or near the center of blocks longer than five hundred (500) feet where such walkways are

deemed to be essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, or other community facilities.

(3) The width of blocks shall generally be sufficient to allow two (2) tiers of lots and be at least two hundred and forty (240) feet in width.

Section 6-7. Lot Standards. Subdivision lots shall conform to the following minimum standards:

- (1) Lot dimensions and area shall conform to the requirements of the zoning ordinance.
- (2) Platting of lots for multiple family commercial and industrial purposes shall include adequate space for off-street parking, service areas, service access, or frontage access roads.
- (3) Satisfactory access from a public street or recorded access easement shall be provided for all lots. Access driveways shall be positioned in accordance with the Typical Driveway Layout Standards on file in the Public Works Department.
- (4) Through lots shall only be allowed upon the approval of a waiver requested under Chapter 8 of this ordinance.
- (5) Corner lots shall be of extra width sufficient to maintain building lines of both streets as required in the zoning ordinance.
- (6) Side lot lines shall be approximately at right angles or radial to street lines.
- (7) Excessive depth in relation to width of lots over three (3) to one (1) shall only be allowed upon approval of a waiver requested under Chapter 8 of this ordinance.
- (8) Flag lots shall be avoided except where development cannot be reasonably accomplished without their use.
- (9) Larger than normal lots or parcels shall be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision with provision for adequate utility connections for such resubdivision. Dedication of easements or public right-of-way for future openings and extensions of such streets may be required.
- (10) Residential lots fronting on an arterial street shall only be allowed upon approval of a waiver requested under Chapter 8 of this ordinance. When established, access restrictions shall be noted on the plat.
- (11) Slopes altered through cut and/or fill operations shall not exceed a 3:1 ratio unless approved stabilization structures are used.

CHAPTER 7

CAPITAL IMPROVEMENTS

Section 7-1. General. The method and financing by which public improvements are installed in a subdivision is a matter of mutual concern to the subdivider and the city. These improvements become permanent features of the community and could be a great financial burden to the subdivider and a continual excessive maintenance cost to the city. It is the intent of this ordinance to provide for adequately sized, properly located, and properly installed improvements through the prescribed rules and standards of this ordinance. The subdivider shall construct and install the improvements in accordance with the City of Bellevue standards for construction plans and specifications.

Section 7-2. Lot Staking. The following described monuments shall be installed before plat approval, or in lieu thereof a performance bond, in an amount equal to the cost of doing such work, as determined by the City Engineer, shall be furnished to the City of Bellevue:

- (1) Lot corners, all points of curvature, points of tangency, and corners of blocks

shall be monumented by iron rods not less than one half inch in diameter or iron pipes not less than three-fourths inches in diameter extending at least twenty-four (24) inches below grade.

Section 7-3. Streets.

(1) Street Grading: All full width streets located entirely within the boundary of the subdivision, except major streets as noted, shall be graded to the full width to within six (6) inches of the finished grade. Such grading shall be completed or in lieu thereof a performance bond in an amount equal to the cost of doing such work shall be furnished to the City of Bellevue before the City Engineer certifies to the Council that required improvements have been satisfactorily arranged for.

(2) Street Surfacing: The streets shall be paved including integral curbs in accordance with street paving standards as approved by the city.

(3) Street Lighting: For residential streets, lamps shall be 100-watt high pressure sodium sources or equivalent or higher efficiency sources. Poles shall generally have a 25-foot mounting height and be placed at street intersections and mid-block with normal interval spacing of 240 feet. Reductions to this standard may be required by the Street Superintendent, after consultation with OPPD, when warranted by the layout or design of the subdivision in order to meet Illuminating Engineering Society (IES) standards for street lighting. Subdividers are encouraged to consider installation of higher efficiency or lower cost alternatives to street lighting, such as LED lights, provided such alternatives are approved by the Street Superintendent and OPPD. For all other streets, lighting shall be installed in accordance with standards adopted by OPPD after review and approval by the Street Superintendent.

Section 7-4. Storm Sewers or Drainageways. The subdivider shall be required to provide for adequate drains, inlets, manholes and other facilities to provide for the adequate removal of all surface drainage in conformance with the city's design criteria. Where the subdivision is located within a larger drainage area, the subdivider is required to install the storm drains to adequately handle the additional areas upstream.

Section 7-5. Sidewalks. For subdivisions approved prior to May 9, 2017 or subsequent replats, a concrete sidewalk shall be provided within the dedicated right-of-way in accordance with the regulations in place at the time the subdivision was approved. For subdivisions approved on or after May 9, 2017, a concrete sidewalk shall be provided within the dedicated right-of-way with a minimum width of five (5) feet and located at least 6.5 feet back of the street pavement.

Sidewalks shall be provided at the following locations:

- (1) Both sides of a paved street within the subdivision.
- (2) Parallel to any streets abutting and/or running along the outer perimeter of the subdivision.

Section 7-6. Sanitary Sewers. Where a city approved sanitary sewer is accessible by gravity flow within one thousand (1,000) feet of the final plat, the subdivider shall connect thereto and provide adequate sewer lines and stubs to benefit each lot. Where the trunk line outfall sanitary sewer line along the Papillion Creek is accessible by gravity connection and is within one mile of the subdivision, the developer shall be required to connect thereto and provide an adequate outfall sewer line sized to serve the total drainage area in which the subdivision is located. Where the Papillion Creek trunk line outfall sanitary sewer line is substantially more than one mile, or where any other city approved sanitary sewer is more than one thousand (1,000) feet, or where a city approved sanitary sewer is not accessible by gravity flow, the subdivider shall make provisions for the disposal of sewage as required by law and as approved by the city. Temporary disposal facilities may be approved under the following conditions:

- (1) The temporary facility shall only be approved and sized for that subdivision. No further addition or enlargement to the facility may be undertaken to serve any

other subdivision or additions to that subdivision without approval of the city.

(2) The subdivider and any Sanitary and Improvement District formed shall, by agreement with the City of Bellevue, agree that if and when a city approved sanitary sewer line is constructed within 1,000 feet of the subdivision and while the subdivision is within a Sanitary and Improvement District, then the Sanitary and Improvement District shall connect to the sewer line and disconnect from the temporary facility which will be discontinued and eliminated by the Sanitary and Improvement District as approved by the city.

(3) Where any City of Bellevue approved sanitary sewer is not readily available for connection, but there are plans for availability requiring connection, the subdivider and/or any Sanitary and Improvement District formed may be required by agreement to pay or prepay, depending upon availability, any sewer connection fee or fees required by the city to be assessed against each property or lot to be served by the sewer prior to the approval of the final plat. The fees paid to the city will be used as the subdivision's share towards the construction of an outfall sewer main and/or towards the necessary improvement or enlargement of any treatment plant.

(4) Whenever the sanitary sewer of a subdivision is connected to the city approved sewer system, the City of Bellevue may collect any applicable rental or use charge or fees from the users in the subdivision or Sanitary and Improvement District and such charge shall be a lien upon the property served. If the city's charge is not paid when due, such sum may be recoverable by the city in a civil action or it may be assessed against the property as special taxes or assessments levied by the city, and upon the deliverance of a certified copy of an ordinance by the city clerk to the county treasurer, the county shall collect the same as provided by law and return same to the City of Bellevue.

(5) Whenever the main collector sewer line serving the subdivision within its boundaries is required to be more than eight (8) inches in diameter because it is designed to serve a greater area than the subdivision, the subdivider shall only be responsible for the cost of an eight (8) inch diameter sewer line.

Section 7-7. Electrical Power, Water, and Gas Mains. The subdivision shall be provided with adequate electrical, gas, and water supply systems. The water mains shall be connected to an approved water supply system. Water, gas, and electrical distribution installation shall meet the standards and specifications of the city or respective utility company.

Section 7-8. Public Facilities and Open Space.

(1) Where a tract of land that is being subdivided includes, land proposed to be used for parks and other public facilities under the duly adopted Comprehensive Plan of the city, the subdivider shall indicate the location of such areas on the preliminary plat. Such sites may be purchased within two years of the recording date of the subdivision by the city or the Sanitary and Improvement District at a negotiated value or at a value determined in the same manner as required by the power of eminent domain, plus one-half of the cost of grading, utilities, and paving, including curbs of the portion of any streets that are contiguous to the site, plus other approved special assessments. Should such site not be approved and purchased in the time specified, the subdivider may request replatting for the purpose of resale. Said site shall be zoned initially to allow uses comparable with land contiguous to it in case it is not purchased within said two (2) year period.

(2) Where a tract of land is being subdivided includes, land proposed to be used for a future school site under the adopted Comprehensive Plan of the city, the subdivider shall indicate the general location of such areas on the preliminary plat. School sites are to be reserved for three (3) years giving the appropriate school district the right to purchase the land at a negotiated value or at a value determined in the same manner as required by the Nebraska State Statutes for proceedings under the power of eminent domain, plus one-half the cost of grading, utilities, and paving, including curbs, of any streets contiguous to the site, plus other approved special assessments. Should the school site not be purchased in the time specified, the

subdivider may request replatting for the purpose of resale. Said school site shall be zoned initially to allow uses comparable with land contiguous to it in case it is not purchased for school within said three (3) year period.

Section 7-9. Other Improvements. The installation of other improvements may be required when deemed necessary in the best interest of the community.

Section 7-10. Erosion Control. The subdivider shall construct temporary terraces on slopes, temporary silting basins, swales and spillways, and energy dissipation structures to reduce erosion, sedimentation and damage to adjacent properties and public rights-of-way from surface drainage during subdivision development. The subdivider shall further be required to seed the areas covered by the subdivision to control erosion of areas disturbed by excavation and grading operations, including the installation of utilities.

Section 7-11. Sanitary and Improvement Districts. Where a subdivider plans to create a Sanitary and Improvement District (S.I.D.) to construct improvements in its subdivision, prior to the installation of any improvements, the plans for such improvements, other than for public parks, playgrounds, and recreation facilities, shall be submitted to the city for review and approval. Plans and exact costs for public parks, playgrounds and recreation facilities must be approved by Resolution of the City Council. Such approval shall relate to conformity with the Comprehensive Plan and the construction specifications and standards, if any, theretofore established by the city. In addition, the subdivider, the Sanitary and Improvement District, and the city, acting through its City Council, shall enter into any agreement or agreements necessary for water supply and distribution, sewage treatment or disposal, or other utility services. Such agreement shall also set forth the manner and extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specifically benefit property in the area to be specially assessed against the property of the subdivider. All such agreements shall be in substantial conformity to the established policy of the city relating to such items. The purpose of the agreements is to express the intent to develop the area in conformity to the Comprehensive Plan of development for the city.

Section 7-12. Sanitary and Improvement District Recreational Facilities. The Sanitary and Improvement District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds: in construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility, without express approval of the city.

Section 7-13. Subdivision Agreement. No contract for the construction of public improvements involving any subdivision outside of the corporate limits of the City of Bellevue shall be let, awarded, or otherwise consummated by the subdivider unless first entering into a formal subdivision agreement between the City of Bellevue, the subdivider, and/or the Sanitary and Improvement District concerning land acquisition for public improvements, minimum design for utilities, pavements, open spaces, recreation facilities, erosion and sedimentation control methods, both temporary and permanent, and assessments for the costs to be incurred as a general obligation by the Sanitary and Improvement District, development corporation, or other persons to be involved in the contract. The city will consider Sections 7-13 through 7-19 of this ordinance in entering a contractual agreement covering the assessment of costs for public improvements.

Section 7-14. Street and Sidewalk Financing. The method of financing the costs of streets and sidewalks shall be as follows:

- (1) Sidewalks shall be a special assessment against the property benefiting or shall be at the cost of the subdivider or property owner at the time of the development of individual platted lots.
- (2) Streets, including curb, of twenty-five (25) feet in width shall be a special assessment to the property benefitting. That portion of the pavement in excess of twenty-five (25) feet, excluding the curb, may be a general obligation.
- (3) Street intersections may be a general obligation, except that portion of "T" intersections abutting building lots shall be a special assessment against the property

benefiting.

(4) Street signs which conform to city standards may be a general obligation. Decorative, ornamental, or other signs not conforming to city standards, but have been approved by the city for use, shall be a special assessment against the property benefited.

(5) Street lighting which conforms to city standards may be a general obligation. Decorative, ornamental, or other street lighting not conforming to city standards, but which has been approved by the city for use, may be a special assessment against the property benefited.

Section 7-15. Storm Sewer Financing. Storm sewers, including manholes, inlets, and other appurtenances, shall be a general obligation.

Section 7-16. Sanitary Sewer Financing. The method of financing the costs of sanitary sewers shall be as follows:

(1) Sanitary sewers, including manholes and other appurtenances, of eight (8) inches or less in diameter shall be a special assessment of the property benefiting. That portion of the sanitary sewer over eight (8) inches in diameter except manholes and other appurtenances, may be a general obligation.

(2) Outfall sanitary sewer lines located outside the subdivision that are designed to serve a total drainage area larger than the subdivision may be a general obligation.

(3) Sanitary and Improvement District connection charges paid to other S.I.D.s may be a general obligation. Any additional connection charges shall be a special assessment against the property benefiting.

(4) Sewage treatment plants and lift stations designed to accommodate the total drainage area may be a general obligation.

(5) Sewage treatment plants and lift stations designed to accommodate the subdivision only shall be a special assessment against the property benefitting.

Section 7-17. Water System Financing. The method of financing the costs of the water distribution systems shall be as follows:

(1) Water distribution systems installed by an S.I.D. within the Metropolitan Utilities District (MUD) system shall be a special assessment against the property benefiting. That portion of the water distribution system outside the subdivision may be a general obligation.

(2) Water distribution systems not installed by an S.I.D. within the area served by the Metropolitan Utilities District system shall be financed by the subdivider in accordance with MUD policies.

Section 7-18. Gas System Financing. The method of financing the costs of the gas distribution system shall be as follows:

(1) Gas distribution systems located within a S.I.D. and the MUD or Black Hills Energy system shall be a special assessment against the properties benefiting. That portion of the gas distribution system outside the subdivision may be a general obligation.

(2) Gas distribution systems located within the city's corporate limits shall be financed by the subdivider in accordance with MUD or Black Hills Energy policies.

Section 7-19. Electric System Financing. The entire costs for the installation of the electrical power distribution system, including underground systems, shall be a special assessment against the property benefiting.

Section 7-20. Definitions. Unless the context shall otherwise require, whenever used in Sections 7-20 through 7-25 of these subdivision regulations, the following terms shall have the meaning ascribed to them in this Section 7-20. All other capitalized terms shall have the meaning ascribed to them in Chapter 2 of these subdivision regulations.

Boulevards/Parkways: Boulevards/Parkways are planned to provide pleasant vehicular routes

connecting roads to and through parks and natural areas, and serving new subdivisions and S.I.D.s, in part, visually unifying those newly developing areas, especially commercial areas, with established neighborhoods and parks and buffering industrial areas from residents and commercial enterprises. The Master Park Plan specifies the location of Boulevards and Parkways. These locations shall guide the general placement of all Boulevard/Parkways; however, minor location adjustments to accommodate traffic issues, topography or development limitations may be approved by the Public Works Department. The Master Park Plan provides standard design criteria for various configurations of Boulevards/Parkways, which shall apply unless otherwise approved by the Public Works Department.

Commercial Recreational Plan: The individual plan for proposed subdivisions approved by the City Council pursuant to Section 7-22, which provides for construction, development and improvement of those Trails/Special Corridors and Boulevards/Parkways that are contemplated by the Master Park Plan and, in some instances, open space, playgrounds, walkways, active/passive use areas and other appropriate recreational facilities and amenities intended to serve or to benefit the contemplated licensees, invitees, occupants, owners and tenants of the subdivision.

Community/Regional/Special Use Parks: Community/Regional Parks serve a broader purpose than Neighborhood Parks. Focus is on meeting recreational needs for a cluster of neighboring communities and perhaps the entire city. These parks may contain neighborhood and community play facilities, extensive active play/sports fields, recreational complexes ("rec-plexes") and aquatic centers as well as natural resource recreation such as hiking trails, equestrian activities, nature interpretation and other passive uses where the park provides an opportunity to preserve and enhance historic or natural resources. Organized sports leagues and teams will use different locations throughout a season, and historic and natural resource-based activities are dependent on unique features. Therefore, the locations of the Community and Regional Parks are not based on specific travel distance service standards. Instead, the city attempts to achieve "equitable accessibility" for area residents throughout the city. Special Use Parks are planned to provide the region with a high amenity open space. They are intended to be primarily passive use with grand open spaces and landscape vistas. They provide for large public gatherings for community events and contain signature features such as civic monuments and may serve as, or include city landmarks.

Cultural and Historic Sites: These sites contain features of important historical or cultural value that are desired to be protected and enhanced.

Interlocal Agreement: A written agreement between governmental subdivisions complying with statutory requisites.

Master Park Plan: The Master Park Plan for the city, as amended from time to time. The Planning Commission shall review the Master Park Plan at least once annually.

Natural Areas: These are areas containing significant natural resources such as wetland and native prairies that are desired to be protected and enhanced. These also include certain floodplain and other areas where, because of natural physical characteristics and other limitations that are not easily remediated, development may be restricted, and the area better preserved as natural greenbelts.

Neighborhood Parks: Planned to serve a specific residential neighborhood within an approximate six block (half mile) radius, Neighborhood Parks may be primarily passive in use, contain basic play facilities, landscape enhancements and open space. Some of these parks will contain active use recreational facilities, fields and other amenities that will serve or benefit the recreational requirements of residents of the subdivision. They should be generally located to allow for convenient and equal access by future neighborhood residents. Service standards based on anticipated population and on travel distance should provide the basis for locating park facilities. Future residential neighborhoods generally must allow for pedestrian connections to the park site with permanent easements. On occasion, Neighborhood Parks may serve residents of adjacent subdivisions or developments.

No Recreational Assessment: A written assessment to the City Council made and accepted pursuant to Section 7-21 or 7-22 when a Park Plan or Commercial Recreational Plan is not

appropriate for reasons contemplated by these subdivision regulations.

Other appropriate recreational facilities: Those recreational facilities and amenities, including Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors, that have been approved by the City Council in a Park Plan or Commercial Recreational Plan.

Park Development Fund: The Fund established by Section 7-24.

Park Plan: The individual plan for proposed subdivisions approved by the City Council pursuant to Section 7-21 which provides for the construction, development and improvement of parks, Trails/Special Corridors, Boulevards/Parkways and other appropriate recreational facilities and amenities.

Subdivision Agreement: An agreement between the city, the Developer and, if applicable, a duly created Sanitary and Improvement District for the development of land within or without the corporate limits of the city, requiring submission of a plat.

Trails/Special Corridors: The network of trails in a system that serves residents and businesses of Bellevue. The system is planned to emphasize safe travel for pedestrians walking and biking to and from parks and around the community. Focus is as much on transportation as it is on recreation and should therefore endeavor to connect residents and businesses to and through parks and Natural Areas, Cultural Areas and Sites and other points of interest, and to unify them as well with newly developing residential, commercial, and industrial areas. The Master Park Plan specifies the location of Trails/Special Corridors. These locations shall guide the general placement of all Trails; however, minor location adjustments to accommodate traffic issues, topography or development limitations may be approved by the Public Works Department, and with the approval of the City, may be integrated with similar systems developed by or in conjunction with other governmental subdivisions and agencies. The Master Park Plan provides standard design criteria for various configurations of Trails, which shall apply unless otherwise approved by the Public Works Department.

Urban Filter/Wildlife Corridors: These are areas planned along floodplains; they are planned to function as natural filters to urban runoff and serve as linear wildlife corridors.

Section 7-21. Residential Subdivisions; Park Plan; Exceptions. Unless waived by the City Council pursuant to its approval of a No Recreational Assessment submitted pursuant to this Section 7-21, every residential subdivision requiring submission of a preliminary plat shall include land to be designated for use as a Neighborhood Park (or a Community, Regional or Special Use Park, if contemplated by the Master Park Plan) and land to be designated for use as Trails/Special Corridors and Boulevards/Parkways to the extent such use is contemplated by the Master Park Plan. Each Neighborhood Park shall be of a size, location and configuration with open space, parking, playgrounds, walkways, active use and expansion areas and other appropriate recreational facilities and amenities that will serve or benefit residents of the proposed subdivision, applying sound park planning principles. The subdivider of any land for which a preliminary plat is required in accordance with Section 3 of these subdivision regulations and consisting of lots to be developed as single family or multi-family residential districts, shall at the time of submission of the preliminary plat, submit (a) a proposed Park Plan conforming to the Master Park Plan, or (b) a No Recreational Assessment, duly supported, concluding that a Park Plan is (i) inappropriate for the proposed subdivision because the configuration or other natural characteristics of the land within the subdivision renders the same impractical or cost prohibitive or (ii) unnecessary because the recreational needs of the proposed subdivision can be met by existing, or improvement to existing, neighboring recreational facilities, including City facilities; provided, however, such assessment shall then include the terms of a proposed Interlocal or similar agreement providing for the same, identifying the parties, the nature and location of such existing or proposed facilities, any conditions of use by residents of the new subdivision, the contribution to be made by the new subdivision toward development and maintenance of such facilities and other appropriate information to permit City to determine whether such facilities shall be sufficient to accommodate the recreational needs of the proposed subdivision and the affected neighboring communities. No such agreement shall be executed unless first approved by City Council. The proposed Park Plan and the No Recreational Assessment shall be prepared by a registered landscape architect or engineer.

(1) The proposed Park Plan shall identify the location of land, within or without the boundary of the subdivision, to be developed, dedicated or acquired for use as: a Neighborhood Park (or other Park contemplated by the Master Park Plan); those Trails/Special Corridors or Boulevards/Parkways contemplated by the Master Park Plan; and, other appropriate recreational facilities and amenities intended to be developed. It shall discuss the time, manner, means and nature of the development of the land for such purposes, together with allocated costs estimate for the acquisition and development of the same. It shall endeavor to take into consideration, applying sound park planning principles, the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors located within or adjacent to the subdivision and the presence of nearby existing or proposed Trails/Special Corridors and Boulevards/Parkways.

(2) The proposed Park Plan, or the alternative No Recreational Assessment, shall be reviewed by the City Planning Commission, which shall make its recommendation to the City Council concerning the same. A final Park Plan shall be approved, or the No Recreational Assessment shall be accepted, by the City Council prior to the final plat being presented to the Planning Commission.

(3) The final Park Plan shall be integrated within the Subdivision Agreement and shall be implemented in accordance with the terms of the Subdivision Agreement.

Section 7-22. Commercial/Industrial Subdivisions; Commercial Recreational Plan; Exceptions. Unless waived by the City Council pursuant to its approval of a No Recreational Assessment submitted pursuant to this Section 7-22, every commercial or industrial subdivision requiring submission of a preliminary plat shall include land to be designated for use as Trails/Special Corridors and Boulevards/Parkways to the extent such use is contemplated by the Master Park Plan. The subdivider of any land for which a preliminary plat is required in accordance with Section of these subdivision regulations and consisting of lots to be developed as commercial or industrial districts, shall at the time of submission of the preliminary plat, submit (a) a proposed Commercial Recreational Plan conforming to the Master Park Plan and, to the extent intended to be developed, any other appropriate recreational uses, including those contemplated by Section 7-22 (2), or (b) a No Recreational Assessment, duly supported, concluding that a Commercial Recreational Plan is (i) not required by Section 7-22 and stating that the subdivider has elected not to propose other recreational facilities, including those contemplated by Section 7-22 (2) or (ii) inappropriate for the proposed subdivision because the configuration or other natural characteristics of the land within the subdivision renders the same impractical or cost prohibitive. The proposed Commercial Recreational Plan and the No Recreational Assessment shall be prepared by a registered landscape architect or engineer.

(1) The proposed Commercial Recreational Plan shall identify the location of land, within or without the boundary of the subdivision, to be developed, dedicated or acquired for use as: Trails/Special Corridors or Boulevards/Parkways contemplated by the Master Park Plan and any other proposed appropriate recreational facilities and amenities intended to be developed. It shall discuss the time, manner, means and nature of the development of the land for such purposes, together with an allocated costs estimate for the acquisition and development of the same.

(2) As part of its Commercial Recreational Plan, the subdivider is encouraged to include: preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors located within or adjacent to the subdivision; acquisition and development of land for other appropriate recreational facilities and amenities that will serve or benefit the contemplated licensees, invitees, occupants, owners and tenants of land within the proposed subdivision and community developments adjacent thereto; and the improvement/connection/extension of nearby existing or proposed Trails/Special Corridors and Boulevards/Parkways, although not then mandated by the Master Park Plan.

(3) The Commercial Recreational Plan, or the alternative No Recreational

Assessment, shall be reviewed by the City Planning Commission, which shall make its recommendation concerning the same. A final Commercial Plan shall be approved, or the No Recreational Assessment shall be accepted, by the City Council prior to the final plat being presented to the Planning Commission.

(4) The final Commercial Recreational Plan shall be integrated within the Subdivision Agreement and shall be implemented in accordance with the terms of the Subdivision Agreement.

Section 7-23. Financing for Park Plan/Commercial Recreational Plan. Where the proposed subdivision being platted is to be developed as a Sanitary and Improvement District ("SID"), the method of financing the cost of acquiring and developing land in conformity with the Park Plan or Commercial Recreational Plan shall be a permitted General Obligation of the SID but shall be restricted to the extent set forth in this Section 7-23 unless otherwise approved by the City Council in a Subdivision Agreement. Neither the approval of the Park Plan or the Commercial Recreational Plan nor anything in this Section 7-23 shall be construed to waive the requirement contemplated by Sections 7-11 or 7-12 of these subdivision regulations that the City Council shall expressly approve such expenditures by the SID.

(1) Neighborhood Parks:

(a) Maximum Per Acre Allowance: The allowable maximum cost for acquisition of land proposed for use as a Neighborhood Park shall not exceed the per acre, raw land price paid for the entire area being preliminary platted.

(b) Floodway Property: No expenditure shall be permitted for floodway land to be contained in a Neighborhood Park.

(c) Floodplain Property: The allowable maximum cost of land (other than Floodway Property) within designated floodplain proposed for acquisition as a Neighborhood Park shall not exceed 50% of the full per acre raw land price.

(d) Wetlands: No expenditure shall be permitted for wetlands to be contained within a Neighborhood Park.

(e) Easements: No expenditure shall be permitted for land burdened by easements for sewer lines, gas lines, power lines and other restrictive

(f) Street Frontage: Unless otherwise provided in a Park Plan or Commercial Recreational Plan, all Neighborhood Parks shall have a minimum of 35% of their perimeter adjoining streets. Expenditures associated with one-half the width of the street pavement, any sidewalk associated with the street frontage of a park and any improvements for water and sewer directly related to recreational facilities shall be a General Obligation of the SID.

(g) Open Drainage Way: No expenditure shall be permitted for open drainage areas to be contained within a Neighborhood Park. Open drainage ways shall mean that area which is three times the depth of the channel plus 20 feet and applies to both sides of the channel or width required to pass the 100-year storm.

(h) Soft Costs: All soft costs associated with the (i) development of the Park Plan, (ii) acquisition of the land for Neighborhood Parks and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes. No other soft costs shall be permitted unless otherwise approved by the City Council.

(i) Other Costs: All other costs approved by the City Council for the development of Neighborhood Parks pursuant to Section 7-11 or 7-12 of these

subdivision regulations.

(2) Community/Regional Parks:

(a) Land Costs: Any land required for the construction and development of a Community/Regional Park or Community/Regional Park related amenity may be acquired by the SID under the same restrictions as those applicable to a Neighborhood Park.

(b) Soft Costs: All soft costs associated with the (i) development of the Park Plan, (ii) acquisition of the land for Commercial/Regional Park and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes. No other soft costs shall be permitted unless otherwise approved by the City Council.

(c) Other Costs: All other costs approved by the City Council for the development of a Community/Regional Park pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(3) Trails/Special Corridors:

(a) Land Costs: Any land required for the construction and development of Trails/Special Corridors or related amenities may be acquired by the S.I.D. under the same restrictions as those applicable to a Neighborhood Park; provided, however, land and development costs for Trails/Special Corridors that are designated to adjoining roadways shall be incorporated into the right-of-way and roadway improvement costs and financed accordingly.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for Trails/Special Corridors and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of Trails/Special Corridors pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(4) Boulevards/Parkways:

(a) Land Costs:

(i) Dedication for Public Streets: Any land required for the construction and development of Boulevards/Parkways exceeding the requirements of these subdivision regulations or public streets.

(ii) Other Limitations: Expenditures associated with the development of Boulevards/Parkways shall be limited to tree planting, landscaping, and associated walks, trails and trail signage. Sidewalks shall be a general obligation up to 4 feet wide and 4 inches thick; all other sidewalk costs shall be specially assessed to adjacent lots.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for Boulevards/Parkways and other approved recreational facilities and

amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of Boulevards and Parkways pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(5) Other recreational facilities and amenities:

(a) Land Costs: Any land required for the construction and development of land for recreational purposes and related amenities identified in a Park Plan or a Commercial Recreational Plan may be acquired by the SID under the same restrictions as those applicable to a Neighborhood Park.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of such recreational facilities pursuant to Section 7-11 or 7-12 of these subdivision regulations.

Section 7-24. Park Development Fund. There is hereby created the Park Development Fund. The purpose of the Park Development Fund is to provide a separate fund for monies to be used solely for the continued development of the Master Park Plan; the purchase of land; the construction, development and improvement of recreational facilities and amenities discussed in these subdivision regulations that are contemplated by the Master Park Plan; and related matters approved by the City Council in its sole discretion. Expenditures from the Park Development Fund shall be limited to the purposes contemplated by this Section 7-24 as authorized by the City Council in its sole discretion.

(1) The Park Development Fund shall consist of three (3) separate and distinct accounts:

(a) Funding for Neighborhood Park purchase and development. This fund will be utilized primarily for expenditures for development, improvement, and maintenance of Neighborhood Parks.

(b) Funding for the purchase and development of Community/Regional/Special Use Parks. This fund will be utilized primarily for expenditures for development, improvement and maintenance of Community/Regional/Special Use Parks and similarly serviceable recreational facilities, including Cultural and Historical Sites, Natural Areas, and Urban Filter/Wildlife Corridors. Due to the imminent need to purchase the land where it is in the path of foreseeable development, and the significant acquisition costs associated with these larger parks, the City will attempt to initially prioritize and target these funds toward the purchase of specific park sites by a method that, in the long-term, will attempt to provide equitable services through the geographic distribution of Community/Regional/Special Use Parks.

(c) Funding for the purchase and development of Trails/Special Corridors and Boulevards/Parkways. This fund will generally be used for those expenditures for development, improvement and maintenance of Trails/Special Corridors and Boulevards/Parkways contemplated by the Master Park Plan.

(2) The Park Development Fund shall be funded (a) by contributions made by

subdividers pursuant to Section 7-24 (3) of these Subdivision Regulations and (b) as otherwise directed or made by the City Council. The city acknowledges development costs of Community/Regional/Special Use Parks, Trails/Special Corridors, Boulevards/Parkways, and certain other recreational facilities necessary to serve an expanding, thriving community will likely require City funding beyond that made by contributions of subdividers and subdivisions. However, in adopting these subdivision regulations, the City Council does not intend that it is encumbering or otherwise allocating any other fund of the City for these purposes or for the purposes of the Master Park Plan, including Community Betterment Funds or Bond Funds. The balance of the Park Development Fund will be invested as other City funds are invested by the City Finance Department. Interest earned from the fund's balance shall accrue to the fund.

(3) In order to fund necessary parks and recreational facilities for development within, and for the expansion the City, these subdivision regulations and the Master Park Plan anticipate that residents and associated development will significantly contribute to the costs associated with providing property and facilities to serve the public park and other burgeoning recreational needs of these developing areas within, and adjacent to, City. Accordingly, except as provided in Section 7-24 (4), there shall be a contribution made to the Park Development Fund in connection with every proposed subdivision of land, to which these subdivision regulations apply, as follows:

(a) Residential Developments: In addition to the amount expended, or to be expended, to implement a Park Plan, (i) a contribution of an amount for facilitating the purchase and development of Community/Regional/Special Use Parks and the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors of \$550 per acre of the proposed subdivision, plus (ii) an additional contribution of \$300 per acre for facilitating the purchase and development of land for Trails/Special Corridors and Boulevards/Parkways connecting the residents of the contributing subdivision with Community/Regional/Special Use Parks, other Trails/Special Corridors, Cultural and Historical Sites, Natural Areas and Urban Filter/Wildlife Corridors.

(b) Commercial and Industrial Developments: In addition to the amount expended, or to be expended, to implement a Commercial Recreational Plan, (i) a contribution of an amount for facilitating the purchase and development of land Community/Regional/Special the Parks and the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors of \$300 per acre of the proposed subdivision, plus (ii) an additional contribution of \$750 per acre for facilitating the purchase and development of land for Trails/Special Corridors and Boulevards/Parkways connecting occupants, invitees and licensees of the contributing subdivision with Community/Regional/Special Use Parks, Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors.

(4) Notwithstanding the provisions of Section 7-24 (3):

(a) Whenever a Park Plan shall provide for the construction, development, or improvement of: Community/Regional/Special Use Parks; the construction, development, improvement or the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors within or adjacent to the boundaries of the proposed subdivision; or, the construction, development or improvement of Trails/Special Corridors and Boulevards/Parkways on land adjacent to the proposed subdivision, the amount of any authorized expenditures made in furtherance of the same shall be credited to the amount of the applicable contribution required to be made by Sections 7-24 (3)(a).

(b) Whenever a Commercial Recreational Plan shall provide for the construction, development or improvement or recreational facilities beyond that contemplated by the Master Park Plan, the amount of any authorized expenditures made in furtherance of the same shall be credited to the amount of

the applicable contribution required to be made by Section 7-24 (3)(b).

(5) All contributions to the Park Development Fund shall be paid by the subdivider and shall be payable prior to the filing of the plat. (*Ord. No. 3777, August 11, 2014*)

Section 7-25. Annexation. Whenever the city studies an area for potential annexation, among other matters, it is common practice to determine the expediency of annexation by evaluating all public improvements and infra-structure in terms of meeting then current city standards and the corresponding costs for bringing them up to city standards. This process shall include an evaluation of each such area's recreational facilities and needs, if any. The cost of annexation shall include an amount equal to (i) the cost constructing and developing recreational facilities appropriate for the area proposed for annexation, (ii) bringing existing recreational facilities up to city standards, (iii) the amount of any contribution remaining to be paid to the Park Development Fund (for those subdivisions or S.I.D.s in existence prior to the adoption of these subdivision regulations, the entire contribution to the Park Development Fund shall be considered to be unpaid), and (iv) the amount of any contribution required to be made by the S.I.D. under an Inter-local or similar agreement entered into pursuant a No Recreational Assessment. To the extent such funds are available from the S.I.D.'s or subdivision's cash balance after allowing for the existing debt services thereof and other capital and service costs determined to apply, an appropriate amount determined by the City Council, in its discretion, not to exceed the amount determined by application of this Section 7-25 (1) shall be paid into the Park Development Fund for use, at such time as the City Council shall consider appropriate following the effective date of annexation, to construct, improve, and develop recreational facilities, directly or indirectly, serving and benefiting the area. The city shall remain responsible for any outstanding payment obligation under the terms of any existing Inter-local Agreement to which the subdivision is a party, and such payments may be made from the Park Development Fund. Nothing in Section 7-25 shall be construed to limit or otherwise restrict the city from annexing any area, which the city shall deem to be expedient and in the best interest of the city and its residents.

CHAPTER 8 HARDSHIP AND WAIVERS

Section 8-1. Waiver Justification. Where it can be shown in the case of a proposed subdivision that strict compliance with the requirements of this ordinance would result in practical difficulties and/or unnecessary hardship the subdivider may apply for a waiver. When considering the waiver request, it must be shown that:

- (1) The requested waiver is due to unusual conditions that are project specific.
- (2) The requested waiver will not nullify the intent and purpose of this ordinance or the Comprehensive Plan.
- (3) The requested waiver shall not violate the zoning ordinance, and
- (4) The requested waiver is in the best interest of the public.

Section 8-2. Application. The subdivider shall prepare a written statement accompanying the application for the proposed subdivision listing all sections of this ordinance in which a waiver is being sought. The statement shall also state the nature of the hardship.

Section 8-3. Waiver. The City Council, after receiving a recommendation from the Planning Commission, may vary, modify, or waive the requirements of this ordinance. Waivers of this ordinance shall not violate the zoning ordinance.

CHAPTER 9 FEES AND ENFORCEMENT

Section 9-1. Fees. In order to cover the cost of advertising, holding public hearings, staff review, and other expenses incidental to the approval of a subdivision, the subdivider shall pay the applicable fees as outlined in the Master Fee Schedule.

All fees shall be paid to the Planning Department and credited to the General Fund of the City. All fees are non-refundable.

Section 9-2. Plan Review Reimbursement. The subdivider or Sanitary and Improvement District shall reimburse the city such costs incurred by the city for Plan Review, Plan Check, and Plan Approval as to conformance with approved city Standards and Specifications, but such costs shall not exceed 1% of the total contracted cost for improvements in the subdivision.

Section 9-3. Enforcement

(1) No building permit shall be issued for any structure or building that is located upon a lot in a subdivision that has not been subdivided in the manner provided for by this ordinance or previously adopted subdivision regulations. No such plat, replat, dedication, or deed shall be filed with the Register of Deeds until approved by the City Council as provided by law.

(2) Section 1 shall not apply to lots of record or subdivisions platted prior to October 14, 1974.

(3) No building permit shall be issued for any building or structure in any platted subdivision within the city zoning jurisdiction without provision for sanitary sewer, per Article II, Building Code, City of Bellevue.

(4) No Certificate of Occupancy shall be issued for any building or structure on any platted lot within the city zoning jurisdiction until all required utilities including sanitary sewers, storm sewers, electrical, gas, water, and streets to the lot are complete, functional, and approved.

(5) The Street Superintendent may compel the subdivider to clean rights-of-way, public easements, streets and storm sewers on the site and adjacent area of debris, sedimentation and wastes due to the development, disturbance, excavation, grading, or improvement of the subdivision. The Street Superintendent will assign a time period in which clean-up operations will be completed that is based on the perceived risk to the public health and safety. Should clean-up operations not be completed within said time frame, the city may execute clean-up operations and may bill the subdivider for the costs.

Section 9-4. Severability. If any section of this ordinance be held unconstitutional or invalid by any court of competent jurisdiction, such section shall be considered separately and apart from the remaining provisions of this ordinance, and such section to be completely severable from the remaining provisions of this ordinance and the remaining provisions of this ordinance shall remain in full force and effect.

Section 9-5. Effective Date. This ordinance shall take effect and be in force from and after its passage, approval, and publication.

Section 2. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

ADOPTEED 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.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022		SUBMITTED BY: Budget Task Force		
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:

Administration's Draft 2022-2023 Budget (Fiscal Year Ending September 30, 2023).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$109.1 million in fiscal year 2022-23. This is an increase of \$1.5 million from the 2021-22 budgeted expenditures (due primarily to the increased personnel cost offset by lower bond refundings and capital spending).

This budget provides funding for the City's operations and capital improvements. The General Fund will use bonding and existing cash reserves to fund certain capital expenditures. The Wastewater Fund will use bonding of new projects to preserve its cash reserve. All other funds balance expenditures with revenues.

2022-2023 Budgeted Revenues of \$106,052,942 and Expenditures of \$109,052,942. Cash reserves decrease by \$3,000,000.

FISCAL IMPACT: (\$3,000,000.00) BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: FYE 2023 BUDGET

START DATE: 10/01/2022 END DATE: 09/30/2023 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:

No action taken at this meeting other than the 1st reading (August 2, 2022).
A separate public hearing will be held August 9, 2022.
Open public hearing on August 16, 2022.
Vote on budget and additional 1% restricted funds at the September 6, 2022 meeting along with the tax request resolution.

ATTACHMENTS:

1. Draft Budget Ordinance 2. State Budget Forms 3. Budget Highlights
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Buehler
[Signature]
[Signature]

2022-2023
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM

City of Bellevue
 TO THE COUNTY BOARD AND COUNTY CLERK OF
 Sarpy County

This budget is for the Period October 1, 2022 through September 30, 2023

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

\$ 22,816,947.79	Property Taxes for Non-Bond Purposes
\$ 7,440,309.07	Principal and Interest on Bonds
\$ 30,257,256.86	Total Personal and Real Property Tax Required

Projected Outstanding Bonded Indebtedness as of October 1, 2022
 (As of the Beginning of the Budget Year)

Principal	\$ 74,605,000.00
Interest	\$ 13,213,960.37
Total Bonded Indebtedness	\$ 87,818,960.37

\$ 4,960,206,043 **Total Certified Valuation (All Counties)**
 (Certification of Valuation(s) from County Assessor **MUST** be attached)

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2021 through June 30, 2022?

YES NO

If YES, Please submit Interlocal Agreement Report by September 30th.

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2021 through June 30, 2022?

YES NO

If YES, Please submit Trade Name Report by September 30th.

County Clerk's Use ONLY

APA Contact Information

Auditor of Public Accounts
 State Capitol, Suite 2303
 Lincoln, NE 68509

Telephone: (402) 471-2111 **FAX:** (402) 471-3301

Website: auditors.nebraska.gov

Questions - E-Mail: Jeff.Schreier@nebraska.gov

Submission Information

Budget Due by 9-30-2022

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2020 - 2021 (Column 1)	Actual/Estimated 2021 - 2022 (Column 2)	Adopted Budget 2022 - 2023 (Column 3)
1	Net Cash Balance	\$ 21,516,313.75	\$ 40,979,694.53	\$ 45,776,996.37
2	Investments			
3	County Treasurer's Balance	\$ 261,479.08	\$ 293,549.92	\$ 300,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 21,777,792.83	\$ 41,273,244.45	\$ 46,076,996.37
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 26,892,520.89	\$ 27,882,515.14	\$ 29,957,680.06
7	Federal Receipts	\$ 97,143.11	\$ 89,436.95	\$ 50,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 66,033.52	\$ 77,548.37	\$ 108,800.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 6,587,723.50	\$ 6,203,391.98	\$ 7,069,320.00
11	State Receipts: Motor Vehicle Fee	\$ 453,429.21	\$ 491,600.00	\$ 501,300.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 2,906,537.46	\$ 1,412,440.62	\$ 1,632,914.00
14	State Receipts: Other	\$ 918,416.46	\$ 448,489.86	\$ 13,352.00
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,441,599.48	\$ 1,559,877.05	\$ 2,680,100.00
18	Local Receipts: Local Option Sales Tax	\$ 15,197,239.16	\$ 16,274,644.35	\$ 17,087,500.00
19	Local Receipts: In Lieu of Tax	\$ 764,792.42	\$ 1,023,311.09	\$ 280,000.00
20	Local Receipts: Other	\$ 40,714,371.48	\$ 59,080,052.22	\$ 45,474,975.57
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -
22	Transfers In Other Than Surplus Fees	\$ 1,168,000.00	\$ 1,297,000.00	\$ 1,197,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 118,985,599.52	\$ 157,113,552.08	\$ 152,129,938.00
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 77,712,355.07	\$ 111,036,555.71	\$ 109,052,941.63
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 41,273,244.45	\$ 46,076,996.37	\$ 43,076,996.37
27	Cash Reserve Percentage			55%
PROPERTY TAX RECAP		Tax from Line 6		\$ 29,957,680.06
		County Treasurer Commission at 1%		\$ 299,576.80
		Total Property Tax Requirement		\$ 30,257,256.86

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:	Property Tax Request
General Fund	\$ 22,816,947.79
Bond Fund	\$ 7,440,309.07
_____ Fund	_____
_____ Fund	_____
Total Tax Request	** \$ 30,257,256.86

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	Amount
American Rescue Plan Act	\$ 8,395,637.00
Wastewater-Sewer/Community Betterment-Keno	\$ 6,007,305.85
Debt Service/Economic Development-LB840	\$ 7,876,393.73
Total Special Reserve Funds	\$ 22,279,336.58
Total Cash Reserve	\$ 43,076,996.37
Remaining Cash Reserve	\$ 20,797,659.79
Remaining Cash Reserve %	27%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From:	Transfer To:
Amount:	
Reason:	

Transfer From:	Transfer To:
Amount:	
Reason:	

Transfer From:	Transfer To:
Amount:	
Reason:	

City of Bellevue in Sarpy County

Line No.	2022-2023 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 8,182,222.09	\$ -	\$ 50,000.00	\$ 6,923,362.52	\$ 160,000.00		\$ 15,315,584.61
3	Public Safety - Police and Fire	\$ 31,595,662.28	\$ 750,000.00	\$ 318,750.00	\$ -	\$ -		\$ 32,664,412.28
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 3,816,672.35	\$ 15,156,250.00	\$ 1,600,000.00	\$ 962,661.92	\$ -		\$ 21,535,584.27
6	Public Works - Other	\$ 5,942,984.40	\$ 2,120,000.00	\$ -	\$ -	\$ -		\$ 8,062,984.40
7	Public Health and Social Services	\$ 1,184,078.25	\$ -	\$ 130,000.00	\$ -	\$ -		\$ 1,314,078.25
8	Culture and Recreation	\$ 4,726,166.74	\$ 1,751,600.00	\$ -	\$ -	\$ 755,000.00		\$ 7,232,766.74
9	Community Development	\$ 1,046,616.78	\$ -	\$ -	\$ -	\$ -		\$ 1,046,616.78
10	Miscellaneous	\$ 53,120.00	\$ 750,000.00	\$ -	\$ -	\$ -		\$ 803,120.00
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
16	Solid Waste	\$ 4,309,921.00	\$ -	\$ -	\$ -	\$ 2,000.00		\$ 4,311,921.00
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 8,521,743.34	\$ 6,310,000.00	\$ 1,280,000.00	\$ 374,129.96	\$ 280,000.00		\$ 16,765,873.30
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 69,379,187.23	\$ 26,837,850.00	\$ 3,378,750.00	\$ 8,260,154.40	\$ 1,197,000.00	\$ -	\$ 109,052,941.63

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2021-2022 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 7,135,729.06	\$ 726,723.49	\$ 181,625.55	\$ 12,904,334.51	\$ 2,147,059.96		\$ 23,095,472.57
3	Public Safety - Police and Fire	\$ 27,912,645.47	\$ -	\$ 1,943,510.00	\$ -	\$ -		\$ 29,856,155.47
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 5,364,588.68	\$ 15,223,586.69	\$ 189,007.00	\$ 1,038,342.32	\$ -		\$ 21,815,524.69
6	Public Works - Other	\$ 4,070,156.87	\$ 147,197.50	\$ 139,559.00	\$ -	\$ -		\$ 4,356,913.37
7	Public Health and Social Services	\$ 1,053,518.73	\$ -	\$ -	\$ -	\$ -		\$ 1,053,518.73
8	Culture and Recreation	\$ 5,208,432.00	\$ 4,374,009.92	\$ 29,724.00	\$ -	\$ 855,000.00		\$ 10,467,165.92
9	Community Development	\$ 424,874.06	\$ -	\$ -	\$ -	\$ -		\$ 424,874.06
10	Miscellaneous	\$ 86,224.74	\$ 3,163,028.62	\$ -	\$ -	\$ -		\$ 3,249,253.36
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
16	Solid Waste	\$ 4,113,204.07	\$ -	\$ -	\$ -	\$ 2,000.00		\$ 4,115,204.07
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 8,232,921.11	\$ 3,616,666.13	\$ 75,000.00	\$ 397,886.23	\$ 280,000.00		\$ 12,602,473.47
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 63,602,294.79	\$ 27,251,212.35	\$ 2,558,425.55	\$ 14,340,563.06	\$ 3,284,059.96	\$ -	\$ 111,036,555.71

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2020-2021 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 2,536,869.34	\$ 10,871.00	\$ 353,318.13	\$ 13,951,917.01	\$ 929,996.00		\$ 17,782,971.48
3	Public Safety - Police and Fire	\$ 23,418,542.73	\$ 83,229.60	\$ 1,679,362.35	\$ 66,137.80	\$ -		\$ 25,247,272.48
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 5,185,168.06	\$ 4,292,016.32	\$ 575,379.18	\$ 971,363.56	\$ -		\$ 11,023,927.12
6	Public Works - Other	\$ 3,421,734.49	\$ 121,111.00	\$ 112,932.76	\$ -	\$ (29,996.00)		\$ 3,625,782.25
7	Public Health and Social Services	\$ 1,001,413.76	\$ -	\$ -	\$ -	\$ -		\$ 1,001,413.76
8	Culture and Recreation	\$ 3,948,716.54	\$ 1,742,757.10	\$ 110,216.00	\$ -	\$ 3,000.00		\$ 5,804,689.64
9	Community Development	\$ 349,130.57	\$ -	\$ -	\$ -	\$ -		\$ 349,130.57
10	Miscellaneous	\$ 148,946.17	\$ -	\$ -	\$ -	\$ -		\$ 148,946.17
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
16	Solid Waste	\$ 3,991,915.50	\$ -	\$ -	\$ -	\$ 1,000.00		\$ 3,992,915.50
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 7,801,953.13	\$ 271,165.49	\$ -	\$ 398,187.48	\$ 264,000.00		\$ 8,735,306.10
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 51,804,390.29	\$ 6,521,150.51	\$ 2,831,208.42	\$ 15,387,605.85	\$ 1,168,000.00	\$ -	\$ 77,712,355.07

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME	Mayor Rusty Hike
ADDRESS	1500 Wall Street
CITY & ZIP CODE	Bellevue, NE 68005
TELEPHONE	(402) 293-3000
WEBSITE	bellevue.net

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Rusty Hike	Rich Severson	Rich Severson
TITLE /FIRM NAME	Mayor	Treasurer	Treasurer
TELEPHONE	(402) 293-3000	(402) 293-3088	(402) 293-3088
EMAIL ADDRESS	rusty.hike@bellevue.net	rich.severson@bellevue.net	rich.severson@bellevue.net

For Questions on this form, who should we contact (please one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

City of Bellevue in Sarpy County

2022-2023 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	30,257,256.86
Motor Vehicle Pro-Rate	(2)	\$	108,800.00
In-Lieu of Tax Payments	(3)	\$	280,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	12,660,000.00
LESS: Amount Spent During 2021-2022	(5)	\$	6,368,000.00
LESS: Amount Expected to be Spent in Future Budget Years	(6)	\$	6,292,000.00
Amount to be included as Restricted Funds (Cannot Be A Negative Number)	(7)	\$	-
Motor Vehicle Tax	(8)	\$	2,680,100.00
Local Option Sales Tax	(9)	\$	17,087,500.00
Transfers of Surplus Fees	(10)	\$	-
Highway Allocation and Incentives	(11)	\$	7,069,320.00
	(12)		
Motor Vehicle Fee	(13)	\$	501,300.00
Municipal Equalization Fund	(14)	\$	1,632,914.00
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	59,617,190.86

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	7,535,000.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)			
Agrees to Line (6).	(18)	\$	6,292,000.00
Allowable Capital Improvements	(19)	\$	1,243,000.00
Bonded Indebtedness	(20)	\$	7,440,309.07
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	807,047.80
Public Safety Communication Project (Statute 86-416)	(23)		
Benefits Paid Under the Firefighter Cancer Benefits Act	(23a)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)		
Judgments	(25)		
Refund of Property Taxes to Taxpayers	(26)		
Repairs to Infrastructure Damaged by a Natural Disaster	(27)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	9,490,356.87

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$ 50,126,833.99
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	

Total Restricted Funds for Lid Computation **cannot** be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

City of Bellevue in Sarpy County

2022-2023 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement	Amount Budgeted	
Library Improvement (Building)	\$	1,500,000.00
Street Improvements	\$	6,035,000.00

Total - Must agree to Line 17 on Lid Support Page 8

\$ 7,535,000.00

Municipality Levy Limit Form

City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		30,257,256.86
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	7,440,309.07	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)		7,440,309.07
Tax Request Subject to Levy Limit	(8)		22,816,947.79
Valuation	(9)		4,960,206,043
Municipality Levy Subject to Levy Authority	(10)		0.460000
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		0.460000 (A)
Levy Authority			
Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	807,047.80	0.016270
Total Municipality Levy Authority	(20)		0.466270 (B)
Voter Approved Levy Override	(21)		0.000000 (C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). **If an amount is entered on Line 21, a sample ballot and election results MUST be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted.** Please refer to the statutes to ensure all requirements are met.

2022-2023 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 27,876,618.00
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{300,000,000.00}{\text{2022 Real Growth Value per Assessor}} \div \frac{4,569,937,377.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = \underline{6.56} \% (3)$$

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds (§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 8.56 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 2,386,238.50

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 30,262,856.50

ACTUAL PROPERTY TAX REQUEST

2022-2023 ACTUAL Total Property Tax Request (7) \$ 30,257,256.86
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request is within allowable growth percentage. Political subdivision is NOT required to complete postcard notification requirements, or participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your proposed property tax request and telephone number to the County Clerk by September 5th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF SPECIAL BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 9th day of August 2022, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2020-2021 Actual Disbursements & Transfers	\$ 77,712,355.07
2021-2022 Actual/Estimated Disbursements & Transfers	<u>\$ 111,036,555.71</u>
2022-2023 Proposed Budget of Disbursements & Transfers	<u>\$ 109,052,941.63</u>
2022-2023 Necessary Cash Reserve	<u>\$ 43,076,996.37</u>
2022-2023 Total Resources Available	<u>\$ 152,129,938.00</u>
Total 2022-2023 Personal & Real Property Tax Requirement	<u>\$ 30,257,256.86</u>
Unused Budget Authority Created For Next Year	<u>\$ 8,644,922.19</u>

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	<u>\$ 22,816,947.79</u>
Personal and Real Property Tax Required for Bonds	<u>\$ 7,440,309.07</u>

	2021	2022	Change
Operating Budget	107,632,939.24	109,052,941.63	1%
Property Tax Request	<u>\$ 27,876,618.00</u>	<u>\$ 30,257,256.86</u>	9%
Valuation	4,569,937,377	4,960,206,043	9%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	<u>0.562005</u>		

Notes:

(1) The example publications included here are solely to hear taxpayer input at the budget hearing and tax request hearing. No action should be taken at these hearings. Action items should be completed at a regular meeting, ensuring that all requirements of the Open Meetings Act are followed.

(2) These sample publications are intended to assist subdivisions in meeting the publication requirements related to the Budget Hearing and Tax Request Hearing. They are sample forms only - they are not required forms. Each subdivision is responsible for ensuring their publications include all information required by the statutes. Each subdivision may need to modify the sample forms for the circumstances specific to your subdivision.

(3) For Cities only: If your subdivision is increasing the Property Tax request above the allowable growth percentage (2% plus real growth percentage), you are subject to the postcard notification and joint public hearing requirements of the Property Tax Request Act (§ 77-1633). You are required to attend the Joint Public Hearing outlined in § 77-1633. You are not required to hold the Special Hearing to Set the Final Tax Request as outlined in § 77-1632. You are still required to hold the Budget Hearing, regardless. Villages are not subject to the allowable growth provisions of the Property Tax Request

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 16th day of August 2022, at 5:30 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2020-2021 Actual Disbursements & Transfers	\$ 77,712,355.07
2021-2022 Actual/Estimated Disbursements & Transfers	\$ 111,036,555.71
2022-2023 Proposed Budget of Disbursements & Transfers	\$ 109,052,941.63
2022-2023 Necessary Cash Reserve	\$ 43,076,996.37
2022-2023 Total Resources Available	\$ 152,129,938.00
Total 2022-2023 Personal & Real Property Tax Requirement	\$ 30,257,256.86
Unused Budget Authority Created For Next Year	\$ 8,644,922.19

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 22,816,947.79
Personal and Real Property Tax Required for Bonds	\$ 7,440,309.07

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 6th day of September 2022, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2021	2022	Change
Operating Budget	107,632,939.24	109,052,941.63	1%
Property Tax Request	\$ 27,876,618.00	\$ 30,257,256.86	9%
Valuation	4,569,937,377	4,960,206,043	9%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.562005		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Bellevue resolves that:

1. The 2022-2023 property tax request be set at:

General Fund: \$ 22,816,947.79

Bond Fund: \$ 7,440,309.07

2. The total assessed value of property differs from last year's total assessed value by 8.54 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.562005 per \$100 of assessed value.

4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.61 per \$100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase (or decrease) last year's budget by 1.32 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

Motion by _____, seconded by _____ to adopt Resolution # _____.

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2022

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue

Sarpy County

SUBDIVISION NAME	COUNTY		
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)
Bellevue, Sarpy County	11-1-11 to 10-31-16 Amended to 10-31-21 3-15-22 to 3/15/24	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	10-1-18 to 9-30-19 10-1-19 to 9-30-22 10-1-22 to 9-30-25	IT Services	\$ 119,184.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 until terminated	800 MHZ System (E-911)	\$ 65,925.00
Bellevue, Gretna, Papillion, LaVista, and Springfield	4-10-2017 until terminated	United Cities of Sarpy County. Interlocal Cooperation Agreement to promote common legislative interests.	\$ 9,014.80
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7-1-2013 to 6-30-2019 7-1-2019 to 6-30-2025	Geographic Information System (GIS)	\$ 72,000.00
Sarpy County and City of Bellevue	7-28-14 until terminated	Cost sharing the professional services agreement with Burns & McDonnell & the software update & support services agreement with Azteca Systems	
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-24	Papillion Creek Watershed Partnership (Storm Water Management)	\$ 36,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 60,000.00
Bellevue Public Schools	10-13-14 Apprv'd Continue Annually unless terminated by	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	
Cities of Papillion and Bellevue (Fire Departments)	12-30-09 to N/A	Purchase & Maintenance of records management hardware, software, training, travel & deployment	
Cities of Papillion and Bellevue (Fire Departments)	3-2-11 to N/A	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	
Douglas County Sheriff's Office	11/2014 - 11/19 12-1-19 to 11-30-24	Forensic Services	
Eastern Sarpy County Fire Protection District	7-23-12 to 7-22-17 and automatically renewed for 5 year	To provide fire and rescue services	
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/24	Southern Sarpy County Watershed Partnership	\$ 26,000.00
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/2024	Southern Sarpy County Watershed Partnership	\$ 26,000.00
		Amount from Interlocal Form 2 of 3	\$ 32,500.00
		Amount from Interlocal Form 3 of 3	\$ 187,824.00

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue

SarpyCounty

SUBDIVISION NAME	COUNTY	Amount Used as Lid Exemption (Column 4)	
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority	
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Meropolitan Area	1-8-74 to N/A	Regional Council of Government	
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington, Omaha	Amended & Restated June 2014 continuing for 60 years 4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations	
Omaha	4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution	
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)	
Omaha	5-29-12 to N/A	Crime Lab Services	
Omaha and Bellevue	7/20/21 Until terminated	Cost Sharing Harrison Street Project	
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"	
Omaha Public Schools	10-1-16 to 7-31-19 8-1-19 to 6-1-2022 6-1-22 to 6-1-24	School Resource Officers for Bryan Middle & High Schools	
Papillion Fire Department	2-3-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)	
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Jurisdictional Boundries	
Papio- Missouri Natural Resource District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management	
Papio-Missouri River Natural Resources District	5-14-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of \$20,000 grant from PMNRD)	
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-	City of Omaha - Clean Energy Assessment Program	
Sarpy County, Bellevue, LaVista, and Papillion	5-1-18 to 4-30-19 5-1-19 to 4-30-20 5-1-20 to 4-30-21	Sharing of costs of ProPhoenix, an integrated Public Safety Software System	\$ 32,500.00
55th Wing, Offutt Air Force Base	1-19-21 to 6-19-26	Fire & emergency services during a pandemic or other State of Emergency	
Douglas County and Cooperating Agencies	7-21-20 to 7-21-25	Backup to other agencies & to grant authority beyond primary jurisdiction	

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue

SarpyCounty

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street	
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program	
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services	
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either	Agreement to charge and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue	
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement appr'v'd 10-28-13)	
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Sites	
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columban Fathers Property	
State of NE - Dept. of Roads	Annually 1-1-20 to 12-31-20 1-1-21 to 12-31-21	Highway 370 Maintenance Agreement	
Sarpy County, Papillion, LaVista, and Bellevue	4-1-19 to 3-31-22 4-1-22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations	
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes	
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch	
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	\$ 125,000.00
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutorial functions, and other services	
Sarpy County and Cities Wastewater Agency (Bellevue Sewer Services)	5-18-2021 until terminated	Operation of Bellevue sewer services located within the Agency's jurisdiction	
Southern Sarpy Watershed Partnership	7-1-2019 to 6-30-2024 and remain in effect until continuation	Watershed fees from new development within the Southern Sarpy Watershed will be collected specifically for development of Southern Sarpy	\$ 26,000.00
Sarpy County	Ongoing	GIS& Aerial	\$ 36,824.00



The City of Bellevue

The Fiscal Year 2022-2023 Annual Budget

City of Bellevue
Annual Budget
For The Fiscal Year
October 1, 2022
Through
September 30, 2023

City of Bellevue

Mayor and City Council

Mayor

Rusty Hike

City Council

Thomas Burns	Ward 1	
Rich Casey	Ward 2	
Paul Cook	Ward 3	Council President
Kathy Welch	Ward 4	
Don Preister	Ward 5	
Jerry McCaw	At Large	

City of Bellevue Management Team

City Administrator's Office

Jim Ristow, City Administrator

Since 2018

Appointees

Susan Kluthe, City Clerk

Since 2019

Bree Robbins, City Attorney

Since 2019

Rich Severson, Treasurer

Since 2013

Directors

Doug Clark, Public Works Director

Since 2020

Julie Dinville, Library Director

Since 2015

Ken Clary, Police Chief

Since 2021

Perry Guido, Fire Chief

Since 2009

Ashley Decker, Human Resources Director

Since 2020

Mark Elbert, Community Development Director

Since 2019

Rich Severson, Finance Director

Since 2010

City of Bellevue

Budget Proposal's Key Points

- **No Increase In Property Tax Rate (Mil Levy)**
 - No change from 61¢ since 2014
- **Budgeted Expenditures Rise \$2 Million To \$109 Million, Up 1%**
 - Increased Personnel Spending Offset with Lower Bond Refundings And Capital Spending
- **Budgeted Resources Available Will Be \$152 Million, Down \$5 Million, Down 3%**
 - Total Cash Reserves Will Decrease By \$3 Million From The Prior Year
- **Increases the Budget for Public Safety**
 - Increases Sworn Police Officers by 6 to 111 and the associated operational budget by 30%
 - Increases Fire Protection Services' operational budget by 18%
- **No Increases in the Budget for Other City Services**

City of Bellevue

Budget Proposal's Key Points-continued

- **City Maintaining a AA+ Bond Rating from S&P**
- **Provides Continued Infrastructure Improvements**
 - Library Renovation/Improvements
 - Street Improvements, Including 36th Street
- **Anticipates Economic Development Activities**
 - Funding LB840 - \$750,000
 - Catalyst for new business and continued enhancement of Olde Towne

History of Bellevue's Valuations and Tax Levies

Tax Year	Valuation in billions of dollars	Tax Levy expressed as cents per hundred dollars of assessed value
2022	\$4.96	0.610000
2021	\$4.58	0.610000
2020	\$4.38	0.610000
2019	\$3.39	0.610000
2018	\$3.10	0.610000
2017	\$2.99	0.610000
2016	\$2.76	0.610000
2015	\$2.72	0.610000
2014	\$2.70	0.610000
2013	\$2.76	0.600000
2012	\$2.70	0.554876
2011	\$2.70	0.554876
2010	\$2.68	0.554876
2009	\$2.69	0.554876

City of Bellevue
Fund Balance Cash Roll-Forward
2022-23 Annual Budget

Beginning Cash at 09-30-22 (Forecasted)	\$ 46,076,996
Revenues	106,052,942
Resources Available	152,129,938
Expenditures	(109,052,942)
Ending Cash at 09-30-22	\$ 43,076,996

**City of Bellevue
Fund Balance Cash Roll-Forward
2022-23 Annual Budget**

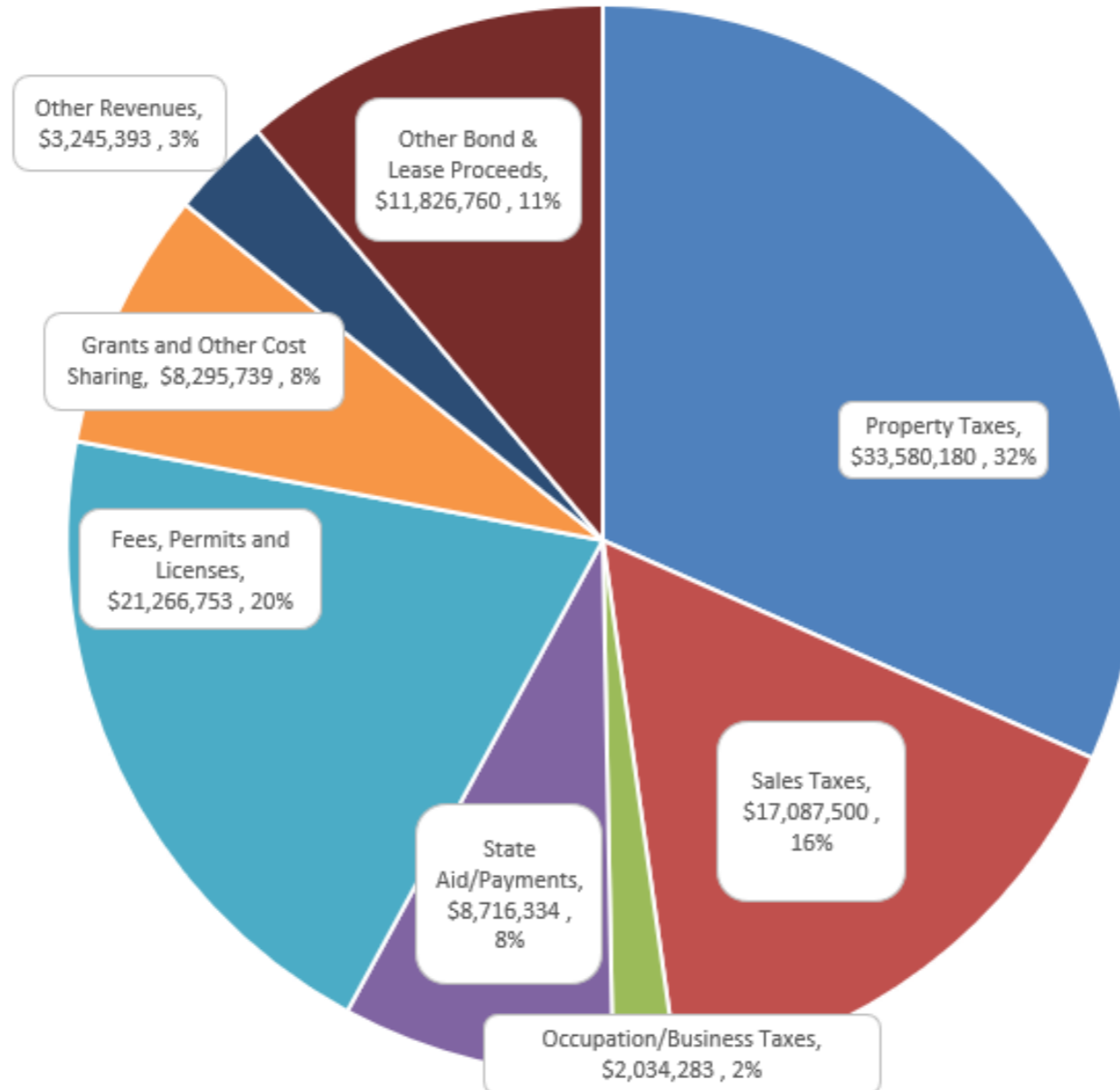
	Fund							
	Total	F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Fund Balance (Cash) at 09-30-21	\$ 41,273,244.45	\$ 20,760,592.77	\$ 4,913,015.48	\$ 4,237,516.23	\$ 3,042,041.70	\$ 196,163.71	\$ 116,907.58	\$ 8,007,006.98
Forecast Revenues	\$ 115,840,307.63	\$ 85,436,665.55	\$ 13,696,763.84	\$ 1,125,346.21	\$ 750,150.96	\$ 424,874.06	\$ 54,798.47	\$ 14,351,708.54
Forecast Expenditures	\$ 111,036,555.71	\$ 74,318,831.55	\$ 12,602,473.47	\$ 1,806,890.00	\$ 3,196,253.62	\$ 424,874.06	\$ 52,999.74	\$ 18,634,233.27
<i>Rounding</i>	-							
Forecast Net increase / (decrease)	\$ 4,803,751.92	\$ 11,117,834.00	\$ 1,094,290.37	\$ (681,543.79)	\$ (2,446,102.66)	\$ 0.00	\$ 1,798.73	\$ (4,282,524.73)
<i>Rounding</i>								
Forecasted Fund Balance (Cash) at 09-30-22	\$ 46,076,996.37	\$ 31,878,426.77	\$ 6,007,305.85	\$ 3,555,972.44	\$ 595,939.04	\$ 196,163.71	\$ 118,706.31	\$ 3,724,482.25
Budgeted Revenues	\$ 106,052,941.63	\$ 78,730,998.91	\$ 16,765,873.30	\$ 1,181,790.00	\$ 750,120.00	\$ 1,046,616.78	\$ 53,000.00	\$ 7,524,542.64
Budgeted Expenditures	\$ 109,052,941.63	\$ 81,730,998.91	\$ 16,765,873.30	\$ 1,181,790.00	\$ 750,120.00	\$ 1,046,616.78	\$ 53,000.00	\$ 7,524,542.64
<i>Rounding</i>		-	-	-	-	-	-	-
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	\$ (3,000,000.00)	-	-	-	-	-	-
<i>Rounding</i>								
Budgeted Fund Balance (Cash) at 09-30-23	\$ 43,076,996.37	\$ 28,878,426.77	\$ 6,007,305.85	\$ 3,555,972.44	\$ 595,939.04	\$ 196,163.71	\$ 118,706.31	\$ 3,724,482.25
% increase / decrease in cash								
9/30/23 vs 9/30/21	4.4%	39.1%	22.3%	(16.1%)	(80.4%)	-	1.5%	(53.5%)
9/30/23 vs 9/30/22	(6.5%)	(9.4%)	-	-	-	-	-	-

**City of Bellevue
2022-23 Annual Budget
Bonded Indebtedness**

	Total Debt	Total Debt to Valuation	Lease- Purchase Debt	Wastewater Bonds	GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-21	\$ 78,645,000	1.72%	\$ 10,295,000	\$ 1,925,000	\$ 66,425,000	1.45%
Principal Payments During Year	(7,950,000)		\$ (890,000)	\$ (255,000)	\$ (6,805,000)	
New Debt Issued	3,910,000		\$ 3,910,000	\$ -		
Ending Bonded Indebtedness at 09-30-22	74,605,000	1.50%	\$ 13,315,000	\$ 1,670,000	\$ 59,620,000	1.20%
Principal Payments During Year	(5,420,000)		\$ (1,100,000)	\$ (260,000)	\$ (4,060,000)	
New Debt To Be Issued	11,701,250		\$ -	\$ 5,300,000	\$ 6,401,250	
Ending Bonded Indebtedness at 09-30-23	\$ 80,886,250	1.63%	\$ 12,215,000	\$ 6,710,000	\$ 61,961,250	1.25%
Valuation: \$4,960,206,000						

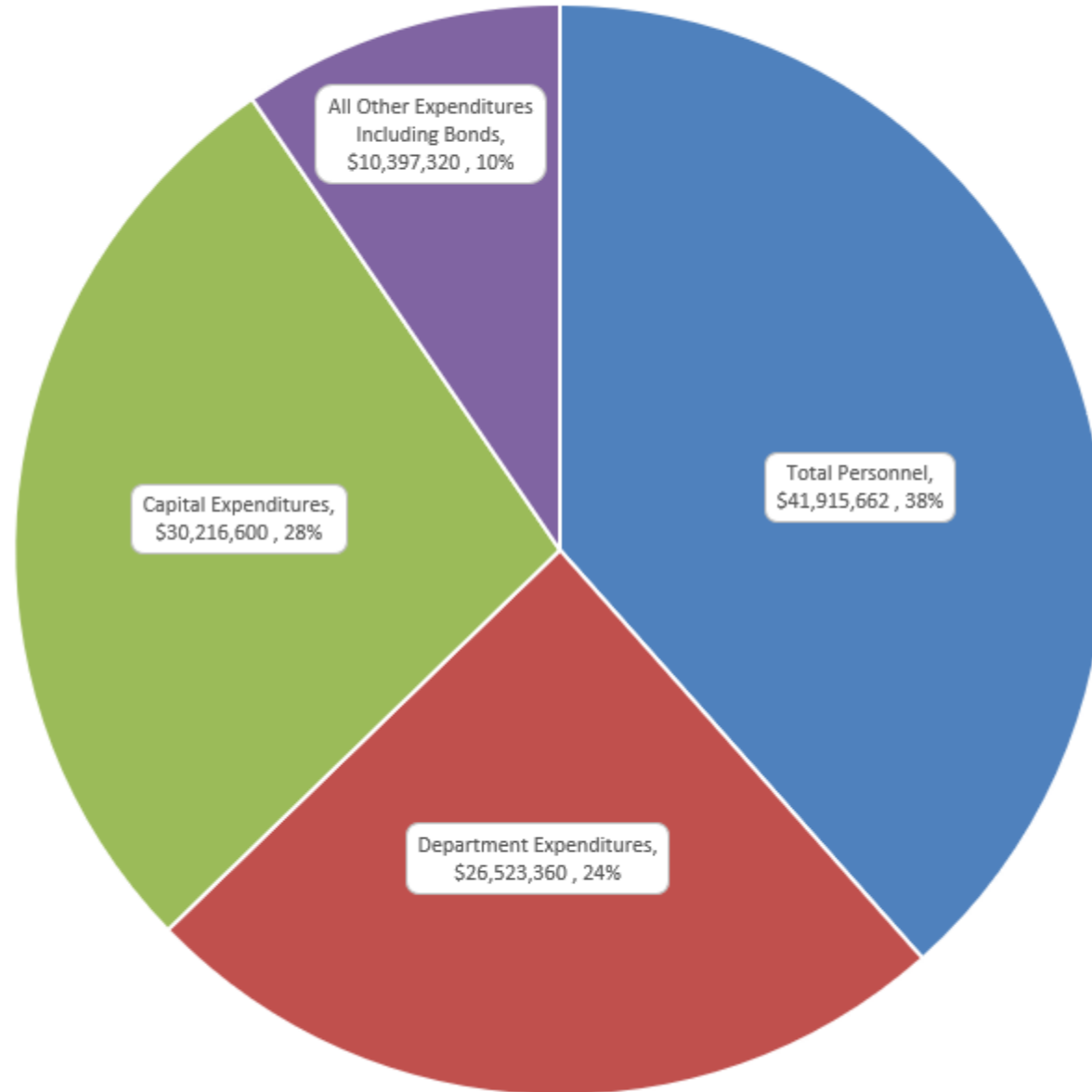
City of Bellevue

FYE2023 Budgeted Revenues - City-Wide



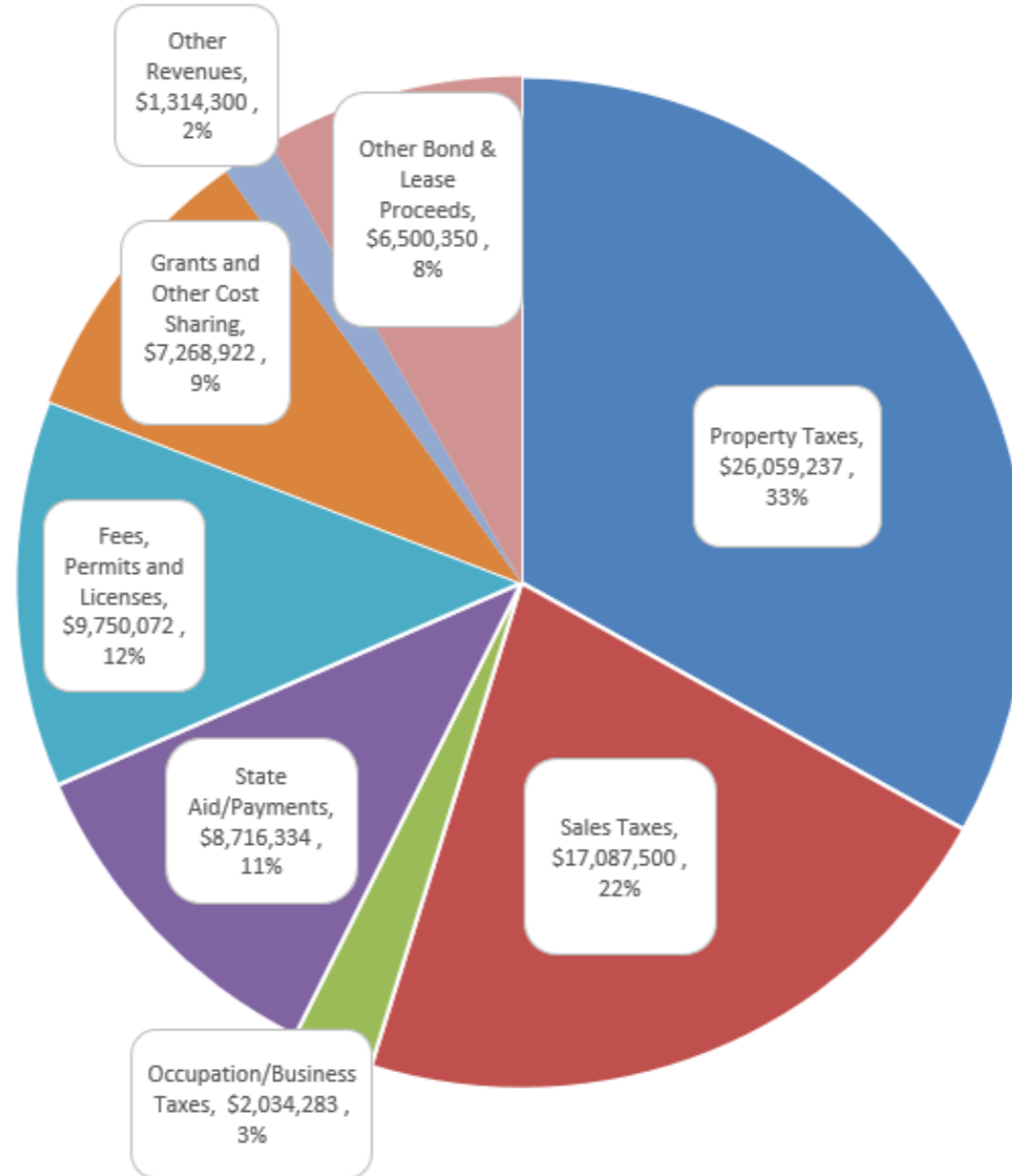
City of Bellevue

FYE2023 Budgeted Expenditures - City-Wide



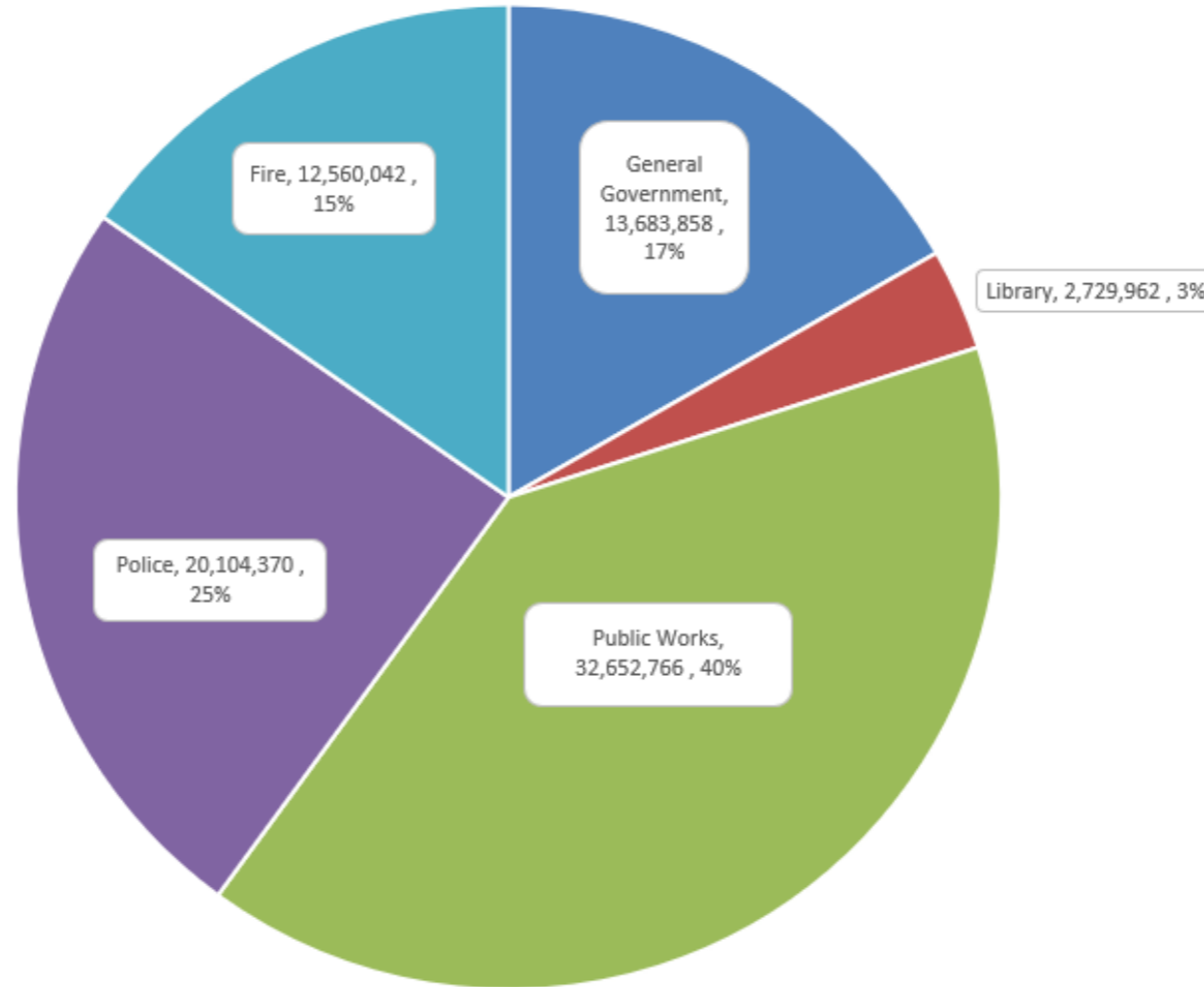
City of Bellevue

Sources of General Fund Revenue



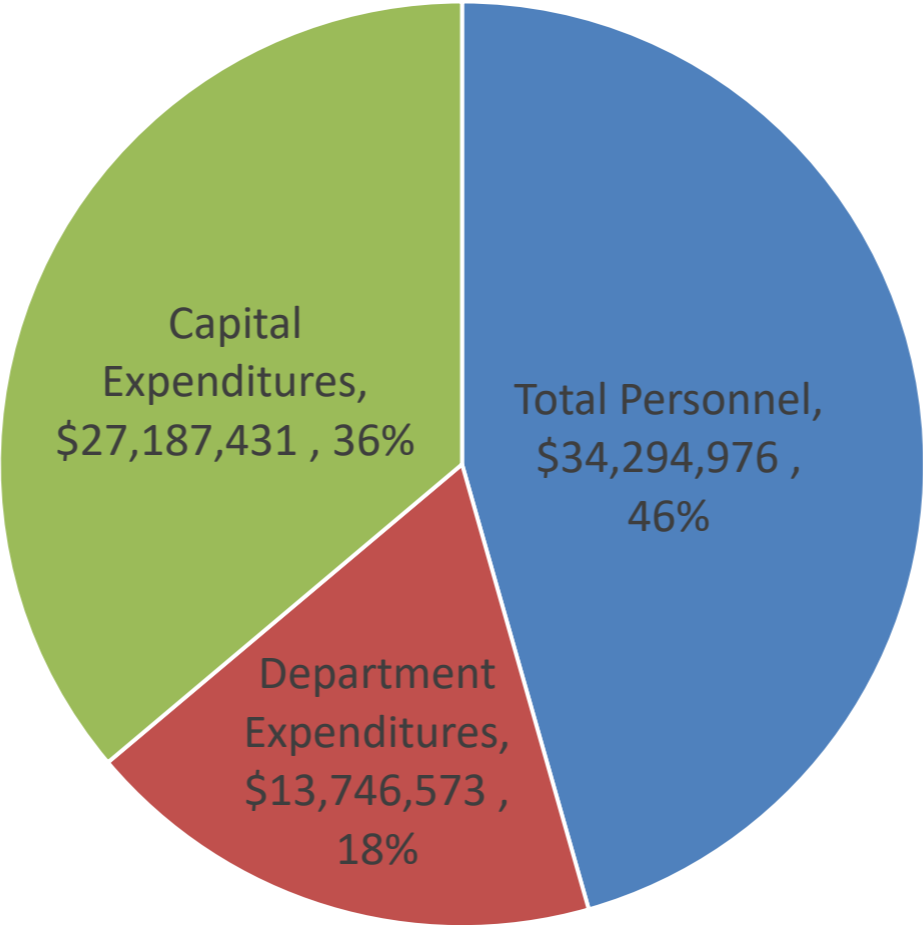
City of Bellevue

How the General Fund Money is Allocated in this Budget



City of Bellevue

Major Categories of General Fund Spending



■ Total Personnel ■ Department Expenditures ■ Capital Expenditures

City of Bellevue
Statement of Revenues and Expenditures All Funds
2022-23 Annual Budget
All Funds

	Total Budget All Funds	F10 & F99 General Fund	F60 Community Development (CDBG)	F50 Community Betterment (Keno)	F95 Debt Service	F55 Economic Development	F80 & F81 Police Funds	F20 Wastewater
Revenues								
Property Taxes	33,580,180.06	26,059,237.42	-	-	7,520,942.64	-	-	-
Sales Taxes	17,087,500.00	17,087,500.00	-	-	-	-	-	-
Occupation/Business Taxes	2,034,283.07	2,034,283.07	-	-	-	-	-	-
State Aid/Payments	8,716,334.00	8,716,334.00	-	-	-	-	-	-
Fees, Permits and Licenses	21,266,753.10	9,750,072.42	-	-	-	-	53,000.00	11,463,680.68
Other Revenues	23,367,891.40	15,083,572.00	1,046,616.78	1,181,790.00	3,600.00	750,120.00	-	5,302,192.62
Total Operating Revenue	106,052,941.63	78,730,998.91	1,046,616.78	1,181,790.00	7,524,542.64	750,120.00	53,000.00	16,765,873.30
Expenditures								
Total Personnel	41,915,661.93	40,886,519.42	-	-	-	-	-	1,029,142.51
Department Expenditures	27,389,858.87	18,002,463.72	1,046,616.78	426,790.00	368,267.54	120.00	53,000.00	7,492,600.83
Capital Leases	230,077.45	161,565.84	-	-	-	-	-	68,511.61
Total Operational Expenditures	69,535,598.25	59,050,548.98	1,046,616.78	426,790.00	368,267.54	120.00	53,000.00	8,590,254.95
Total Capital Expenditures	30,216,600.00	21,876,600.00	-	-	-	750,000.00	-	7,590,000.00
Other	9,300,743.38	803,849.93	-	755,000.00	7,156,275.10	-	-	585,618.35
Total Expenditures	109,052,941.63	81,730,998.91	1,046,616.78	1,181,790.00	7,524,542.64	750,120.00	53,000.00	16,765,873.30
Net Revenues / (Expenditures)	(3,000,000.00)	(3,000,000.00)	-	-	-	-	-	-

Proposed Budget Approval Timeline

- 1st Reading – August 2
- Special Public Hearing – August 9
- 2nd Reading (Public Hearing) – August 16
- 3rd Reading (Adoption) – September 6
- Submission – September 30
- **Tax Levy Effective 12/31/2022**

ORDINANCE NO. 4106

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2022, through September 30, 2023. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.

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

PASSED AND ADOPTED THIS 6th day of September, 2022.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

<u>First Reading:</u>	<u>08/02/2022</u>
<u>Special Budget Hearing:</u>	<u>08/09/2022</u>
<u>Second Reading:</u>	<u>08/16/2022</u>
<u>Third Reading:</u>	<u>09/06/2022</u>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022	SUBMITTED BY: City Administration/CDD	Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Public Hearing to receive input from the community regarding proposed amendments to the Bellevue Economic Development Plan. (Non-action item at August 2, 2022 Meeting).

SYNOPSIS/BACKGROUND:

City staff and administration has looked at expanding the LB840 area from the Hwy 34 Corridor to the entire city limits in order to provide LB840 economic funding to projects throughout the entire community. Individuals requesting funds would still have to meet requirements in the plan and apply and be approved for the same. Funding for the plan IS NOT increasing. This requires an amendment to the existing plan and the item being on the ballot for the citizens to approve/vote for. Holding a public hearing to consider the amendments is the first step in the process prior to the City Council approving the item to be placed on the ballot in November 2022.

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:

Hold a public hearing to receive input from the community regarding proposed amendments to the Bellevue Economic Development Plan. (Non-action item at August 2, 2022 Meeting).

ATTACHMENTS:

1. Amended Plan	2. Redline Amended Plan	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. Blue Robbins
[Signature]
[Signature]

Amended Plan

**AMENDED
PROPOSED
BELLEVUE NEBRASKA
ECONOMIC DEVELOPMENT PROGRAM**

AMENDED (insert date) – APRIL 30, 2040

Mayor:

Rusty Hike

Council Members:

**Jerry McCaw (at-large)
Thomas Burns (Ward 1)
Rich Casey (Ward 2)
Paul Cook (Ward 3)
Kathy Welch (Ward 4)
Don Preister (Ward 5)**

City Administrator:

Jim Ristow

City Attorney:

Bree Robbins

Community Development Director: Mark Elbert

Overview:

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many cities and villages have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipalities greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller villages and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the necessity of businesses locating in large metropolitan areas. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

Economic Development Strategy:

The City of Bellevue's community and economic development strategy involves building on our strengths to promote the expansion of existing industries and the accompanying creation and retention of jobs and to recruit new industries and new jobs to the community. The principal strategy is directed at maintaining a good quality of life, building a strong workforce, developing community resources, attracting new capital investment, broadening the community's tax base and ensuring economic stability and viability for the City of Bellevue.

Economic diversification will continue to be a critical priority for the City of Bellevue. Offutt Air Force Base continues to be a great asset to the community, but the need to increase other industries to the community is necessary to diminish the reliance the community has with the base's economic impact. Diversification will be strengthened by the recruitment of new business from outside and development of new businesses from inside the city. An economic development program can establish the city as a nurturing environment for small and large businesses alike and provide economic opportunity. This atmosphere, in turn, will encourage people with skills and ideas to move or return to Bellevue to live and do business as well as retain current residents.

In addition to recruitment, Bellevue can create job opportunities by helping existing businesses in the city to expand their markets and compete more successfully. The successful marketing of Bellevue as a center for opportunity is important to Bellevue's effort to expand its labor force and attract new residents.

The City of Bellevue recognizes that the attraction of new business and industry to a community, or the expansion of existing business or industry, takes place in a very competitive market place. In order to keep Bellevue as competitive as possible in that market place, the community will strive to use financial and human resources available in a partnership with federal, state, municipal and private sources.

Statement of Purpose, General Intent and Goals:

The City of Bellevue implemented an Economic Development Program beginning May 1, 2015 (hereinafter "2015 Program"). It is the intent of the City of Bellevue to amend the 2015 Program and implement an Economic Development Program herein that encompasses the entire city limits and the entire extra-territorial jurisdiction (ETJ) for the City of Bellevue, as may be amended by annexation or other ordinance.

The Economic Development Program as amended herein shall have the following purpose and goals:

- Create new jobs
- Generate employment opportunities
- Attract a variety of new businesses
- Attract new capital investment
- Broaden the tax base
- Expand the labor market

In addition to soliciting input for the development of this program, an effort has been made to ensure consistency with other plans and goals of the City of Bellevue. The City of Bellevue's Comprehensive Plan was previously reviewed and revised.

The objective of the Comprehensive Plan is to promote the health, safety and general welfare of the City by providing harmonious development and proper arrangements of streets and utilities. The plan also calls for adequate sanitary facilities and for the reduction of flood damage potential to the greatest extent possible.

The Economic Development Program as amended herein and implemented by the City of Bellevue will compliment and further the goals of the Comprehensive Plan and other economic development goals of the City of Bellevue.

Eligible Activities:

The eligible economic activities of the Economic Development Program as amended herein are those activities within the corporate limits for the City of Bellevue as well as its extra-territorial jurisdiction from time to time permitted by Nebraska statute or authorized by the Mayor and City Council, including, but not limited to, the following activities: direct loans or grants to qualifying businesses, including loans and grants for fixed assets or working capital or both; loan guarantees for qualifying businesses; expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses, the construction of buildings to be leased or sold to said businesses, or the development of public facilities; the purchase of, or obtaining, renewing or extending options to purchase, real estate, including commercial, industrial and public sites; grants or loans for job training; and the issuance of bonds as provided for in the Act. Land to be purchased, either directly or through options, may be within or outside the corporate limits of the City of Bellevue.

The Local Option Municipal Economic Development Act has been changed in several Legislative sessions since it was signed into law on June 3, 1991. It is reasonable to assume the law will change during the course of Bellevue's Economic Development Program. This program is written with the intent that future changes to the Act which are beneficial to the City and citizens of Bellevue are expressly included in this Program; provided, however, any such changes shall not expand the Program beyond the boundaries as established herein without a vote of the citizens of the City of Bellevue.

The eligible economic activities of the Economic Development Program are further described as follows:

- (a) **Purchase of Land:** As a part of the program, the City of Bellevue may purchase real property or options on real property when such property is located within the corporate limits of the City of Bellevue or its ETJ. The Program Administrator shall be responsible for recommending real property purchases to the Mayor and City Council following review of available real property which meets the goals and strategies of this Economic Development Program and reporting the same to the Mayor and City Council. The City shall comply with all statutory requirements when purchasing real property. Proceeds from the sale of real property purchased pursuant to the Economic Development Program shall be returned to the City of Bellevue's Economic Development Fund for future use.
- (b) **Construction or Financing of Infrastructure Improvements:** As a part of the program, the City of Bellevue may make expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses. Such infrastructure improvements may include, but not be limited to, expanding water lines, sanitary sewer lines, storm sewers, pump stations, electrical utilities, gas utilities and access to transportation routes, including public roads, rail lines and the Missouri River. Any expenditures for access to

transportation shall specifically include installation of railroad tracks, railroad crossings, rail switch stations and docks or piers for loading and unloading barges and other river transportation vessels.

- (c) Loan Fund: The City may establish a loan fund under the Economic Development Program to assist businesses located (or locating) within the corporate limits of the City of Bellevue or its ETJ. The loan fund shall be organized and operated as determined by the City of Bellevue based on loan or financing programs from time to time offered business ventures by the Small Business Administration (or other federal government agency identified by the City of Bellevue in the event the Small Business Administration ceases to exist, be known by that name, or provide relevant loan or financing programs) (“SBA”) or the State of Nebraska. The particular requirements, conditions, standards and criteria of any loan or financing provided by the City of Bellevue under the loan fund shall be consistent with the relevant SBA or State of Nebraska loan or financing program on which the particular loan or financing provided by the City of Bellevue is based. The SBA or State of Nebraska requirements, standards, conditions or criteria will be the minimum applicable to the City of Bellevue loan fund with respect to the matters listed in (i) through (iv) below. The City of Bellevue can in any case impose additional or greater requirements, standards, criteria or conditions as determined under the circumstances appropriate; provided, however, any such changes shall not expand the ability to utilize the loan fund for businesses outside of the corporate limits of the City of Bellevue or its ETJ without a vote of the citizens of the City of Bellevue.
- (i) Types of financial assistance available, the maximum proportion of financial assistance that will be provided to any single qualifying business and the criteria used to determine the appropriate level of assistance;
 - (ii) The criteria and procedures that will be used to determine the necessity and appropriateness of permitting a qualifying business to participate in the loan fund;
 - (iii) The criteria for determining the time within which a qualifying business must meet the goals set for it under its participation agreement; and
 - (iv) Standards for loan delinquency, declaration of default, and actions to be taken upon default (consistent with Neb. Rev. Stat. section 18-2720).

At the time a qualifying business applies to the City to participate in the loan fund, the business shall provide to the City appropriate documentation evidencing its negotiations with one or more primary lenders and the terms upon which it has received or will receive the portion of total financing which will not be provided by the City of Bellevue.

The investment strategies that the City will pursue to promote the growth of the loan fund while assuring its security and liquidity will be in accordance with applicable law. The Finance Director of the City of Bellevue will have primary responsibility for administration of loan servicing, unless other specified by the Mayor and City Council.

The loan fund will be administered in accordance with applicable law, including Neb. Rev. Stat. section 18-2720. The City of Bellevue does not at this time expect that any personnel or other assistance beyond regular City of Bellevue employees will be needed to assist in the administration of the loan fund. However, if the City Administrator at any time determines that additional personnel or assistance is needed, payment or reimbursement for the same shall not be provided from the loan fund unless otherwise approved by the voters of the citizens of the City of Bellevue.

The loan fund will be audited annually in conjunction with the audit of the Economic Development Program pursuant to Neb. Rev. Stat. section 18-2721. In addition, any applicant or recipient of lending or other financing from the loan fund is required to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from time-to-time requests or requires. All applicants and recipients are deemed to agree to this condition by the submittal of an application under this Economic Development Program.

Qualifying Businesses:

A qualifying business shall mean any corporation, partnership, limited liability company or sole proprietorship located within (or locating within) the corporate limits of the City of Bellevue or its ETJ and which derives its principal source of income from any of the following:

- 1) The manufacturing of articles of commerce;
- 2) The conduct of research and development;
- 3) The processing, storage, transport or sale of goods or commodities which are sold or traded in interstate commerce;
- 4) The sale of services in interstate commerce;
- 5) Headquarter facilities relating to eligible activities as listed in this section;
- 6) Telecommunications activities;
- 7) Tourism-related activities;
- 8) Retail; and
- 9) Any other business deemed as a qualifying business in the Local Option Municipal Economic Development Act or through future action of the Nebraska legislature.

A qualifying business must be located within, or locating within, the corporate limits of the City of Bellevue or its ETJ. Eligible qualifying businesses may apply more than once and receive program benefits more than once.

Source of Funds, Length of Program, Preliminary Budget, Bonding Authority:

This section describes the source of funds and a preliminary budget for Bellevue's Economic Development Program. It is important to note that this budget must be developed annually and may be modified from time to time by the Bellevue City Council. In the field of economic development, it is impossible to anticipate every condition or requirement. The City of Bellevue should maintain the flexibility to respond to specific requirements and opportunities on a short-term basis.

(a) Source of Local Option Funds: The City of Bellevue's source of public funds for this Economic Development Program will be the existing local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax from May 1, 2015 until April 30, 2035 which was approved by the voters of the City of Bellevue on or about November 4, 2014. Additional funds from other non-City sources will be sought beyond those derived from local sources of revenue, such as Tourism Grants.

(b) Length of Time the Program will Exist: The City of Bellevue's Economic Development Program which was approved by the voters of the City of Bellevue on or about November 4, 2014, will exist from May 1, 2015 until April 30, 2040. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Program during the life of this program.

(c) Preliminary Budget: The City of Bellevue shall establish an Economic Development Fund and shall contribute an amount not to exceed \$375,000 for any one-half year and \$750,000 per year beginning May 1, 2015 and ending April 30, 2035, as appropriated annually by the City Council. The annual amount of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to be placed into this fund shall be included in the City of Bellevue's budget each year and approved by the Bellevue City Council. Any proceeds from the issuance of bonds to provide funds to carry out this Economic Development Program and any proceeds from land or building sales associated with this Economic Development Program shall be deposited in this fund. The City of Bellevue shall not transfer or remove funds other than for the specific uses outlined in this program during the life of this program. The minimum expenditure in any one year shall not exceed the amount contributed for that year plus any surplus funds from previous years plus any non-City source of funds available.

(d) Bond Authority: Following a public hearing, the Bellevue City Council may authorize the issuance of bonds to carry out this Economic Development Program. Future contributions of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to the Economic Development Fund shall be used to pay off these bonds.

(e) Separate Development Fund: The City of Bellevue shall establish a separate Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718. Any funds derived from local sources of revenue for the program, earnings from the investment of such funds, any loan payment, any proceeds from the sale by the City of assets purchased by the City under the Economic

Development Program, or any other money received by the City by reason of the Economic Development Program or any other funds from non-City sources, shall be deposited into the Economic Development Fund. Any proceeds from the issuance and sale of bonds to provide funds to carry out the Economic Development Program, except for refunding bonds pursuant to Neb. Rev. Stat. section 18-2732, shall also be deposited into the Economic Development Fund. Except upon termination of the Economic Development Program as set forth herein, money in the Economic Development Fund shall not be deposited in the general fund of the City of Bellevue and the City of Bellevue shall not transfer or remove funds from the Economic Development Fund nor shall they be co-mingled with any other City of Bellevue funds. In no event shall money in the Economic Development Fund, or in the general fund of the City of Bellevue after being transferred from the Economic Development Fund, be utilized for purposes falling outside of the this plan without a vote of the citizens of the City of Bellevue.

(f) Investment of Funds: Any money in the Economic Development Fund, not currently required or committed for purposes of the Economic Development Program, shall be invested as provide in Section 77-2341 of the Revised Statutes of Nebraska.

(g) Disposition of Funds on Termination: In the event the Economic Development Program is terminated, the balance of the money in the Economic Development Fund, not otherwise committed by contract under the program, shall be deposited in the general fund of the City of Bellevue for future use for economic development purposes. Any funds received by the City of Bellevue, by reason of the Economic Development Program, after the termination of such program, shall be transferred from the Economic Development Fund to the general fund of the City of Bellevue. The Economic Development Fund shall not be terminated until such time as all projects and contracts related to the program have been finally completed and all funds related to them fully accounted for, with no further City of Bellevue action required, and after completion of the final audit.

(h) Termination of Program: When the Economic Development Program is terminated, the governing body of the City of Bellevue shall, by resolution, certify the amount of money to be transferred from the Economic Development Fund to the general fund of the City of Bellevue and the amount that it is anticipated will be received by the City of Bellevue between such time and final audit of the Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718.

(i) Continuation of Program: If, after five full budget years following initiation of the approved Economic Development Program, less than fifty percent (50%) of money collected from local sources of revenue is spent or committed by contract, the governing body of the City of Bellevue shall place the question of the continuation of the City of Bellevue's Economic Development Program on the ballot at the next regular election.

(j) Audit of Funds: The City of Bellevue shall provide for an annual, outside, independent audit of the Economic Development Program, by a qualified auditing business. The auditing business shall not, at the time of the audit or any period during the audit, have any contractual or business relationship with any qualifying business receiving funds or assistance under the Economic Development Program, or any financial institution directly involved with a qualifying business receiving funds or assistance under the Economic Development Program. The result of such audit

shall be filed with the City of Bellevue Clerk and made available for public review during normal business hours. Every applicant or recipient under the Economic Development Program agrees by submitting an application under the Program to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from time to time requests or requires.

Administrative Process:

The City of Bellevue or its designee shall administer the program. The Mayor of Bellevue and the Bellevue City Council will develop a Citizen Advisory Review Committee (the “Committee”) to administer the application process of the program. The Committee shall consist of five (5) residents from the City of Bellevue who shall be appointed by the Mayor of Bellevue subject to approval from the Bellevue City Council. At least three (3) members of the Committee shall have expertise in the field of business, finance or accounting. The Mayor of Bellevue, with the approval of the Bellevue City Council, will designate an appropriate City Official to assist in the administration of the Economic Development Program and also serve on the Citizen Advisory Review Committee as an ex-officio member. The City Official will be responsible for providing assistance, information and advice on the Economic Development Program. Also serving on the Citizen Advisory Review Committee as an ex-officio member will be the City Administrator, who will serve as the Economic Development Program Administrator.

The City of Bellevue may contract with other entities to provide staffing and other support services to assist the Citizen Advisory Review Committee in the administration of the program.

The Citizen Advisory Review Committee will meet to review applications on an as needed basis; they will also meet on a quarterly basis to review the progress of the Economic Development Program. The committee will report its findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

The Bellevue City Council may assign additional responsibilities to the Committee as necessary to carry out the Economic Development Program or program changes as dictated by changing project needs and economic conditions.

Application Process:

To be considered for financial assistance through Bellevue’s Economic Development Program, applicants must provide the following information:

- 1) A detailed description of the proposed project, including an address or legal description for the proposed project.
- 2) A business plan that includes employment and financial projections, current financial statements, financing requirements for the project and total projected costs.
- 3) A complete City of Bellevue Local Option Municipal Economic Development Program application.

In determining eligibility, additional information may be requested.

The Citizen Advisory Review Committee will review applications in the order they are received. Approval/disapproval of an application will be based on project feasibility and the potential future economic benefit that the project will provide to the community.

Applications that are approved by the Citizen Advisory Review Committee will be subject to a financial verification process. The financial verification process will be completed prior to the application being presented to the Bellevue City Council for approval.

After the Citizen Advisory Review Committee approves an application and the financial verification process is complete, the application will be presented to the Bellevue City Council for approval. The Bellevue City Council will use the same qualification requirements as the Citizen Advisory Review Committee used for the initial approval process. Upon approval, the Bellevue City Council will provide a suitable timeframe to disburse funds that meet the requirements of the applicant, provided that proper execution of the agreements are made between the applicant and the City of Bellevue.

Administration of Economic Development Program:

It is the intent of the program that the majority of the funds are used to support eligible activities and that only a minimal amount is spent on administrative costs. The administration of this program will be shared by three separate entities. The entities are as follows:

(a) Program Administrator: The Program Administrator shall be the City Administrator or his/her designee. The Program Administrator:

1. Will be responsible for the day-to-day operations of the program;
2. Will assist applicants and recruit potential applicants;
3. Will serve as an ex-officio, non-voting member of the Advisory Committee; and
4. Will provide the Citizen Advisory Review Committee with all necessary advice and information.

(b) Citizen Advisory Review Committee:

1. The Citizen Advisory Review Committee will be comprised of five (5) residents from the City of Bellevue. The Mayor of Bellevue will appoint the committee members after receiving approval from the Bellevue City Council. Committee members may not be elected or appointed officials, employees of the City of Bellevue, an official or employee of any qualifying business receiving financial assistance under this Economic Development Program or an official or employee of any financial institution participating directly in the Economic Development Program. The Committee will have at least three (3) individuals with expertise or experience in the field of business, finance or accounting. The Committee will have the City Administrator serving as an ex-officio member.
2. The Committee will meet as needed to review and approve/disapprove applications using the standard criteria set forth previously in the application process. The

Committee will also meet on a quarterly basis to review the progress of the Economic Development Program. The Committee will present findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

(c) Bellevue City Council:

1. Will have final authority on expenditure of funds in support of the economic development program.
2. Will approve the membership of the Citizen Advisory Review Committee.
3. Will have ultimate responsibility for the Economic Development Program.

Confidentiality, Laws and Regulations:

To ensure applicant confidentiality, the following measures will be instituted and enforced:

1. Each member of the Citizen Advisory Review Committee (including ex-officio members) and the Project Administrator will sign a "Statement of Confidentiality".
2. An applicant's business and financial information will be available to the Citizen Advisory Review Committee during the approval/disapproval process only. After the approval/disapproval process, the City Clerk will keep all permanent files and records. Access to these files and records will be limited and on a need to know basis only.

The City Attorney, in conjunction with the Citizen Advisory Review Committee, will establish procedures to ensure that the municipality and the qualifying business are meeting all applicable laws, regulations and requirements. These procedures are subject to review and approval by the Bellevue City Council.

Severability

If any section, subsection, sentence, clause or phrase of the Economic Development Program is, for any reason, held to be unconstitutional, unenforceable or invalid, such unconstitutionality, unenforceability or invalidity shall not affect the constitutionality, enforceability or validity of the remaining portions of the Program. The Mayor and City Council of the City of Bellevue hereby declare that they would have passed this Program and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, unenforceable or invalid.

Redline Amended Plan

**AMENDED
PROPOSED
BELLEVUE NEBRASKA
ECONOMIC DEVELOPMENT PROGRAM**

MAY 1, 2015AMENDED (insert date) – APRIL 30, 2040

Mayor: Rusty Hike ~~Rita Sanders~~

Council Members: Carol Blood
Jerry McCaw ~~Steve~~

~~Carmichael~~

Kathy Welch ~~Kathy Saniuk~~
Paul Cook
Thomas Burns ~~Steve Knutson~~
Don Preister
Richard Casey

City Administrator: ~~Dan Berlowitz~~ Jim Ristow

City Attorney: Bree Robbins ~~Patriek J.~~

Community Development Director: Mark Elbert ~~Sullivan~~

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Overview:

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many cities and villages have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipalities greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller villages and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the necessity of businesses locating in large metropolitan areas. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

Economic Development Strategy:

The City of Bellevue's community and economic development strategy involves building on our strengths to promote the expansion of existing industries and the accompanying creation and retention of jobs and to recruit new industries and new jobs to the community. The principal strategy is directed at maintaining a good quality of life, building a strong workforce, developing community resources, attracting new capital investment, broadening the community's tax base and ensuring economic stability and viability for the City of Bellevue.

Economic diversification will continue to be a critical priority for the City of Bellevue. Offutt Air Force Base continues to be a great asset to the community, but the need to increase other industries to the community is necessary to diminish the reliance the community has with the base's economic impact. Diversification will be strengthened by the recruitment of new business from outside and development of new businesses from inside the city. An economic development program can establish the city as a nurturing environment for small and large businesses alike and provide economic opportunity. This atmosphere, in turn, will encourage people with skills and ideas to move or return to Bellevue to live and do business as well as retain current residents.

In addition to recruitment, Bellevue can create job opportunities by helping existing businesses in the city to expand their markets and compete more successfully. The successful marketing of Bellevue as a center for opportunity is important to Bellevue's effort to expand its labor force and attract new residents.

The City of Bellevue recognizes that the attraction of new business and industry to a community, or the expansion of existing business or industry, takes place in a very competitive market place. In order to keep Bellevue as competitive as possible in that market place, the community will strive to use financial and human resources available in a partnership with federal, state, municipal and private sources.

Statement of Purpose, General Intent and Goals:

~~The City of Bellevue implemented an Economic Development Program beginning May 1, 2015 (hereinafter "2015 Program"). It is the intent of the City of Bellevue to amend the 2015 Program and implement an Economic Development Program herein that encompasses the entire city limits and the entire extra-territorial jurisdiction (ETJ) for the City of Bellevue, as may be amended by annexation or other ordinance, within the southeast corner of the City's planning and zoning jurisdiction to promote new development along the soon-to-be-completed Highway 34, which will initially be open in Sarpy County from the Missouri River (on the east) to Highway 75 (on the west). The City's Economic Development Program will occur within a rectangular-shaped development area consisting of approximately [5,000] acres within the following defined boundaries: (i) on the east, the Missouri River, (ii) on the south, the Sarpy County boundary line with Cass County, (iii) on the west, Highway 75, beginning at the Cass County / Sarpy County line and running north to a point which is one-half mile south of the intersection with Fairview Road, then west one-half mile, then north one-half mile, then east one-half mile back to Highway 75, then north on Highway 75 to the intersection with Papillion Creek, and (iv) on the north, a line running south and east from the intersection of Highway 75 and Papillion Creek in a southeasterly direction along Papillion Creek until Papillion Creek intersects with the Keystone Trail, then follow the Keystone Trail north across Papillion Creek, then follow the Keystone Trail east until a point fifty feet (50') before the Keystone Trail intersects with the railroad tracks, then northeasterly running parallel with (and fifty feet (50') west of) the railroad tracks until a point where Cunningham Road is directly east, then east across the railroad tracks to Cunningham Road, then continuing east along Cunningham Road, across the intersection with Harlan-Lewis Road, and continuing east along Cunningham Road to the Missouri River, all as depicted on Exhibit "A" attached hereto (the "Highway 34 Corridor District").~~

The Economic Development Program ~~as amended herein~~ to occur within the Highway 34 Corridor District shall have the following purpose and goals:

- Create new jobs ~~within the Highway 34 Corridor District~~
- Generate employment opportunities ~~within the Highway 34 Corridor District~~
- Attract a variety of new businesses ~~within the Highway 34 Corridor District~~
- Attract new capital investment ~~within the Highway 34 Corridor District~~
- Broaden the tax base ~~within the Highway 34 Corridor District~~
- Expand the labor market ~~within the Highway 34 Corridor District~~

In addition to soliciting input for the development of this program, an effort has been made to ensure consistency with other plans and goals of the City of Bellevue. The City of Bellevue's Comprehensive Plan was previously reviewed and revised ~~_to take the Highway 34 Corridor District into consideration.~~

The objective of the Comprehensive Plan is to promote the health, safety and general welfare of the City by providing harmonious development and proper arrangements of streets and utilities. The plan also calls for adequate sanitary facilities and for the reduction of flood damage potential to the greatest extent possible. ~~In support of the Economic Development Program within the Highway 34 Corridor District, the City of Bellevue previously approved Ordinance No. 3683 on August 28, 2012, whereby such Ordinance defined the boundaries of a Highway 34 corridor overlay as (i) being land within one (1) mile of the centerline of Highway 34 within the planning jurisdiction of the City of Bellevue, bordered by the Missouri River on the east and 5th Street on the west, and (ii) it also includes Tax Lots 4A and 5A, Tax Lots 7 and 8A, Tax Lots 10A and 11A, and Tax Lot 15A, which is commonly known as the Iske property (collectively, the "Highway 34 Corridor Overlay").~~

The Economic Development Program as amended herein and implemented by the City of Bellevue ~~within the Highway 34 Corridor District~~ will compliment and further the goals of the Comprehensive Plan and the Highway 34 Corridor Overlay and other economic development goals of the City of Bellevue.

Eligible Activities:

The eligible economic activities of the Economic Development Program as amended herein are those activities within the corporate limits for the City of Bellevue as well as its extra-territorial jurisdiction the Highway 34 Corridor District from time to time permitted by Nebraska statute or authorized by the Mayor and City Council, including, but not limited to, the following activities: direct loans or grants to qualifying businesses, including loans and grants for fixed assets or working capital or both; loan guarantees for qualifying businesses; expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses, the construction of buildings to be leased or sold to said businesses, or the development of public facilities; the purchase of, or obtaining, renewing or extending options to purchase, real estate, including commercial, industrial and public sites; grants or loans for job training; and the issuance of bonds as provided for in the Act. Land to be purchased ~~within the Highway 34 Corridor District,~~ either directly or through options, may be within or ~~without outside~~ the corporate limits of the City of Bellevue.

The Local Option Municipal Economic Development Act has been changed in several Legislative sessions since it was signed into law on June 3, 1991. It is reasonable to assume the law will change during the course of Bellevue's Economic Development Program. This program is written with the intent that future changes to the Act which are beneficial to the City and citizens of Bellevue are expressly included in this Program; provided, however, any such changes shall not

expand the Program beyond the boundaries ~~as established herein of the Highway 34 Corridor District~~ without a vote of the citizens of the City of Bellevue.

The eligible economic activities of the Economic Development Program are further described as follows:

- (a) Purchase of Land: As a part of the program, the City of Bellevue may purchase real property or options on real property when such property is located within the ~~corporate limits of the City of Bellevue or its ETJ, Highway 34 Corridor District~~. The Program Administrator shall be responsible for recommending real property purchases to the Mayor and City Council following review of available real property which meets the goals and strategies of this Economic Development Program and reporting the same to the Mayor and City Council. The City shall comply with all statutory requirements when purchasing real property. Proceeds from the sale of real property purchased pursuant to the Economic Development Program shall be returned to the City of Bellevue's Economic Development Fund for future use.
- (b) Construction or Financing of Infrastructure Improvements: As a part of the program, the City of Bellevue may make expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses. Such infrastructure improvements may include, but not be limited to, expanding water lines, sanitary sewer lines, storm sewers, pump stations, electrical utilities, gas utilities and access to transportation routes, including public roads, rail lines and the Missouri River. Any expenditures for access to transportation shall specifically include installation of railroad tracks, railroad crossings, rail switch stations and docks or piers for loading and unloading barges and other river transportation vessels.
- (c) Loan Fund: The City may establish a loan fund under the Economic Development Program to assist businesses located (or locating) within the ~~corporate limits of the City of Bellevue or its ETJ, Highway 34 Corridor District~~. The loan fund shall be organized and operated as determined by the City of Bellevue based on loan or financing programs from time to time offered business ventures by the Small Business Administration (or other federal government agency identified by the City of Bellevue in the event the Small Business Administration ceases to exist, be known by that name, or provide relevant loan or financing programs) ("SBA") or the State of Nebraska. The particular requirements, conditions, standards and criteria of any loan or financing provided by the City of Bellevue under the loan fund shall be consistent with the relevant SBA or State of Nebraska loan or financing program on which the particular loan or financing provided by the City of Bellevue is based. The SBA or State of Nebraska requirements, standards, conditions or criteria will be the minimum applicable to the City of Bellevue loan fund with respect to the matters listed in (i) through (iv) below. The City of Bellevue can in any case impose additional or greater requirements, standards,

criteria or conditions as determined under the circumstances appropriate; provided, however, any such changes shall not expand the ability to utilize the loan fund for businesses outside of the ~~corporate limits of the City of Bellevue or its ETJ boundaries of the Highway 34 Corridor District~~ without a vote of the citizens of the City of Bellevue.

- (i) Types of financial assistance available, the maximum proportion of financial assistance that will be provided to any single qualifying business and the criteria used to determine the appropriate level of assistance;
- (ii) The criteria and procedures that will be used to determine the necessity and appropriateness of permitting a qualifying business to participate in the loan fund;
- (iii) The criteria for determining the time within which a qualifying business must meet the goals set for it under its participation agreement; and
- (iv) Standards for loan delinquency, declaration of default, and actions to be taken upon default (consistent with Neb. Rev. Stat. section 18-2720).

At the time a qualifying business applies to the City to participate in the loan fund, the business shall provide to the City appropriate documentation evidencing its negotiations with one or more primary lenders and the terms upon which it has received or will receive the portion of total financing which will not be provided by the City of Bellevue.

The investment strategies that the City will pursue to promote the growth of the loan fund while assuring its security and liquidity will be in accordance with applicable law. The Finance Director of the City of Bellevue will have primary responsibility for administration of loan servicing, unless otherwise specified by the Mayor and City Council.

The loan fund will be administered in accordance with applicable law, including Neb. Rev. Stat. section 18-2720. The City of Bellevue does not at this time expect that any personnel or other assistance beyond regular City of Bellevue employees will be needed to assist in the administration of the loan fund. However, if the City Administrator at any time determines that additional personnel or assistance is needed, payment or reimbursement for the same shall not be provided from the loan fund unless otherwise approved by the voters of the citizens of the City of Bellevue.

The loan fund will be audited annually in conjunction with the audit of the Economic Development Program pursuant to Neb. Rev. Stat. section 18-2721. In addition, any applicant or recipient of lending or other financing from the loan fund is required to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from ~~time-to-time~~ ~~time-to-time~~ requests or requires. All applicants and recipients are deemed to agree to this

condition by the submittal of an application under this Economic Development Program.

Qualifying Businesses:

A qualifying business shall mean any corporation, partnership, limited liability company or sole proprietorship located within (or locating within) the ~~corporate limits of the City of Bellevue or its ETJ boundaries of the Highway 34 Corridor District~~ and which derives its principal source of income from any of the following:

- 1) The manufacturing of articles of commerce;
- 2) The conduct of research and development;
- 3) The processing, storage, transport or sale of goods or commodities which are sold or traded in interstate commerce;
- 4) The sale of services in interstate commerce;
- 5) Headquarter facilities relating to eligible activities as listed in this section;
- 6) Telecommunications activities;
- 7) Tourism-related activities;
- 8) Retail; and
- 9) Any other business deemed as a qualifying business in the Local Option Municipal Economic Development Act or through future action of the Nebraska legislature.

A qualifying business must be located within, or locating within, the ~~corporate limits of the City of Bellevue or its ETJ boundaries of the Highway 34 Corridor District.~~ Eligible qualifying businesses may apply more than once and receive program benefits more than once.

Source of Funds, Length of Program, Preliminary Budget, Bonding Authority:

This section describes the source of funds and a preliminary budget for Bellevue’s Economic Development Program. It is important to note that this budget must be developed annually and may be modified from time to time by the Bellevue City Council. In the field of economic development, it is impossible to anticipate every condition or requirement. The City of Bellevue should maintain the flexibility to respond to specific requirements and opportunities on a short-term basis.

(a) Source of Local Option Funds: The City of Bellevue’s source of public funds for this Economic Development Program will be the existing local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax from May 1, 2015 until April 30, 2035 ~~which was approved by the voters of the City of Bellevue on or about November 4, 2014; provided, however, that the City of Bellevue may not appropriate funds to fund the Economic Development Program if the City Council or the voters of the City of Bellevue (as applicable) do not approve the appropriation of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and/or Real Estate Tax pursuant to City Council resolutions or ballot propositions (as applicable).~~ Additional funds from

other non-City sources will be sought beyond those derived from local sources of revenue, such as Tourism Grants.

(b) Length of Time the Program will Exist: The City of Bellevue's Economic Development Program ~~which was approved by the voters of the City of Bellevue on or about November 4, 2014, if approved by Bellevue residents and authorized by the Bellevue City Council.~~ will exist from May 1, 2015 until April 30, 2040. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Program during the life of this program.

(c) Preliminary Budget: The City of Bellevue shall establish an Economic Development Fund and shall contribute an amount not to exceed \$375,000 for any one-half year and \$750,000 per year beginning May 1, 2015 and ending April 30, 2035, as appropriated annually by the City Council. The annual amount of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to be placed into this fund shall be included in the City of Bellevue's budget each year and approved by the Bellevue City Council. Any proceeds from the issuance of bonds to provide funds to carry out this Economic Development Program and any proceeds from land or building sales associated with this Economic Development Program shall be deposited in this fund. The City of Bellevue shall not transfer or remove funds other than for the specific uses outlined in this program during the life of this program. The minimum expenditure in any one year shall not exceed the amount contributed for that year plus any surplus funds from previous years plus any non-City source of funds available.

(d) Bond Authority: Following a public hearing, the Bellevue City Council may authorize the issuance of bonds to carry out this Economic Development Program. Future contributions of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to the Economic Development Fund shall be used to pay off these bonds.

(e) Separate Development Fund: The City of Bellevue shall establish a separate Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718. Any funds derived from local sources of revenue for the program, earnings from the investment of such funds, any loan payment, any proceeds from the sale by the City of assets purchased by the City under the Economic Development Program, or any other money received by the City by reason of the Economic Development Program or any other funds from non-City sources, shall be deposited into the Economic Development Fund. Any proceeds from the issuance and sale of bonds to provide funds to carry out the Economic Development Program, except for refunding bonds pursuant to Neb. Rev. Stat. section 18-2732, shall also be deposited into the Economic Development Fund. Except upon termination of the Economic Development Program as set forth herein, money in the Economic Development Fund shall not be deposited in the general fund of the City of Bellevue and the City of Bellevue shall not transfer or remove funds from the Economic Development Fund nor shall they be co-mingled with any other City of Bellevue funds. In no event shall money in the Economic Development Fund, or in the general fund of the City of Bellevue after being transferred from the Economic Development Fund, be utilized for purposes falling outside of the ~~this plan Highway 34 Corridor District~~ without a vote of the citizens of the City of Bellevue.

(f) **Investment of Funds:** Any money in the Economic Development Fund, not currently required or committed for purposes of the Economic Development Program, shall be invested as provide in Section 77-2341 of the Revised Statutes of Nebraska.

(g) **Disposition of Funds on Termination:** In the event the Economic Development Program is terminated, the balance of the money in the Economic Development Fund, not otherwise committed by contract under the program, shall be deposited in the general fund of the City of Bellevue for future use ~~within the Highway 34 Corridor District for economic development purposes~~. Any funds received by the City of Bellevue, by reason of the Economic Development Program, after the termination of such program, shall be transferred from the Economic Development Fund to the general fund of the City of Bellevue. The Economic Development Fund shall not be terminated until such time as all projects and contracts related to the program have been finally completed and all funds related to them fully accounted for, with no further City of Bellevue action required, and after completion of the final audit.

(h) **Termination of Program:** When the Economic Development Program is terminated, the governing body of the City of Bellevue shall, by resolution, certify the amount of money to be transferred from the Economic Development Fund to the general fund of the City of Bellevue and the amount that it is anticipated will be received by the City of Bellevue between such time and final audit of the Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718.

(i) **Continuation of Program:** If, after five full budget years following initiation of the approved Economic Development Program, less than fifty percent (50%) of money collected from local sources of revenue is spent or committed by contract ~~for the Economic Development Program within the Highway 34 Corridor District~~, the governing body of the City of Bellevue shall place the question of the continuation of the City of Bellevue's Economic Development Program on the ballot at the next regular election.

(j) **Audit of Funds:** The City of Bellevue shall provide for an annual, outside, independent audit of the Economic Development Program, by a qualified auditing business. The auditing business shall not, at the time of the audit or any period during the audit, have any contractual or business relationship with any qualifying business receiving funds or assistance under the Economic Development Program, or any financial institution directly involved with a qualifying business receiving funds or assistance under the Economic Development Program. The result of such audit shall be filed with the City of Bellevue Clerk and made available for public review during normal business hours. Every applicant or recipient under the Economic Development Program agrees by submitting an application under the Program to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from time to time requests or requires.

Administrative Process:

The City of Bellevue or its designee shall administer the program. The Mayor of Bellevue and the Bellevue City Council will develop a Citizen Advisory Review Committee (the "Committee") to administer the application process of the program. The Committee shall consist of five (5) residents from the City of Bellevue who shall be appointed by the Mayor of Bellevue subject to

approval from the Bellevue City Council. At least three (3) members of the Committee shall have expertise in the field of business, finance or accounting. The Mayor of Bellevue, with the approval of the Bellevue City Council, will designate an appropriate City Official to assist in the administration of the Economic Development Program and also serve on the Citizen Advisory Review Committee as an ex-officio member. The City Official will be responsible for providing assistance, information and advice on the Economic Development Program. Also serving on the Citizen Advisory Review Committee as an ex-officio member will be the City Administrator, who will serve as the Economic Development Program Administrator.

The City of Bellevue may contract with other entities to provide staffing and other support services to assist the Citizen Advisory Review Committee in the administration of the program.

The Citizen Advisory Review Committee will meet to review applications on an as needed basis; they will also meet on a quarterly basis to review the progress of the Economic Development Program. The committee will report its findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

The Bellevue City Council may assign additional responsibilities to the Committee as necessary to carry out the Economic Development Program or program changes as dictated by changing project needs and economic conditions.

Application Process:

To be considered for financial assistance through Bellevue's Economic Development Program, applicants must provide the following information:

- 1) A detailed description of the proposed project, including an address or legal description for the proposed project, ~~located within the Highway 34 Corridor District.~~
- 2) A business plan that includes employment and financial projections, current financial statements, financing requirements for the project and total projected costs.
- 3) A complete City of Bellevue Local Option Municipal Economic Development Program application.

In determining eligibility, additional information may be requested.

The Citizen Advisory Review Committee will review applications in the order they are received. Approval/disapproval of an application will be based on project feasibility and the potential future economic benefit that the project will provide to the community.

Applications that are approved by the Citizen Advisory Review Committee will be subject to a financial verification process. The financial verification process will be completed prior to the application being presented to the Bellevue City Council for approval.

After the Citizen Advisory Review Committee approves an application and the financial verification process is complete, the application will be presented to the Bellevue City Council for approval. The Bellevue City Council will use the same qualification requirements as the Citizen Advisory Review Committee used for the initial approval process. Upon approval, the Bellevue City Council will provide a suitable timeframe to disburse funds that meet the requirements of the applicant, provided that proper execution of the agreements are made between the applicant and the City of Bellevue.

Administration of Economic Development Program:

It is the intent of the program that the majority of the funds are used to support eligible activities and that only a minimal amount is spent on administrative costs. The administration of this program will be shared by three separate entities. The entities are as follows:

(a) **Program Administrator:** The Program Administrator shall be the City Administrator or his/her designee. The Program Administrator:

1. Will be responsible for the day-to-day operations of the program;:-
2. Will assist applicants and recruit potential applicants;:-
3. Will serve as an ex-officio, non-voting member of the Advisory Committee; and
4. ~~W~~will provide the Citizen Advisory Review Committee with all necessary advice and information.

(b) **Citizen Advisory Review Committee:**

1. The Citizen Advisory Review Committee will be comprised of five (5) residents from the City of Bellevue. The Mayor of Bellevue will appoint the committee members after receiving approval from the Bellevue City Council. Committee members may not be elected or appointed officials, employees of the City of Bellevue, an official or employee of any qualifying business receiving financial assistance under this Economic Development Program or an official or employee of any financial institution participating directly in the Economic Development Program. The Committee will have at least three (3) individuals with expertise or experience in the field of business, finance or accounting. The Committee will have the City Administrator serving as an ex-officio member.
2. The Committee will meet as needed to review and approve/disapprove applications using the standard criteria set forth previously in the application process. The Committee will also meet on a quarterly basis to review the progress of the Economic Development Program. The Committee will present findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

(c) **Bellevue City Council:**

1. Will have final authority on expenditure of funds in support of the economic development program.
2. Will approve the membership of the Citizen Advisory Review Committee.
3. Will have ultimate responsibility for the Economic Development Program.

Confidentiality, Laws and Regulations:

To ensure applicant confidentiality, the following measures will be instituted and enforced:

1. Each member of the Citizen Advisory Review Committee (including ex-officio members) and the Project Administrator will sign a “Statement of Confidentiality”.
2. An applicant’s business and financial information will be available to the Citizen Advisory Review Committee during the approval/disapproval process only. After the approval/disapproval process, the City Clerk will keep all permanent files and records. Access to these files and records will be limited and on a need to know basis only.

The City Attorney, in conjunction with the Citizen Advisory Review Committee, will establish procedures to ensure that the municipality and the qualifying business are meeting all applicable laws, regulations and requirements. These procedures are subject to review and approval by the Bellevue City Council.

Severability

If any section, subsection, sentence, clause or phrase of the Economic Development Program is, for any reason, held to be unconstitutional, unenforceable or invalid, such unconstitutionality, unenforceability or invalidity shall not affect the constitutionality, enforceability or validity of the remaining portions of the Program. The Mayor and City Council of the City of Bellevue hereby declare that they would have passed this Program and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, unenforceable or invalid.

Exhibit "A"

Highway 34 Corridor District

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022		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:

Construction Engineering Services Agreement for Bellevue Major Street Resurfacing (MAPA/NDOT AC Funding)

SYNOPSIS/BACKGROUND:

Approve the Construction Engineering Services Agreement between the City of Bellevue and Alfred Benesch & Company for the Bellevue Major Street Resurfacing project identified as MAPA-5081(2). This is an 80/20 cost share with the Nebraska Department of Transportation and is part of the One & Six Year Program. The resolution to award Western Engineering Company and authorize the Mayor to sign the construction contract for the Bellevue Major Street Resurfacing project was approved by Council on 6/21/2022. The construction contract was signed by the Mayor on 6/23/2022. Construction Engineering Services are required in order to provide project oversight and quality assurance.

FISCAL IMPACT: \$256,434.85 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Bellevue Major Street Resurfacing (2022) MAPA-5081(2) CN 22835 - Construction Engineering Services Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bellevue Major Street Resurfacing

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

CIP PROJECT NAME: Major Street Resurfacing (MAPA/NDOT AC Funding) CIP PROJECT NUMBER: ST22(1)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): M146(237B), M146(239B), M146(243C), M146(244B), M146(247), M146(249B), M146(273B)

ACCOUNTING DISTRIBUTION CODE: CIPST22(1) ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

Authorize the Mayor to sign the Resolution and Construction Engineering Services Agreement between the City of Bellevue and Alfred Benesch & Company for the Bellevue Major Street Resurfacing project identified as MAPA-5081(2).

ATTACHMENTS:

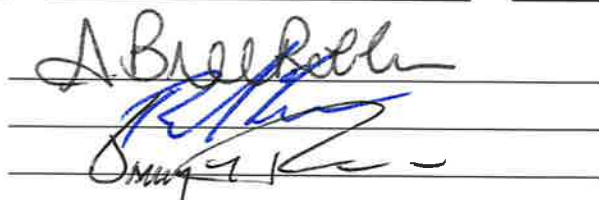
1. Resolution No. 2022-22 2. CE Agreement 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Task Order Agreement No.	BK2242
Master Agreement No.	BK2204
Effective (NTP) Date	June 30, 2022
Task Order Amount	SRC \$256,434.85

ON-CALL CONSTRUCTION ENGINEERING SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF BELLEVUE, NEBRASKA
ALFRED BENESCH & COMPANY
PROJECT NO. MAPA-5081(2)
CONTROL NO. 22835
BELLEVUE MAJOR STREET RESURFACING

THIS AGREEMENT is between the City of Bellevue, Nebraska ("LPA") and Alfred Benesch & Company ("Consultant"); collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement No. BK2204 ("Master Agreement") with the Nebraska Department of Transportation ("State"), wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

WHEREAS, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-5081(2) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. MAPA-5081(2), and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order") to provide for the completion of the Services for the project for which Consultant has been selected, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and State agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Alfred Benesch & Company
Address	14748 West Center Road, #200, Omaha NE 68144
Project Manager's Name	Drew Parks
Project Manager's Phone	402-598-6773

1.3 State Project Coordinator

Name	Karl Burns
Phone Number	402-935-5411

1.4 LPA RC/PL

Name	Dean Dunn
Phone Number	402-293-3025

1.5 State Agreements Specialist

Name	Nicole Taylor
Phone Number	402-479-3859

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

- 2.1 State, on behalf of LPA, is authorized to issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) State's determination, on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility.
- 2.2 As provided in the program agreement between State and LPA for this project, State, on behalf of LPA, may issue an early notice to proceed when necessary upon determination that federal funding approval has been obtained for the project.
- 2.3 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.
- 2.4 Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.5 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 150 calendar days of the construction completion date. The completion of the construction of this project is estimated to be October 10, 2022 and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan)

3.1 *Effective Date* – This Task Order is effective when executed by the Parties.

- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of the Task Order -- This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date -- This Task Order may be identified by the date LPA signed the Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)

- 4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.
- 4.2 The Scope of Services in Exhibit "A" is the result of the following process:
 - 4.2.1 Consultant was provided the detailed proposed Scope of Services for this project
 - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
 - 4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions and negotiated the final detailed Scope of Services, which is attached as Exhibit "A", and Fee Proposal document, which is attached as Exhibit "B".
- 4.3 Exhibit "A" sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents and "the Manuals" (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.
- 4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.
- 4.5 Additional Requirements:
 - 4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
 - 4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
 - 4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours' notice, at any prior date when

contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.

- 4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.
- 4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- 4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "C", attached and incorporated herein by this reference.
- 4.5.8 Consultant shall complete the sampling and testing type, method, and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.transportation.nebraska.gov), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.
- 4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

SECTION 5. STAFFING PLAN (CE)

- 5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However, any permanent change to the key personnel will require prior written approval from LPA

and State.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "C", attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
 - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required, and Consultant may be disqualified, or the contract terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

- 7.1 Consultant's fee proposal is attached as Exhibit "B", attached and incorporated herein by this reference.
- 7.2 The general provisions concerning payment under this Task Order are set out in Exhibit "C".

- 7.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of \$256,434.85 in accordance with Exhibit "C".

SECTION 8. SUSPENSION OR TERMINATION (CE Task Order, Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications.

8.2.1 Suspension

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement BK2204 between the Nebraska Department of Transportation and Consultant, dated January 26, 2022 with one recurring change:

LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and has no obligations or duties under this Task Order, except for its duties acting on behalf of LPA.

SECTION 10. CONSULTANT CERTIFICATIONS

- 10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief,

the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 12. ENTIRE AGREEMENT

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect and are incorporated herein.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 14th day of July, 2022.

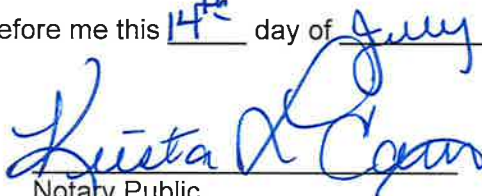
ALFRED BENESCH & COMPANY
Jeffery A. Sockel, P.E.


Senior Vice President

STATE OF NEBRASKA)
Sarpy)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 14th day of July, 2022.




Notary Public

EXECUTED by City of Bellevue, Nebraska this _____ day of _____, 20____.

CITY OF BELLEVUE, NEBRASKA
Rusty Hike

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility
Jodi Gibson

Local Assistance Division Manager Date

From: [Borer, Judy](#)
To: [Taylor, Nicole](#)
Subject: RE: Project MAPA-5081(2), Bellevue Major Street Resurfacing, CN 22835: Early NTP
Date: Thursday, June 30, 2022 1:56:00 PM

BK2242

From: Taylor, Nicole <nicole.taylor@nebraska.gov>
Sent: Thursday, June 30, 2022 1:36 PM
To: Borer, Judy <Judy.Borer@nebraska.gov>
Subject: FW: Project MAPA-5081(2), Bellevue Major Street Resurfacing, CN 22835: Early NTP

Can you create me an agreement number for this one please?

From: Taylor, Nicole
Sent: Thursday, June 30, 2022 1:36 PM
To: 'Higgins, Michael' <MHiggins@benesch.com>; Sockel, Jeff <jsocket@benesch.com>; Dean Dunn <dean.dunn@bellevue.net>
Cc: 'Gibson, Jodi' <Jodi.Gibson@nebraska.gov>; Soula, Jeffrey <jeffrey.soula@nebraska.gov>;
Contract Start Date NDOT (NDOT.ContractStartDate@nebraska.gov)
<NDOT.ContractStartDate@nebraska.gov>
Subject: Project MAPA-5081(2), Bellevue Major Street Resurfacing, CN 22835: Early NTP

NDOT is giving the City of Bellevue an **Early Notice to Proceed** with Construction Engineering (CE) services for the above referenced project effective June 30, 2022. This is to allow your Consultant to work on the project as the CE Agreement makes its way through the routing process.

Should the City of Bellevue or Benesch fail to execute the Construction Engineering Agreement, the cost of the construction engineering performed by Benesch will be the responsibility of the City of Bellevue.

Nicole Taylor, P.E.
Consultant Procurement Engineer
Local Assistance Division | NDOT
1400 Hwy 2 | PO Box 94759
Lincoln, NE 68509-4759
Email: nicole.taylor@nebraska.gov
Office: 402-479-3859 | **Cell:** 402-580-3258

Exhibit A
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
for

Project Name: Bellevue Major Street Resurfacing
Project Number: MAPA-5081(2)
Control Number: 22835

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for Bellevue Major Street Resurfacing in Sarpy County, Nebraska. The project consists of the following improvements: cold planing the existing surface, asphalt overlays, pavement markings, utility adjustments and other related roadway improvements

Alfred Benesch & Co., (Consultant) shall serve as agent for the City of Bellevue, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall observe and document the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and benchmarks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.

1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office upon completion of the project or as otherwise requested during the project.
- Generate contractor's progress and final Estimates in Site Manager
- Review Contractor's Construction Schedule
- Coordinate with LPA and RC regarding all project activities.
- Make entries of project data and diary information into AASHTOWare Project on a daily basis. Ensure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

Project manager hours for the project management task are assumed to be estimated at 6% of the total hours for all other tasks.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

2.1 Construction Inspection Planning Meeting - Not applicable.

2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.

2.3 Construction Progress Meetings - Prepare the agenda, attend, document minutes, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **14** meetings each lasting an average of one (1) hour and only require the Project Manager or Construction Engineer to attend. It is anticipated these meetings will occur at a City of Bellevue facility during regular working hours.

2.4 Public Meeting (If Required) - Not applicable.

2.5 Assume **16** trips to the project site for the Project Manager and/or Construction Engineer to attend meetings.

3. Traffic Control Plan. Consultant shall prepare a traffic control plan (TCP) for each project site if requested. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the City and State Representative prior to placing in service. Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC). It is assumed up to 4 site TCPs will be requested.

3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, City of Bellevue Standards, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans. The LPA shall resolve any conflicting standards or requirements.

3.2 Prepare TCP revisions when requested by the Owner, NDOT, or the Contractor and approved by the LPA RC to adapt plans to any changes to phasing or traffic patterns not initially known at the time of preparing the initial TCP. It is assumed up to three (3) modifications may be requested.

3.3 Submit Plans to the RC for their records.

4. SWPPP Inspections/Manual Updates. To be performed by the LPA if needed.
5. Construction Survey/Staking. Not Applicable.
6. Construction Consultation/AASHTOWare Project & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
 - 6.1 Construction Consultation/AASHTOWare Project & Daily Work Report (DWR)
 - Review and Enter Data into AASHTOWare Project
 - Maintain Project Field Diaries, Files, and Record data in AASHTOWare Project
 - Document and Review Daily Work Reports (DWRs)
7. Girder Shim Surveying. Not Applicable.
8. Perform Bearing Calculations. Not Applicable.
9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.
 - 9.1 Construction Inspection: Duties for construction inspection shall consist of observing and documenting the work performed and will include, but are not limited to, the following items:
 - Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
 - Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
 - Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
 - The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.). The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.
 - NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
 - The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
 - Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary

devises at the start of construction activities and at six (6) month intervals or as conditions warrant.

- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall review and forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Prepare guardrail order list
- Generate periodic progress estimates using AASHTOWare Project and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- Locate permanent pavement markings

9.2 Measure, calculate, and document quantities of pay items

9.3 Keep all records and data up to date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.

9.4 Assume **75** Inspector 1 (**22** days milling @ 5000 SY/day, **23** days paving @ 750 tons per day, **22** days of utility adjustments @ 8 each /day, **8** days of misc inspection activities) trips to the site for construction inspection and an average of 10 hours per day per inspector for Construction Inspection of each activity.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

NDOT SHALL PROVIDE:

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

Asphalt

- TSR verification testing of Contractor produced mix or Contractor provided samples (if required)

CONSULTANT SHALL PROVIDE:

Testing up to the allowance identified in the Estimate of Testing Quantities under the Direct Expenses for the items of work identified in the construction Contract Documents.
(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab for the testing identified in the Estimate of Testing Quantities.
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab for the testing identified in the Estimate of Testing Quantities.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project for the testing identified in the Estimate of Testing Quantities.
- 10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
- 10.5 Assume **10** trips to the project site and **10** trips to NDOT for Material Sampling and Testing.

Construction materials testing services performed by Benesch shall be compensated on a unit rate basis in accordance with the unit rate prices identified in the Direct Expenses Breakdown. All AASHTOWare entry, collection of samples and certifications, delivery to NDOT, and other items of work associated with this Task shall be compensated on an hourly basis.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
 - 11.1 As-Built Drawings will be prepared in electronic *.pdf format

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through site review with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
 - 12.1 Walkthrough of Site and Preparation of Punch List
 - 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:
 - 13.1 Project Closeout activities shall include the following:
 - Project Manager's Final Estimate
 - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
 - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
 - Memo of Major Item Review
 - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
 - Borrow Site Memo
 - City Agreement Letter
 - Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
 - Sign Deduction Memo (If required)

- Material Test Results
- AASHTOWare Project PM Diary Report
- AASHTOWare Project Contract Item Report for all Contract Items
- All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOT Construction Manual
- As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Other. (Additional project specific tasks may be added here)

- 14.1 Coordination with Adjacent Projects – Consultant shall communicate project activities and coordinate traffic control needs with abutting projects or projects in close proximity to the project. The LPA shall determine the appropriate resolution to any conflicts.
- 14.2 Audit Support – The Consultant shall provide any support to the LPA regarding any NDOT or FHWA audits performed during the contract time period.

E. SCHEDULE

The LPA will provide the Notice to Proceed for CE services a minimum of fourteen (14) calendar days prior to the start of work by the Contractor or three (3) calendar days prior to the pre-construction meeting. Upon request, the Consultant shall provide a schedule of activities and deliverables within two (2) calendar days of receiving the Notice to Proceed upon request.

Staffing Plan

Construction Engineering

Project Name: Bellevue Major Street Resurfacing
Consultant: Alfred Benesch & Co.
Consultant PM: Drew Parks
NDOT PC: Karl Burns
Date: June 23, 2022

Project Number: MAPA-5081(2)
Control Number: 22835



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Construction Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	UD	User Defined

Financial Data	
Overhead Rate:	163.84%
Profit Rate:	12.00%
FCCM (if applies):	0.190%
<i>Use latest available data</i>	

STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
Principal			
Jeff Sockel, PE	Senior Project Manager	\$85.00	100%
Project Manager			
Drew Parks, PE	Project Manager	\$53.00	80%
Mike Higgins, PE	Project Manager	\$56.00	20%
Construction Engineer			
Drew Parks, PE	Project Manager	\$53.00	80%
Mike Higgins, PE	Project Manager	\$56.00	20%
Designer/CADD Tech			
Tracy Salisbury	Senior CADD Technician	\$29.50	100%
Survey Crew Chief			
Survey Crew Member			
Inspector 1			
Steven Rue	Project Engineer	\$38.00	30%
Tyler Wynn	Project Engineer	\$38.00	40%
Dan Miller	Construction Representative	\$38.00	15%
Kevin Means	Senior Inspector	\$29.50	15%
Inspector 2			
Mark Tisinger	Technologist	\$35.00	50%
Marc Abels	Senior Inspector	\$33.00	50%
Administrative			
Metha Evers	Project Assistant	\$25.00	100%
User Defined			

SRC Billing Rates

Construction Engineering

Date: June 23, 2022

Consultant: Alfred Benesch & Co.

SRC Billing Rates Calculated based on:

Overhead:	163.84%
Profit Rate:	12.00%
FCCM (if applies):	0.19%
Salary Escalation Factor:	3.0%

Weighting

100%

100%

Period 1:	NTP through:	<u>December 31, 2022</u>
Period 2:	Labor beginning:	January 1, 2023
Period 3:	Labor beginning:	January 1, 2024
Period 4:	Labor beginning:	January 1, 2025
*% of work estimated during each period		

SRC BILLING RATE per employee

New Employee Multiplier = **2.96**

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
Principal						
Jeff Sockel, PE	\$85.00	\$251.00	\$259.00	\$267.00		100%
Weighted Rate For Calculating Contract Max:		\$251.00				
Project Manager						
Drew Parks, PE	\$53.00	\$157.00	\$162.00	\$167.00		80%
Mike Higgins, PE	\$56.00	\$166.00	\$171.00	\$176.00		20%
Weighted Rate For Calculating Contract Max:		\$158.80				
Construction Engineer						
Drew Parks, PE	\$53.00	\$157.00	\$162.00	\$167.00		80%
Mike Higgins, PE	\$56.00	\$166.00	\$171.00	\$176.00		20%
Weighted Rate For Calculating Contract Max:		\$158.80				
Designer/CADD Tech						
Tracy Salisbury	\$29.50	\$87.00	\$90.00	\$93.00		100%
Weighted Rate For Calculating Contract Max:		\$87.00				
Survey Crew Chief						
Weighted Rate For Calculating Contract Max:						
Survey Crew Member						
Weighted Rate For Calculating Contract Max:						
Inspector 1						
Steven Rue	\$38.00	\$112.00	\$115.00	\$118.00		30%
Tyler Wynn	\$38.00	\$112.00	\$115.00	\$118.00		40%
Dan Miller	\$38.00	\$112.00	\$115.00	\$118.00		15%
Kevin Means	\$29.50	\$87.00	\$90.00	\$93.00		15%
Weighted Rate For Calculating Contract Max:		\$108.25				
Inspector 2						
Mark Tisinger	\$35.00	\$103.00	\$106.00	\$109.00		50%
Marc Abels	\$33.00	\$98.00	\$101.00	\$104.00		50%
Weighted Rate For Calculating Contract Max:		\$100.50				
Administrative						
Metha Evers	\$25.00	\$74.00	\$76.00	\$78.00		100%
Weighted Rate For Calculating Contract Max:		\$74.00				
User Defined						
Weighted Rate For Calculating Contract Max:						

Consultant's Estimate of Hours

Construction Engineering

Project Name: Bellevue Major Street Resurfacing
 Consultant: Alfred Benesch & Co.
 Consultant PM: Drew Parks
 NDOT PC: Karl Burns
 Date: June 23, 2022

Project Number: MAPA-5081(2)
 Control Number: 22835

TASKS	PERSONNEL CLASSIFICATIONS										Total	
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD		
1. Project Management & Coordination	10	101							16			127
1.1 Project Management	10	101							16			127
2. Meetings			33				3					36
2.1 Construction Inspection Planning Meeting												
2.2 Pre-Construction Meeting - 1 meeting			4				2					6
2.3 Construction Progress Meetings - 14 meetings			14									14
2.4 Public Meeting (If Required)												
2.5 Trips to Site (Travel Time) for Meetings			15				1					16
3. Traffic Control Plan			18	44								62
3.1 Prepare Traffic Control Plan - up to 4			8	32								40
3.2 Prepare TCP Revisions - up to 3			3	12								15
3.3 Sign and Submit Plans to the RC			7									7
4. SWPPP Inspections/Manual Updates												
5. Construction Survey/Staking												
6. Construction Consultation/Site Manager & Daily Work Report (DWR)			35				70					105
6.1 Construction Consultation/Site Manager & DWR			35				70					105
7. Girder Shim Surveying (Bridge Projs Only)												
8. Perform Bearing Calculations												
9. Construction Inspection			237				944					1181
9.1 Construction Inspection												
Plan review and project setup			8				16					24
Milling/Base Repair - 22 days			44				220					264
Paving - 23 days			46				230					276
Utility Adjustments - 22 days			44				220					264
Misc - 8 days							80					80
9.2 Measure, calculate, and document qty of pay items			14				75					89
9.3 Maintain records/data, prepare Weekly Report of WDs			14				28					42
9.4 Trips to Site (Travel Time) for Const Inspection			67				75					142
10. Perform Material Sampling and Testing			14					80				94
10.1 Collect, verify, document, deliver all samples to test lab								20				20
10.2 Provide all req'd material certs to the NDOR M&R Lab								20				20
10.3 Review and document all test results of all samples			14					20				34
10.4 Trips to Site (Travel) for Delivery & Collecting Samples								20				20
11. As-Built Drawings			4				40					44
11.1 Prepare As-Built Drawings			4				40					44
12. Final Inspections							24					24
12.1 Walkthrough of Site and Preparation of Punch List							16					16
12.2 Review Project to verify Punch List has been completed							8					8
13. Project Closeout			40				40	20				100
13.1 Project Closeout			40				40	20				100
14. Other			32									32
14.1 Coordination with Other Projects			16									16
14.2 Audit Support			16									16
Total Days	1.25	12.6	51.6	5.5			140	12.5	2			226
Total Hours	10	101	413	44			1121	100	16			1,805.0

Project Cost & Breakdown**Construction Engineering**

Project Name: Bellevue Major Street Resurfacing
 Consultant: Alfred Benesch & Co.
 Consultant PM: Drew Parks
 NDOT PC: Karl Burns
 Date: June 23, 2022

Project Number: MAPA-5081(2)
 Control Number: 22835

LABOR COSTS			
Classification	Hours	Weighted Rate	Amount
Principal	10	\$251.00	\$2,510.00
Project Manager	101	\$158.80	\$16,038.80
Construction Engineer	413	\$158.80	\$65,584.40
Designer/CADD Tech	44	\$87.00	\$3,828.00
Survey Crew Chief			
Survey Crew Member			
Inspector 1	1,121	\$108.25	\$121,348.25
Inspector 2	100	\$100.50	\$10,050.00
Administrative	16	\$74.00	\$1,184.00
User Defined			
	1805	Subtotal	\$220,543.45

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$100.00
Mileage/Travel:	\$5,990.40
Lodging/Meals:	
Other Miscellaneous Costs:	\$29,801.00
	Subtotal
	\$35,891.40

TOTAL PROJECT COSTS	Amount
Labor Costs	\$220,543.45
Direct Expenses	\$35,891.40
	TOTAL COST
	\$256,434.85

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum amounts established in this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf.

AMOUNT	CATEGORY
\$ 220,543.45	for actual direct labor costs
<u>\$ 35,891.40</u>	for direct expenses
\$ 256,434.85	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate) Consultant will charge State for Consultant's employees' time working directly on this project. The direct labor costs are calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "B" Consultant's Fee Proposal, by the hours worked (in increments not less than one quarter hour).

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. For employees not listed

on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor**. Reference the Staffing Plan Section of this Agreement regarding changes in personnel.

- 1) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

- B. *This section has intentionally been left blank.*

- C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

 - 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
 - 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.
 - 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
 - (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.

- (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
- (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
 - (ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.

- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation-related tips, such as hotel, park and ride, or airport shuttles, and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
- (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
- (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:
- (i) Meals included in a conference or event fee
 - (ii) Meals provided by lodging facility
 - (iii) Meals purchased by 3rd Party
 - (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
 - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.

- (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
- (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
 - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
 - (2) Lunch – No reimbursement is allowed.
 - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
 - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
 - (5) The time limitations set forth above do not include the time taken for the meal.
- (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.

6. *This section has intentionally been left blank.*

7. INVOICES AND PROGRESS REPORTS

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2.

MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

- (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
- (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.**
- (c) Direct non-labor expenses:
 - (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
 - (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
 - (iii) All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- (d) Time Records, as outlined in paragraph 4.A.1).
 - (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.
- 2) Progress Report: A progress report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a progress report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All progress reports must include, but are not limited to, the following:
- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
 - (b) A description of the Services anticipated for the next service period
 - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
 - (d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

- 3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

- 4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
 - 5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.
- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. *This section has intentionally been left blank.*

12. FINAL INVOICE AND PAYMENT

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor and expenses. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant.
- B. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
 - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
 - 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at

<http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include but are not limited to written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2242

City of Bellevue

Resolution No. 2022-22

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Alfred Benesch & Company. wish to enter into a Professional Services Agreement to provide Construction engineering services for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bellevue that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Construction engineering services agreement between City of Bellevue, Nebraska and Alfred Benesch & Company.

NDOT Project Number: MAPA-5081(2)

NDOT Control Number: 22835

NDOT Project Description: Bellevue Major Street Resurfacing

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

The City Council of the City of Bellevue, Nebraska

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted

Attest:

Signature City Clerk

*16a.
8/2/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/02/2022	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Request to amend the Conditional Use Permit for Lot 12, Daniell Crossing, to update Athena Arms as the new owner.

SYNOPSIS/BACKGROUND:

The previous owner of the gun range located at 3403 Samson Way (formerly known as Take Aim) has sold the property to Athena Arms. The purpose of this request is to change the ownership information on the previously approved CUP. All other conditions of the CUP will remain the same.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

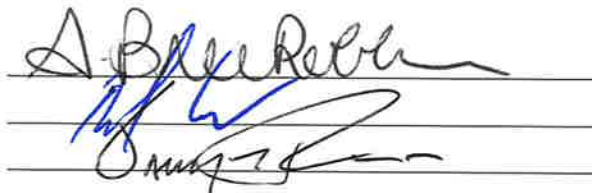
- Updated Conditional Use Permit
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



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

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 12, DANIELL CROSSING, LOCATED IN THE SOUTHWEST 1/4
OF SECTION 33, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Athena Arms

This Conditional Use Permit issued this 2nd day of August, 2022 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Athena Arms, (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Athena Arms, is the legal owner of Lot 12, Daniell Crossing, located in the Southwest ¼ of Section 33, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 2.59 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of an indoor firing range; and

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

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

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

Conditions of Permit

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

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

- b. A business and marketing plan detailing Applicant's operations for use of the Property is attached hereto and incorporated herein as Exhibit "B"
 - c. the property shall be operated in accordance with the business and marketing plan (Exhibit "B) and all other exhibits, if any of this Agreement. Any modifications to the business and marketing plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - d. Applicant hereby indemnifies the City against, and holds the City harmless from any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
 - a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. All obsolete or unused structures, accessory facilities, or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire, and terminate as to a Permitted Use hereunder upon the first of the following to occur:
 - a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial, or failure to maintain any federal, state, or local permit required for the Use, and such cancellation, revocation, denial, or failure to maintain any federal, state, or local rights are provided under laws, rules and regulations governing said permit.
 - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same, Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

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

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

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

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

d. Applicant shall be responsible for recording this Permit with the Sarpy County Register of Deeds at Applicant’s expense

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

Aleister Properties, LLC and Emwie, LLC
DBA Athena Arms
Matthew Wieser
3403 Samson Way
Bellevue, NE 68123

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

Effective Date:

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

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

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

Witness my hand and notarial seal this ____ day of _____, 2022.

Notary Public

Garrett Peddicord
Athena Arms

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

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

Witness my hand and notarial seal this ____ day of _____, 2022.

Notary Public

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022		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:

Drug Recognition Expert State Training Coordinator Contract

SYNOPSIS/BACKGROUND:

Law Enforcement Officers in Nebraska that are classified as a Drug Recognition Expert (DRE), are required to attend yearly training to keep their certification current. NDOT is requesting Lt. Milos from BPD, continue in his role as the State DRE Training Coordinator. He will be paid for his work at his current overtime rate, \$79.08, which will be reimbursed by NDOT. The hours worked will not be in excess of twenty hours a month. The contract would be effective from October 1, 2022 to September 30th, 2023.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend Approval of the contract for Lt. Joe Milos to be the State Drug Recognition Training Coordinator for the Nebraska Department of Transportation Highway Safety Office.

ATTACHMENTS:

1. <input type="text" value="NDOT Contract"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



DRE State Training Coordinator

This Contract is between the Nebraska Department of Transportation Highway Safety Office (HSO) and the City of Bellevue, Bellevue Police Department and Lieutenant Joseph Milos. Collectively referred to as “the parties.”

The purpose of this Contract is to compensate reimbursement to the City of Bellevue in return for overtime wages paid to Lieutenant Milos for duties of DRE State Training Coordinator. Lt. Milos will be the DRE and SFST State Training Coordinator for the period from October 1, 2022, to September 30, 2023, and reimbursement for his overtime wages and expenses paid by the City of Bellevue will be reimbursed as follows:

1. Lt. Milos’ hourly wages are \$52.72 hourly which wages are being paid by the Bellevue Police Department. This contract will pay up to 20 hours per month to carry out the below listed duties at \$79.08 an hour. During this contract period, wages may change due to updates in bargaining **contracts** at the city of Bellevue. Lt. Milos will continue to be paid up to 20 hours per month at the current **overtime** wage at the time the work is accomplished. Lt. Milos shall provide documentation of his hours worked as DRE State Training Coordinator to the HSO and the City of Bellevue shall be reimbursed for said fees within thirty (30) days of receipt of said documentation.
2. This Contract will also cover any travel expenses (mileage) associated with audits of SFST or A.R.I.D.E. classes and any additional expenses required and documented to carry out the duties outlined below.

The following are duties of the DRE State Training Coordinator:

- Certify New DRE Candidates
- Review all DRE Candidates Progress Logs
- Maintain DRE mailing and email listing
- Provide all new DREs with information regarding the DRE Tracking System
- Maintain and Assist Current DREs with DRE Tracking System
- Review all completed recertification documents to ensure the International Standards and Nebraska Enhanced Standards have been met
- Prepare and select DRE Instructors to assist expired DREs through the reinstatement process
- Provide pertinent drug trend articles to all Nebraska DREs as necessary
- Provide all curriculum changes and protocols to Nebraska DREs
- SFST State Coordinator Duties
- Distribute new curriculum and curriculum updates to all Nebraska SFST Instructors and all Training Academies.
- Attend Annual State Coordinators Meeting at the IDTS Conference
- Attend Regional State Coordinators Meeting
- Other DRE and SFST Training duties as assigned
- Prepare and coordinate annual DRE and DRE Instructor Class Training
- Report any DRE or SFST training or process issues to the Nebraska DRE Coordinator.
- Contribute all annual DRE and SFST data at the end of each calendar year to the Nebraska DRE Coordinator.

Term of Contract: This contract period is for twelve (12) months and shall begin October 1, 2022, and expire September 30th, 2023. Either party may terminate the Contract with thirty (30) days written notice to the other party.

Governing Law: This Contract shall be interpreted according to the law of the State of Nebraska, and any conflict arising under the Contract will be heard by a Nebraska court of competent jurisdiction.

Entire Agreement: This Contract 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:

By: _____
William J. Kovarik, Administrator NDOT-HSO
Date _____

CITY OF BELLEVUE, NEBRASKA

By: _____
Rusty Hike, Bellevue Mayor
Date _____

By: _____

Kenneth Clary, Bellevue Police Chief
Date 7-25-22

By: _____

Lieutenant Joseph W. Milos
Date 7-13-22

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022		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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Galvin and Birchcrest Road Intersection and Pedestrian Improvement

SYNOPSIS/BACKGROUND:

Approval of the low bidder for the Galvin and Birchcrest Road Intersection and Pedestrian Improvements. The project includes base bid of \$493,662.88 and an alternate of \$49,366.28 for a total bid of \$543,029.16

FISCAL IMPACT: 543,029.16 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Galvin and Birchcrest Road Intersection and Pedestrian Improvement		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Bridge Repairs		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER: ST22(6)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S): M146(252B)	
ACCOUNTING DISTRIBUTION CODE: CIPST22(6)	ACCOUNT NUMBER: 10-15-7010	

RECOMMENDATION:

Approve the low bid from Commonwealth Electric Company, not to exceed \$493,662.88 plus potential City initiated change orders of up to 10% (\$49,366.28) for the Galvin and Birchcrest Road Intersection and Pedestrian Improvement.

ATTACHMENTS:

- | | | |
|--------------|-------------|----|
| 1. Bid Sheet | 2. Contract | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

CONTRACT

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 2nd day of August 2022 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Commonwealth Electric Company ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the Galvin and Birchcrest Road Intersection and Pedestrian Improvement ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed four hundred ninety-three thousand six hundred sixty-two dollars and 88/100 Dollars (\$493,662.88) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work (“Corrective Work”), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor’s Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor’s performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement (“Default”) in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor’s operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City’s negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City’s Rights. All indemnity obligations of Contractor under this Contract and the Contractor’s obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.
- h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.
- i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.
- j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.
- k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.
- l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.
- m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.
- (i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Department
Att: Doug Clark
1510 wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Commonwealth Electric
4225 South 89th Street
Omaha, NE 68127

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

EXHIBIT “A”

SPECIFICATIONS

The Work shall consist of furnishing of labor, materials, usage of contractor’s equipment, plant, and all else necessary to complete **“GALVIN AND BIRCHCREST ROAD INTERSECTION AND PEDESTRIAN IMPROVEMENTS”**, as specified in the plans and specifications in the City’s request for proposals and Notice to Bidders.

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022		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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Harlan Drive over Fort Crook Road Bridge Approach Replacement Repairs Construction Administration and Observation agreement.

SYNOPSIS/BACKGROUND:

The City of Bellevue has requested HGM Associates to provide construction administration services for the Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs which was approved by the City Council on June 21, 2022.

FISCAL IMPACT: \$163,192.58 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs Construction Administration and Observation.

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW-211234 Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs

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

CIP PROJECT NAME: CIP PROJECT NUMBER: ST22(6)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): M146(321)

ACCOUNTING DISTRIBUTION CODE: CIPST22(6) ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

The City Council to approve and authorize the Mayor to sign the construction administration and observation agreement between City of Bellevue and HGM Associates Inc. for the Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs in an amount not to exceed \$163,192.58.

ATTACHMENTS:

1. Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





July 19, 2022

Mr. Dean Dunn, P.E.
Manger of Engineering Services
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

Subject: Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs
Construction Administration and Observation
City of Bellevue Project No.: BPW-211224
HGM Proposal No.: 000722-140

Dear Dean:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for construction phase services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A, General Provisions labeled as Exhibit B, Fee Estimate labeled as Exhibit C, and estimated Subconsultant Reimbursable Expenses labeled as Exhibit D.

HGM will provide Basic Services including Construction Phase Administration and Observation. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total estimated cost not to exceed \$151,302.58. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule. Reimbursable expenses and the use of outside testing laboratories will be charged on the basis of actual cost and are estimated not to exceed \$11,890.00, as described in Exhibit D, in addition to the cost for Basic Services defined above.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. Dean Dunn, P.E.

July 19, 2022

Page 2 of 2

We anticipate that we will be able to begin work on this project upon receiving your notice of pertinent construction scheduling dates. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Vice President

Acceptance of Proposal:
CITY OF BELLEVUE, NEBRASKA - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated July 19, 2022, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

CONSTRUCTION ADMINISTRATION AND OBSERVATION
FOR HARLAN DRIVE OVER FORT CROOK ROAD
BRIDGE APPROACH REPLACEMENT AND REPAIRS
PROJECT BPW-211224

CONSULTANT SERVICES

1. Construction Phase Services

- a. Provide general administration of the construction contract.
- b. Provide a Construction Observer (CO) to provide observation of the Contractor's work.
- c. Conduct a preconstruction conference.
- d. Provide clarifications and interpretations of the Contract Documents as necessary.
- e. Issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- f. Recommend change orders and work change directives to the Client, as appropriate, and prepare change orders and work change directives as required.
- g. Review and approve or take other appropriate action with respect to shop drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs.
- h. Prepare contractor payment requests based on observations of the CO and supporting documentation.
- i. Prepare weekly progress reports.
- j. Keep a daily diary of construction activities observed by the CO.
- k. Prepare as-built plans for the Client's bridge records.
- l. Construction phase fee is based on the following parameters.
 - i. This scope and fee are based on performing construction administration and observation for project BPW-211224 – Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs.
 - ii. In accordance with the Contract Documents, construction shall be completed within 120 calendar days. Construction administration fees will be based on the project requiring the full time period, excluding Sundays and holidays. This results in 100 calendar days, or 18 calendar weeks, during which construction work can be performed.
 - iii. The following sections describe the Consultant's personnel responsibilities and the amount of time included in this agreement to complete those responsibilities. If additional hours are required and authorized by the City of Bellevue, a supplemental agreement will be required.

iv. Construction Observer

1. The CO will require 20 hours to prepare project documents and tracking tools, review contract documents, and record pre-construction site conditions.
2. The CO will require 2 hours to attend the preconstruction meeting.
3. The CO will be onsite for 10 hours each working day during the 100 working days of the project construction.
4. The CO will spend 1 hour preparing documentation and reports for each working day of the project, this 1 hour will be included in the time spent onsite and is not currently charged as a separate item.
5. The CO will require 4 hours to conduct a final walkthrough and prepare a punch list of remaining work items.
6. The CO will require 16 hours to complete closeout documentation for the project.

v. Construction Manager (CM)

1. The CM will require 10 hours to prepare tracking tools, information for the preconstruction meeting, and review contract documents.
2. The CM will require 4 hours to arrange and attend the preconstruction meeting.
3. The CM will be responsible for running weekly project meetings and preparing notes as required.
4. The CM will spend 6 hours per week during the 18-week construction phase preparing documentation and reports for the project including weekly reports, pay estimates, change orders and material submittals.
5. The CM will be responsible for reviewing submittals, responding to requests for clarifications and interpretations of the contract documents, preparing field orders, and preparing change orders throughout the construction and surcharge phases.
6. The CM will spend a total of 10 hours attending the final walkthrough, preparing as-built drawings, and project closeout documents.

vi. Project Manager (PM)

1. The PM will require 2 hours to gather and review project information, prepare tracking tools, and allocate resources.
2. The PM will require 2 hours to attend the preconstruction meeting.
3. The PM will spend 2 hours per week during the 18-week construction phase performing project management duties such as invoicing, resource allocation, review of CO and CM work, and project scheduling.
4. The PM will spend 4 hours attending the final walkthrough and reviewing project closeout documents.

2. Subconsultant Services
 - a. Materials Testing and Sampling
 - i. The Consultant will coordinate with Thiele Geotech regarding sampling and testing of materials for the project. Thiele Geotech's service will be provided on an as-needed basis. Estimated costs for Thiele's testing services are provided in Exhibit D.
 - b. Other Services
 - i. No other subconsultant services are required for this project.

CLIENT RESPONSIBILITIES

1. Provide Consultant with pertinent contract documentation regarding Contractor agreements, applicable specifications and provisions, and construction documentation as required to complete the services as defined above.
2. Provide Consultant with advance notice regarding Contractor scheduling and other pertinent construction scheduling dates.

This is an exhibit attached to and made part of the letter agreement dated July 19, 2022, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

**Proposal for Material Testing Services
Harlan Drive Bridge Repairs Over Ft. Crook Road
Bellevue, Nebraska
July 18, 2022**

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES - MATERIALS TESTING

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

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

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

ESTIMATED COST & BILLING

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$11,890. This cost estimate is not intended as a not-to-exceed or lump-sum cost. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. We will bill only for the tests actually performed, and not on any lump sum or minimum cost basis.

EXHIBITS

- Exhibit A - Unit Rate Schedule
- Exhibit B - General Conditions

THIELE GEOTECH, INC.

By:  _____

Robert E. Matlock, SVP

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: _____

By: _____ Date: _____

Name: _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

COST ESTIMATE
Harlan Drive Bridge Repairs Over Ft. Crook Road

Description	Estimated Quantity	Unit Rate	Estimated Cost
Storm Sewer			
Compaction Test (ea.)	25.0	46.00	1,150.00
Trip Charge - Zone 1 Metro Area (/trip)	7.0	74.00	518.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	2.0	100.00	200.00
Compressive Strength of Cylinder (ea.)	8.0	22.00	176.00
Trip Charge - Zone 1 Metro Area (/trip)	3.0	74.00	222.00
Piles			
Special Inspector (/hr.)	32.0	94.00	3,008.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	74.00	296.00
Grade Beam and Approach Rails			
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	5.0	100.00	500.00
Compressive Strength of Cylinder (ea.)	20.0	22.00	440.00
Trip Charge - Zone 1 Metro Area (/trip)	8.0	74.00	592.00
Paving, Approach, and Median			
Compaction Test (ea.)	8.0	46.00	368.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	74.00	296.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	6.0	100.00	600.00
Compressive Strength of Cylinder (ea.)	24.0	22.00	528.00
Trip Charge - Zone 1 Metro Area (/trip)	9.0	74.00	666.00
Miscellaneous			
Senior Project Engineer (/hr.)	9.0	190.00	1,710.00
Standard Proctor (ea.)	1.0	200.00	200.00
Modified Proctor (ea.)	1.0	220.00	220.00
Atterberg Limits (/set)	2.0	100.00	200.00
		Total	11,890.00

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM

This Addendum is made this 19th day of July 2022, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 19th day of July 2022.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contract agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: July 19, 2022.

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

By:

By:

Name:

Name:

Title:

Title:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022		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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

36th Street & Bline Avenue Traffic Signal Modifications.

SYNOPSIS/BACKGROUND:

City of Bellevue has requested Olsson to provide professional engineering services for the 36th Street & Bline Avenue Traffic Signal Modifications project. The project includes traffic signal equipment upgrades, street signs, and ADA ramp design.

FISCAL IMPACT: \$14,500.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 36th Street and Bline Avenue Traffic Signal Modifications

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th Street & Bline Avenue Traffic Signal Modifications

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

CIP PROJECT NAME: CIP PROJECT NUMBER: ST23(11)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-19-6453

RECOMMENDATION:

The City Council approve and authorize the Mayor to sign the professional engineering services agreement between the City of Bellevue and Olsson for the 36th Street & Bline Avenue Traffic Signal Modifications in an amount not to exceed \$14,500.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

July 25, 2022

City of Bellevue
Attn: Dean Dunn
1500 Wall Street
Bellevue, NE 68005

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
36th Street & Blaine Avenue Traffic Signal Modifications (the "Project")

Dear Mr. Dunn:

It is our understanding that City of Bellevue, Nebraska ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	August 1, 2022
Anticipated Completion Date:	Two weeks after receiving comments on preliminary submittal documents

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date. Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed fourteen thousand five hundred dollars (\$14,500.00).

TERMS AND CONDITIONS OF SERVICE


We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Dean Dunn.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Anthony Egelhoff, PE

By 
Kara A. Kosiski, PE, PTOE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Bellevue, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

- Attachments
Scope of Services
Standard Labor Rate Schedule
Reimbursable Expense Schedule
General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated July 25, 2022 between City of Bellevue ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 36th Street & Bline Avenue in Bellevue, Nebraska

Project Description: ADA Ramps and Traffic Signal Modifications

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 - Project Management

The Olsson Project Manager will serve as the central point of contact for the Olsson Team, maintain project schedule and budget, and be responsible for coordinating the work of the project team. This subtask includes activities required to manage the project including staff, equipment, and documentation. This will include, but not be limited to, the preparation of monthly progress reports with invoices and file sharing between the Olsson Team and City of Bellevue staff.

Progress reports will be provided monthly (maximum of 3) and will provide sufficient detail to allow the Client's Project Manager to evaluate progress made and efforts being invoiced. Progress report time periods shall directly correlate to invoicing periods. Invoices will be prepared monthly (maximum of 3).

Phase 200 - Site Investigation

The consultant will conduct one site visit in order to conduct a project site walk down with the Client to review the existing ADA ramps, signal equipment and condition of the underground conduit system.

Phase 300 – Design Services

- **Design:** Olsson will prepare plans, specifications, and estimate (PS&E) package for the ADA ramp and traffic signal equipment upgrades at the intersection of 36th Street & Bline Avenue. The equipment to be upgraded includes traffic signal cabinet, controller, detection, emergency preemption, left-turn heads, street name signs, and connection to adjacent fiber-optic communications infrastructure.

The design will include preparation of detailed drawings and technical specifications for the proposed construction work and for all equipment and materials required under the contract. The documents will be prepared for construction by a private contractor as contracted with by the Client.

- **Quality Control:** Olsson will conduct internal quality reviews at the 90 percent and final design stages.
- **Preliminary Submittal:** Olsson will prepare preliminary (90 percent) design and construction documents for ADA ramps and signal upgrades at the 36th Street & Blaine Avenue intersection. Plan sheets anticipated to be included in the first submittal include the following:
 - Cover Sheet
 - Summary of Quantities Sheet
 - General Notes Sheet
 - Construction & Removal sheet
 - Signal Design Sheets
 - Splice and Termination Diagram Sheets
 - Material Detail Sheets

Olsson will also submit Special Provisions and an opinion of probable cost at the preliminary submittal with the plans

Olsson will provide an electronic copy of plans, specifications, and cost estimate to the Client at the 90 percent design stage, conduct a meeting with Client to discuss their review comments, and resolve questions or concerns for the final design submittal.

- **Final Submittal:** Upon incorporating review comments into the plan set and special provisions, Olsson will prepare and submit final design and construction documents. This will include an electronic copy of the final plans, special provisions, and an updated total project cost estimate.

Exclusions

The following services are **not** included with this task but can be provided by Olsson as additional services if requested:

- Bidding Services
- Construction Services
- Fiber optic testing plans
- Optical time domain reflectometer (OTDR) fiber optic acceptance testing
- Review of fiber optic acceptance testing documentation to assess compliance of the splices and terminations with respect to the project special provisions

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Olsson Billing Rate Schedule
2022 Labor Rates

<u>Description</u>	<u>Range</u>	
Principal	133.00	- 412.00
Project Manager	123.00	- 247.20
Project Professional	101.00	- 223.51
Assistant Professional	69.00	- 164.80
Designer	93.00	- 199.82
CAD Operator	56.00	- 126.69
Survey	54.00	- 176.13
Construction Services	45.00	- 247.20
Administrative/Clerical	43.00	- 159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey; Field Operations including Special Inspections, Construction Administration/Observation, and Geotechnical; Non-Destructive Testing, and Drilling) and they will provide their Special Services Labor Rate Schedule to include with your Agreement

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.625/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Rev. 6-2022

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated July 25, 2022 between City of Bellevue ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022		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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Fiber Installation Professional Services Agreement

SYNOPSIS/BACKGROUND:

City Council approved Memorandum of Understanding (MOU) between the City of Bellevue and Huntel Cablevision, Inc. d/b/a American Broadband Nebraska Communications, Inc. (ABB) on 7/19/2022. The City seeks to have Alfred Benesch & Co. provide assistant project management, contractor monitoring and progress documentation, quality assurance materials testing services, and assist with review of Right-of-Way (ROW) permits throughout the construction timeline. The costs associated with this effort will be recovered through the permitting process with ABB.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Alfred Benesch & Co. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Fiber Installation Professional Services Agreement

CONTRACT EFFECTIVE DATE: 08/03/2022 CONTRACT TERM: 462 calendar days CONTRACT END DATE: 01/22/2024

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Fiber Installation Professional Services Agreement between the City of Bellevue and Alfred Benesch & Co. in an amount not to exceed \$661,092.00 with these costs to be recovered through the permitting process with ABB.

ATTACHMENTS:

1. 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: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Reiber

[Signature]

[Signature]



CONSULTING SERVICES AGREEMENT

CLIENT	City of Bellevue	Project Name	Fiber Optic Installation Professional
Address	1510 Wall Street Bellevue, NE	Services	
		Project Location	Bellevue, NE
Telephone	402-293-3144		
Client Contact	Dean Dunn, PE	Consultant PM	Jeff Sockel, PE
Client Job No.		Consultant Job No.	00120772.00

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

See Attached scope letter and fee estimate dated 7/26/22

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Attachment C: _____

or

- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$_____.
- By Time and Materials: \$661,092.00.
- By Other Payment Method (See Attachment _____): \$_____.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Jeffery A Sockel
AUTHORIZED REPRESENTATIVE

PRINT NAME: Mayor Rustv Hike

PRINT NAME: Jeffery A. Sockel, PE

TITLE: Mayor

TITLE: Sr Vice President

DATE: _____, 20

DATE: July 27, 2022

BENESCH OFFICE: Bellevue

ADDRESS: 4530 Maass Rd

Bellevue, NE 68133

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.



Alfred Benesch & Company
4530 Maass Road, Suite 240
Bellevue, NE 68133
www.benesch.com
P 402-333-5792

July 26, 2022

Mr. Dean Dunn, PE
Manager of Engineer Services
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: 2022 Fiber Installation Professional Services

Dear Mr. Dunn:

Alfred Benesch & Co. appreciates the opportunity to propose to provide professional services to assist the City with the upcoming fiber installation project throughout the City. We propose to provide assistant project management, contractor monitoring and progress documentation, quality assurance materials testing services, and assist with review of Right-of-Way (ROW) permits throughout the construction timeline.

We propose to provide the following services for the project from August 3, 2022 to January 22, 2024 (462 calendar days):

- Provide preliminary review of ROW permit applications associated with the above referenced project (assume 300 permit applications),
- Provide 1 construction observer to monitoring planning and progress of the fiber optic cable installation operations including daily reporting/updating of GIS shapefiles indicating "planned/not started, in progress/not complete, punchlist/cleanup phase, or completed" (assume 2640 hours),
- Review plans and work with fiber installation crews to identify potential field locations of and conflicts with sanitary sewer and traffic signal facilities using as-built drawings and onsite visible indicators that facilities are present in the proposed fiber installation area (manholes, handholes, poles, etc.),
- Perform random sewer line and manhole visual reviews at approximately 10% of all sewer crossings using a pole camera to verify fiber installation process has not damaged or otherwise disrupted flow or reduced capacity (assume 80 reviews),
- Perform quality assurance testing on asphalt and concrete pavement repairs (assume 60 sets of concrete tests), and
- Assist the City with project administration and project closeout duties as needed (assume 236 hours).

Based on the anticipated installation schedule provided by the fiber optic owner, we estimate 330 days of construction work requiring an observer to be present. A limited amount of support from a second observer is anticipated during peak periods. Our services will be performed using our established construction services fee schedule that provides for hourly rates for such services and unit rates for construction materials testing. Sewer camera use will be assessed at \$200/day for



each day used. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

Benesch shall provide an estimated cost of services associated with each permit application received by the City from the fiber optic owner to allow the City to determine permitting fees. The total fees invoiced by Benesch shall be limited to the summation of the individual permit fee estimates provided unless otherwise approved by the City.

Benesch does not guarantee the accuracy of any identified field locations of and conflicts with sanitary sewer and traffic signal facilities. The use of tracer wire detectors or other similar tools or processes for locating underground facilities is not included in this scope of work.

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,

A handwritten signature in black ink that reads "Jeffery A. Sockel".

Jeffery A. Sockel, PE
Senior Vice President/Omaha Division Manager

Professional Services for
Bellevue Fiber Optic Installation Project Assistance
City of Bellevue Public Works Department

Fee Estimate

<u>Personnel Classification</u>	<u>Rate</u> <u>\$/Hour</u>	<u>Est.</u> <u>Hours</u>	<u>Estimated</u> <u>Cost</u>
E1 - Professional Engineer (Consultant or Principal)	\$ 243.00	83	\$20,169.00
E1a - Professional Engineer/Project Manager	\$ 214.00	0	\$0.00
E2 - Professional Engineer (Staff)	\$ 186.00	0	\$0.00
E2a - Project Scientist II, Project Engineer II	\$ 164.00	248	\$40,672.00
E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	\$ 147.00	0	\$0.00
E3a - Project Coordinator II, Construction Representative III	\$ 133.00	0	\$0.00
E3b - Project Coordinator I, Construction Representative II	\$ 118.00	0	\$0.00
E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	\$ 102.00	4033	\$411,366.00
E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	\$ 91.00	980	\$89,180.00
E6 - Engg Tech I, Project Inspector I, Env Tech I	\$ 78.00	320	\$24,960.00
E8 - Project Assistant II	\$ 67.00	0	\$0.00
E9 - Field/Lab Tech I, Intern	\$ 78.00	0	\$0.00
			<hr/> <hr/>
		Subtotal Direct Labor Costs	\$586,347.00
Direct Nonsalary Costs			
Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges			\$5,700.00
Vehicle Mileage @ \$0.75/mi			\$20,925.00
Construction Materials Testing Trip Charge @ \$91/Trip			\$17,480.00
Sewer Camera @ \$200/day			\$16,000.00
Concrete Unit Rate Testing			\$14,640.00
Misc Unit Rate Testing			\$0.00
Misc Chargeable Expenses			\$0.00
			<hr/> <hr/>
		Subtotal Direct Expense Costs	\$74,745.00
		Total Estimated Not to Exceed Fee	\$661,092.00

**Professional Services for
Bellevue Fiber Optic Installation Project Assistance**
City of Bellevue Public Works Department

Project Summary

Task	Personnel Services											Reimbursables										
Task 1	E1 - Professional Engineer (Consultant or Principal)	E2 - Professional Engineer (Staff)	E2a - Project Scientist II, Project Engineer II	E2a - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	E3a - Project Coordinator II, Construction Representative III	E3b - Project Coordinator I, Construction Representative II	E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	E5 - Engr Tech II, Project Inspector II, Env Tech II, Party Chief	E6 - Engr Tech I, Project Inspector I, Env Tech I	E8 - Project Assistant II	E9 - Field/Lab Tech I, Intern	Total Hours	Subtotal	Printing, Communication, Misc. Suppl./Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ \$0.75/mi	Construction Materials Testing Trip Charge @ \$91/Trip	Sewer Camera @ \$200/day	Concrete Unit Rate Testing	Misc Unit Rate Testing	Misc Chargeable Expenses	Subtotal	Estimated Fee
Task 1	83	0	0	248	0	0	0	0	0	0	0	311	60,841.00	\$ 600	\$ 975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,416.00
Task 2	0	0	0	0	0	0	2640	660	0	0	0	3300	329,340.00	\$ 3,300	\$ 13,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 346,440.00
Task 3	0	0	0	0	0	0	33	0	0	0	0	33	3,366.00	\$ -	\$ 75	\$ 10,920	\$ 14,640	\$ -	\$ -	\$ -	\$ -	\$ 25,635
Task 4	0	0	0	0	0	0	0	320	320	0	0	640	54,080.00	\$ 500	\$ 1,950	\$ 6,560	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ 79,090.00
Task 5	0	0	0	0	0	0	1320	0	0	0	1320	134,640.00	\$ 1,300	\$ 3,975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139,915.00
Task 6	0	0	0	0	0	0	40	0	0	0	40	4,080.00	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,230.00
Subtotal	83	0	0	248	0	0	4033	980	320	0	0	5664	586,347.00	\$ 5,700	\$ 20,925	\$ 17,480	\$ 16,000	\$ 14,640	\$ -	\$ -	\$ 74,745	\$ 661,092.00
Project Subtotal												\$ 586,347.00	\$ 74,745	\$ 661,092.00								

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022		SUBMITTED BY: Public Works	
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:

HDR engineering provided a Master Plan for the future of American Heroes Park. The study required additional work and this request is for approval for an additional 694.32.

SYNOPSIS/BACKGROUND:

The American Heroes Park Master Plan has been completed and provided to the City of Bellevue. These additional dollars will complete all payments to HDR.

FISCAL IMPACT: 694.32 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Contract for Design Services

CONTRACT EFFECTIVE DATE: 11/01/2021 CONTRACT TERM: 04/31/22 CONTRACT END DATE: 05/01/2022

PROJECT NAME: American Heroes Park Master Plan

START DATE: 11/01/2021 END DATE: 05/01/2022 PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

It is the recommendation of the Public Works Department that the City Council approve the final payment to HDR for the Master Plan for American Heroes Park.

ATTACHMENTS:

1. Bill Statement
2. Fee & Services Statement
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bryan Rollins
[Signature]
[Signature]

Invoice



HDR Architecture Inc.
Omaha, NE 68106-2973
Phone: (402) 399-1000

City of Bellevue, NE
Doug Clark
City of Bellevue, NE
Epiphany Ramon
Bellevue, NE 68005

Reference Invoice Number with Payment

HDR Invoice No. 1160037007
Invoice Date 25-APR-2022
Invoice Amount Due \$694.32
Payment Terms 30 NET

Remit To PO Box 74008204
Chicago, IL 60674-8204
Bank of America ML US
ACH/EFT Payments ABA# 081000032
Account# 355004076581

BPW 210920

Professional Services
From: 27-FEB-2022 To: 23-APR-2022

Expense Summarization	Quantity	Billing Rate	Amount
Meals		First National Bank of Omaha	75.49
Mileage Personal	88	Cross, Jennifer Lynn (Jen)	54.86
Mileage Personal	144.5	Ingunza, Alison E	90.80
Mileage Personal	44	Koenig, Christopher J	27.11
Printing/Reprographics		ARC Document Solutions LLC	446.06
Total Expenses			\$694.32

Amount Due This Invoice (USD) \$694.32

HDR Internal Reference Only	
Client Number	3122
Cost Center	20014
Project Number	10320295

OK TO PAY

APR 28 2022

ENTERED

APR 29 2022

FEE FOR SERVICES

HDR proposes to provide the following services for a phased fixed fee as follows:

DESIGN, DEVELOPMENT, AND DOCUMENTATION FEES

TASK 1: Discovery: Inventory & Analysis	\$16,800
TASK 2: Input, Development & OPC Analysis	\$41,200
TASK 3: Master Plan Development, Submittals, Approvals & Final Deliverables	\$14,550
Total Fee	\$72,550

ADDITIONAL SERVICES AS NEEDED

Additional 3d Visualization	\$3,000 - \$4,500
-----------------------------	-------------------

Reimbursable items are added to the proposed fee. Reimbursables are in addition to the proposed fee and will be billed at cost with a 10% administrative fee. These may include travel, printing, postage, and deliveries. Should the project expand, we will adjust the price and scope accordingly.

SCOPE EXCLUSIONS

Excluded from this scope of services is the following:

1. LEED Documentation Services
2. Permitting & Permit Fees
3. Full Drainage Report
4. Topographical Survey and Geotechnical Services
5. Geotechnical Testing
6. Retaining Wall Structural Design Provisions. Should retaining walls be needed, the A/E will show the proposed location and pertinent elevations on their drawings. The A/E will provide details to the structural engineer to include on the structural engineer's drawing sheet. The structural engineer will show all reinforcements of the retaining walls on their sheets.
7. Mechanical, Electrical/Lighting, and Structural Engineering are not included in this proposed scope
8. Design Development to Construction Documentation Services
9. Construction Administration Services
10. A full drainage report is not included in this submittal

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
8/2/2022

COUNCIL MEETING DATE: 08/02/2022		SUBMITTED BY: Perry Guido Fire Chief	
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:

Airpack Purchase

SYNOPSIS/BACKGROUND:

Fire Department personnel utilize Scott self-contained breathing apparatus (airpacks) when operating in an environment that could be or is immediately dangerous to life and health. Our current airpacks were purchased in 2012 and will be out of warranty shortly. This purchase will keep the department personnel operating with the use of updated technology, equipment that is compatible with adjacent departments and provide a warranty on the equipment that is good as long as the City of Bellevue owns them.

FISCAL IMPACT: 750,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

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

CIP PROJECT NAME: FI23(3) Replace SCBA CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRUBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Recommend approval to purchase as proposed in the 2023 CIP.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Breyer
[Signature]

July 28th, 2022

Administration

United Cities meeting

Meeting with Councilwoman Welch regarding Museum

Conference call with Senator Nelson, Mike Yanney and Felix Ungerman to discuss development project

Policy meeting with HR

Weekly zoom call for NC3 project

Meeting with Eastern Fire District regarding budget for 2023

Budget task force meetings

Planning session with PW regarding future developments

Meeting with Olde Town Developer of upcoming plan

Meeting with Lockwood Developers team to discuss commercial developments

Meeting with Burlington CEO regarding 501c3

Meeting with Legal regarding grants for reconnecting communities

Meeting with Julie D. regarding Library project

Meeting with City realtor on new developments

Meeting with Fire Command Staff on future manpower

Meeting with Legal and Code Enforcement

Budget review meeting

Meeting with Belino regarding projects

Meeting with PW and Leo Daly for design review of Library

Meeting with John Hassett for future land acquisition

Clerk

- Codification Project Update – The 6th Supplement sent to American Publishing for updates to City Codes. This supplement includes Ordinance #4084 – Ordinance #4103.
- All bond payments have been reimbursed to Non-Profit Organizations having Firework Stands.
- Class “C” Automatic Liquor License Renewals have been published per Statute.
- Lane Mile Report has been submitted to NDOT, after being reviewed and signed by the City Street Superintendent.

Community Development

Planning

Attended public workshops on master park Plan

Met with a developer on a new single family housing project

Met with a developer on an industrial project.

Met with Habitat for Humanity on their current events and projects

Met with a Texas developer on an entertainment project

Several meetings re: NC3

Met with Bellevue University, HDR, and a developer on the Haworth updates

Permits and Inspections

Performed 753 Inspections

Issued 13 new permits for single family dwellings

Code Enforcement

Notices Issued -274

Red Tags –32

Clean ups – 22

Calls – 1,215

Towed Vehicles –7

Tree Removals – 1

Communications

Updating website and social media on road closures and pool scheduling and music in the park

Worked with the rec Department on updating the website for Fall activities

Still updating and incorporating the new logo on forms and city sites

Finalized the update to the phone system in Chambers

Worked with new reporters at the Leader on questions concerning Paradise Lakes

Public Works

Engineering

- a. American Broadband Fiber Project Establish Right of Way Permit Process and Fee Structure
- b. Monitoring Contracts for \$3.5 million in road overlay projects
- c. Working with Jacobson to identified Storm Water Drainage Systems improvements
- d. Working on Development Plan Reviews
- e. Working with Lamp Rynearson on Bellevue Parks Study
- f. Developing CIP and Annual Budget for Public Works

Facilities

- a. Completed repairs of Dowding Pool reduced water loss by 66%
- b. Completing Work Schedules for Building Cleaning and Janitorial Services
- c. Managing all repairs and improvements to all City buildings and facilities
- d. Replacing Control Pads for Splash Pads
- e. Preparing for new Columbarium at Cemetery

Fleet Services

- a. Maintaining Equipment for Parks, Streets, Wastewater and Facilities Maintenance
- b. Working to Address Employee Shortages
- c. Dealing with Ford Cancelling Vehicle Purchases for Code Enforcement
- d. Managing Public Works uniform Inventory

CITY OF BELLEVUE
ADMINISTRATION REPORT

Parks

- a. Summer Mowing Season
- b. Reviewing New Fountain for AHP
- c. Participating in Lamp Rynearson System Wide Parks Study
- d. Managing Summer Recreation Programs and City Pools

Streets

- a. City Wide Street Repair
- b. Working on Storm Water Drainage Issues in the City (Jacobson Engineering)
- c. Assisting with Evaluation of Where Fiber should be in the city
- d. Repair Stormwater System under Harvell Road
- e. Devising a plan to Hire and Retain Employees
- f. Rights of Way Mowing

Wastewater

- a. Finalizing details with Sarpy County Wastewater on south of the ridgeline costs and acres
- b. Training new Employee for the Department
- c. Assisting in Cost Estimate for Wastewater Services in AHP, Haworth Park and the Bellevue University and City of Bellevue Softball Fields
- d. Finalizing growth areas with Sarpy County Wastewater Agency
- e. Establishing Two Separate Wastewater Districts due to the Connection Fees Associated with the South Sarpy Wastewater Agency Connection Fee Structure

Public Works

- a. Reviewing Federal Requirements to receive Grants for Infrastructure Projects (Continues)
- b. Working with HDR on the development of AHP & Haworth Park with Bellevue University (Continues)
- c. Working with Interested Parties in Design of Memorials in AHP 911 Memorial Area

Finance

(See Attached)

Library

- The library will host a National Night Out event on Tuesday, Aug. 2, from 6 to 8:30 p.m. There will be hotdogs and water available for the public. Visits from Bellevue Police Department and other emergency personnel are expected. Sponsored by Safe Kids Sarpy/Cass, and while supplies last, staff will be giving away children's bicycle safety helmets. The library's National Night Out event is being coordinated by the Children's Department with help from the Junior Friends of the Library.
- The Bellevue Public Library Advisory Board held a regular monthly meeting on July 20 (the Board will not meet in August). In an election of officers, Evonne Edgington was voted in as president, and Deb Stortvedt was voted in as vice president. Also during the meeting, the Board approved a technology plan for 2022-2025. In the coming year, the library will focus on growing its makerspace and also updating self-check stations. Further items included a review of the 2019-2022 Community Needs Assessment, an update on the Nebraska Library Association annual conference in October, and an update on the renovation project.
- Local author William Bruce McCoy gave a presentation on Sunday, July 10, at 2 p.m. at the library. This was an in-person event (but a Zoom link was made available). Dr. McCoy discussed his fiction book "Bellevue, Nebraska's Oldest Frontier Town."
- The library has been a donation drop-off site for Bellevue Together's Back-to-School campaign, which is collecting school-related items for students in need in the Bellevue Public Schools Community. Donations of pencils, notebooks, markers, ruled paper, etc., were suggested. The deadline for contributions was extended to July 26.
- The 2022 Summer Library Programs for both children and young adults are coming to a close (final day is July 31). In addition to many craft activities and the reading challenges, special activities included Will Parker's *Oceans of Music* program held on July 23. The Young Adult Department currently has a *Sub Window Wall Art* contest on display in the library and the public can vote on their favorites. Two *Chopped @ Home* teen food face-offs were held with teens creating food dishes with kit ingredients plus items from their kitchens. And the third annual *Teen Nailed It* food challenge was held with voting July 22-26.
- Alice Boeckman, former Children's Librarian, has been selling handmade cards as a fundraiser for the library. She was at the Bellevue Farmer's Market two Saturdays in July, and also has cards available at the library. The cards sell for \$2.00 each and are available for a variety of occasions. All proceeds go to the Bellevue Library Foundation.

Police

- 7/02 – City Council
- 7/13 – Meeting with Nebraska State Patrol
- 7/15 – 1st Responders Foundation Meeting
- 7/19 – Board of Equalization
 - City Council
- 7/26 – Meeting with OPD – International Assoc. of Women’s Police
- 7/27 – Meeting with Dr. Bishop
- 07/29 – 30x30 July Webinar

Fire

(See Attached)

Current Fiscal Year End 2022 financials

We expect the city to be favorable to the overall budget with higher revenues masking some of the overages in personnel spending. Here is the forecasted department performance against their operational expenditure budgets for this year:

City of Bellevue
Controllable Operational Expenditure Variance by Department
Full Year Forecast
2021-22 Budget

Department	Full Year		Fcst vs Bud - Fav / (Unf)	
	Forecast	Budget	Amount	%
01 Mayor	\$ 32,961	\$ 32,937	\$ (23)	-0.1%
02 City Administrator	541,032	529,426	(11,607)	-2.2%
03 Legal	300,573	318,545	17,972	5.6%
04 Cable Advisory	246,999	246,876	(123)	0.0%
05 City Clerk	232,477	257,140	24,664	9.6%
06 Finance	853,169	888,093	34,924	3.9%
07 Library	1,172,957	1,179,481	6,524	0.6%
08 Administrative Services	1,053,519	1,140,226	86,707	7.6%
09 Code Enforcement	628,184	682,691	54,508	8.0%
10 Public Works	1,019,361	1,107,191	87,830	7.9%
11 Parks	2,039,817	1,889,377	(150,440)	-8.0%
12 Recreation	805,198	829,508	24,310	2.9%
13 Building Maintenance	1,178,318	1,008,260	(170,058)	-16.9%
14 Cemetery	282,236	289,775	7,539	2.6%
15 Streets	5,307,616	5,701,618	394,003	6.9%
16 Fleet Maintenance	1,590,242	1,770,364	180,122	10.2%
17 Solid Waste	4,113,204	4,086,731	(26,474)	-0.6%
18 Planning	720,627	401,164	(319,463)	-79.6%
19 Permits & Inspections	905,253	1,000,840	95,587	9.6%
20 Police	17,281,525	15,408,178	(1,873,347)	-12.2%
21 Fire & Rescue	10,631,120	9,735,479	(895,641)	-9.2%
23 Non-Departmental - Contracts	1,324,390	1,696,463	372,073	21.9%
24 Information Technology	501,140	494,837	(6,303)	-1.3%
25 City Council	126,795	126,795	0	0.0%
40 Annex	59,795	0	(59,795)	-
Fund 99	100,153	110,022	9,869	9.0%
Total Department	\$ 53,048,661	\$ 50,932,018	\$ (2,116,643)	-4.2%
Fund 20 - Wastewater	\$ 8,232,921	\$ 8,475,655	\$ 242,733	2.9%

Debt

Better than planned (lower outstanding debt). Manageable.

Fiscal Year 2022-2023 Budget Summary

City of Bellevue Annual Budget

Fiscal Year Ending September 30, 2023

	<u>Total</u>	<u>Unrestricted</u>
Revenues	\$ 106,052,942.00	\$ 106,052,942.00
Expenditures	\$ 109,052,942.00	\$ 109,052,942.00
Net Revenues	\$ (3,000,000.00)	\$ (3,000,000.00)
Beginning Cash	\$ 46,076,996.37	\$ 35,954,913.00
Ending Cash	\$ 43,076,996.37	\$ 32,954,913.00

* Total Spending Rises 1.3% to \$109 Million, \$2 Million Over Prior Year Budget
Total Operational Expenditures Are Up \$8 Million

This Is Partly Offset by \$6 million of Lower Bond Refundings and Capital Spending

* No Increase in Tax Levy Rate - Remains at 61¢ Per \$100 of Valuation
Property Owners Results Will Vary As Valuations May Increase or Decrease

* Bellevue's Valuations Increased 8.5%

* Total General Fund Spending Budgeted At \$82 Million, An Increase of \$2 Million

* General Fund Operational Expenditures Increase 14% To \$58 Million
-Police Spending Increases \$5 Million (30%) To \$20 Million, Funds 111 Sworn Positions
-Fire Increases \$2 Million (18%) To \$12 Million, Funding The Full-Time Fire
Department

-No Increase in Public Works Operational Expenditures, Remains At \$13 Million
-All Other Departments Combined Increased Less Than \$1 Million (4%) To \$13 Million



City of Bellevue

Fire Department

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

Bellevue Fire Department Council Report

Report Date 7/27/2022

A. General Items:

- QA/QI
- Captains assessment center starting 7/25/2022
- Repair civil defense siren at district 1 that will not rotate.
- Yearly hose testing had been completed.
- Three firefighters have been chosen to take the 2022-2023 paramedic training class.
- Roof top training prop has been completed and ready for use.

B. Training:

- Continue joint training with Papillion on Medic run procedures.
- EZIO training (bone drill for IV access)
- Stroke power point
- Medi bike training
- Standard operation procedure review.

C. Inspections:

- Fire sprinkler plan review Freedom Village 1821 Hillcrest Dr.
- Fire sprinkler plan review Deer Creek Apartments 7758 S. 23rd Court.
- Fire sprinkler plan review Deer Creek Apartments 2327 McCorkindale Plaza.
- Fire sprinkler plan review Deer Creek Apartments 2375 McCorkindale Plaza.
- Fire sprinkler plan review Deer Creek Apartments 7749 S.24th Court.
- Fire sprinkler plan review Deer Creek Apartments 2364 Betty Court.
- Plan review remodel 701 Galvin Rd. S.
- Fire alarm plan review Walmart 10504 S. 15th St.
- Final inspection Aqua Tots 3512 Samson Way Ste. 106.
- Final inspection 42 Degrees 1602 Galvin Rd. S.
- Day care inspection ABC 11539 S. 36th St.
- Day care inspection Kathy's Kids 1501 Galvin Rd. S.
- Fire sprinkler plan review St. Matthews 12330 S. 36th St.
- Revised plan review Jefferson Place 1601-1607 Jefferson



City of Bellevue Fire Department

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D. Calls:

Fire – 43

Rescue - 213

E. Ambulance Billing

June 1-30, 2022

\$ 260,510.90 has been billed out to insurance companies (333 insurance claims)
<\$117,229.91> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$260,510.90)

=====

\$ 143,280.99 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 99,982.03 deposited into the bank June 1-30, 2022

6,974.22 additional revenue in Credit/Debit card payments were received June 1-30, 2022.

\$106,956.25 TOTAL June 1-30, 2022 rescue fee revenue

Statement Billing:

350 statements were mailed to patients for unpaid account balances

These statements totaled \$ 210,640.37

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



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 6/27/2022 through 7/3/2022

Monday	AM	E1, T21, T31	3 person	No Batt. 2
Monday	PM	E1	3 person	
Tuesday	AM	E1 & E41	3 person	
Tuesday	PM	E41	3 person	
Wednesday	AM	E1, T21, & E41	3 person	
Wednesday	PM	E1, T21, T31, & E41	3 person	
Thursday	AM	E1, T21, & E41	3 person	
Thursday	PM	T21, & E41	3 person	
Friday	AM	E1, T31	3 person	
Friday	PM	E1, T31	3 person	
Saturday	AM	E1, T31, & E41	3 person	
Saturday	PM	E1, T31, & E41	3 person	
Sunday	AM	E1, T21, T31, & E41	3 person	
Sunday	PM	E1, T21, T31, & E41	3 person	No Batt. 2

Staffing Report from 7/4/2022 through 7/10/2022

Monday	AM	T21, T31, & E41	3 person	
Monday	PM	E1, T21, T31, & E41	3 person	
Tuesday	AM	E1, T21, T31	3 person	
Tuesday	PM	T31	3 person	
Wednesday	AM	T21, T31	3 person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, & E41	3 person	
Thursday	PM	E1, T21, T31, & E41	3 person	
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	E1, T21, T31, & E41	3 person	
Saturday	PM	E1, T21, T31, & E41	3 person	
Sunday	AM	E1, T21	3 person	
Sunday	PM	E1	3 person	





City of Bellevue

Fire Department

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Staffing Report from 7/11/2022 through 7/17/2022

Monday	AM	T31	3 Person, E1 Closed	No Batt. 2
Monday	PM	E1, T21, & E41	3 person	
Tuesday	AM	E1, & E41	3 person	
Tuesday	PM	E1	3 person	
Wednesday	AM	E1, T31	3 person, T21 closed	
Wednesday	PM	Full		
Thursday	AM	E1, T21, T31, & E41	3 person	
Thursday	PM	E1, T21, T31, & E41	3 person	No Batt. 2
Friday	AM	E1, T21, T31, & E41	3 person	No Batt. 2
Friday	PM	E1, T21, T31, & E41	3 person	
Saturday	AM	E1, T21, T31, & E41	3 person	No Batt. 2, No EMS
Saturday	PM	E1, T21, T31, & E41	3 person	No Batt. 2, No EMS
Sunday	AM	E1, T21, T31, & E41	3 person	No Batt. 2
Sunday	PM	E1, T21, T31, & E41	3 person	

Staffing Report from 7/18/2022 through 7/24/2022

Monday	AM	E41	3 person	No Batt. 2
Monday	PM	T21	3 person	
Tuesday	AM	E1, T31	3 person	
Tuesday	PM	E1, T21, T31	3 person	
Wednesday	AM	E1, T21, & E41	3 person	
Wednesday	PM	E1, T21, T31, & E41	3 person	
Thursday	AM	T21, T31	3 person	No Batt. 2
Thursday	PM	T21, T31	3 person	
Friday	AM	T21, T31, & E41	3 person	
Friday	PM	E1, T21, T31, & E41	3 person	
Saturday	AM	E1, T21, T31, & E41	3 person	No Batt. 2
Saturday	PM	E1, T21, T31, & E41	3 person	No Batt. 2
Sunday	AM	E1, T21, T31, & E41	3 person	
Sunday	PM	E41	3 person	