Bellevue City Council Meeting
Tuesday, April 21, 2020 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. **Pursuant to the Governor's Executive Order No. 20-003 and due to concerns related to the Coronavirus and for the safety of the City Council, City Employees and the General Public, tonight's meeting (04/21/2020) of the Mayor and the Bellevue City Council will be closed to physical attendance by the public. The Mayor and Bellevue City Council will also be participating virtually from their home or office in order to limit the amount of people physically attending the meeting to less than 10 due to the current guidelines by the Governor and local Health Departments.**

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

1) Watch it live via Facebook Live on the City of Bellevue's Facebook Page which is located at *www.facebook.com/bellevuene*. Questions will also be able to be submitted in writing via this format in the comment's section!
2) Submit your question or concern via email to *info.bellevue.net* and it will be asked and submitted into the record (if related to an agenda item for public hearing).
3) Please call the Community Relations Department at 402-515-6259 anytime during the meeting to receive a phone number and access code to join the meeting via *gotomeeting.com*.

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

2. PLEDGE OF ALLEGIANCE/INVOCATION
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
    a. Approval of the Agenda
    b. Approval of the Consent Agenda ***(Items marked with an (*) are approved where this item is, unless otherwise removed)***
        1. * Acknowledge receipt of the March 26, 2020 Planning Commission Minutes
        2. * Approval of April 7, 2020 City Council Minutes
        3. * Approve and ratify Memorandum of Understanding (MOU) between the City of Bellevue and the Bellevue Professional Management Association (BPMA) for a job classification restructure and removal from union and authorize the Mayor to execute (Human Resources Director)
6. * APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
    a. Proclamation declaring April 22, 2020 as "Earth Day" (Councilman Preister)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 3990: Request to amend Section 5.26, City of Bellevue Zoning Ordinance, regarding indoor and outdoor recreational facilities as a permitted use in the FX zoning district. Applicant: City of Bellevue (Planning Manager)

b. Ordinance No. 3991: Request to amend Sections 5.24 and 8.03, City of Bellevue Zoning Ordinance, to allow for the parking of semi-trailers, tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length, as a conditional use permit in the BGH Zoning District. Applicant: City of Bellevue. (Planning Manager)

12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE

a. Ordinance No. 3993 (Annexation #1): Request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)

b. Ordinance No. 3994 (Annexation #2): Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)

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

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for a Conditional Use Permit for Lot 1, Ashford Hollow North, located in the Northwest ¼ of Section 32, and the Southwest ¼ of Section 29, all in T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a self-storage facility. Applicant: Stephens & Smith Construction Co. General Location: 11203 South 48th St. Case #: CUP-1812-04. (Planning Manager)

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. * Recommend approval of the Agreement between the City of Bellevue and the Bellevue Chamber of Commerce outlining the funds already approved by the City Council for rebranding and marketing. (Community Development Director)

b. * Approve the Mayor to sign the 2020 Kawasaki User Relations Loan Agreement Form for two Side-by-Side Utility Vehicles to be used by the Police and Fire Department. (Interim Police Chief)

c. * Approve the Mutual Aid Agreement between the United Cities of Sarpy and the City of Bellevue for the Mayor to sign. (City Administrator)

d. Accept and authorize the Mayor to sign the low proposal for the demo of 7952 S. 25th Street and authorize funding from the Community Betterment Fund. (Chief Building Official)

e. Accept and authorize the Mayor to sign the low proposal for the demo of the barn at 3515 Schneekloth Road and authorize funding from the Community Betterment Fund. (Chief Building Official)

f. Accept and authorize the Mayor to sign the low proposal for the demo of Lots 1, 2, and 3, Paradise Park and authorize funding from the Community Betterment Fund. (Chief Building

Official)

17. ADMINISTRATION REPORTS: BEING REVISED
18. CLOSED SESSION: NONE
19. ADJOURNMENT

MINUTE RECORD

Pursuant to the Governor's Executive Order 20-03, on Thursday, March 26, 2020 at 7:00 p.m. the Bellevue Planning Commission meeting was held via video conference in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Cain, Aerni, Ritz, Ackley, Hankins, Cutsforth, and Jacobson. Also present were Tammi Palm, Planning Manager, and Angela Curry, Assistant Planning Manager.

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

Ritz announced the Open Meetings Act pursuant to the Governor's Executive Order 20-03, and said meeting may be held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting will be by a virtual meeting and the public may join using Facebook live via the City of Bellevue's Facebook page.

Motion was made by Ackley, seconded by Cain, to approve the minutes of the February 27, 2020 regular meeting as presented. Upon roll call, Casey, Perrin, Cain, Aerni, Ritz, Ackley, Hankins, Cutsforth and Jacobson voted yes. Motion carried.

Ritz asked if there were any updates or additions to staff reports. Palm advised a letter from Lance Jordan at Stephens and Smith Construction and several letters of opposition were emailed to the Commissioners regarding item 3.a Ashford Hollow North, and a letter of opposition was also received regarding item 3.b.

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

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request for a Conditional Use Permit for Lot 1, Ashford Hollow North, located in the Northwest ¼ of Section 32, and the Southwest ¼ of Section 29, all in T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a self-storage facility. Applicant: Stephens & Smith Construction Co. General Location: 11203 S. 48th St. Case #: CUP-1812-04.

Doug Kellner with TD2 Engineering, 10836 Old Mill Road, Omaha, NE was present on behalf of the applicant. Kellner stated the purpose of the proposal is a conditional use permit for a storage facility in an existing Flex Zoning. Kellner explained they will be constructing the required buffer around the property and have obtained a permit from the Corp of Engineers.

Several Facebook Live questions were asked regarding the proposed site and answered after the close of the Public Hearing.

Travis Hamilton, 4610 Brook Circle, Papillion, NE said he was opposed to the request because it will be in his backyard and will block his view of the walking trail. Hamilton stated the area was zoned residential and he never imagined a storage facility would be constructed there. He also stated the street lights and barb wire fence would not fit into the neighborhood.

Bryce Hiracheta, 4470 Brook Drive, Papillion, NE asked if the trees being planted will be mature enough to block the view of the building.

Beth Moseley, 4502 Brook Circle, Papillion, NE stated the plans show construction in the floodplain and the alteration of a floodplain could affect the levels of periodic floods. This business will be adjacent to homes and any chance of flooding homes because of this development is unacceptable.

Aerni responded to Mr. Hamilton's concerns. He stated according to the Sarpy County GIS website Outlot B, which is a one hundred and seventy foot deep lot between the proposed storage facility and Mr. Hamilton's lot would prevent the storage facility from being in his back yard. Mr. Hamilton stated he understood that but because of the elevation of Outlot B there would not be a buffer and he would be looking at a storage facility with street lights and barb wire fencing.

Aerni asked if Palm would give the history on the zoning of this property. Palm stated the original developer of Ashford Hollow North platted and developed Lot 1 Ashford Hollow North as Flex Zoning along with the adjacent residential zoning. Aerni said the Flex Zoning allows for construction of a car

wash, convenience store, gas station, railroad tracks, and many things that would be more of a negative impact on the neighborhood than a storage facility. He stated the zoning is not changing, and the property has been zoned Flex since the original plat.

Ashley Decker asked if the facility will be lighted all night and how tall will they need to build up the floodplain for this project.

Beth Moseley asked what the hours of operation will be.

Brandon Berry asked how tall and how many stories the buildings will be.

Palm addressed the question of trees. She stated the landscape plans require ornamental or shade trees with a minimum two inch caliper.

Lance Jordan with Stephens & Smith Construction Company, 5711 South 60th St., Omaha NE stated a landscape plan was submitted to the City of Bellevue and approved. He stated a variety of trees such as evergreens and maples will be planted on a berm around the facility. The facility will not have a barb wire fence, a privacy fence will be installed. Palm stated the landscape plan is available to the public online attached to the Planning Commission agenda.

Palm asked Kellner to address the questions regarding the floodplain. Kellner stated they are filling 25% of the western portion of the site ranging from zero to three feet of fill according to Bellevue Code. Palm added the applicant's plans were reviewed by the US Army Corp of Engineers and the Papillion Missouri River NRD. She said if this development is approved, prior to construction they will have to get a floodplain development permit from the City of Bellevue. She said once the project is completed the developer will be required to provide the City of Bellevue with an elevation certificate to verify the buildings are minimum one foot above base flood elevation and not impacting the floodway or the floodplain.

Jordan stated the only lighting on the property would be low voltage lights installed on the buildings pointing toward the ground.

Palm said in regard to hours of operation the developer submitted paperwork stating their hours of operation, for renters only, would be from 6 a.m. to 10 p.m. daily. Police and fire departments would have 24 hour access. Upon completion of the project, a full time manger will be on site between the hours of 8 a.m. to 5 p.m. Monday through Friday and 8 a.m. to 1 p.m. on Saturday.

Jordan stated the building height would be approximately nine feet six inches tall with all the buildings being single story.

Brandon Berry stated Charleston Homes told him there would be no construction behind him.

Ashley Decker asked how much fill will be needed to bring the property above the floodplain and will there be flood lights on the property.

Brandi Anderson stated they were told no buildings could be constructed due to easements and floodplain. She is concerned for the safety of her children playing in the yard with tenants coming and going all hours of the day and night. This will be a complete eye sore for our backyards regardless of the berm and landscaping. The lighting will shine directly in our bedroom window and the developer has not maintained the property.

Sarah Garcia asked if the property entrance would be closed and locked after hours.

Beth Moseley stated as early as 6 a.m. up to 10 p.m., 300 feet from a residential area does not seem right. She asked if the lighting was motion detected.

Don Zachary asked if the lighting will affect the wildlife in the area. The loss of trees has already diminished the birds in the area.

Palm addressed the floodplain elevation question and stated currently the base flood elevation in that area is 998'. According to the plans that were submitted by the developer they would be at 1,000.25' or above, which would meet the requirement of at least one foot above base flood elevation.

Jordan stated there would be an electronic gate at the entrance which renters would access with a key

pad. He said the lighting will be low voltage lights on the building which will shine downward and will be lit 24 hours a day. There will be no flood or street lights on the property other than one light at the gate.

Palm stated when the area was originally platted it was found to have an old railroad easement, which was the reason for the creation of Outlot B.

Don Zachary asked if a wildlife study had been done. Palm stated a wildlife study is not required by the City of Bellevue.

Sarah Garcia stated the developer left three piles of trees burning and they did not mow.

Beth Moseley stated trees were recovered from this property last year and illegally placed on HOA land despite repeated requests for their removal. Given this experience you can imagine why we are weary of what will happen with this development and hopes the City will monitor this more closely.

Sarah Garcia asked the developer to explain why they have not taken care of the property.

Jordan stated the property was recently purchased. He stated he had nothing to do with removing the trees. He said he recently had crews remove trash from along the street.

Brandi Anderson stated the trees were lit on fire and not monitored so she had to call the Fire Department to extinguish them.

A discussion ensued regarding the time line of removal and burning of trees.

Jordan stated they have not been involved in any of the tree removal, it was part of their contract prior to taking ownership of the property. He said he was not aware of any piles of trees but, when they begin developing the property they will complete the tree and debris removal if needed.

Matthew Menard asked if the storage facility is for residential or commercial.

Stacey Case asked how far to the east will the facility be built and how many homes will be affected by it.

Jordan said traditionally the storage units are residential but if a business had overflow of product they would be allowed to rent a unit. He stated because of the floodway/floodplain, they will develop about half of the property.

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

Discussion between the commissioners and the applicant ensued regarding landscaping, lighting, trees, and permitted conditional uses in the Flex Zoning. Jacobson asked how high the berm will be and where the privacy fence will be placed. Jordan stated the berm would be approximately three foot high with the fence being on the inside of the berm. Jacobson asked if the driveway would be long enough on 48th street to avoid a traffic problem. Jordan said there will be two lanes at the gate area to avoid any traffic problems. Hankins asked what type of fence will be installed. Palm stated it would be a six foot vinyl fence. Jordan stated the gate would be six foot chain link.

Ritz stated there were drawings available to the public which will help them to better understand the landscaping, fencing and berm. Ritz asked about the lighting spillage. Palm stated there is a zoning ordinance which states there cannot be light pollution or spillage of light from a commercial property onto a residential district.

Jordan stated he was not aware of tree piles on the property. Palm stated Ms. Garcia had sent pictures and she would get copies to Jordan. Palm stated no matter what happens with the application the tree piles and debris will need to be removed. Jordan said he wanted to be a good neighbor and would take care of the matter.

MOTION was made by Jacobson, seconded by Hankins to recommend APPROVAL of a request for a Conditional Use Permit for Lot 1, Ashford Hollow North, located in the Northwest ¼ of Section 32, and the Southwest ¼ of Section 29, all in T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a self-storage facility. APPROVAL of the conditional use permit based on conformance

with the requirements of the zoning ordinance and lack of perceived negative impact on the surrounding neighborhood. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING ON April 21, 2020.

PUBLIC HEARING was held on a request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Cynthia Buettner, 8624 S 42nd St, Bellevue, NE stated this will generate approximately $41,000 dollars additional revenue for the City, plus another $8,000 from the State highway fund. The necessary infrastructure improvements as estimated by the Street Department are $50,000 which will be spread out over four years because there hasn't been a comprehensive plan put together by the Street Department or by the City of Bellevue. She stated the Planning Commission should demand they have a plan prior to annexing this area. She stated why would the city bring in an area that you don't have the cost for or you can't spell out the benefits to us. Buettner requested the Commission table this annexation until the city has a full view of the costs or the benefits to the land owners. Buettner asked if there was more information on how the improvements would be made to the roads including the north, south, east and west sections.

Palm stated we have a memorandum from Mr. Bobby Riggs, City of Bellevue Streets Superintendent and he indicated the annexation would have minimal impact on man power and equipment needs and minimal to no impact on operations. The memorandum also stated the need for some patching along 42nd Street which would be spread out over the next three to four fiscal years. If the City annexes this property Mr. Riggs will look more closely for an exact dollar figure, but at this time he was confident the city could handle the infrastructure and patching needs.

Buettner said it would be minimal to maintain the streets as they are now because they are sub-standard and in no way meet the standards of the Planning Commission, nor would you want these streets to reflect your city. Palm stated she agrees they are sub-standard streets, but that would be a benefit to being annexed by the city. The city would have a plan to improve those streets. Buettner said it shouldn't take four years for the city to repair the streets when the only department that needed the funds to service this area was the Street Department. The roads should be priority number one and the Planning Commission should know what that will cost.

Lawrence Ramsey, 8456 S 42nd St., Bellevue, NE, stated he agreed with Buettner. Ramsey stated he sent a letter to the Commissioners and wanted to be sure they received it. Ritz stated the Commissioners received it. Ramsey expressed concern for the tax increase which would be a burden for people on a fixed income. He stated he does not understand the natural growth reasoning to the annexation. He said he felt this was an inappropriate time to increase taxes when the country is going through a significant economic downturn. Ramsey asked what happens after they are annexed, will they have to install sidewalks or connect to the City sewer system if they are on septic now. Ramsey asked if a cost analysis for the annexation exists.

Nancy Schrack, 8706 S 42nd St., Bellevue, NE, stated she agreed with Mr. Ramsey and Ms. Buettner regarding seeing anything that would benefit the residents. The only benefit would be the City getting additional tax dollars. Schrack said she calculated her taxes will go up 25% which is a significant amount.

Steven Donovan, asked if there is a plan to improve the Highway 75 North and South overpass ingress and egress.

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

Palm addressed concerns regarding sanitary sewer connections. She stated it would not be a requirement to connect to public sewer with this annexation. Residents on a septic system would continue on a septic system unless that system failed. If the system failed, residents would have to follow City Code in order to repair or replace the septic system or connect to public services if available.

Palm addressed concerns regarding Highway 75. She stated Highway 75 in that area would be the responsibility of the Nebraska Department of Roads.

Palm addressed concerns regarding 42nd Street. Palm said she believes Mr. Riggs is referring to the entire section of 42nd Street. Mr. Riggs says in his memo, the first year would be prioritizing asphalt patching and sectional replacement over the next three to four fiscal years to improve 42nd Street to city standards.

Palm stated when the city does annexations each department head is contacted to do a cost analysis regarding needs such as equipment, staff, and the financial impact. With this annexation the only department impacted was the Public Works Department. Palm said annexation is not always a plus financially for the city. It is part of the natural growth of the city to annex these areas. The city does not want to leave pockets of unincorporated areas surrounded by city limits which becomes difficult for the Public Works Department with snow removal and street repairs.

Ritz stated most of the services provided by the city cannot be quantified in a number, therefore no cost analysis can be done. The benefit to the citizens in this annexation will be representation. With this annexation the City will make sure that all of your services are maintained at the level you are receiving at this time. Ritz stated the repairs to the area roads will be done in sections to minimize traffic problems in the area.

Aerni stated Mr. Ramsey's property was unique due to the fact that 42nd Street in front of his house was in the city limits of Bellevue, so if an accident occurred on the street in front of his house the Bellevue Police Department would respond but, if there was a medical emergency in his house or backyard Sarpy County Sheriff would respond. This is part of the reason for annexation; to make service consistent.

MOTION was made by Casey, seconded by Cutsforth to recommend APPROVAL of a request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING ON April 21, 2020.

PUBLIC HEARING was held on a request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Steven Donovan asked about the egress, ingress bridge over Fort Crook Road.

Palm stated she was aware the bridge on Schilling Drive was shut down recently by the Public Works Department. Palm did not have an update on this project and recommended Mr. Donovan contact the Public Works Department directly to get an update.

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

MOTION was made by Jacobson, seconded by Cain, to recommend APPROVAL of a request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in

MINUTE RECORD

the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City. Upon roll call, all present voted yes. MOTION carried unanimously.

Palm congratulated Leland Jacobson on receiving the Nebraska Planning and Zoning Association Appointed Official award.

Meeting adjourned at 8:49 p.m.

Dianna Van Horn

Dianna Van Horn
Planning Secretary

MINUTE RECORD

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 7th day of April, 2020, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-003, on Tuesday, April 7, 2020 at 6:00 p.m. the Bellevue City Council meeting was held via video conference in the Bellevue City Council Chambers. No members of the City Council attended in person. Upon roll call, for video conference were City Council Members Bob Stinson, Paul Cook, Pat Shannon, Thomas Burns, Don Preister, and Kathy Welch.

Pursuant to the Governor's Executive Order 20-003, said meeting was held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting was held by a virtual meeting and the public joined using Facebook live via the City of Bellevue's Facebook page.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader 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 Hike announced a copy of the Open Meetings Act is posted in the entry to the City Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive Order 20-003.

APPROVAL OF THE AGENDA
Motion was made by Shannon, seconded by Burns, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:
Motion made by Cook, seconded by Welch, to approve the consent agenda which included the following: Acknowledge receipt of Tree Board Minutes for January 14, 2020, February 11, 2020, and March 10, 2020; Approval of March 17, 2020 City Council Minutes; Acknowledge the Memorandum of Understanding (MOU) with the Civilian Employees Association of Bellevue (CEAB) and authorize execution; Acknowledge the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) and authorize execution; Approval of Claims; Consider and approve the following appointments to the Tree Board: Tom Mruz, Craig Kimball, Nancy Scott, and Don Preister (Council Member), for terms ending April, 2024; Approve and authorize Mayor to sign the Sales Tax Revenue Sharing Agreement with eTruck Transportation, LLC; Approve and authorize the Mayor to sign the low responsible responsive bid from Best Cut Lawn Care Inc. in the amount of $43 per acre totaling $30,702 annually for the Parks Mowing Project; Approve and authorize the Mayor to sign the contract with the low responsive responsible bid from DIY Holding Company, LLC for the 2020 Concrete Projects, not to exceed $272,900 plus 10% contingency ($27,290) totaling $300,190; Approve and Authorize the Mayor to sign Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project; Approve the purchase of (2) 2020 Ford Expedition staff vehicles, not to exceed $39,530 each for a total of $79,060 for vehicles plus an additional $13,000 of fire department equipment for both vehicles, totaling $92,060; Approve purchase of a 2020 Ford XL F-350 Super Cab, in an amount not to exceed $40,135 for the truck, $9845 for skid mount pump and truck, and $15,000 for emergency equipment and portable radios, totaling $64,980; Approve and authorize the Mayor to sign for the purchase to replace control systems in training tower, in an amount not to exceed $172,970; Recommend approval for the Interim Police Chief to sign the Memo of Understanding with the 55th Wing, Security Forces, Offutt AFB for mutual support and information sharing; Approve and authorize the Mayor to sign the Contract with Police One Academy, in an amount not to exceed $3,401.25; and Approve a 60-day filing extension and waive the $200 fee per Section 4-11, Subdivision Regulations.

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

SPECIAL PRESENTATIONS:
Proclamation declaring April 7, 2020 as "Arbor Day" (Councilman Preister)

Mayor Hike read a proclamation declaring April 7, 2020 as Arbor Day.

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES:
Recommend approval of Application for Linda Spaulding as the new manager at SIP LLC dba "Super Store" at 7613 S. 36th Street, Bellevue. (City Clerk)

Mayor Hike opened the meeting to the public to give opportunity for individuals to speak in favor of or in opposition to the proposed Manager change for SIP LLC dba "Super Store".

No one spoke in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

Motion made by Cook, seconded by Welch, to recommend approval of Application for Linda Spaulding as the new manager at SIP LLC dba "Super Store" at 7613 S. 36th Street, Bellevue.

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

ORDINANCES FOR ADOPTION (Third Reading) None

ORDINANCES FOR PUBLIC HEARING: (Second Reading):

Ordinance No. 3990: Request to amend Section 5.26, City of Bellevue Zoning Ordinance, regarding indoor and outdoor recreational facilities as a permitted use in the FX zoning district. Applicant: City of Bellevue (Planning Manager).

Ordinance No. 3990, an Ordinance to amend Section 5.26, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to indoor and outdoor recreational facilities as a permitted use in the FX Flex Space Zoning District; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for the second time and public hearing was held.

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

No one spoke in support of or in opposition to the proposed ordinance. Mayor Hike declared the public hearing closed.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on April 21st.

Ordinance No. 3991: Request to amend Sections 5.24 and 8.03, City of Bellevue Zoning Ordinance, to allow for the parking of semi-trailers, tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length, as a conditional use permit in the BGH Zoning District. Applicant: City of Bellevue (Planning Manager)

Ordinance No. 3991, an Ordinance to amend Sections 5.24 and 8.03, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to parking of oversized vehicles in the BGH Heavy General Business Zoning District as a conditional use, and Article 8 Supplemental Regulations, relating to parking of oversized vehicles; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for the second time and public hearing was held.

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

No one spoke in support of or in opposition to the proposed ordinance. Mayor Hike declared the public hearing closed.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on April 21st.

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 3993 (Annexation #1): Request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)

An Ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date was read by title only for the first time and scheduled for public hearing at the Council meeting on April 21st.

Ordinance No. 3994 (Annexation #2): Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)

An Ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on April 21st.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:
Public hearing on the Community Development Block Grant Substantial Amendment to the 2019 - 2020 Action Plan (CDBG Specialist / Finance Director)

Mayor Hike opened the meeting to the public to give opportunity for individuals to speak in favor of or in opposition to the Community Development Block Grant Substantial Amendment to the 2019-2020 Action Plan.

Mrs. Abby Highland, CDBG Specialist, was available on GoToMeeting to answer any questions.

No one else spoke in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

Resolution No. 2020-18: Adopting the Substantial Amendment to the 2019 - 2020 Annual Action Plan and authorizing the Mayor to submit the amendment to the U.S. Department Housing and Urban Development (CDBG Specialist / Finance Director)

Motion made by Preister, seconded by Welch, to approve Resolution No. 2020-18: Adopting the Substantial Amendment to the 2019 - 2020 Annual Action Plan and authorizing the Mayor to submit the amendment to the U.S. Department Housing and Urban Development.

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

RESOLUTIONS:

Resolution No. 2020-17: Awarding the Bellevue Major Street Resurfacing project identified as MAPA-5081(1) to Western Engineering Company, Inc. in the amount of $1,482,633.64 plus 10% contingency ($148,263.36) totaling $1,630,897 and authorize the Mayor to sign. (Public Works Director)

Motion made by Cook, seconded by Welch, to approve Resolution No. 2020-17: Awarding the Bellevue Major Street Resurfacing project identified as MAPA-5081(1) to Western Engineering Company, Inc. in the amount of $1,482,633.64 plus 10% contingency ($148,263.36) totaling $1,630,897.00 and authorize the Mayor to sign.

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

Resolution No. 2020-19: Approving a Sales Tax Revenue Sharing Program (Administration / Community Development Director)

Motion made by Preister, seconded by Burns, to approve and sign Resolution No. 2020-19: Approving a Sales Tax Revenue Sharing Program.

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

CURRENT BUSINESS: Approved under consent agenda

ADMINISTRATION REPORTS:
Currently the Administrative Report process is being revised.

CLOSED SESSION: None

ADJOURNMENT:
There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting adjourned at 6:27 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Shirley R. Harbin
Shirley Harbin, Deputy City Clerk

Rusty Hike, Mayor

I, the undersigned, Deputy 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 April 7, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least

MINUTE RECORD

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.

Shirley R. Harbin

Shirley Harbin, Deputy City Clerk

*5b3.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/21/2020		SUBMITTED BY: Ashley Decker		Human Resources Director	
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Approval and ratification of Memorandum of Understanding (MOU) between the City of Bellevue and the Bellevue Professional Management Association (BPMA) for a job classification restructure and removal from union

SYNPOSIS/BACKGROUND:

Due to the reorganization of the Parks and Recreation departments, a job classification (Recreation Superintendent) was updated to include job duties from a recently eliminated position (Parks Superintendent). These changes resulted in an upgrade for the Recreation Superintendent. As such, the former Recreation Superintendent will now be the Deputy Director of Parks and Recreation and will be removed from the BPMA collective bargaining agreement. This position will be considered an unclassified employee. The changes and reclassification have been agreed upon by the impacted employee, the City Administrator and the union President.

FISCAL IMPACT: N/A 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: BPMA Collective Bargaining Agreement

CONTRACT EFFECTIVE DATE: 10/01/2017 CONTRACT TERM: CONTRACT END DATE: 09/30/2021

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 ratify this MOU and authorize the Mayor to execute the same.

ATTACHMENTS:

1. MOU between BPMA and City 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska ("City") and the Bellevue Professional Management Association ("BPMA") are parties to a collective bargaining agreement effective October 1, 2017 to September 30, 2021 ("Agreement").

The City and the BPMA have identified for areas of the Agreement that are required to be revised to accurately reflect the job classifications listed in Appendix B of the Agreement due to the recent restructuring of the City. The parties agree that the current Agreement does not accurately reflect current job classifications listed in Appendix B of the Agreement and therefore, enter into the following Memorandum of Understanding ("MOU") to correct those inaccuracies.

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.

2. Article 1 (Union Recognition), Section 1 of the Agreement states: "The City recognizes the Union as the exclusive collective bargaining representative of those employees who occupy the job classifications listed in Appendix B of this Agreement."

3. Article 1 (Union Recognition), Section 2 of the Agreement states:

   "Excluded from the above referenced bargaining unit are any employees
   - who, in the normal performance of their duties, may obtain advance knowledge of the City's collective bargaining position; or
   - who assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations; or
   - who, although not assisting persons exercising managerial functions in the labor relations area, regularly have access to confidential information concerning anticipated changes which may result from collective bargaining."

4. Article 1 (Union Recognition), Section 3 of the Agreement states: "Placement in the bargaining unit shall occur immediately upon reinstatement of the position if the position was previously covered under the bargaining unit. Newly created positions may be considered for inclusion in the bargaining unit, but such inclusion will not constitute re-opening of this agreement."

5. As written, Appendix B, Job Classification and Grade Assignment of the Agreement, does not accurately reflect the job classifications of the employees due to the recent restructuring of the City.

6. The parties agree that Appendix B, Job Classification and Grade Assignment of the Agreement, shall omit the following job classifications:

APPENDIX B	
JOB CLASSIFICATION AND GRADE ASSIGNMENT	
GRADE	JOB CLASSIFICATION
14	Administrative Assistant/Secretary Civilian Community Policing Community Relations Coordinator
15	Deputy City Clerk
16	Records Unit Supervisor Assistant Planning Manager
17	Code Enforcement Supervisor Communications Systems Coordinator Fleet Maintenance Foreman Foreman II Building Maintenance Foreman II Parks Librarian II Purchasing Agent Traffic Sign Signal Supervisor
18	Community Relations Media Coordinator Fabrication Supervisor Foreman II Streets Business Manager Professional Standards Investigator
19	Assistant Library Director Public Works Engineer I ~~Recreation Superintendent~~ Wastewater Operations Manager
20	Fleet Maintenance Superintendent Streets Superintendent Park Superintendent Chief Building Official

7. The parties hereby agree the position of "Recreation Superintendent" shall be omitted in its entirety and that the upgraded position of "Deputy Director of Parks and Recreation" shall not be included in the bargaining unit.

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City of Bellevue, Nebraska

Bellevue Professional Management Association

By: _____
Mayor Rusty Hike

By: _____
Roger Cox, President

Approved by the Bellevue City Council on this ____ day of _____, 2020.

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MINUTE RECORD

*6.
4/21/2020

CLAIMS FOR APRIL 21, 2020 AMENDED *

MAYOR

CENTURY LINK	MONTHLY SERVICE-2020-3-22		14.19
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		52.19
		$	**66.38**

CITY ADMINISTRATOR *

AMERICAN PLANNING ASSOCIATION	CPS-RENEW MEMBERSHIP-ELBERT		119.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1		79.46
CENTURY LINK	MONTHLY SERVICE-2020-3-22		27.45
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		4,641.90
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		98.07
SPARTAN NASH STORES, LLC	WATER FOR OFFICE		34.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		113.29
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		99.30
YOURMEMBERSHIP-CAREERS	CPS-CREDIT FOR DOUBLE PAYMENT FOR AD		(200.00)
		$	**5,094.39**

CITY COUNCIL *

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		814.39
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		120.27
		$	**11,042.44**

LEGAL SERVICES

AMAZON.COM, LLC	OFFICE SUPPLIES		179.93
CENTURY LINK	MONTHLY SERVICE-2020-3-22		27.91
DROP BOX	CPS-SUBSCRIPTION		19.99
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		3,109.92
ERICKSON & SEDESTROM, PC	LEGAL FEES		22,739.90
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		65.38
NEBRASKA.GOV	CPS-SUBSCRIPTION		183.00
QUINN'S QUALITY REPORTING, LTD	COURT REPORTING DEPOSITION		1,433.70
THOMAS & THOMAS COURT REPORTER	VIDEO AND TRANSCRIPT SERVICES		3,605.48
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		89.39
		$	**31,454.60**

CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1		67.54
CENTURY LINK	MONTHLY SERVICE-2020-3-22		9.46
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		3,857.20
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		65.38
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		49.19
		$	**4,048.77**

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1		59.60
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		63.98
CENTURY LINK	MONTHLY SERVICE-2020-3-22		14.19
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		3,177.03
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		65.38
		$	**3,380.18**

CPS-Payment made with City credit card

MINUTE RECORD

CLAIMS FOR APRIL 21, 2020

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES		208.03
BELLEVUE OPTICAL	SAFETY GLASSES		125.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1		103.30
CENTURY LINK	MONTHLY SERVICE-2020-3-22		68.74
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		6,576.53
INFOSAFE SHREDDING	SHREDDING SERVICE		30.00
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		196.14
QUADIENT FINANCE USA	POSTAGE REFILL		1,000.00
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		54.23
		$	**8,361.97**

LIBRARY

AMAZON.COM, LLC	BARCODE READER, BOOKS, VIDEOS, PROGRAM SUPPLIES		1,356.33
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1		247.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		94.96
CENGAGE LEARNING, INC	BOOKS		614.27
CENTURY LINK	MONTHLY SERVICE-2020-3-22		47.29
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24		107.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		7,623.75
INDOFF	OFFICE SUPPLIES		581.42
INGRAM LIBRARY SERVICES	BOOKS		1,509.33
KAPCO	OFFICE SUPPLIES		168.33
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE		17.34
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		261.52
OCLC INC	ONLINE CATALOGING TO 4/30/2020		1,357.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-26		1,562.34
OVERDRIVE, INC	PURCHASE OF DIGITAL CONTENT		1,800.00
QUADIENT FINANCE USA	POSTAGE REFILL		650.00
RUFF WATERS	AQUARIUM MAINTENANCE		89.00
SIRSI DYNIX	ANNUAL SOFTWARE RENEWAL		19,788.95
STAPLES ADVANTAGE	OFFICE SUPPLIES		457.66
		$	**38,334.40**

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	OFFICE SUPPLIES		18.34
ASHLEY DECKER	REIMB MILEAGE FOR TRAINING		301.43
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1		87.41
CENTURY LINK	MONTHLY SERVICE-2020-3-22		66.08
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		12,151.40
IDEAL PURE WATER COMPANY	BOTTLED WATER		47.25
INFOSAFE SHREDDING	SHREDDING SERVICE		30.00
INTEGRATED REHAB	RANDOM DRUG SCREENS		885.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE		140.26
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		294.21
MORROW AND ASSOCIATES	BPD EXAM PROGRAM 2019		5,500.00
ONE SOURCE	BACKGROUND CHECKS		104.30
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		80.80
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		2,038.51
YOURMEMBERSHIP-CAREERS	CPS-AD FOR JOBS		300.00
		$	**22,044.99**

CPS-Payment made with City credit card

MINUTE RECORD

CLAIMS FOR APRIL 21, 2020

PUBLIC WORKS

AMAZON.COM, LLC	OFFICE SUPPLIES		296.74
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1		80.15
CENTURY LINK	MONTHLY SERVICE-2020-3-22		56.74
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		5,395.21
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE		191.25
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		163.45
NEBRASKA IOWA SUPPLY CO	FUEL		20,666.29
SAM'S CLUB DIRECT	CPS-SUPPLIES		70.87
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		281.51
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		150.11
WALGREENS	CPS-SUPPLIES		47.06
		$	**27,399.38**

PARKS

AMAZON.COM, LLC	FLAG POLE RETAINER		98.94
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1		20.73
CENTURY LINK	MONTHLY SERVICE-2020-3-22		42.56
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24		363.42
DON PREISTER	REIMB FOR TREE TOOLS		548.43
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		8,089.18
MENARDS	LUMBER		59.22
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		294.21
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-26		2,852.87
PRECISE MRM LLC	POOLED DATA		225.00
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		240.23
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		1,465.35
WALKERS UNIFORM RENTAL	UNIFORM SERVICE		13.42
		$	**14,313.56**

RECREATION

CENTURY LINK	MONTHLY SERVICE-2020-3-22		59.74
CORPORATE PAYMENT SYSTEMS	CPS-OVERNIGHT CARD DELIVERY		20.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24		88.39
DILLONS CUSTOMER CHARGES	CPS-SUPPLIES FOR CONCESSIONS		2.50
DILLONS CUSTOMER CHARGES	SUPPLIES		20.43
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		2,109.96
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		65.38
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		64.30
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		87.26
WALMART COMMUNITY	CPS-OFFICE SUPPLIES		20.46
		$	**2,538.42**

BUILDING MAINTENANCE

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1		1,113.85
CENTURY LINK	MONTHLY SERVICE-2020-3-22		4.73
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		6,901.83
KB BUILDING SERVICES	JANITORIAL SERVICES-APR 2020		10,708.50
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		196.14
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6		201.86
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-26		1,561.53
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		25.27
		$	**20,713.71**

CPS-Payment made with City credit card

MINUTE RECORD

CLAIMS FOR APRIL 21, 2020

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1	20.73
CENTURY LINK	MONTHLY SERVICE-2020-3-22	4.73
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24	83.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020	1,506.62
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020	65.38
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6	89.80
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-26	589.19
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020	49.19
	$	**2,409.03**

STREETS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1	682.01
CENTURY LINK	MONTHLY SERVICE-2020-3-22	42.56
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24	274.17
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020	38,453.48
FLATBED EXPRESS, INC	WEIGH TRUCKS FOR CALIBRATION	90.00
INDEPENDENT SALT CO	ICE CONTROL SALT	7,861.38
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	1,359.97
MARTIN PRODUCTS SALES, LLC	OIL	418.10
MENARDS	MAILBOX POST KIT, TOOLS, LUMBER, SUPPLIES	294.27
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020	1,001.85
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6	373.82
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-26	13,454.90
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2020-3-30	75,736.60
PRECISE MRM LLC	POOLED DATA PLAN	645.00
READY MIXED CONCRETE COMPANY	CONCRETE	9,598.60
STEVE CORBIN	REIMB FOR CDL LICENSE	63.50
TRAVELERS	AUTO LIABILITY CLAIMS	3,516.59
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020	242.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,999.64
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
	$	**158,121.86**

FLEET MAINTENANCE

911 CUSTOM, LLC	MONITOR MOUNT ASSEMBLY PARTS	464.73
AIR CLEANING TECHNOLOGIES, INC	HOSE AND GRABBER NOZZLE	1,227.00
ALLIED OIL & TIRE COMPANY	OIL	2,326.13
AMAZON.COM, LLC	GLOVES	213.21
AUTO VALUE PARTS - SOUTH OMAHA	SMART SENSORS	191.75
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, SPRAY APPLICATOR, ADHESIVE	788.79
AVERY RENTS	PROPANE	41.88
BAXTER CHRYSLER DODGE JEEP	ENGINE WIRING, SHOCKS, PLUGS, SENSORS, PARTS	2,362.61
BAXTER FORD	GASETS, BELTS, TENSIONER	338.18
BEARDMORE CHEVROLET	TUBE, PIPE, HOSE	187.40
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1	383.84
BOBCAT OF OMAHA	CABLE LIFT CYLINDERS, TIRES, BRAKE PARTS	1,921.83
CENTURY LINK	MONTHLY SERVICE-2020-3-22	33.10
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24	107.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020	19,510.81
FACTORY MOTOR PARTS CO	FILTERS, OIL, MANIFOLD, FUEL PUMP, LED LIGHTS, ALTERNATOR, SEALS	1,045.23

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MINUTE RECORD

CLAIMS FOR APRIL 21, 2020

FLEET MAINTENANCE (cont'd)

FARM PLAN	CARBURATOR, BAR OIL	99.91
GRAINGER	COMBINATION SQUARE SET	285.27
INDOFF	OFFICE SUPPLIES	182.76
INTERSTATE BATTERIES	BATTERIES	604.21
J & J SMALL ENGINE SERVICE	GASKETS, PISTON RINGS, BEARING CAGE, FILTERS, OIL	393.95
JIM HAWK TRUCK TRAILERS	DRYER CARTRIDGE, PURGE VALVE, CHAIN, LIGHT	478.52
JONES AUTOMOTIVE	DOME LIGHT	360.00
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	186.78
KRIHA FLUID POWER CO	FITTINGS	651.46
LAURSEN ASPHALT REPAIR EQUIPMENT SALES LLC	DIGITAL CONTROLLER	546.88
MACQUEEN EQUIPMENT, LLC	HYD FILTERS	299.58
MATHESON TRI-GAS INC	WELDING SUPPLIES	179.05
MENARDS	VACUUM FILTERS, SEATCOVER, CABLE	134.84
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020	490.35
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6	118.92
MICHAEL TODD & COMPANY	SNOW PLOW BLADE	177.80
NAPA AUTO PARTS	SPRAYER, FILTERS, SOLENOID, HUB, U-JOINTS, PARTS	1,194.87
NEBRASKA IOWA INDUSTRIAL FASTENERS	FENDER WASHERS, NUTS, HEAD SOCKETS	132.85
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-26	1,245.93
OMAHA WINDUSTRIAL	PIPE	17.82
O'REILLY AUTOMOTIVE PARTS	OIL, CLAMPS, TIMING TOOL, OIL PADS, FILTERS	304.88
P&M HARDWARE	STEEL CABLE, CLAMPS	120.36
P&M HARDWARE	FILTER, SEALS	76.68
PFD ELECTRIC	CPS-PARTS-WILL CREDIT	491.38
QUALITY TIRES, INC	MOWER TIRES	284.00
STATE STEEL	HOT ROLLED STEEL	2,131.52
TARPSNOW.COM	CPS-PARTS	641.29
TOOL SHED	CUTOFF WHEELS	159.50
TRUCK CENTER COMPANIES	FUEL ELEMENT, FILTER	75.47
TURFWERKS	CPS-PARTS	161.93
TURFWERKS	FILTERS, COVER LATCH, DECK WHEEL, LATCH	596.11
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020	70.51
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	531.98
VANNER, INC	REBUILD ON-BOARD CHARGER	445.47
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	81.40
WAYTEK, INC	CHARGING RELAYS	298.87
WOODHOUSE FORD SOUTH	ENGINE BRACKET	81.05
	$	**45,478.03**

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES & ANNEXATION HAULING FEES	338,478.62
	$	**338,478.62**

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1	72.14
CENTURY LINK	MONTHLY SERVICE-2020-3-22	14.19
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020	4,286.59
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	119.77
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020	98.07
SUBURBAN NEWS ADV	LEGAL ADS	55.61
	$	**4,646.37**

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MINUTE RECORD

CLAIMS FOR APRIL 21, 2020

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1	96.18
CENTURY LINK	MONTHLY SERVICE-2020-3-22	23.64
EMBASSY SUITES - CO	CPS-LODGING FOR TRAINING	1,590.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020	11,758.99
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	279.05
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020	261.52
SHELL SUPER STORE	CAR WASH	11.25
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020	271.51
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	535.34
		$ 14,827.48

POLICE/CODE ENFORCEMENT

88 TACTICAL GROUP INC	CPS-TRAINING	675.00
AaLL ABOUT TREES	REMOVE MAPLE TREE	375.00
ACTION SIGNS	INSTALL GRAPHIC ON CRUISER	300.00
AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES, SHADOW BOX	589.21
AXON ENTERPRISE, INC	TASER CERTIFICATIONS (4)	1,980.00
BELLEVUE FORT CROOK, LLC	K9 BUILDING RENT-MAY 2020	1,200.00
BELLEVUE PRINTING COMPANY	TOW NOTICES	414.23
BENEFIT PLANS	POLICE PENSION DISABILITY	8,817.56
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1	1,755.32
CENTURY LINK	MONTHLY SERVICE-2020-3-22	432.93
CITY OF LAVISTA	MANUALS	588.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUIT	44.35
COMPLETE COMFORT HEATING & COOLING	PORTABLE AIR SCRUBBER	850.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVALUATION	365.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	667.37
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24	83.39
CULLIGAN OF OMAHA	BOTTLED WATER	351.25
DOLAN CONSULTING GROUP	CPS-TRAINING	195.00
DON'S PIONEER UNIFORMS	UNIFORMS	1,859.91
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020	130,251.08
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-APR 2020	521.58
GOVDIRECT, INC	KEYBOARDS FOR CRUISERS	1,082.68
GRAPHIC DESIGNS INTERNATIONAL, LLC	REPAIR GRAPHIC DESIGNS	375.03
INFOSAFE SHREDDING	SHREDDING SERVICE	210.00
KAREN EIDENMILLER	REIMB FOR HAND SANITIZER	59.48
LAW ENFORCEMENT SEMINARS	CPS-TRAINING	350.00
LEXICON TECHNOLOGIES	CPS-SUPPLIES	354.00
LITTLE SARPY, LLC	GUN RANGE LEASE-2019	2,500.00
LITTLE SARPY, LLC	GUN RANGE LEASE-2020	2,500.00
LP POLICE	LOCATE POLICE PLAN-MAR 2020	129.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	460.44
MENARDS	LUMBER, LATTICE PANELS	227.61
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020	3,845.83
NATIONAL ASSOCIATION OF FIELD TRAINING OFFICERS	CPS-TRAINING	250.00
NATIONAL PUBLIC SAFETY INFORMATION BUREAU	2020 NATL DIRECTORY OF LAW ENFORCEMENT ADMINISTRATORS	149.00
NEBRASKA DIVISION IAI	CPS-TRAINING	50.00
NEBRASKA STATE PATROL	NON-NSP LEO CONTRACTORS	90.50
NEWMAN SIGNS	OFFICE OF THE YEAR SIGN	22.77
NOVOTNY'S HAULING	REMOVE 2 TREES	900.00
ONE BEAT CPR LEARNING CENTER, LLC	DEFIBRILLATORS	2,738.00
PAUL DAVIS SYSTEMS OF OMAHA, INC	COVID-19 BUILDING CLEANING	7,175.00
POWER LINE PACKAGING	HAND SANITIZER	1,314.41

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MINUTE RECORD

CLAIMS FOR APRIL 21, 2020

POLICE/CODE ENFORCEMENT (cont'd)

PRIME COMMUNICATIONS, INC	CLEAN CAMERA LENS	365.00
SATO AMERICA, LLC	CPS-SUPPLIES	145.36
SECRETARY OF STATE	RENEW NOTARY FEE	60.00
SHELL SUPER STORE	CRUISER WASH	11.25
SMITH DAVIS INSURANCE INC	RENEW NOTARY BOND	40.00
STICKY LIFE	CPS-MAGNETS	348.99
SUNSET LAW ENFORCEMENT, LTD	AMMO	17,039.77
THOMAS & MEANS	CPS-TRAINING	555.00
TRAVELOCITY	CPS-LODGING	223.75
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	665.22
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020	3,994.23
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	9,382.03
VERIZON WIRELESS	MONTHLY SERVICE-2020-3-23	547.86
WALLEY BARNETT CISM FOUNDATION	CPS-TRAINING	75.00
WATCHGUARD VIDEO	MICROPHONE BATTERIES	90.50
WESTLAKE ACE HARDWARE	PADLOCK, EXTENSION CORD	37.97
		$ 210,682.81

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	6,819.36
AMAZON.COM, LLC	MEDICAL SUPPLIES	11,543.36
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-4-1	554.36
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,899.21
CENTURY LINK	MONTHLY SERVICE-2020-3-22	120.52
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24	576.95
EC DATA SYSTEMS, INC	CPS-FAXAGE	7.95
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020	71,487.98
FIRST WIRELESS, INC	COMMUNICATION PARTS	707.76
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	292.00
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	MEDICAL SUPPLIES	3,647.18
MENARDS	PIPES, CLEANING SUPPLIES	125.00
MENARDS- COUNCIL BLUFFS	USB ADAPTER	79.98
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020	2,288.30
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6	95.29
NATIONAL FIRE PROTECTION ASSOCIATION	CPS-RECERTIFICATION	150.00
OFFUTT COLLISION REPAIR CENTER	REPAIR TO VEHICLE HIT BY DEER	4,646.03
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-26	5,557.26
PK SAFETY SUPPLY	CPS-MASKS FOR COVID19	228.50
PWW MEDIA, INC	CPS-BOOKS FOR BILLING	120.00
SHARI LENTSCH	REIMB FOR MEDICAL SUPPLIES-COVID19	481.09
TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	3,325.00
TOOLUP.COM	CPS-FILTERS FOR MASKS FOR COVID	530.50
U.S. CELLULAR	MONTHLY SERVICE-2020-3-10	1,357.81
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	7,276.57
ZIRMED, INC	BILLING CLAIMS	229.20
ZOLL MEDICAL CORPORATION	QUARTERLY BILLING-HOSTED BILLING	492.80
		$ 127,639.96

NON-DEPARTMENTAL/CONTRACTS

AATRIX EFILE CENTER	1099 PROCESSING	53.04
CARHARTT, INC	UNIFORMS	480.19
CENTURY LINK	MONTHLY SERVICE-2020-3-19	1,193.67
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24	430.81

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MINUTE RECORD

CLAIMS FOR APRIL 21, 2020

NON-DEPARTMENTAL/CONTRACTS (cont'd)

LOCKTON COMPANIES, LLC	INSURANCE PREMIUM		90,228.00
NE-DEPARTMENT OF REVENUE	APRIL 2020 SALES TAX RETURN		61.42
QUADIENT, INC	POSTAGE METERS RENTAL-MAY TO AUG 2020		796.26
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-MAY 2020		13,406.75
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE		125.00
		$	**106,775.14**

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-WALL CHARGER, USB CABLES		157.95
GRAYBAR ELECTRIC	COMMUNICATION PARTS		381.82
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE		59.95
MICROSOFT STORE	CPS-HELP DESK MICROSOFT		499.00
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE		947.76
TJ CABLE	LOCATES		300.00
U.S. CELLULAR	MONTHLY SERVICE-MAR 2020		40.29
		$	**2,386.77**

WASTEWATER

US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		1,134.45
AMAZON.COM, LLC	OFFICE SUPPLIES		193.59
CENTURY LINK	MONTHLY SERVICE-2020-3-22		58.86
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-3-24		83.39
ELLIOTT EQUIPMENT CO	LEADER HOSE		300.46
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2020		9,345.31
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE		63.07
MENARDS	GLOVES, PLUGS, WIRE, MEET SUPPLIES, TANK SPRAYER		128.77
METLIFE GROUP DIVISION	DENTAL INSURANCE-APR 2020		392.28
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6		447.15
NAPA AUTO PARTS	POWER LUBE GUN		285.00
NEBRASKA FURNITURE MART	TV CABLE, SCREEN CLEANER		312.94
OMAHA ELECTRIC SERVICE, INC	EMERGENCY ELECTRICAL REPAIR		7,588.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-26		2,633.50
SARPY ENVIRONMENTAL SERVICES	MONTHLY FEE		5.00
U.S. CELLULAR	MONTHLY SERVICE-2020-3-10		716.56
UTILITY TRENCHING	INSTALL HOLDING TANK		16,460.00
		$	**40,148.33**

COMMUNITY BETTERMENT

GREEN LIFE GARDENS	CEMETERY MONUMENT PROJECT		8,830.00
NEBRASKA DEPARTMENT OF REVENUE	CITY LOTTERY LICENSE RENEWAL TO 2022		100.00
NEBRASKA DEPARTMENT OF REVENUE	LOTTERY TAXES-JAN-MAR 2020		49,087.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-26		100.16
		$	**58,117.16**

COMMUNITY DEVELOPMENT

LIED ACTIVITY CENTER	MEMBERSHIPS		1,660.00
SUBURBAN NEWS ADV	LEGAL AD		93.76
		$	**1,753.76**

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE-2020-3-21		676.36
		$	**676.36**

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MINUTE RECORD

CLAIMS FOR APRIL 21, 2020

G.O. BONDS

AMERICAN NATIONAL BANK	BCMBC DTD 2020-03-31 WIRE FEES	45.00
BERENS-TATE CONSULTING GROUP, INC	ESCROW VERIFICATION BCMBC BOND	500.00
BERENS-TATE CONSULTING GROUP, INC	BCMBC DTD 2020-3-31 ESCROW VERIFICATION	2,000.00
D.A. DAVIDSON & CO	BCMBC DTD 2020-3-31 ISSUANCE COST-UNDERWRITER	85,927.50
FIRST NATIONAL BANK OF OMAHA - WEALTH MANAGEMENT	GOBOND2017 SID 280-FNBOWM	14,523.75
FIRST NATIONAL BANK OF OMAHA - WEALTH MANAGEMENT	GORB2015 SID 280-FNBOWM	9,812.50
FIRST NATIONAL BANK OF OMAHA - WEALTH MANAGEMENT	GORB2018-SID 289-FNBOWM	13,496.25
GILMORE & BELL PC	BCMBC DTD 2020-3-31 ISSUANCE COST-COUNSEL	25,000.00
UMB BANK - TRUST OPERATIONS	SID 180 Series 2017-GORB BOND INTEREST	38,887.50
UMB BANK - TRUST OPERATIONS	SID 197 Series 2014-GORD BOND INTEREST	18,686.25
UMB BANK - TRUST OPERATIONS	SID 215 Series 2015-GORB BOND INTEREST	54,758.75
UMB BANK - TRUST OPERATIONS	BCMBC DTD 2020-3-31 ESCROW INTEREST & DEFEASANCE	1,300.00
UMB BANK - TRUST OPERATIONS	BCMBC DTD 2020-3-31 DEFEASANCE INTEREST	32,358.92
UMB BANK - TRUST OPERATIONS	BCMBC DTD 2020-3-31 DEFEASANCE PRINCIPAL	560,000.00
UMB BANK - TRUST OPERATIONS	BCMBC DTD 2020-3-31 ESCROW FOR INTEREST	383,228.68
UMB BANK - TRUST OPERATIONS	BCMBC DTD 2020-3-31 ESCROW INITIAL CASH DEPOSIT FOR INTEREST	844.21
		$ 1,241,324.31

TOTAL CLAIMS FOR APRIL 21, 2020 $ 2,532,092.90

TOTAL PAYROLL FOR APR3, 2020 $ 961,868.55

CPS-Payment made with City credit card

7a.
4/21/2020

City of Bellevue
Nebraska

Office of the Mayor

Earth Day Proclamation 2020

WHEREAS: April 22, 2020 is the 50th anniversary of Earth Day. The first event was marked by massive coast-to-coast rallies and an estimated 22 million Americans took to the streets, parks, and auditoriums to urge America to come together and clean up its air and water systems. The event inspired a world-wide response and call to action that resulted in the passage of landmark environmental laws around the globe, and

WHEREAS: Despite the event's amazing success and resulting decades of environmental progress, momentous challenges remain, including significant loss of biodiversity, climate change, and plastic pollution. Climate action is needed now more than ever to ensure a clean future for generations to come, and

WHEREAS: We know if we choose to make the transitions needed to "bend the curve" of climate change, we can ensure a cleaner future for our children. Environmental education and action at all levels is key. Let us recognize the role that each of us can play to increase climate literacy and collectively act to conserve, protect and appreciate our natural resources, and

WHEREAS: On this observance of Earth Day, as your Mayor I ask that you join me in the pledge to Take Steps to a Cleaner Future by making a commitment to educating ourselves and others on pressing environmental issues and working as a community towards a sustainable future.

Now Therefore, I Mayor Rusty Hike have the distinct honor of
Proclaiming April 22, 2020
Earth Day in Bellevue, NE.

Rusty Hike, Mayor

11a.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/17/20	SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☑	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to amend Section 5.26, City of Bellevue Zoning Ordinance, regarding indoor and outdoor recreational facilities as a permitted use in the FX zoning district. Applicant: City of Bellevue.

SYNPOSIS/BACKGROUND:

Staff is recommending Section 5.26, FX zoning district, be amended to allow for indoor and outdoor recreational facilities as a permitted use. Indoor and outdoor recreational facilities are currently permitted uses in the BG, BGH, and ML zoning districts. This amendment would provide for consistency in the zoning ordinance.

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff and the Planning Commission are recommending approval of this text amendment as presented.

ATTACHMENTS:

1. PC Recommendation sheet
2. Staff Memo
3. Ordinance
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 7, 2020

REQUEST: to amend Section 5.26, City of Bellevue Zoning Ordinance, regarding indoor and outdoor recreational facilities as a permitted use in the FX Zoning District.

APPROVAL of the text amendment as presented.

VOTE:

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

Planning Commission Hearing (s) was held on: February 27, 2020

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

MEMORANDUM

TO: City Council
Mayor Hike
City Administrator Jim Ristow
FROM: Angela Curry, Assistant Planning Manager
DATE: February 28, 2020
RE: Amendment to Section 5.26 regarding permitted uses

The City of Bellevue is proposing an amendment to the Zoning Ordinance to add Indoor and Outdoor Recreational Facilities as a permitted use in the FX (Flex Space) Zoning District. The BG (General Business), BGH (Heavy General Business), BGM (Metropolitan General Business) and ML (Light Manufacturing) Zoning Districts have language which allows for indoor and outdoor recreational facilities as a permitted use.

As such, staff is recommending the following amendment to Section 5.26:

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
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. Second hand 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. All fencing shall be located on the interior side of the required bufferyards.
    H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
    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.
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.
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
1. 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.
2. 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.
3. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
4. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the proposed amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the proposed amendment as presented

ORDINANCE NO. 3990

AN ORDINANCE TO AMEND SECTION 5.26, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO INDOOR AND OUTDOOR RECREATIONAL FACILITIES AS A PERMITTED USE IN THE FX FLEX SPACE ZONING DISTRICT; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 5.26 of Ordinance No. 3619 is hereby amended to read as follows:

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.
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. Second hand 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. 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.
    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.
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.
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
1. 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.

2. 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.
3. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
4. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 2. That Section 5.26 of Ordinance No. 3619, the Bellevue Zoning Ordinance, as heretofore existing is hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

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

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: 03/17/2020
Second Reading: 04/07/2020
Third Reading:_____

12b.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/21/2020	SUBMITTED BY: Tammi Palm	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☑	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNPOSIS/BACKGROUND:

The City is proposing to annex several unincorporated lots adjacent or close to the existing city limits. The annexation package consist of two areas, labeled as Areas 1 and 2. This ordinance pertains to annexation area #2.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION:			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):		
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:		

RECOMMENDATION:

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

ATTACHMENTS:

1. PC recommendation	2. Planning Department Staff memo	3. Proposed Ordinance and Map
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 21, 2020

REQUEST: Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way.

On March 26, 2020 the City of Bellevue Planning Commission voted nine yes, zero no and zero abstained:

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

VOTE:

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

Planning Commission Hearing (s) was held on: March 26, 2020

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

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: March 27, 2020
Subject: City of Bellevue annexation proposal

The City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. We are proposing the annexation of several unincorporated lots adjacent or close to the existing city limits. The overall annexation package consists of two different areas which have been labeled as Areas 1 and 2.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2021. The current assessed value of the properties in this annexation proposal is $6,712,266. Based upon the City's current levy, the increase in property tax receipts for the City would be approximately $41,000; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate. In addition to property tax revenue, the City will receive an additional $8,070.00 in State Highway Allocation funding, plus other revenue including such things as sales taxes on items delivered to these areas. Estimates of these amounts are not available.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; annexation will also result in the elimination of the levy assessed by the Good Luck Rural Fire Department. Based upon current property tax levies, the net effect of the change in levy will be a levy increase of 0.46736 beginning with taxes payable in 2021. This levy increase will result in a property tax increase of $701.04 on a property assessed at $150,000.

Upon the effective date of the annexation residents will begin receiving City services. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits. This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. Most departments indicated the ability to serve these areas with existing resources, however, the Street Department indicated a need for an additional maintenance budget of approximately $60,000; to be disbursed in increments of $15,000 over the course of four years.

The City recognizes the need for infrastructure improvements in some of these areas.

The City recognizes the need for infrastructure improvements in some of these areas. Discussions with the City Administrator and Public Works Director indicate that after final action by the Council on the annexation proposals, the City will undertake a comprehensive review of infrastructure needs and develop a long-term plan to address these needs.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

City of Bellevue
Street Department
206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Tammi Palm Planning Manager
From: Bobby Riggs Street Superintendent

Subject: March 2020 Annexation Package Review; 03/26/2020 Planning Commission Meeting

Date: March 18, 2020

I. MANPOWER NEEDS

Minimal, no impact to operations.

II. EQUIPMENT NEEDS

Minimal, no impact to operations.

III. DEPARTMENT OPERATIONAL BUDGET

Due to the existing conditions of the roadway along s 42nd St, the department will need to prioritize asphalt patching or sectional roadway replacement over the next 3-4 fiscal years. While patching will not greatly impact year 1 needs, moving forward, maintenance funds would need to increase in years 2 through 5 by $15,000 per year, over and above current funding level needs, to perform full-depth roadway replacement on 42nd St to the new corporate limits.

IV. HIGHWAY ALLOCATION

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation.
Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate. Fiscal 2019-20 budget – $5,373,380 for 2019 lane mile levels. This budget forecast factors to $8,070 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Annexation package – 0.26 lane miles, S 42nd St. (Area 1)

12-month anticipated increase to Highway Allocation revenue levels - $2,098.20.

ORDINANCE NO. 3994

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Lots 1 through 6, Block 3, Fort Crook City

Lots 20 through 26, Block 3, Fort Crook City

Lot 27, Block 3, Fort Crook City

Lots 4 through 10, Block 1, Zurcher's Subdivision

Lots 1 through 11, Block 1, Fort Crook City

Lots 1 through 12, Block 4, Fort Crook City

Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City

Lots 4 through 15, Block 2, Zurcher's Subdivision

Lots 6 through 10, Block 3, Zurcher's Subdivision

Tax Lot 5B, Tax Lots 13 and 14; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.;

Tax Lot A; located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M

Tax Lot C; located in the Southwest ¼ of Section 02, T13N, R13E of the 6th P.M.

and all abutting county road rights-of-way.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law May 26, 2020.

ADOPTED by the Mayor and City Council this _____ day of _____, 2010.

APPROVED AS TO FORM:

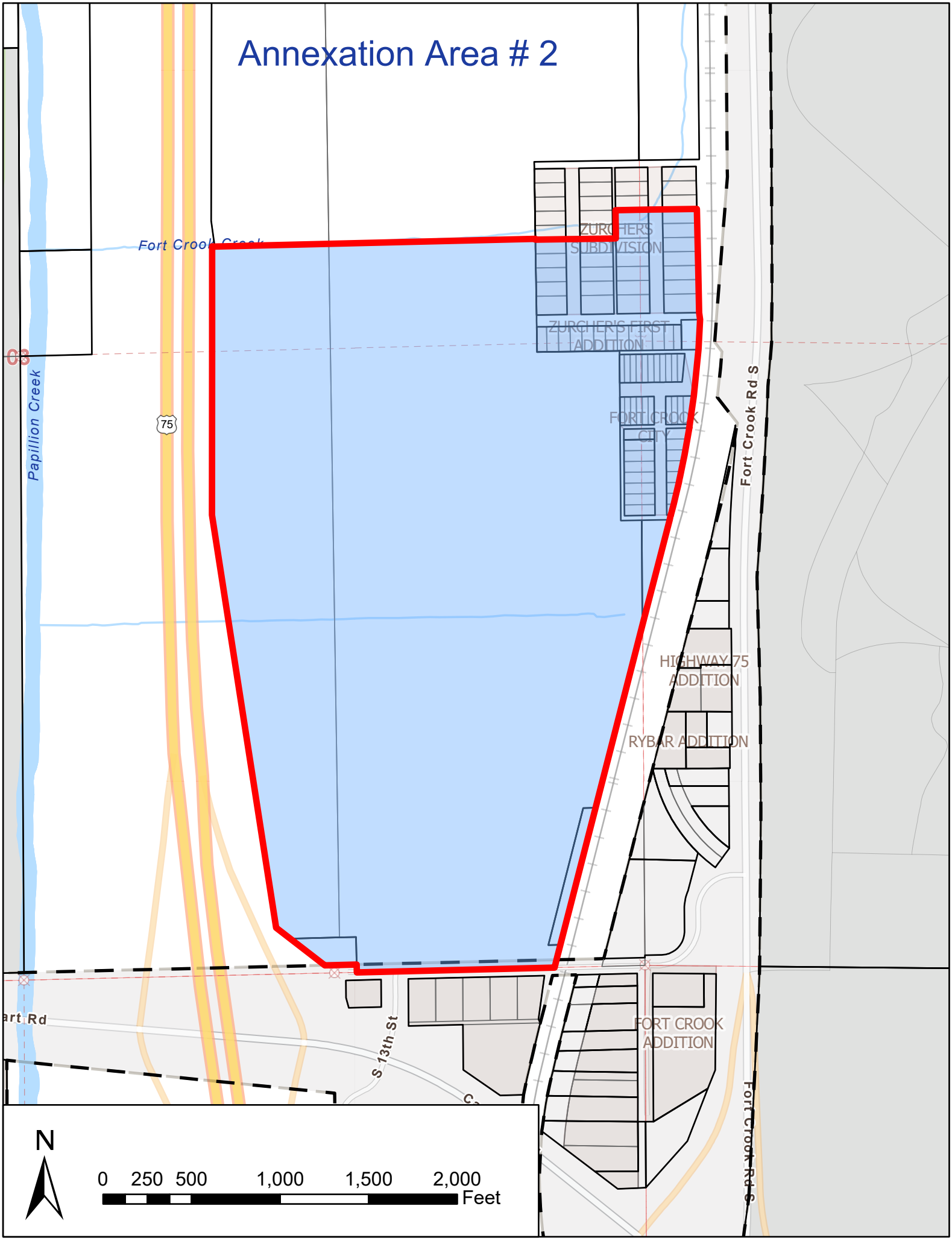
_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: _04/07/2020_____
Second Reading: _____
Third Reading: _____

Annexation Area # 2



12a.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/21/2020	SUBMITTED BY: Tammi Palm	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☑	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNPOSIS/BACKGROUND:

The City is proposing to annex several unincorporated lots adjacent or close to the existing city limits. The annexation package consist of two areas, labeled as Areas 1 and 2. This ordinance pertains to annexation area #1.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION:			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):		
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:		

RECOMMENDATION:

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

ATTACHMENTS:

1. PC recommendation	2. Planning Department Staff memo	3. Proposed Ordinance and Map
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 3993

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Lots 1 through 3, Ramsey's Addition;

Lots 1 and 2, Sedlak Addition;

Lots 1 and 2, Sparling Gardens;

Lots 1 through 4, Thomsen's Subdivision;

Lots 1 and 2, Thomsen's Subdivision II;

Tax Lots 3A1A, 13A3, 14A, and 14B, Tax Lot 4B3, Tax Lot 13A1A, Tax Lots 13A1B and 4B2, Tax Lot 13A2, the North 82 feet of Tax Lot 13A4, the South 116 feet of Tax Lot 13A4, Tax Lots 13B, 25, 26B and the East 15 Feet of Tax Lot 26A2, Tax Lot 26A1 Except the East 25 feet; and the East 25 Feet of Tax Lot 26A1 and Tax Lot 26A2 Except The 15 Feet, all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.;

Tax Lot 11A, Tax Lot 12A, Tax Lots 12B1 and 5B2, Tax Lot 12B2B, Tax Lot 12B2C, Tax Lot 18A, Tax Lot 18B, Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M.;

and all abutting county road rights-of-way.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law on May 26, 2020.

ADOPTED by the Mayor and City Council this _____ day of _____, 2010.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: _04/07/2020_____
Second Reading: _____
Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 21, 2020

REQUEST: Request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way.

On March 26, 2020 the City of Bellevue Planning Commission voted nine yes, zero no and zero abstained:

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

VOTE:

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

Planning Commission Hearing (s) was held on: March 26, 2020

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

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: March 27, 2020
Subject: City of Bellevue annexation proposal

The City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. We are proposing the annexation of several unincorporated lots adjacent or close to the existing city limits. The overall annexation package consists of two different areas which have been labeled as Areas 1 and 2.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2021. The current assessed value of the properties in this annexation proposal is $6,712,266. Based upon the City's current levy, the increase in property tax receipts for the City would be approximately $41,000; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate. In addition to property tax revenue, the City will receive an additional $8,070.00 in State Highway Allocation funding, plus other revenue including such things as sales taxes on items delivered to these areas. Estimates of these amounts are not available.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; annexation will also result in the elimination of the levy assessed by the Good Luck Rural Fire Department. Based upon current property tax levies, the net effect of the change in levy will be a levy increase of 0.46736 beginning with taxes payable in 2021. This levy increase will result in a property tax increase of $701.04 on a property assessed at $150,000.

Upon the effective date of the annexation residents will begin receiving City services. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits. This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. Most departments indicated the ability to serve these areas with existing resources, however, the Street Department indicated a need for an additional maintenance budget of approximately $60,000; to be disbursed in increments of $15,000 over the course of four years.

The City recognizes the need for infrastructure improvements in some of these areas.

The City recognizes the need for infrastructure improvements in some of these areas. Discussions with the City Administrator and Public Works Director indicate that after final action by the Council on the annexation proposals, the City will undertake a comprehensive review of infrastructure needs and develop a long-term plan to address these needs.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

City of Bellevue
Street Department
206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Tammi Palm Planning Manager
From: Bobby Riggs Street Superintendent

Subject: March 2020 Annexation Package Review; 03/26/2020 Planning Commission Meeting

Date: March 18, 2020

I. MANPOWER NEEDS

Minimal, no impact to operations.

II. EQUIPMENT NEEDS

Minimal, no impact to operations.

III. DEPARTMENT OPERATIONAL BUDGET

Due to the existing conditions of the roadway along s 42nd St, the department will need to prioritize asphalt patching or sectional roadway replacement over the next 3-4 fiscal years. While patching will not greatly impact year 1 needs, moving forward, maintenance funds would need to increase in years 2 through 5 by $15,000 per year, over and above current funding level needs, to perform full-depth roadway replacement on 42nd St to the new corporate limits.

IV. HIGHWAY ALLOCATION

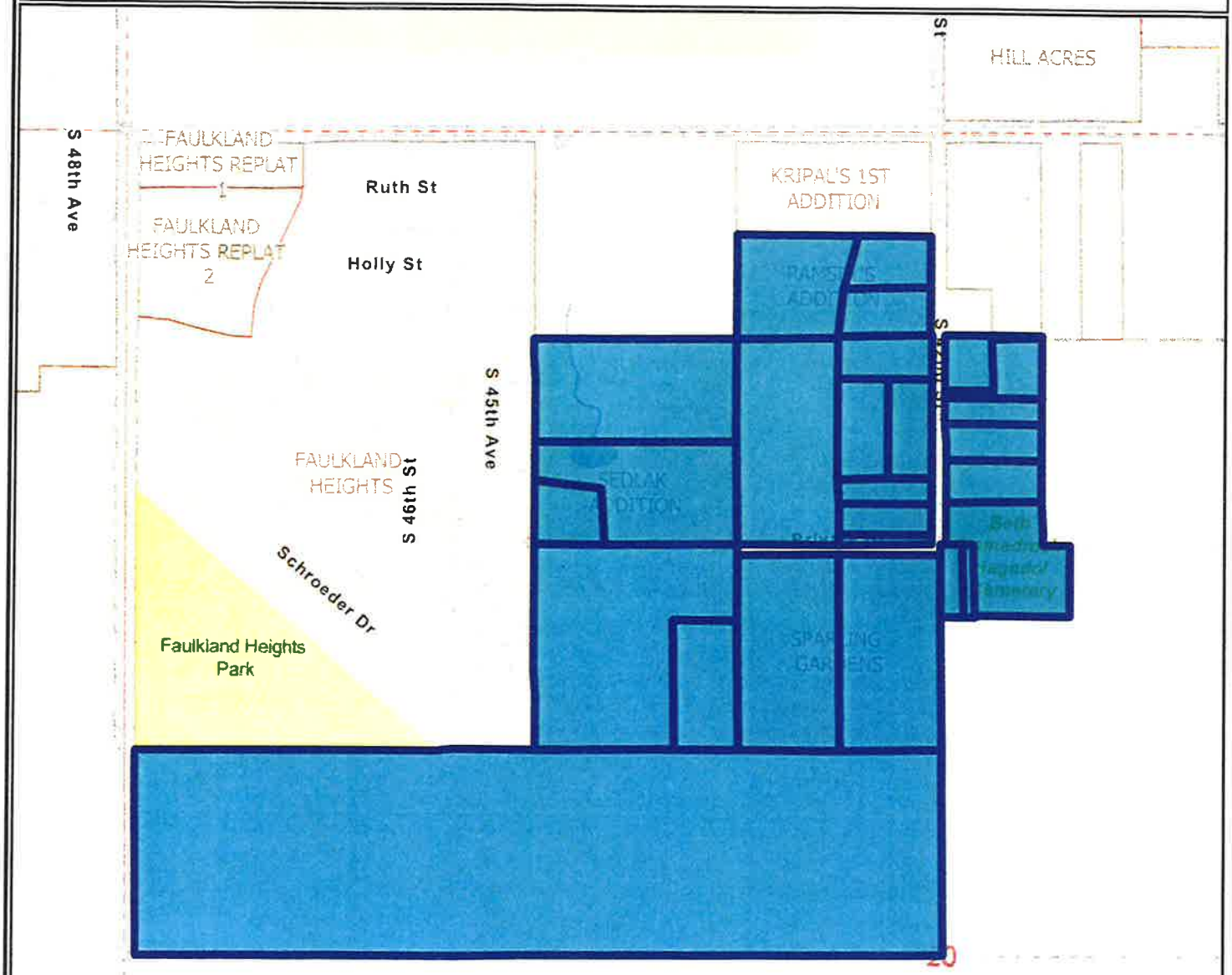
Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation.
Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate. Fiscal 2019-20 budget – $5,373,380 for 2019 lane mile levels. This budget forecast factors to $8,070 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Annexation package – 0.26 lane miles, S 42nd St. (Area 1)

12-month anticipated increase to Highway Allocation revenue levels - $2,098.20.

SARPY COUNTY NEBRASKA

Annexation Area # 1



Esri, NASA, NGA, USGS, FEMA | Esri., Inc., City of Naperville, Illinois | Esri., Inc., Sarpy County, Nebraska | Sarpy County, NE

Notes

0 1000 2000 ft

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

Susan Kluthe

From: Angela Curry
Sent: Thursday, April 2, 2020 9:42 AM
To: Susan Kluthe
Cc: Tammi Palm
Subject: Planning Department Annexation Attachment
Attachments: wallstcopier@bellevue.net_20200402_085641.pdf

Good morning Susan,

Please include the attached letter with our Area #1 annexation material.

Thank you!
Angela

Angela Curry
Assistant Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
(402) 293-3032

I live at 8456 S. 42nd St and am stating my objections to the proposed annexation by Bellevue NE.

In reviewing some of the recent Bellevue annexation attempts, I conclude that raising objections is futile with the Bellevue City Council. It seems that no matter how unhappy residents are or what objections they provide, the City Council ignores them. Therefore, I conclude this annexation is a "done deal" and my input will be for naught.

Nevertheless, I wish to go on record to voice my concerns:

1. Being on a fixed income, I do not need/want my taxes to increase!
   "The city is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also a natural part of the growth of a city..."

   Yes, it is financially in the city's best interest to annex – Bellevue will get more revenue. But at what cost? My taxes will go up over $1000 per year

   "... It is a natural part of the growth of a city..." I know of no "natural" reason Bellevue needs to grow. I have been very satisfied with the services of Sarpy County. Furthermore, I contend our area has never had a "a unity of interests with Bellevue and have never been nor wanted to be, part of Bellevue."

2. It is simply not right to increase taxes during this economic downturn!
   Businesses are closing, people are losing jobs, productivity is significantly declining, our GDP is shrinking, the stock market is fluctuating, people are being quarantined or sheltering in place, etc. The federal government is taking drastic measures to offset the financial hardships of the American people by giving money to individuals. Yet Bellevue sees fit to take money away from people. You are thwarting the efforts of the President and Congress. This is absolutely the most inappropriate time to increase taxes on people. And to think the rationale is simply to increase Bellevue's revenue and expand the city. Perhaps financial "belt tightening" and appreciating your current boundaries would suffice.

3. Future concerns
   Annexation could raise some serious issues in the future: road widening (loss of yard), extension of 42nd street (more undesirable traffic), sewer connections (vice septic tanks, additional costs), sidewalks (not needed), streetlights (not wanted) etc. Such unknowns are worrisome and therefore undesirable.

I do recognize the potential benefit of paving South 42nd Street with the proposed annexation. Nevertheless, I would rather wait for Sarpy County to address the situation than pay additional taxes.

Finally, I don't believe the advantages of annexation to Bellevue and the prospective new Bellevue residents, outweigh the disadvantages/hardships to the people being annexed.

Lawrence Ramsey

RECEIVED
MAR 25 2020
PLANNING DEPT.

12b.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/21/2020	SUBMITTED BY: Tammi Palm	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☑	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNPOSIS/BACKGROUND:

The City is proposing to annex several unincorporated lots adjacent or close to the existing city limits. The annexation package consist of two areas, labeled as Areas 1 and 2. This ordinance pertains to annexation area #2.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION:			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):		
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:		

RECOMMENDATION:

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

ATTACHMENTS:

1. PC recommendation	2. Planning Department Staff memo	3. Proposed Ordinance and Map
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 21, 2020

REQUEST: Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way.

On March 26, 2020 the City of Bellevue Planning Commission voted nine yes, zero no and zero abstained:

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

VOTE:

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

Planning Commission Hearing (s) was held on: March 26, 2020

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

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: March 27, 2020
Subject: City of Bellevue annexation proposal

The City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. We are proposing the annexation of several unincorporated lots adjacent or close to the existing city limits. The overall annexation package consists of two different areas which have been labeled as Areas 1 and 2.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2021. The current assessed value of the properties in this annexation proposal is $6,712,266. Based upon the City's current levy, the increase in property tax receipts for the City would be approximately $41,000; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate. In addition to property tax revenue, the City will receive an additional $8,070.00 in State Highway Allocation funding, plus other revenue including such things as sales taxes on items delivered to these areas. Estimates of these amounts are not available.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; annexation will also result in the elimination of the levy assessed by the Good Luck Rural Fire Department. Based upon current property tax levies, the net effect of the change in levy will be a levy increase of 0.46736 beginning with taxes payable in 2021. This levy increase will result in a property tax increase of $701.04 on a property assessed at $150,000.

Upon the effective date of the annexation residents will begin receiving City services. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits. This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. Most departments indicated the ability to serve these areas with existing resources, however, the Street Department indicated a need for an additional maintenance budget of approximately $60,000; to be disbursed in increments of $15,000 over the course of four years.

The City recognizes the need for infrastructure improvements in some of these areas.

The City recognizes the need for infrastructure improvements in some of these areas. Discussions with the City Administrator and Public Works Director indicate that after final action by the Council on the annexation proposals, the City will undertake a comprehensive review of infrastructure needs and develop a long-term plan to address these needs.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

City of Bellevue
Street Department
206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Tammi Palm Planning Manager
From: Bobby Riggs Street Superintendent

Subject: March 2020 Annexation Package Review; 03/26/2020 Planning Commission Meeting

Date: March 18, 2020

I. MANPOWER NEEDS

Minimal, no impact to operations.

II. EQUIPMENT NEEDS

Minimal, no impact to operations.

III. DEPARTMENT OPERATIONAL BUDGET

Due to the existing conditions of the roadway along s 42nd St, the department will need to prioritize asphalt patching or sectional roadway replacement over the next 3-4 fiscal years. While patching will not greatly impact year 1 needs, moving forward, maintenance funds would need to increase in years 2 through 5 by $15,000 per year, over and above current funding level needs, to perform full-depth roadway replacement on 42nd St to the new corporate limits.

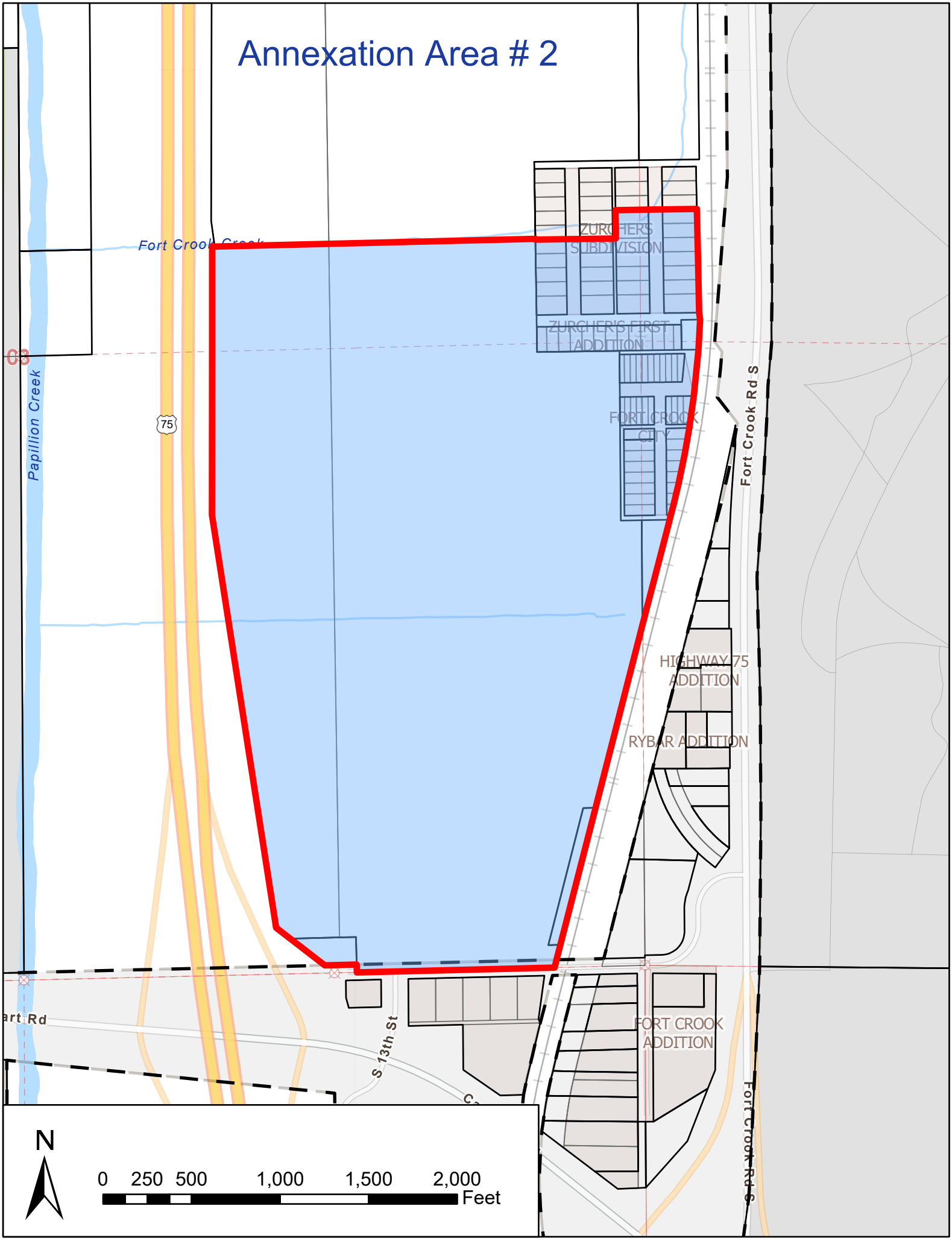
IV. HIGHWAY ALLOCATION

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation.
Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate. Fiscal 2019-20 budget – $5,373,380 for 2019 lane mile levels. This budget forecast factors to $8,070 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Annexation package – 0.26 lane miles, S 42nd St. (Area 1)

12-month anticipated increase to Highway Allocation revenue levels - $2,098.20.

Annexation Area # 2



ORDINANCE NO. 3994

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Lots 1 through 6, Block 3, Fort Crook City

Lots 20 through 26, Block 3, Fort Crook City

Lot 27, Block 3, Fort Crook City

Lots 4 through 10, Block 1, Zurcher's Subdivision

Lots 1 through 11, Block 1, Fort Crook City

Lots 1 through 12, Block 4, Fort Crook City

Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City

Lots 4 through 15, Block 2, Zurcher's Subdivision

Lots 6 through 10, Block 3, Zurcher's Subdivision

Tax Lot 5B, Tax Lots 13 and 14; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.;

Tax Lot A; located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M

Tax Lot C; located in the Southwest ¼ of Section 02, T13N, R13E of the 6th P.M.

and all abutting county road rights-of-way.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law May 26, 2020.

ADOPTED by the Mayor and City Council this _____ day of _____, 2010.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: _04/07/2020_____
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
4/21/2020

COUNCIL MEETING DATE 4/21/2020	SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☑
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request for a conditional use permit for Lot 1, Ashford Hollow North, for the purpose of a self-storage facility. Applicant: Stephens & Smith Construction Company. General Location: 11203 South 48th Street.

SYNPOSIS/BACKGROUND:

Lance Jordan, on behalf of Stephens & Smith Construction Company, is requesting a conditional use permit for Lot 1, Ashford Hollow North, for the purpose of a self-storage facility. This application was originally submitted December 2018; however, since that time, the applicant has gone through the review process with the USACE and the Papio-Missouri NRD (the reason for the delay in the city's process). Through a previously approved development agreement for this property, the use of self-storage is a conditional use permit in the FX (Flex) zoning for this land.

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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

The Planning Commission and Planning Department are recommending approval of this request.

ATTACHMENTS:

1. PC recommendation report	2. Staff report/attachments	3. Conditional use permit agreement
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Stephens & Smith Construction Company

LOCATION: 11203 South 48th Street

CITY COUNCIL HEARING DATE: April 21, 2020

REQUEST: for a Conditional Use Permit for Lot 1, Ashford Hollow North, located in the Northwest ¼ of Section 32, and the Southwest ¼ of Section 29, all in T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a self-storage facility.

On March 26, 2020 the City of Bellevue Planning Commission voted nine yes, zero no and zero abstained:

APPROVAL of the conditional use permit based on conformance with the requirements of the zoning ordinance and lack of perceived negative impact on the surrounding neighborhood.

VOTE:

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

Planning Commission Hearing (s) was held on: March 26, 2020

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: CUP-1812-04

FOR HEARING OF:
REPORT #1: March 26, 2020
REPORT #2: April 21, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Stephens & Smith Construction Co.
Attn: Lance Jordan
5711 South 60th Street, Suite 205
Omaha, NE 68117

B. PROPERTY OWNER:

Rip Inc.
1542 South 1st Street
Lincoln, NE 68502

C. LOCATION:

11203 South 48th Street

D. LEGAL DESCRIPTION:

Lot 1, Ashford Hollow North, located in the Northwest ¼ of Section 32, and the Southwest ¼ of Section 29, all in T14N, R13E, of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Conditional Use Permit Lot 1, Ashford Hollow North for the purpose of a self-storage facility.

F. EXISTING ZONING AND LAND USE:

FX, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a conditional use permit to allow for the construction of a self-storage facility.

H. SIZE OF SITE:

The site is approximately 8.16 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** AG, Papio Creek
2. **East:** AG/RD-60, Vacant and Single Family Residential
3. **South:** RD-60, Single Family Residential
4. **West:** AG, Vacant/Agricultural (across 48th Street)

C. REVELANT CASE HISTORY:

1. On December 19, 2002, the Planning Commission recommended approval of a request to rezone Lots 1 through 131, inclusive, Twin Creek Estates, being a platting of Tax Lot 3, located in the Northwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RS-72, RG-50. RG-20-PD and BG for the purpose of a single family, multifamily, and commercial development; preliminary plat Lots 1 through 131, inclusive, Twin Creek Estates; and request for a waiver of Section 6-7 (6). On February 10, 2003, the City Council approved the aforementioned request.

2. On March 20, 2003, the Planning Commission recommended approval of a request to final plat Lots 1 through 145, inclusive, Twin Creek Estates, being a replat of Tax Lot 1A and part of Tax Lot 3, located in the Northwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and approval of the Subdivision Agreement. On April 14, 2003, the City Council approved the aforementioned request.

3. On March 22, 2012, the Planning Commission recommended denial of a request to rezone Lot 1, Twin Creek Estates, located in the Northwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RG-50-PUD to RG-28-PUD for the purpose of multi-family residential development. On April 23, 2012 the applicant withdrew the request.

4. On October 23, 2014 the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Ashford Hollow North, being a replat of Lot 1, Twin Creek Estates; and Tax Lot 12C1B, located in the Southwest ¼ of Section 29, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG and RG-50-PUD to RD-60 and FX for the purpose of single family residential and commercial development; and small subdivision plat Lots 1 and 2, Ashford Hollow North. On December 8, 2014, the City Council approved the aforementioned request.

5. On March 26, 2020 the Planning Commission recommended approval of a Conditional Use Permit Lot 1, Ashford Hollow North, located in the Northwest ¼ of Section 32, and the Southwest ¼ of Section 29, all in T14N, R13E, of the 6th P.M., Sarpy County, Nebraska for the purpose of a self-storage facility.

D. APPLICABLE REGULATIONS:

1. Section 5.26, Zoning Ordinance, regarding FX uses and requirements.

2. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this property as flex space.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for 48th Street near this property.

2. The property will have access from 48th Street via a private drive.

D. UTILITES:

All utilities are available to this property.

E. ANALYSIS:

1. Lance Jordan, on behalf of Stephens & Smith Construction Company, is requesting approval of a conditional use permit for Lot 1, Ashford Hollow North, for the purpose of a self-storage facility.

2. The property is presently vacant and zoned FX (Flex Space).

3. The FX zoning allows for self-storage as a permitted use.

The FX zoning for this property was approved on December 8, 2014. As part of that action, a development agreement was approved. That agreement allows for self-storage as a conditional use permit on this property rather than a permitted use.

4. The applicant is proposing nine storage buildings, totaling 70,250 square feet of indoor storage. No outdoor storage is being proposed.

5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Papio-Missouri NRD, U.S. Army Corps of Engineers (Omaha District), and the Papillion LaVista Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Chief Building Official Mike Christensen and Fire Inspector Don Gifford made comments pertaining to the International Fire Code (2012) Section (F) 903.2.9 #5 regarding sprinkler requirements of storage facilities housing upholstered furniture or mattresses. This code requirement will be pertinent as part of the building permit review process. The applicant and their engineer were made aware of this comment for that purpose.

Matt Knight, Public Works Engineer, and the Papio-Missouri NRD had initial comments regarding the drainage and grading plan. These comments have been addressed by the applicant's engineer.

A portion of this property lies within the floodplain. The applicant is proposing fill in the floodplain area to raise the finished floor elevation of the storage buildings to 1000.25' or above. The base flood elevation is 998'. As previously mentioned, this application has been reviewed by both the U.S. Army Corps of Engineers and the Papio-Missouri NRD. Additionally, the applicant will obtain the necessary flood plain development permits prior to construction.

No other comments were received on this case.

6. The site plan shows the required 40' bufferyard abutting RD-60 residential zoning district. Additionally, a 15' deep landscaped area is being provided along the South 48th Street right-of-way. A six foot vinyl privacy fence is proposed around the self-storage facility for screening purposes. The proposed landscape plan has been reviewed by staff and meets the requirements of the zoning ordinance.

7. The proposed storage units will be required to meet the design standards guidelines for building materials as outlined in Section 8.11. This will be determined as part of the building permit process.

8. A sidewalk/trail exists along South 48th Street.

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

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

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL of the conditional use permit based on conformance with the requirements of the zoning ordinance and lack of perceived negative impact on the surrounding neighborhood.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL of the conditional use permit based on conformance with the requirements of the zoning ordinance and lack of perceived negative impact on the surrounding neighborhood.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Site plan received February 17, 2020
4. Landscape Plan received March 25, 2020
5. Colored landscape renderings received March 25, 2020
6. Operations statement from Lance Jordan received March 26, 2020
7. Email from James Catlett received March 19, 2020
8. Email from Elizabeth Moseley received March 26, 2020
9. Email from Tim Boyte received March 26, 2020
10. Email from Randy and Sarah Garcia received March 26, 2020.
11. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

1. Stephen & Smith Construction Co./Rip Inc
2. Thompson, Dreeseen, and Dorner, Inc.
3. Public Upon Request

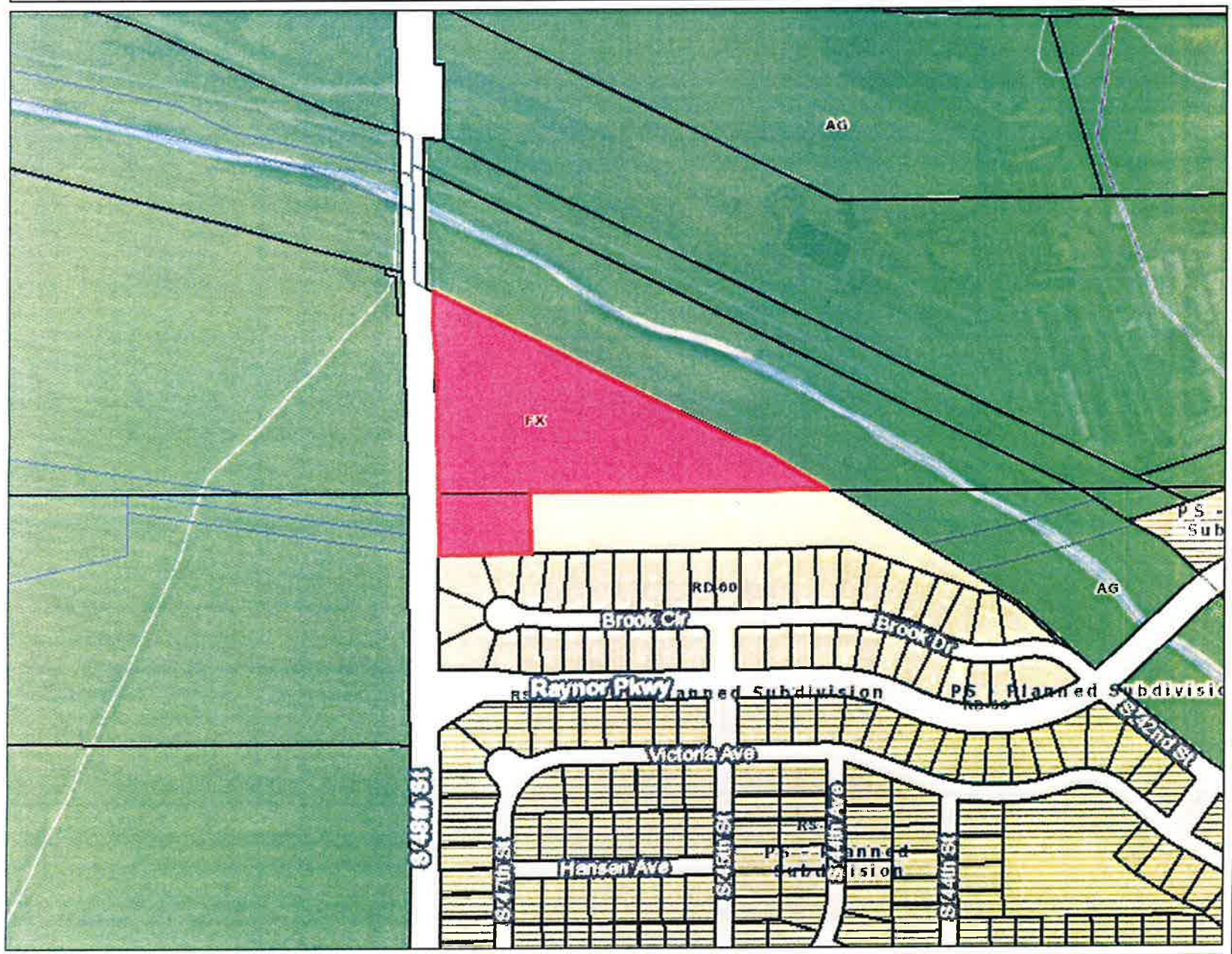
Tammi L Palm

Prepared by:

Tammi L Palm 04/12/2020

Planning Manager Date of Report

Zoning Map



Location

Legend

Road Centerlines

2018 Aerial Photo

Red: Band_1

Green: Band_2

Blue: Band_3

N

1: 4,800

0 200 400 800

Feet

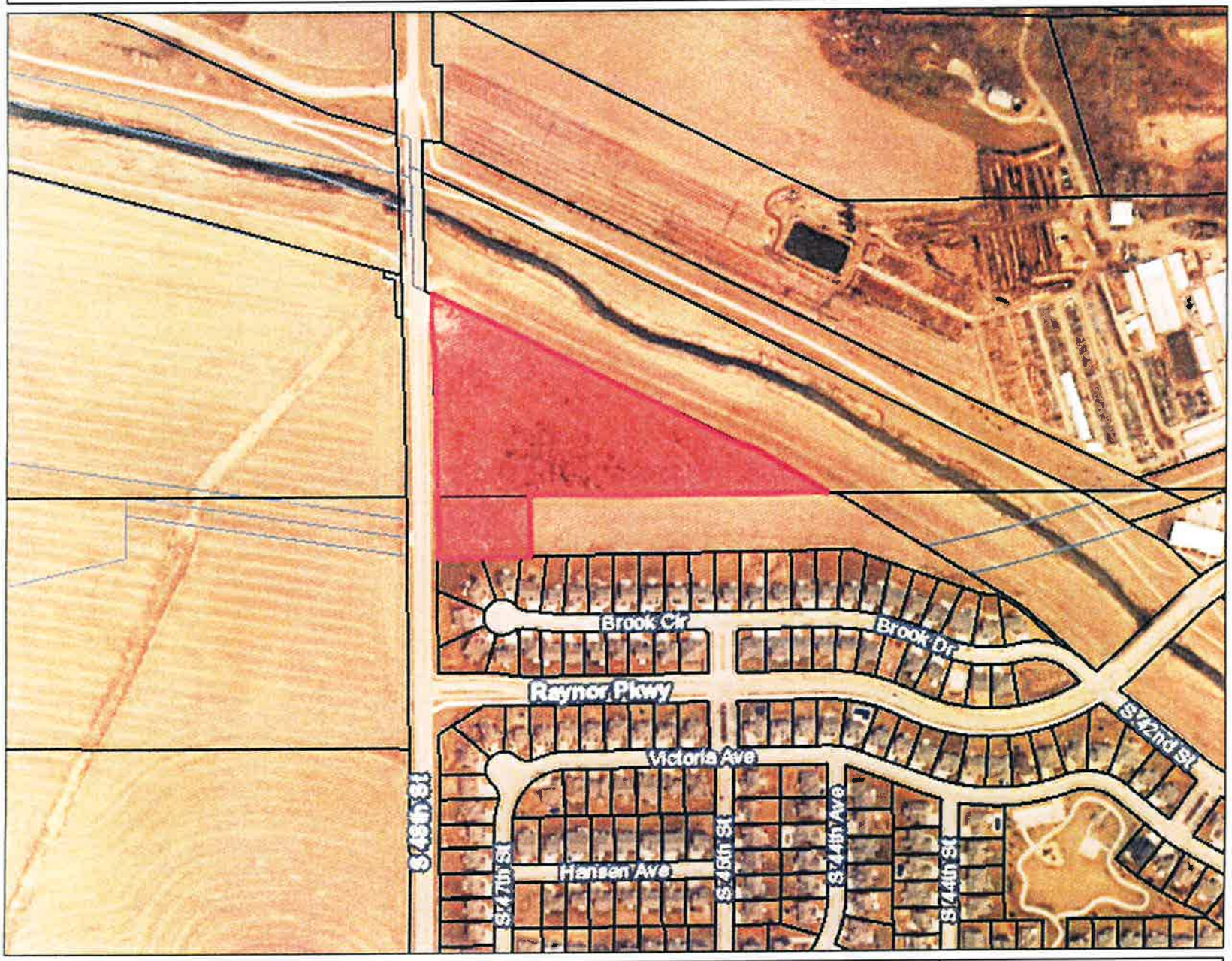
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS

sarpy county GIS

1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

Lot 1, Ashford Hollow North



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Sarpy County GIS

sarpy county GIS

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FEB 17 2020
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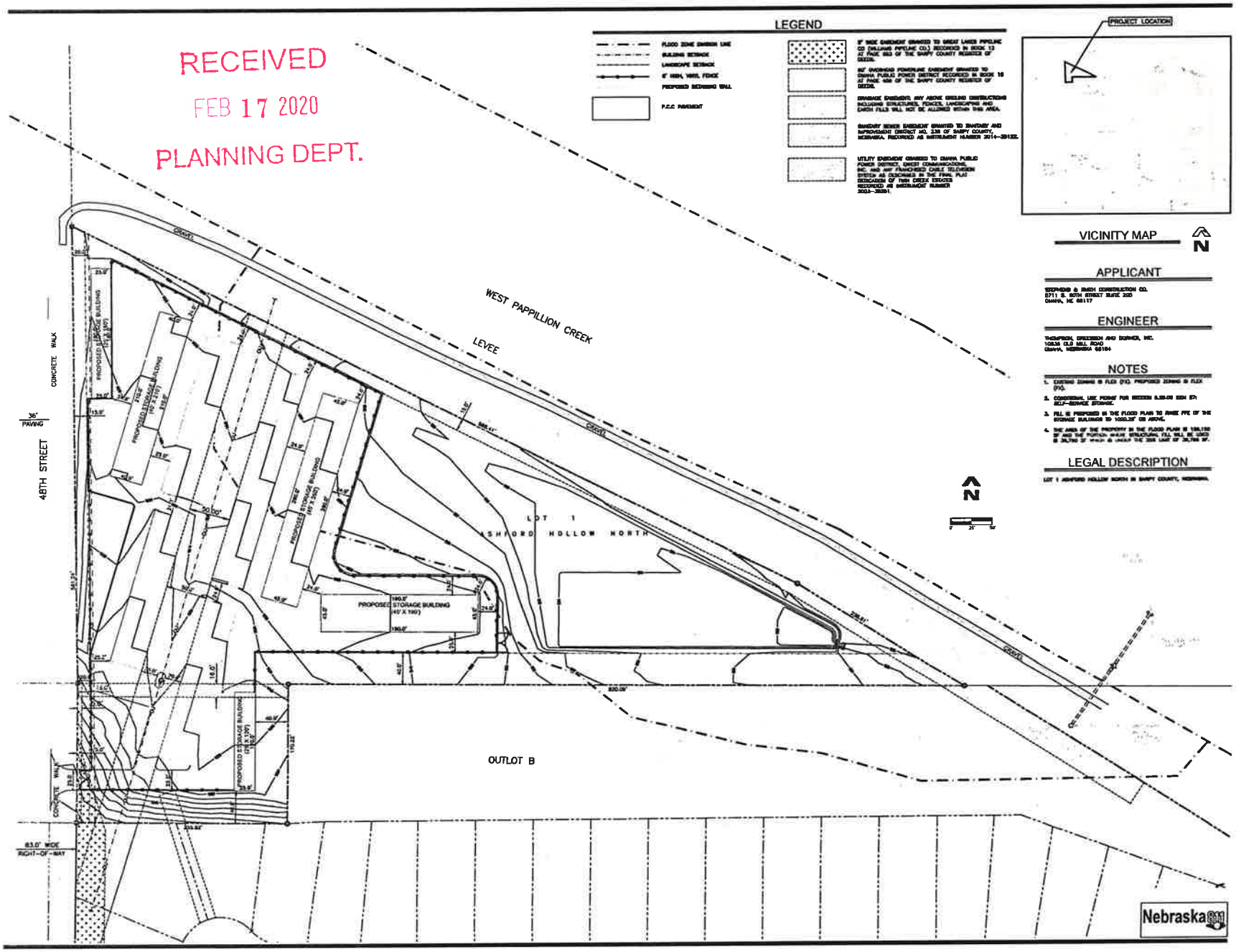


TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Ashford Hollow Storage

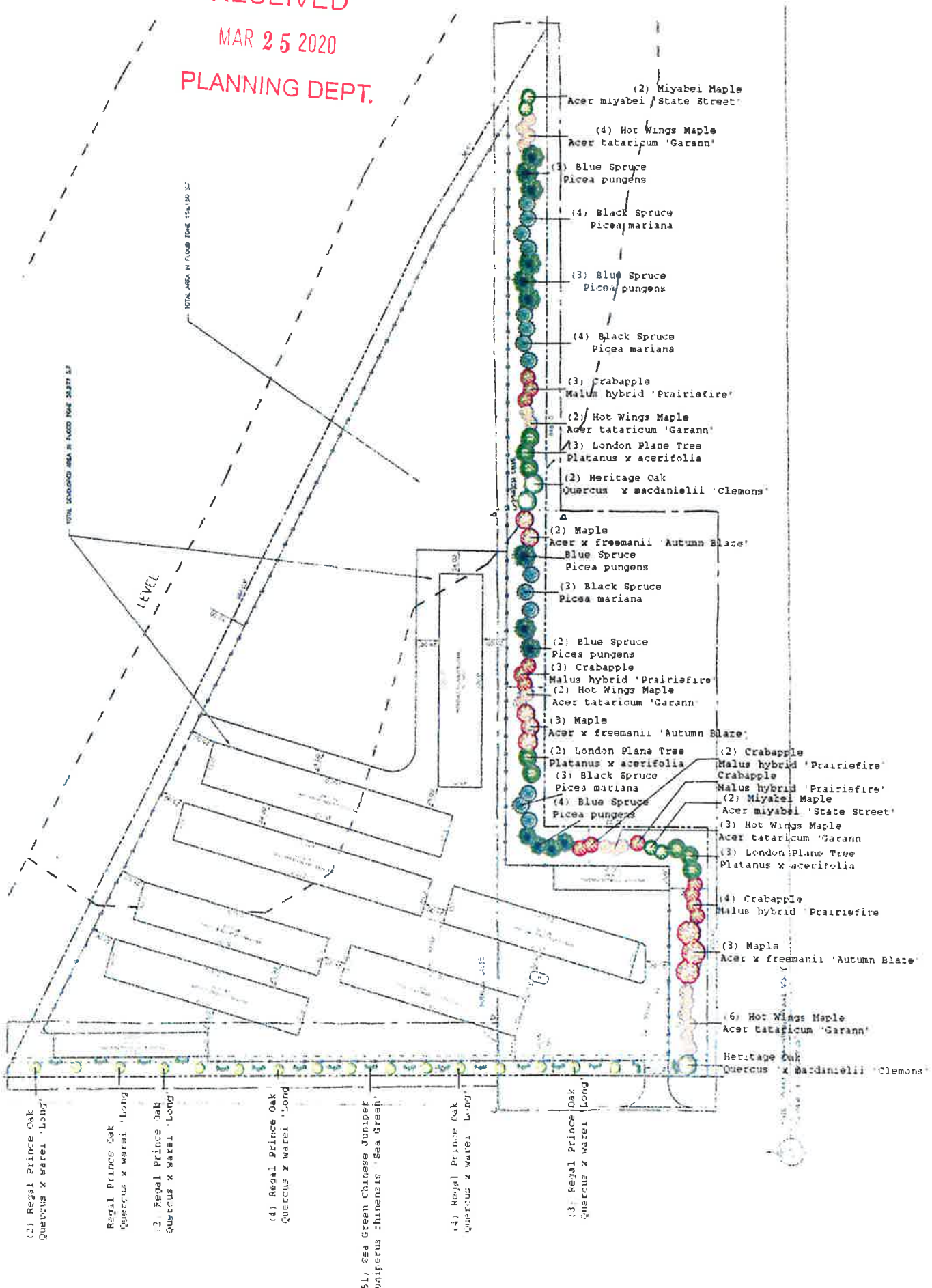
Stephens & Smith Construction Co.

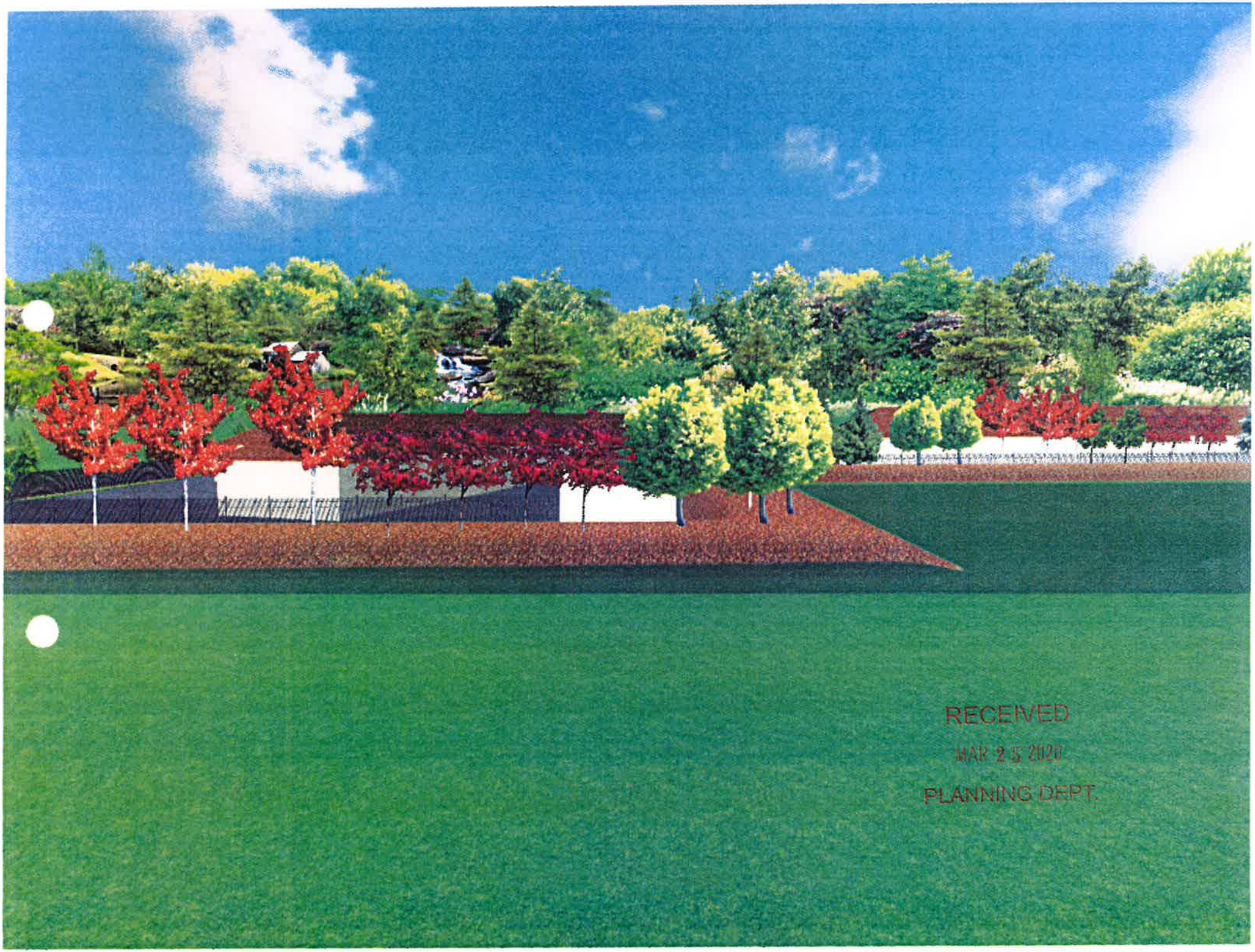
No.	Description	MM-DD-YY

Drawn By: RBR
Job No. 2169-101
Reviewed By: JAD
Date: 02.17.20

CUP Site Plan

RECEIVED
MAR 25 2020
PLANNING DEPT.





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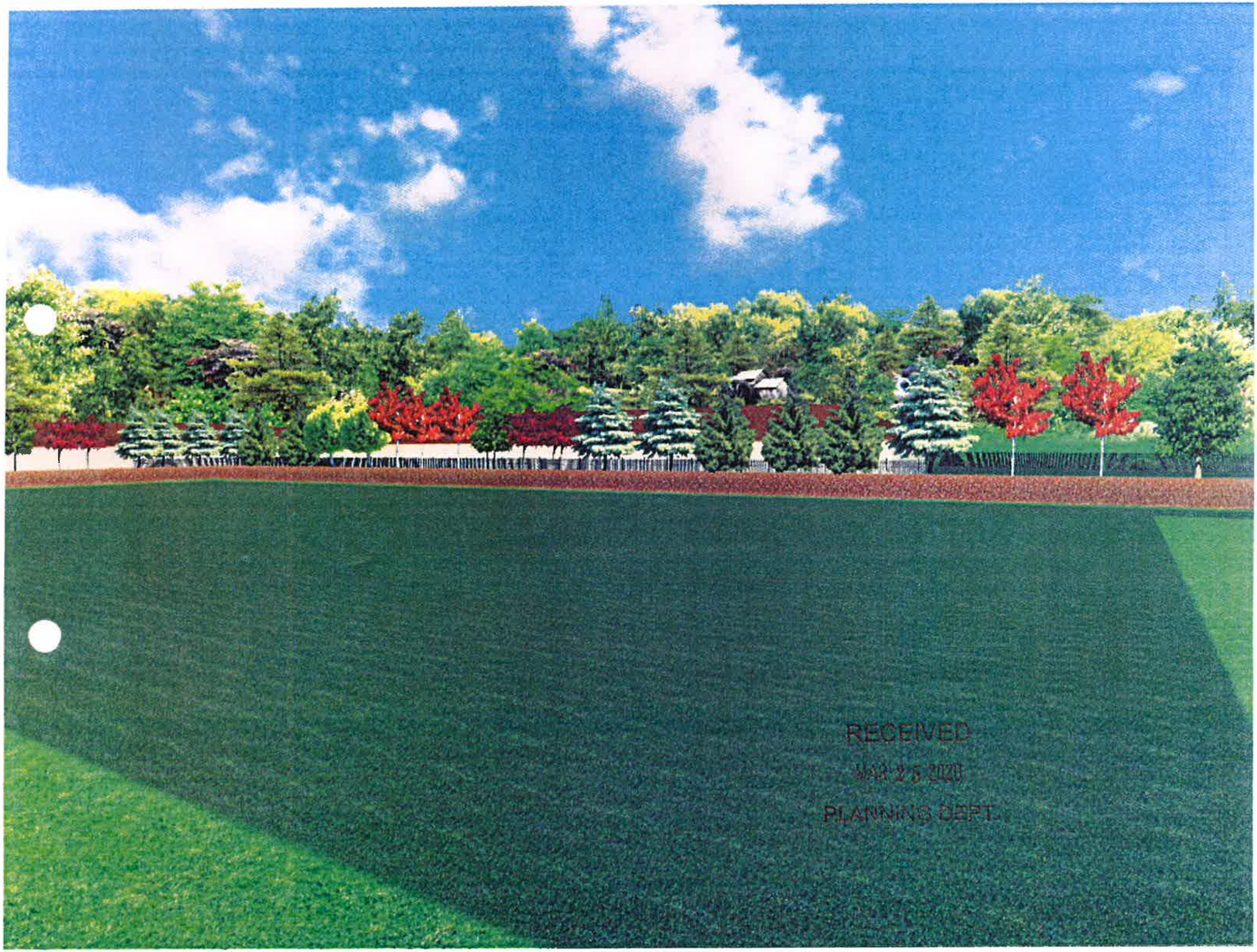
MAR 2 5 2020
PLANNING DEPT.



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MAR 2 5 2020
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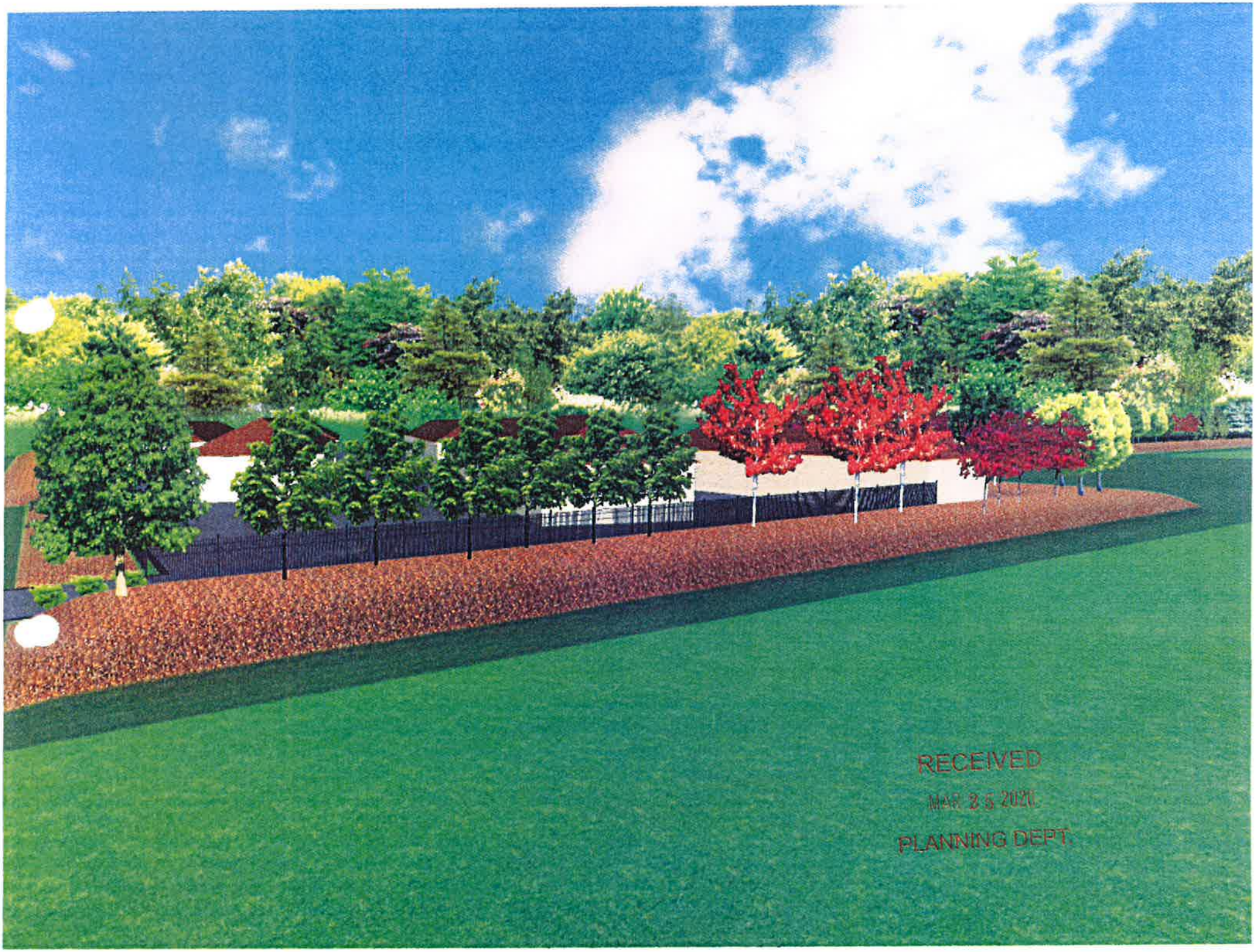


RECEIVED
MAR 2 5 2020
PLANNING DEPT.

3/26/2020

Lance Jordan
Stephens & Smith Construction Co., Inc.
5711 S. 60th St., Omaha, NE 68117

City of Bellevue Nebraska
1500 Wall St., Bellevue, NE

RE: Ashford Hollow Self Storage Operations

To Whom It May Concern:

The proposed Ashford Hollow Self- Storage will consist of nine enclosed, single-story self-storage buildings of various sizes. These buildings will be constructed in strict compliance with Bellevue, Nebraska's building, fire and safety requirements.

Access to the facility will be via an electronically operated gate that is activated by a keypad system. Storage unit renters will be issued individual gate access numbers.

The hours of operation will be daily from 6:00 am to 10:00 pm. Renters will only be granted access during these hours of operation. The Bellevue police and fire departments will have 24-hour access.

Refuse containers will be strategically place on the self-storage complex grounds for collection and disposal of the renters unwanted items, debris or liter.

There will be no full-time on-site manager until the project is completed. Upon completion of the complex, there will be an on-site manager with the hours of 8:00 am to 5:00 pm Monday thru Friday and 8:00 am to 1:00 pm on Saturday.

Respectfully,

Lance Jordan
Chairman
Stephens & Smith Construction Co., Inc.

RECEIVED
MAR 26 2020
PLANNING DEPT.

Tammi Palm

From: Catlett, James <JCatlett@anbank.com>
Sent: Thursday, March 19, 2020 1:02 PM
To: Tammi Palm
Cc: catlettcrew5@yahoo.com
Subject: Ashford Hollow North - Self-Storage Facility

I'm uncertain with the current restrictions due to COVID-19 if the public hearing will take place on March 26th, but I wanted to share my thoughts via email.
My wife and I as well as several neighbors were very upset to hear about the plans for the land behind our homes. I know in terms of numbers I am able to speak on behalf of my wife, Lacey, and I... but this storage facility is going to be an eyesore. Before the recommendation for social distancing, our children would convene in the area behind our homes and play games, run from yard to yard with friends and "explore" for frogs and toads. They'd even take out bags with gloves on to pick up litter to keep the area looking nice. The city doesn't mow the land very often, so many for us have taken it upon ourselves to mow a good 20-30 yards past our property lines to keep a nice, manageable area of the kids to play.
There's what I mentioned for the kiddos, but also there's the view! Being able to look out of our back door on a beautiful day and see the creek and the folks riding bikes or walking their dogs on the path just across the creek brings a smile to all of our faces. In the spring and fall, we can look out and see the lights of the Bellevue Berry Farm, we hear music some evenings and smell the bonfires. We have been so happy since moving into the Ashford Hollow North development.
Now, with the building of a facility like this, we'll look out our door and see boats or ski-dos in storage and several isles of self-storage units. This will negatively affect the value of our properties, but more so, it takes away from the beauty of our land and this area. This isn't an industrial-focused part of town and should remain free of such buildings if presented to our city's planning commission.

I have included my wife as a CC reference on this email. This email is being sent on my personal behalf and does not represent an organization or business.
Thank you for your time and consideration. Take care and be safe during this time!
Sincerely,

James E. Catlett
(402)639-8511
4474 Brook Dr
Bellevue, NE 68123

26-March-2020

RE: CASE #: CUP-1812-04 Applicant: Stephens & Smith Construction Company

Dear Tammi Palm and Planning Department,

After looking at the proposed plans for a Self-Storage Facility on part of Lot 1, Ashford Hollow North, I have two concerns as homeowner on the adjacent land.

1) These plans show construction in the floodplain. The alteration of a floodplain could affect the levels of the periodic floods. This business will be adjacent to residential homes, any chance of our homes/properties flooding because of this development and a change in the floodplain is completely unacceptable.
2) These plans show an entrance to the business which is too close to residential homes. The entrance to the business should be further away offering those homeowners the privacy that residential zoning should provide.

I am concerned that this business will lower property values and make my community a less nice place to live. The business should mitigate this negative impact by doing the following:

1) Plant a very dense row of at a minimum 3 inch diameter trees on the property perimeter.
2) Surround the storage building portion of the property with an aesthetically pleasing privacy fence. (This appears to already be in the plans, great!)
3) Leave the floodplain portion of their property undeveloped.
4) This business should not be allowed to place 24-hour lights (should be motion detection lights).
5) This business should not be allowed to place obnoxious signs (should be tasteful, no taller than one story, located on the street side, and unlighted).
6) The business should restrict their hours of operation to 0800-2000.
7) This business should be formally restricted to one-story structures AND indoor storage only.

The city should ensure this business complies with these measures and their permit or the city should close their operations and restore the land.

Trees were removed from this property last year and illegally placed on HOA land for many many months despite repeated request for their removal. Given this experience you can imagine why we are weary of the development and what may happen as this property is developed and the business is opened. Using our HOA property as a dumping ground was unacceptable and I hope the city more closely monitors this development and protects the rights of the adjacent residential property owners.

Thank you for taking our concerns into consideration as you make your decision on this matter which affects our home values and community!

Very Respectfully,

Elizabeth Moseley

Homeowner on Brook Circle

402-502-5270

beth@moseleys.us

RECEIVED
MAR 26 2020
PLANNING DEPT.

Tammi Palm

From: Tim Boyte <t.b.boyte@gmail.com>
Sent: Thursday, March 26, 2020 5:49 PM
To: Tammi Palm
Subject: Case #: CUP-1812-04

RECEIVED
MAR 26 2020
PLANNING DEPT.

Due to the inability to attend this meeting, we would like our opinion noted. Please contact us for any further information. Thank you.

To whom it may concern;

We would like to officially petition the building of a self-storage facility at 11203 and 11050 S 48th St. Reference Case #: CUP-1812-04.

When my wife and I first saw the property where we'd eventually move in, 4454 Brook Dr, one of the biggest selling points was having no neighbors behind our house and the view of our backyard. We moved into our property in November of 2017. At that time we were one of the final 10 homes to be built on Brook Dr/Circle. We asked Charleston Homes if anything was going to be built on the land behind our house. We were told "No" on numerous occasions and that their intent was to leave it empty. If they would have said "yes", that would have been a very influential factor into our decision making process. We feel like we've been lied to by the builders who apparently started to try and sell that property shortly after we moved in.

Having a self-storage facility (or any other business for that matter) is an absolute terrible idea to be built on the referenced land, especially with it being so close to family residential housing. I have never seen a self-storage facility proposed to be built this close to personal residences. Who is to say late night movers wouldn't be loud and disruptive to young children trying to sleep in their home? Rowdy teenagers looking for a hangout or any other shady character would now be able to access that lot and there after all of our homes affecting the safety of our whole .

Not only could building this facility potentially pose a risk to peoples safety, they are posing a threat to the re-sale value to every house in this neighborhood. Nobody will move into a house with a storage facility built in the backyard. People want privacy, and the knowledge that they can be safe in their own backyard. There is absolutely no way the storage company could guarantee either of these factors. Also stating the obvious factor that this facility now becomes an eye sore for anyone trying to enjoy their backyard.

There are almost 20 self-storage facilities in Bellevue and additional 15-20 more in Papillion already. That's just within the immediate area of Brook Dr/Circle and doing a quick Google search. I'm

positive further, more in depth research would produce more. Do we really need to build another one? What's wrong with leaving a piece of land alone and unspoiled. Let people enjoy their backyards (they way they bought their house and was intended for)? Why not let the thousands upon thousands of walkers, joggers, bicyclists and many others use the trail near that land and enjoy it's view unimpeded by greedy builders trying to make a quick buck and fill up every possible square inch of available land? If we have a vote, we would vote "NO" to building anything on that land. Thank you for your time and attention to this matter.

Tim and Kelly Boyte

4454 Brook Drive

Residents

March 26, 2020

RECEIVED
MAR 26 2020
PLANNING DEPT.

City of Bellevue Planning Department

To Whom It May Concern:

We are writing to express our concern over the proposed development of land along 48th Street, namely the construction of storage facilities on the property directly north of our home. Due to the current COVID-19 restrictions, the meeting is unable to take place in person, and we wanted to make sure our concerns were voiced.

We are very opposed to the proposed storage facility plans, and feel that we have several very legitimate concerns. Not only will this be an eyesore to our neighborhood, this area is not a commercial area. We are extremely concerned in the care, or really lack thereof, of the property to this point. This piece of land has not been cared for in any way. I do not believe the area was even mowed last summer. This resulted in weeds over six feet high. We and several neighbors would mow 20 yards into the property in an attempt to keep the weeks from taking over our yards.

The lack of care has also resulted in the creation of a small dump on the property. For months, we have seen landscaping companies, as well as personal trucks and cars stopping and unloading their garbage there. At one point there was even an old mattress. Our family personally contacted the Sarpy County Sheriff's Department regarding this. To this day, there are still piles of junk there.

Also, last March they cut down all of the trees along the property. The workers doing the job said that someone would be coming back to burn the piles soon. The piles and downed trees sat there for several weeks at the very least. When the owners of the property did finally come out to burn them, they left the piles still burning and unattended at least twice, requiring the fire department to come out and monitor or extinguish the piles.

Our property is directly adjacent to the proposed site, also backing to 48th Street. The proposed entrance and exit looks to be within 20 feet of our property line, meaning cars will be in and out of the facility right by our property line. We did not purchase our property over three years ago expecting to have a commercial entrance adjacent to our property. We were in fact told that 48th Street would not be allowed any entrances or exits off of the road, due to the desire to keep it through street for flowing traffic, which was a major selling point for buying our property and building our home here.

Finally, we are concerned with potential flooding of the property, which could impact our property as well as our neighbors. It appears that the plans do not call for the property to be built up a significant amount, and this basically creates a pool between the creek levee and our property levee. Adding storage buildings to this area does not seem responsible.

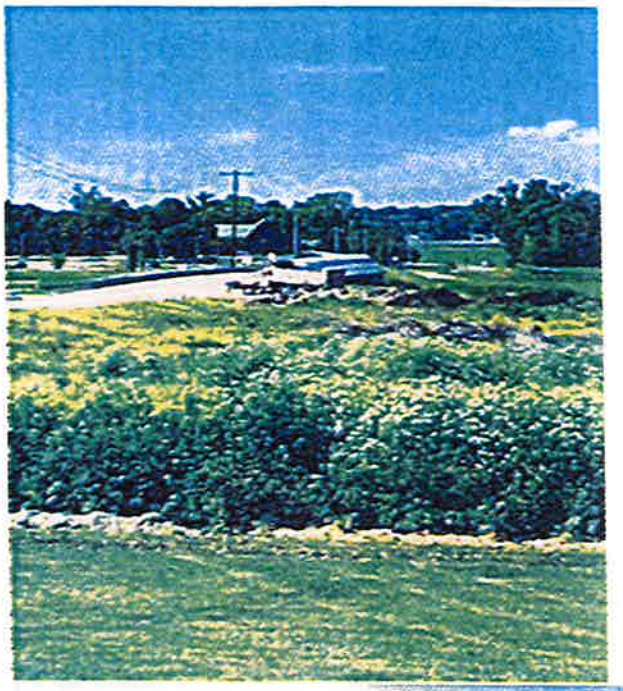
We feel that their past care of the property shows that they will not be good neighbors. The addition of a storage facility will definitely be an eyesore to us and our neighbors. We are extremely concerned by their past lack of care to the property. This proposed facility will negatively impact our home values. Due to the property owner's history of neglect for the property, we have no confidence it will be cared for

adequately in the future. We strongly urge you do deny the zoning of the proposed storage facility. Please see the attached photos which show the lack of care taken with this property to this point. The first photo is from June 2019, and the other three were taken today. Feel free to call us with any questions.

Thank you for your consideration.

Sincerely,

Randy and Sarah Garcia
563-580-8551 (Sarah)
408-640-0536 (Randy)



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

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 1, ASHFORD HOLLOW NORTH,
LOCATED IN THE NORTHWEST ¼ OF SECTION 32, AND THE SOUTHWEST ¼ OF SECTION 29,
ALL IN T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Stephens & Smith Construction Company/Rip Inc.

This Conditional Use Permit issued this _____ day of April, 2020 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska ("City") to Stephens & Smith Construction Company/Rip Inc., ("Applicant"), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Rip Inc., is the legal owner of Lot 1, Ashford Hollow North, located in the Northwest ¼ of Section 32, and the Southwest ¼ of Section 29, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 8.18 acres, more or less ("Property"). Applicant desires to use the Property for the purpose of a self storage facility; 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 "B."

b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.

c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.

3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:

a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.

b. Construction of 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. Applicant may maintain a self storage facility on the Property.

d. 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.

e. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.

f. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.

4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:

a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.

b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.

c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and

earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

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

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

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

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

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

Lance Jordan
Rip Inc.
1542 South 1st Street
Lincoln, NE 68502

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

Effective Date:

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

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

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

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

_____
Notary Public

_____
Lance Jordan

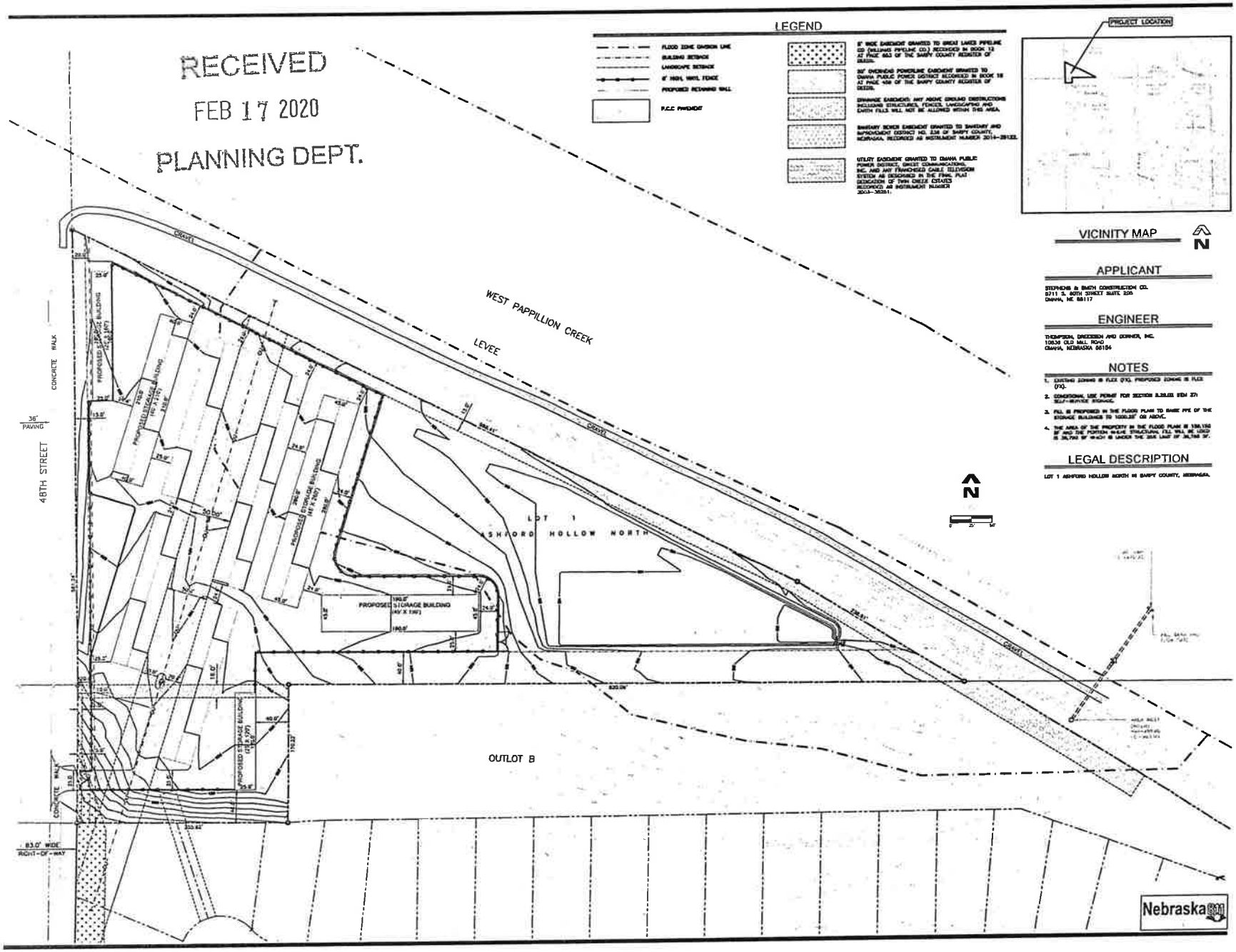
STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

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

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

_____
Notary Public

RECEIVED
FEB 17 2020
PLANNING DEPT.



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

Ashford Hollow Storage

Stephens & Smith Construction Co.

Exhibit A

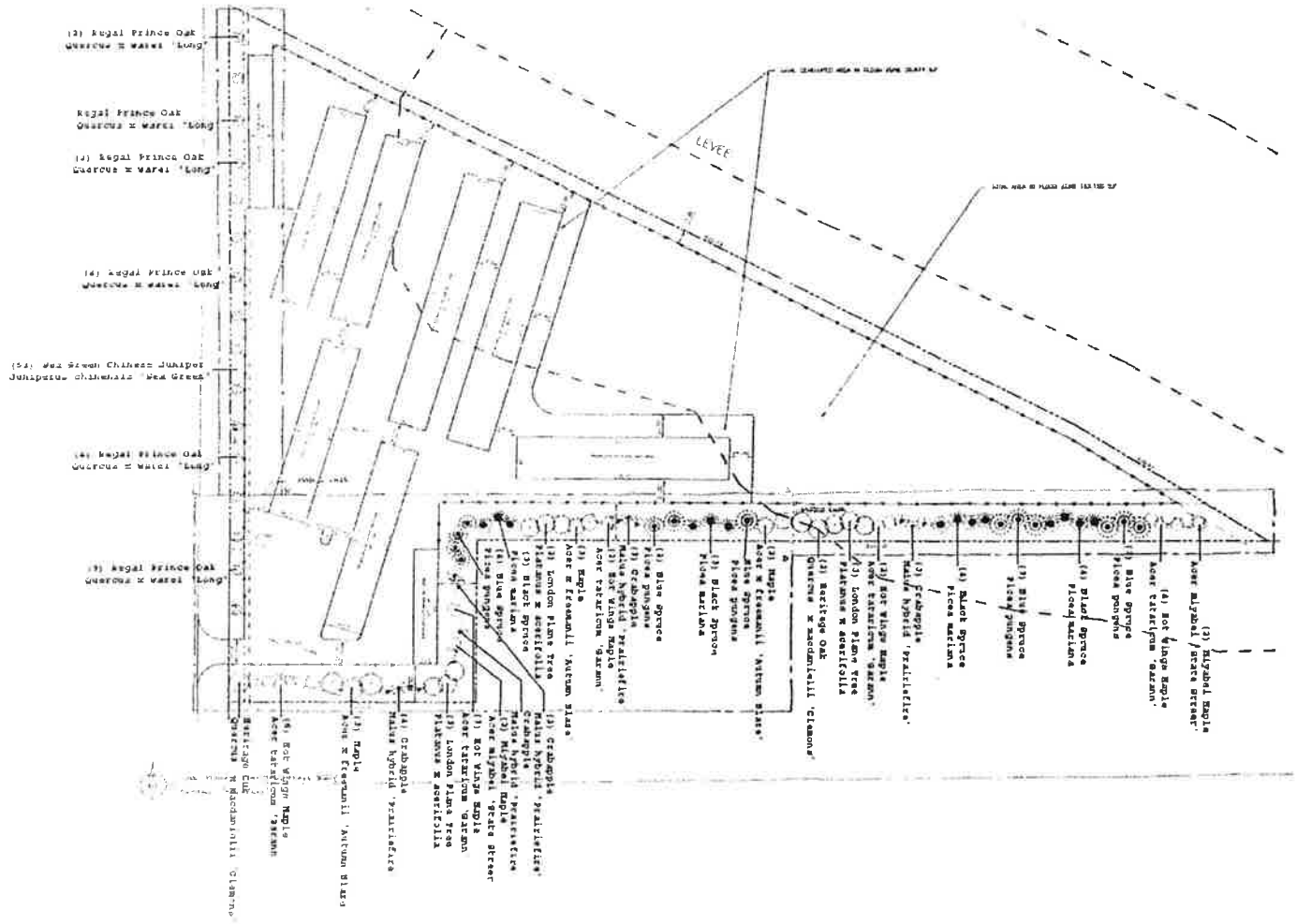
No.	Description	MM-DD

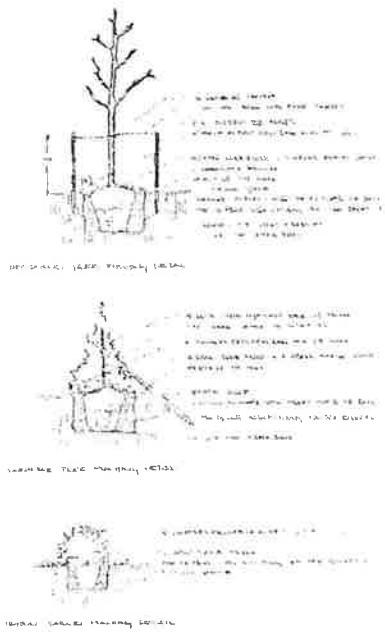
Drawn By RBR Reviewed By JAD
Job No.: 219al-101 Date 02.17.20

CUP Site Plan

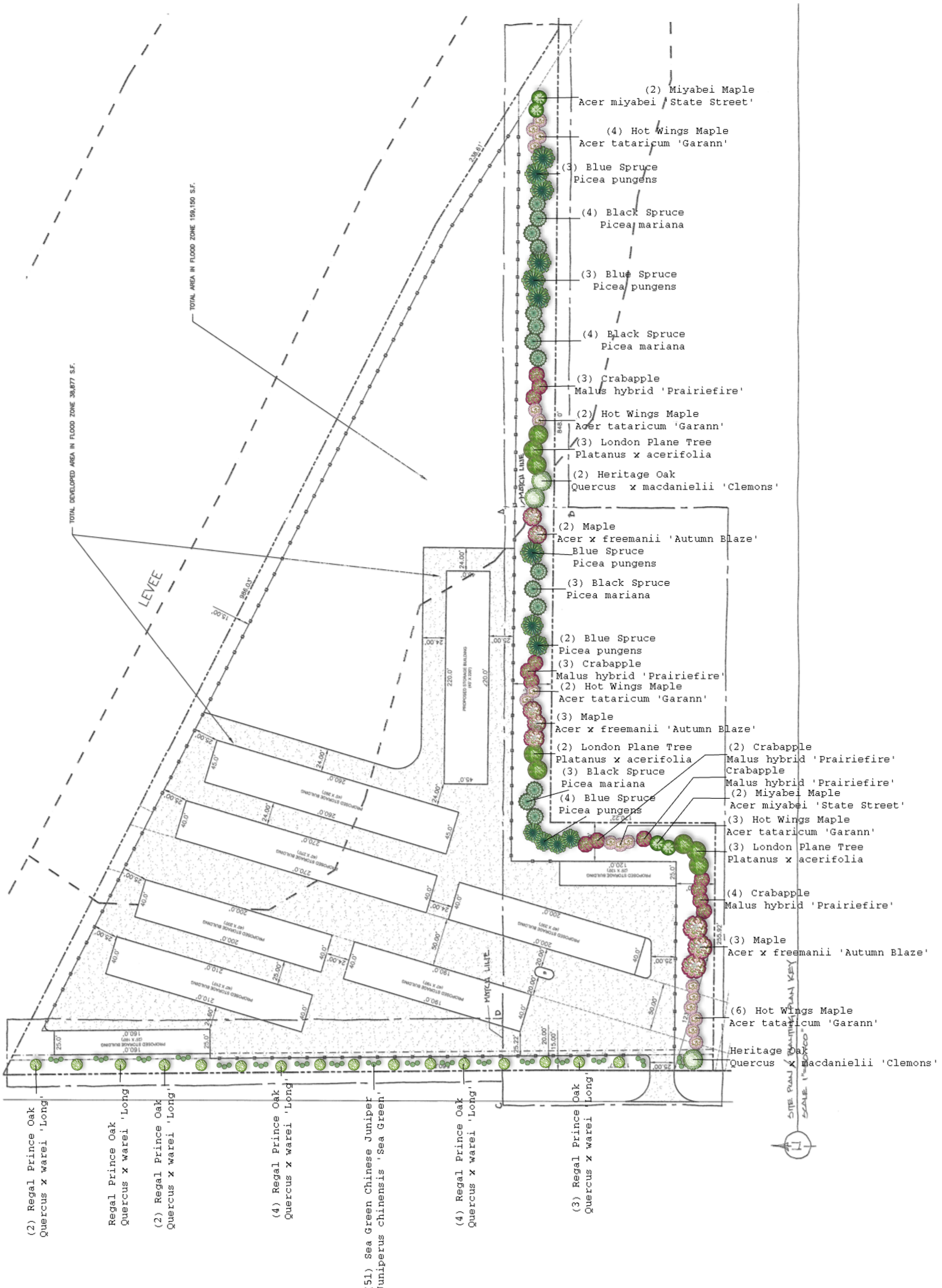
RECEIVED
MAR 04 2020
PLANNING DEPT.

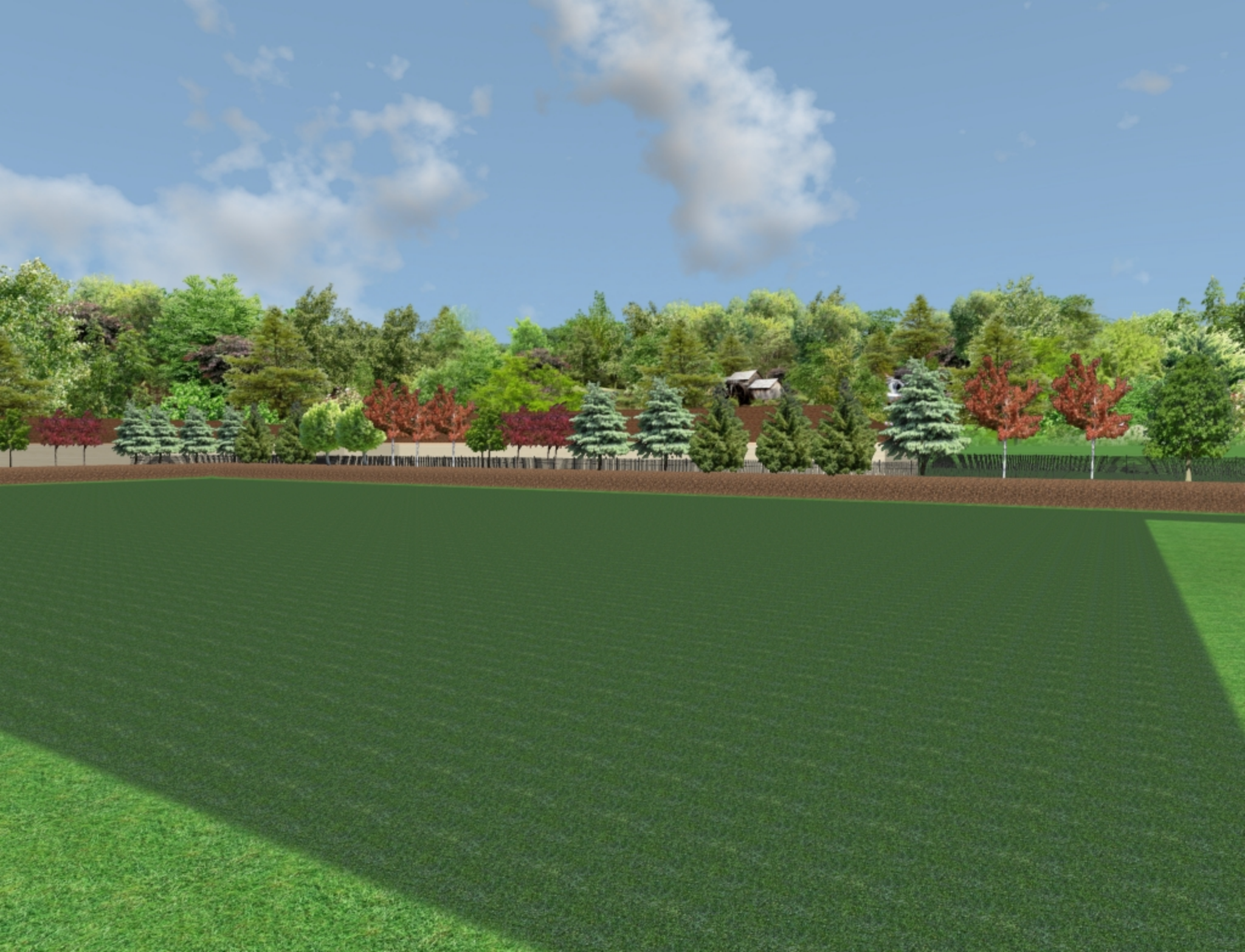
Exhibit "B"

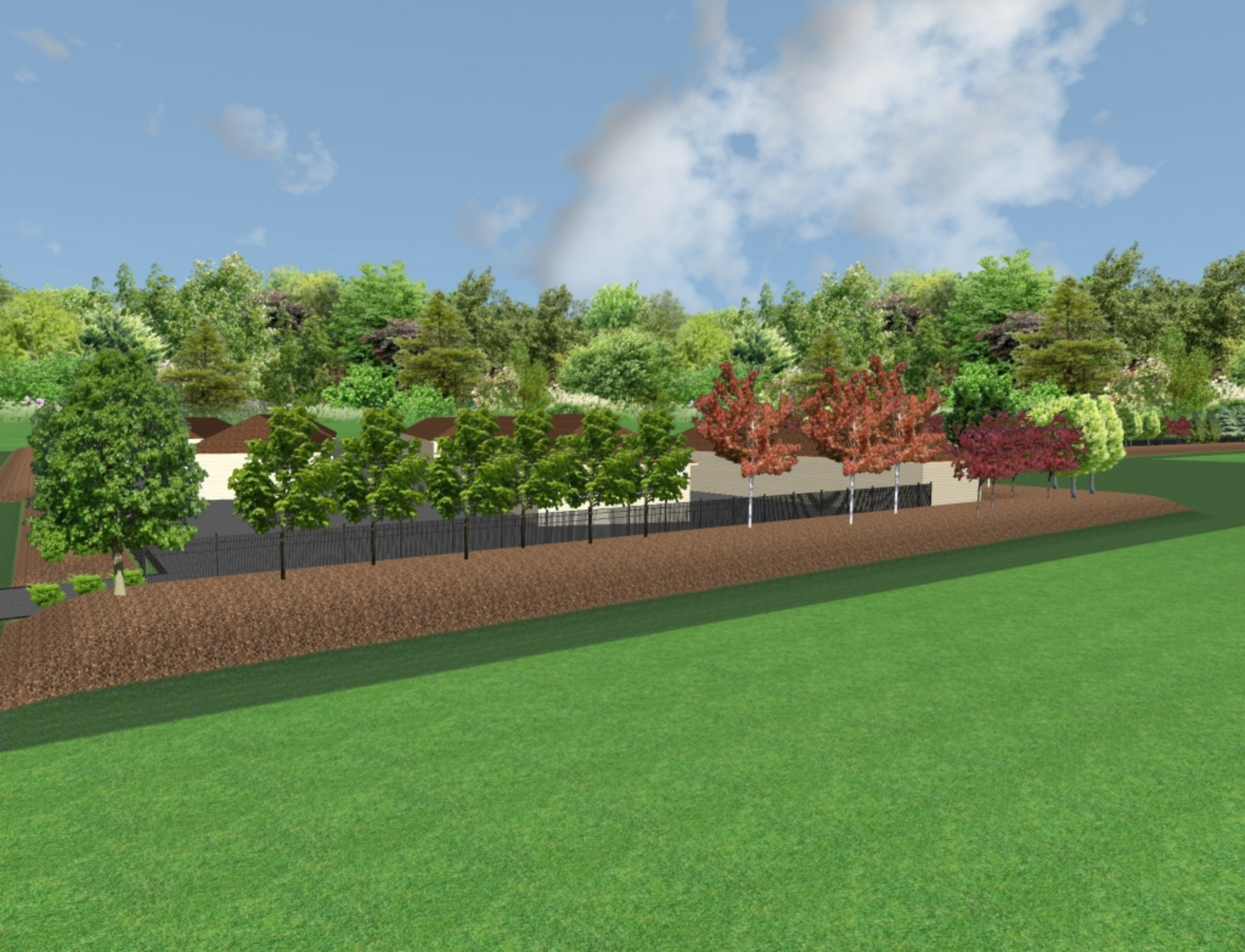




Plant Legend					
Symbol	Qty	Size	Common	Botanical	Spacing
	4	2"	State Street Maple	Acer miyabei 'State Street'	18'
	17	2"	Hot Wings Maple	Acer tataricum 'Garann'	10'
	8	2"	Autumn Blaze Maple	Acer x freemanii 'Autumn Blaze'	18'
	51	2G	Sea Green Chinese Juniper	Juniperus chinensis 'Sea Green'	
	13	2"	Crabapple	Malus hybrid 'Prairiefire'	10'
	14	4'	Black Hills Spruce	Picea glauca	12'
	13	4'	Blue Spruce	Picea pungens	12'
	8	2"	London Plane Tree	Platanus x acerifolia	20'
	3	2"	Heritage Oak	Quercus x macdanielii 'Clemons'	18'
	16	2"	Regal Prince Oak	Quercus x warei 'Long'	


(2) Miyabei Maple
Acer miyabei 'State Street'
(4) Hot Wings Maple
Acer tataricum 'Garann'
(3) Blue Spruce
Picea pungens
(4) Black Spruce
Picea mariana
(3) Blue Spruce
Picea pungens
(4) Black Spruce
Picea mariana
(3) Crabapple
Malus hybrid 'Prairiefire'
(2) Hot Wings Maple
Acer tataricum 'Garann'
(3) London Plane Tree
Platanus x acerifolia
(2) Heritage Oak
Quercus x macdanielii 'Clemons'
(2) Maple
Acer x freemanii 'Autumn Blaze'
Blue Spruce
Picea pungens
(3) Black Spruce
Picea mariana
(2) Blue Spruce
Picea pungens
(3) Crabapple
Malus hybrid 'Prairiefire'
(2) Hot Wings Maple
Acer tataricum 'Garann'
(3) Maple
Acer x freemanii 'Autumn Blaze'
(2) London Plane Tree
Platanus x acerifolia
(3) Black Spruce
Picea mariana
(4) Blue Spruce
Picea pungens
(2) Crabapple
Malus hybrid 'Prairiefire'
Crabapple
Malus hybrid 'Prairiefire'
(2) Miyabei Maple
Acer miyabei 'State Street'
(3) Hot Wings Maple
Acer tataricum 'Garann'
(3) London Plane Tree
Platanus x acerifolia
(4) Crabapple
Malus hybrid 'Prairiefire'
(3) Maple
Acer x freemanii 'Autumn Blaze'
(6) Hot Wings Maple
Acer tataricum 'Garann'
Heritage Oak
Quercus x macdanielii 'Clemons'
(2) Regal Prince Oak
Quercus x warei 'Long'
Regal Prince Oak
Quercus x warei 'Long'
(2) Regal Prince Oak
Quercus x warei 'Long'
(4) Regal Prince Oak
Quercus x warei 'Long'
(51) Sea Green Chinese Juniper
Juniperus chinensis 'Sea Green'
(4) Regal Prince Oak
Quercus x warei 'Long'
(3) Regal Prince Oak
Quercus x warei
LEVEE
TOTAL AREA IN FLOOD ZONE 159,150 S.F.
TOTAL DEVELOPED AREA IN FLOOD ZONE 38,877 S.F.
PROPOSED STORAGE BUILDING
MATCH LINE
SITE PLAN / PLANTING PLAN KEY
SCALE 1"=60'-0"





CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 4.21.20	SUBMITTED BY: City Administrator	CDD

AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Agreement with the Bellevue Chamber of Commerce outlining compensation for Fiscal Year 2020 for rebranding and marketing.

SYNPOSIS/BACKGROUND:

The City Council previously approved funding in the amount of $100,000 for compensation to the Bellevue Chamber of Commerce for rebranding and marketing. The Bellevue Chamber of Commerce has contracted with OBI Creative for services. This agreement between the City of Bellevue and the Chamber of Commerce outlines the agreement and compensation of $100,000 to the Chamber for the fiscal year 2020.

FISCAL IMPACT: $100,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Agreement between City of Bellevue and Chamber of Commerce

CONTRACT EFFECTIVE DATE: 4.21.20 CONTRACT TERM: 1 year CONTRACT END DATE: 9.30.20

PROJECT NAME: Compensation Agreement for marketing and rebranding services with the Chamber

START DATE: 4.21.20 END DATE: 9.30.20 PAYMENT DATE: Upon invoice INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: 23-CONT ACCOUNT NUMBER: 6033

RECOMMENDATION:

Recommend approval of the Agreement between the City of Bellevue and the Chamber of Commerce outlining the funds already approved by the Council.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

*16b.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 4-21-20	SUBMITTED BY: Interim Chief Dargy	
AGENDA ITEM:	CONSENT AGENDA ☑	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:
Dillon Brothers 2020 Kawasaki User Relations Loan Agreement

SYNPOSIS/BACKGROUND:
Dillon Brothers Motor Sports is offering to loan two (2) side by side utility vehicles to the City of Bellevue, one (1) to the Fire Department and one (1) to the Police Department to use at no cost for several months.

FISCAL IMPACT: NONE BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
Approve Mayor to sign 2020 Kawasaki User Relations Loan Agreement Form.

ATTACHMENTS:

1. 2020 User Loan Agreement	2. Memo from Fire and Police rep	3. Automobile Insurance ID card
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brey Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

Kawasaki

2020 KAWASAKI USER RELATIONS LOAN AGREEMENT FORM

PROGRAMS ADMINISTRATION APPROVAL REQUIRED prior to the dealer's issuance of product to requesting agency.

Loan Program (check one): ☐JET SKI® watercraft ☑Side x Side Vehicle

Dealer Number 0737 Dealership Dillon Brothers MotorSports

Address 3848 N HWS Cleveland Blvd City Omaha State NE Zip 68116

Telephone Number 402-556-3333 Email or Fax Number mark@dillon-brothers.com

Borrowing Agency Information:

Borrowing Agency City of Bellevue

Address 1500 Wall St City Bellevue State NE Zip 68005

Telephone Number 402-293-3000 Fax Number 402-293-3090 Email: larry.lampman@bellevue.net

DEALER AGREES:

- to provide, at no cost to the Borrowing Agency ("Borrower"), for the borrower's exclusive use, Kawasaki Vehicle(s) for the period specified herein;
- to prepare and service such Kawasaki Vehicle(s) in accordance with manufacturer's specifications prior to delivery to requesting agency;
- to provide basic maintenance under normal conditions of wear on the Kawasaki Vehicle(s) during the loan period at no cost to the borrower unless otherwise specified.

BORROWING AGENCY AGREES:

- that the Kawasaki Vehicle(s) will be used exclusively for purposes directly related to the agency's mission or role in patrol, enforcement, rescue, or education;
- that the Kawasaki Vehicle(s) will be used exclusively by persons who have received instruction in the proper operation of the Kawasaki Vehicle(s);
- to assure performance of normal and necessary "owner" maintenance, as described in the Owner's Manual for the Kawasaki Vehicle(s), unless such maintenance is, by agreement of dealer, to be performed by dealer;
- to exercise appropriate care to protect the Kawasaki Vehicle(s) from damage or deterioration;
- to pay for repair of damage or deterioration which exceeds normal wear and tear;
- to return the Kawasaki Vehicle(s) to the dealer promptly at the end of the loan period;
- to provide and maintain at its own expense Bodily Injury and Property Damage Liability Insurance covering the use of the Kawasaki Vehicle(s) during the time the vehicle is in the possession of the Borrower, and to submit a Certificate of Insurance to Dealer and Kawasaki within ten (10) business days from receipt of the Kawasaki Vehicle(s);
- to release, hold harmless and indemnify the Dealer, Kawasaki Motors Corp., U.S.A. ("KMC") and all affiliated companies from and against any and all liability by any party, including attorney's fees and expenses, arising out of the use or operation of the loaned Kawasaki Vehicle(s).

NOTE: To ensure that the loan period is not interrupted or canceled, the detailed Letter of Intent from the Borrower on agency's official letterhead, and proof of insurance are required.

VEHICLE PROVIDED: Please fill in complete VIN/HIN for each unit in dealer inventory; OR Initial here _____ if you want to order unit(s) from KMC (if available) then list the model year and complete model number below.

FOR KMC OFFICE USE ONLY: Status Reviewed By: Date:

Seq. Nbr	Model Year	MODEL	PLEASE LIST ENTER VIN/HIN FOR EACH UNIT	YES	NO	NEW INVOICE NUMBER / DATE	KMFC Flooring Payment Due Date		Check If Completed:
1.	2020	KAF700BLF	RGSW643A4LB360391						Letter Of Intent received
2.	2020	KAF400TLF	JK1AFET11LB501857						Proof of insurance received
3.									Authorized to release unit(s).
4.									Program Code:

Check here for intended vessel/vehicle usage: ○ Lifesaving ◉ Law Enforcement ○ Search and Rescue ○ Education ○ Other (List):

LOAN PERIOD: (Min: 3 Months/ 90 days; Max:11 Months/335 days) Start Date of Loan Period: 4-21-20 End Date of Loan Period: 11-21-20

This agreement shall take effect when signed by authorized representatives of the dealer and the borrower. The undersigned is authorized to execute this agreement on behalf of the Borrower.

DEALER SIGNATURE	NAME & TITLE (PLEASE PRINT) Mark Gifford GM	DATE:
BORROWING AGENCY SIGNATURE	NAME & TITLE (PLEASE PRINT)	DATE:

For complete program details and guidelines, see Sales Bulletin 20-15 ALL dated March 31, 2020
Questions? CALL (949) 770-0400 Extension #2716 to reach Kawasaki Programs Administration

DEALER: Mail, FAX (949-460-5586) or email (ProgramsAdmin@kmc-usa.com) all required documents to KMC. March 31, 2020

Kawasaki Motors Corp., U.S.A. • ATTN: Programs Administration • P.O. Box 25252 • Santa Ana • CA 92799-5252

Bellevue Police Department

1510 Wall Street
Bellevue, Nebraska 68005
(402) 293-3100 Fax (402) 293-3090

March 19th, 2020

Dillon Brothers
Motor Sports
3848 N HWS Cleveland BLVD
Omaha, NE 68116

The Bellevue Police and Fire Departments are requesting the use of two side by side utility vehicles from Dillon Brothers Motor Sports, Omaha, Nebraska, through the Kawasaki enforcement loaner program.

The Bellevue Police and Fire Departments intend to use the utility vehicles for special events such as parades, large community gatherings and search and rescue on difficult terrain.

All the police and fire personnel who will be using the vehicles will have received the minimum four hour safety training course on the vehicle and its proper operation.

If you have any questions feel free to call me at 402-293-3100.

Thank you,

Capt Dave Stukenholtz
Bellevue Police Department

Assistant Chief Steve Betts
Bellevue Fire Department

AUTOMOBILE INSURANCE IDENTIFICATION CARD
Nebraska

Company #: Company Name: The Travelers Indemnity Company
The above insurer certifies that the coverage provided by this policy meets the minimum liability limits prescribed by the law.

Name and Address of Insured
CITY OF BELLEVUE
1500 WALL STREET
BELLEVUE NE 68005

POLICY NUMBER
810-2C411680.
EFFECTIVE DATE
10/1/2019
EXPIRATION DATE
10/1/2020

VEHICLE DESCRIPTION

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
All Owned, Non-owned and Hired Vehicles		

Agent: Lockton Companies
Claim Reporting Number:
Note: Lockton is not the insurance carrier.

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

*16c.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/21/2020		SUBMITTED BY: Jim Ristow			
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve mutual aid agreement between United Cities of Sarpy County for reciprocal disaster response and recovery assistance.

SYNPOSIS/BACKGROUND:

Recognizing that emergencies may require assistance or aid in the form of emergency services, personnel, facilities, equipment, materials and/or other resources from outside the area of impact, the signatory parties hereby enter into a mutual aid agreement.

FISCAL IMPACT: None | BUDGETED FUNDS?: NO | GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	NO	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	YES
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:		INSURANCE REQUIRED:	NO
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

City Council to approve the mutual aid agreement between the United Cities of Sarpy and the City of Bellevue and for the Mayor to sign.

ATTACHMENTS:

1. Mutual aid agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: D. Bruce Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

SARPY COUNTY AND UNITED CITIES OF SARPY COUNTY MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the "Agreement") is made and entered into this_____ day of _____, 20____ by, between, and among the City of Papillion, Nebraska (hereinafter referred to as "Papillion"), the City of La Vista, Nebraska (hereinafter referred to as "La Vista"), the City of Gretna, Nebraska (hereinafter referred to as "Gretna"), the City of Bellevue, Nebraska (hereinafter referred to as "Bellevue"), the City of Springfield, Nebraska (hereinafter referred to as "Springfield"), and Sarpy County, Nebraska (hereinafter referred to as "Sarpy") (singularly "Party", and collectively "Parties").

WHEREAS, it is desirable and necessary for the protection of life, property, and the environment that each of the Parties hereto voluntarily aid and assist each other by the interchange of services and resources in the event of an emergency; and

WHEREAS, the Parties have determined that it would be in their best interests to enter into a Mutual Aid Agreement that implements a plan and sets forth procedures and responsibilities of the Parties whenever emergency services, personnel, facilities, equipment, materials, and/or other resources are provided from one Party to another; and

WHEREAS, the Federal Government, through its Federal Department of Homeland Security and Federal Emergency Management Agency ("FEMA"), has recommended and actively encourages the formation of mutual aid agreements between local jurisdictions for reciprocal disaster response and recovery assistance; and,

WHEREAS, such an Agreement is in accord with the Nebraska Emergency Management Act ("Act") set forth in Neb. Rev. Stat. §§ 81-829.36 et seq., and the Nebraska Interlocal Cooperation Act set forth in Neb. Rev. Stat. §§ 13-801 et seq.; and

WHEREAS, no Party should be in a position of unreasonably depleting its own resources or services providing such mutual aid.

NOW, THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

Recognizing that emergencies may require aid or assistance in the form of emergency services, personnel, facilities, equipment, materials, and/or other resources from outside the area of impact, the signatory Parties hereby enter into a Sarpy County and United Cities of Sarpy County Mutual Aid Agreement. Through the Agreement, Parties coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for this Sarpy County and United Cities of Sarpy County Mutual Aid Agreement.

II. DEFINITIONS

A. AREA OF OPERATION – A geographic area in which emergency Sarpy County or United Cities of Sarpy County operations are conducted.

B. ASSISTANCE –Services, personnel, facilities, equipment, materials, and/or other resources to address an Emergency, except for mutual aid provided by police, fire, or sheriff's department personnel and related costs.

C. AUTHORIZED REPRESENTATIVE(S) – An official or designated employee of a Party authorized by that Party to request or offer assistance under the terms of the Agreement.

D. EMERGENCY – A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, or financial loss, and includes, but is not limited to, fire, explosion, flood, storm, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage, and war that is, or could reasonably be, beyond the capability of the resources of a Party to fully manage and mitigate internally.

E. INCIDENT COMMANDER – The person responsible for all aspects of an emergency response, including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved.

F. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) – A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

G. PERIOD OF ASSISTANCE – A specified period of time when a Providing Party assists a Requesting Party. The period commences when resources depart from Providing Party's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to, or recovery from, an emergency as previously defined.

H. PROVIDING PARTY – A Party that provides Assistance to a Requesting Party.

I. REQUESTING PARTY – A Party that requests Assistance from other Parties.

J. SARPY COUNTY LOCAL EMERGENCY OPERATIONS PLAN ("LEOP") – The plan approved by the governing bodies of Sarpy County and the United Cities of Sarpy County to establish policies, plans, guidelines, and procedures with respect to Emergencies, consistent with applicable requirements including NIMS, which plan, as adopted or amended from time to time, is incorporated into this Agreement by reference.

III. APPLICABILITY

This Agreement is available and applicable to all Parties upon signing of the Agreement. This Agreement shall not apply to mutual aid provided by police, fire, or sheriff's departments and related costs.

IV. PROCEDURES

In the event that a particular Party becomes a Requesting Party, the following procedures shall be followed:

A. A Party shall not be held liable for failing to serve as a Providing Party.

B. Each Providing Party may respond, when practicable, to requests for Assistance by providing such resources as are reasonably available to the Providing Party. The Providing Party shall have the sole discretion of determining which resources are reasonably available.

C. The execution of this Agreement shall not create any duty to respond on the part of any Party.

D. The Requesting Party may contact participating Parties that may be able to provide the requested resources.

E. Necessary information in accordance with the procedures defined in this Agreement shall be shared between Requesting and Providing Parties.

F. When contacted by a Requesting Party, the Authorized Representative of a Party shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Party is capable and willing to provide assistance, the Authorized Representative shall notify the Requesting Party and provide the Requesting Party with the information as required.

G. The Requesting Party shall designate an Incident Commander to manage all aspects of the response to the Emergency under this Agreement. The Providing Party shall designate an Authorized Representative to address issues regarding its provision of Assistance under this Agreement. The Incident Commander shall exercise operational control of all Assistance provided by all sources, including that provided by any Providing Party, to respond to the emergency. The Incident Commander shall provide work assignments for provided personnel and shall schedule and arrange for the use of provided materials or other resources. The Incident Commander shall supervise the safety of personnel and resources provided by a Providing Party, and regularly report work progress to the Authorized Representative of the Providing Party. Notwithstanding the authority granted the Incident Commander under this Agreement, the Authorized Representative of a Providing Party shall have the power to prohibit or limit any proposed use of its Assistance, upon notice to the Incident Commander. The designated Authorized Representative of the Providing Party shall maintain daily personnel time records and a log of equipment hours (including breakdowns or damage, if any).

H. When possible, the Requesting Party shall supply reasonable food and shelter for the Providing Party personnel. If the Requesting Party does not provide food and shelter for the Providing Party, the Providing Party's Authorized Representative is authorized to secure, at the expense of the Requesting Party, the resources reasonably necessary to meet the needs of its personnel in coordination with the Requesting Party's procedures. The cost for such resources shall not exceed the state per diem rate for that area, unless

the Providing Party documents and demonstrates that the additional costs were reasonable and necessary under the circumstances.

I. The Requesting Party's Incident Commander shall provide a communications plan to the Authorized Representative of the Providing Party prior to arrival.

J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS).

K. The Incident Commander shall, as soon as reasonably possible, release the resources of the Providing Party from the Emergency. The resources of the Providing Party shall, if practical, be released before the resources of the Requesting Party are released.

L. To the extent permitted by law, Providing Party personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

M. Resources of the Providing Party shall be released from the Emergency when it is determined by the Incident Commander that the services provided by the Providing Party are no longer required or when the Authorized Representative of the Providing Party informs the Incident Commander that the resources provided by the Providing Party are otherwise needed by the Providing Party.

N. Each Party shall provide its own credentialing for identification purposes.

V. REIMBURSABLE EXPENSES

The Requesting Party shall reimburse the Providing Party for each of the following categories of costs incurred during the specified Period of Assistance. This Agreement, and the duty to reimburse, shall apply to all emergencies or disasters involving any mutual aid assistance, except for mutual aid among police, fire, or sheriff's departments. This Agreement, and the duty to reimburse, shall not be contingent upon any declaration or reimbursement decision of FEMA or similar State agencies.

A. Personnel – The Providing Party shall be reimbursed by the Requesting Party for personnel costs incurred for work performed during the specified Period of Assistance. Providing Party personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. Providing Party's Authorized Representative must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Party reimbursement to the Providing Party could consider all personnel costs, including salaries or hourly wages, overtime, costs for fringe benefits, and indirect costs.

B. Equipment – The Requesting Party shall reimburse the Providing Party for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Providing Party in good working order in accordance with applicable requirements including, without limitation, NIMS, as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If the Providing Party wishes to use rates different from those in the FEMA Schedule of Equipment Rates, the Providing Party must first provide such rates orally or in writing to the Requesting Party prior to supplying the equipment, and also obtain the Requesting Party's written consent, all prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If the Providing Party must lease a piece of equipment while its equipment is being repaired, the Requesting Party shall reimburse the Providing Party for such rental costs.

C. Materials and Supplies – The Requesting Party must reimburse the Providing Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Providing Party must not charge direct fees or rental charges to the Requesting Party for other supplies and reusable items that are returned to the Providing Party in a clean, damage-free condition. Reusable supplies that are returned to the Providing Party with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – The Providing Party must provide an itemized bill to the Requesting Party for all expenses incurred by the Providing Party while providing assistance under this Agreement. The Providing Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Providing Party may request additional periods of time within which to submit the itemized bill, and the Requesting Party shall not unreasonably withhold consent to such request. The Requesting Party must pay the bill in full on or before the sixtieth (60th) day following the billing date. The Requesting Party may request additional periods of time within which to pay the itemized bill, and Providing Party shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Party.

E. Records – Each Party shall document and maintain records of costs and other matters in connection with this Agreement in accordance with applicable requirements, including, without limitation, NIMS. Each Providing Party and their duly authorized representatives shall have access to a Requesting Party's books, documents, notes, reports, papers, and records that are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance, or regulatory audit. Each Requesting Party and their duly authorized representatives shall have access to the Providing Party's books, documents, notes, reports, papers, and records that are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance, or regulatory audit. Such records shall be maintained for at least five (5) years or longer where required by law.

VI. INSURANCE

Except as otherwise provided in subsection IXA below, each Party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Party may enjoy.

VII. INTERLOCAL COOPERATION ACT PROVISIONS

This Agreement does not create any separate legal or administrative entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the Authorized Representatives of the Parties, acting as a joint board.

This Agreement does not authorize the levying or collecting of any tax. Each Party shall be responsible for establishing and maintaining its own budget, for financing its own duties, and for acquiring, holding and disposing of its own property, except as specifically provided by this Agreement.

No real or personal property shall be acquired jointly by the Parties to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Parties, which writing shall specify the method for disposing of such joint property upon partial or complete termination. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, it shall do so in the same manner that it deals with other property of such Party.

VIII. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law or other agreement.

IX. INDEMNIFICATION AND HOLD HARMLESS

A. Subject to the Nebraska Political Subdivisions Tort Claims Act, including liability limitations thereunder, each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless each other Party ("Indemnified Party") and the officers, employees, and representatives of the Indemnified Party, if they are acting within the course and scope of their duties, from all claims, suits, actions, damages, and costs of every kind, including but not limited to, reasonable attorney's fees and court costs, proximately caused by the negligence of the Indemnifying Party or the officers, employees, or representatives of the Indemnifying Party in the performance or provision of services or materials under this Agreement, except to the extent the same are proximately caused by the negligence of the Indemnified Party or the officers, employees, or representatives of the Indemnified Party. This Agreement shall not be construed to be a waiver of any rights or protections provided to any Party.

B. Subject to the foregoing, nothing in this Agreement shall be construed as an agreement by a Party to indemnify, defend, or hold harmless, or in any way assume liability, if there

is a determination that any personal injury, death, or property loss or damage was caused by the negligence of any other Party or person.

C. Subject to subsection IXA above, nothing herein shall be construed to waive any of the privileges and immunities associated with the provision of materials, equipment, or emergency or other services of any of the Parties. No Party waives any defenses or immunity available, nor does any Party waive any limits of liability.

D. Subject to subsection IXA above, each Party shall be solely responsible for providing workers' compensation, insurance, and benefits for its own personnel who provide Assistance under this Agreement unless the Parties otherwise agree. Each Party shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

X. TERM

This Agreement shall have an initial term of thirty (30) years commencing upon the effective date of this Agreement.

XI. TERMINATION

Any Party may terminate its obligations under and participation in this Agreement, with or without cause, by giving at least thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any Party shall not affect the validity of this Agreement as to the remaining Parties. Withdrawal from this Agreement shall in no way affect a Requesting Party's duty to reimburse the Providing Party for costs incurred during a Period of Assistance that occurred during the term of this Agreement, which duty shall survive such withdrawal.

XII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole agreement of the Parties, written or oral, relating to the subject matter of this Agreement. This Agreement may not be amended without the prior written approval of all Parties. Whenever used in this Agreement the term "include", "included", "including" or words of similar import shall be construed as if followed by the phrase "without limitation". This Agreement shall not supersede any preexisting agreement of any Party for mutual aid provided by the police, fire, or sheriff's departments.

XIII. DISPUTES

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Parties may first attempt to resolve the dispute by negotiation, followed by mediation. Each Party involved in such a controversy or claim shall bear its own costs for dispute resolution.

XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

XV. **NO THIRD PARTY BENEFICIARIES**

This Agreement is not intended to benefit any party or person not named as a Party specifically herein.

XVI. **EFFECTIVE DATE**

This Agreement shall be effective as to a particular Party executing this Agreement upon the date of execution of this Agreement by that Party.

XVII. **AUTHORIZATION**

The individuals signing this Agreement on behalf of their respective Parties confirm that they are a duly Authorized Representative of the Party and are lawfully enabled to sign this Agreement on behalf of the Party.

XVIII. **COUNTERPARTS**

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

XIX. **GOVERNING LAW**

This Agreement shall be governed by, construed, and carried out in accordance with all applicable requirements, including without limitation the applicable laws, rules, and regulations of the United States and the State of Nebraska, NIMS, and LEOP, as adopted or amended from time to time.

XX. **FILING OF AGREEMENT**

An executed counterpart of this Agreement shall be filed with the keeper of records of each Party. In witness whereof, each Party hereto has executed this Agreement on the respective signature page of that Party as of the date specified by its signature block.

XXI. **PERSONNEL NOT AGENTS**

The employees of the Parties providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the Party that hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each Party shall hold the other harmless therefrom. Except as otherwise provided in subsection IXA above, the Parties shall not be liable for compensation or indemnity to any other Party's employee for any injury or sickness arising out of his or her employment, and the Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of his or her employment, and each Party hereby agrees to hold the other Party harmless against any such claim.

XXII. ADDITIONAL PARTIES

Any subdivision of the State of Nebraska not specifically named herein ("Prospective Party") which shall hereafter sign this Agreement or a copy hereof shall become a Party. Any Prospective Party that becomes a newly accepted Party is entitled to all the rights and privileges and is subject to the obligations of any Party as set out herein.

XXIII. NON-DISCRIMINATION

Notwithstanding anything in this Agreement to the contrary, each Party agrees that it and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin.

XXIV. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing service 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.

For any contract between a Party and a Contractor in furtherance of this Agreement, 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 WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the date of the last signature affixed hereon. Executed on the dates indicated with the signatures below.

[Signatures on Following Pages]

CITY OF PAPILLION,
A Municipal Corporation

Date: _____

By: _____
David P. Black, Mayor

Attest:

_____
Nicole L. Brown, City Clerk

SEAL

CITY OF LA VISTA,
A Municipal Corporation

Date: _____

By: _____
Douglas Kindig, Mayor

Attest:

_____
Pamela A. Buethe, City Clerk

SEAL

CITY OF GRETNA,
A Municipal Corporation

Date: _____

By: _____
James W. Timmerman, Mayor

Attest:

_____
Tammy L. Tisdall, City Clerk

SEAL

CITY OF BELLEVUE,
A Municipal Corporation

Date: _____

By: _____
Rusty Hike, Mayor

Attest:

_____
Susan Kluthe, City Clerk

SEAL

CITY OF SPRINGFIELD,
A Municipal Corporation

Date: _____

By: _____
Robert Roseland, Mayor

Attest:

_____
Kathleen Gottsch, City Clerk

SEAL

SARPY COUNTY,
A Body Politic and Corporate

Date: _____

By: _____
Don Kelly, Chairman of the Sarpy County
Board of Commissioners

Attest:

_____
Deb Houghtaling, County Clerk

SEAL

16d.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/21/2020	SUBMITTED BY: Mike Christensen	Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☑	OTHER ☐

SUBJECT:

Accept the low proposal for the demo of 7952 S 25th St. Bellevue, NE.

SYNPOSIS/BACKGROUND:

Accept proposal #2 from Anderson Excavating Co. in order to carry out the condemnation order to demolish the structures located at 7952 S 25th ST. Bellevue, NE - The financing for this demolition will need to come from the Community Betterment Funds.

FISCAL IMPACT: $18,938.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES 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: 19-P&I ACCOUNT NUMBER: 6260

RECOMMENDATION:

Accept proposal recommended by the Chief Building Inspector for the demolition and removal of the debris from the structures located at 7952 S 25th St. Bellevue, NE and authorize funding from the Community Betterment Fund.

ATTACHMENTS:

1. Christensen Excavating proposal
2. Anderson Excavating proposal
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

#1

Proposal

Page # _____ of _____ pages

CHRISTENSEN EXCAVATING CO., INC.
6625 "C" St.
OMAHA, NEBRASKA 68106

PHONE: (402) 393-2917
CELL: (402) 677-5550

JUST CAT'N AROUND

PROPOSAL SUBMITTED TO: City of Bellevue	JOB NAME	JOB #
ADDRESS	JOB LOCATION 7952 S. 25	
	DATE April 14, 2020	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for: Asbestos Inspections on House and all sheds.
Have Abatement done on any Asbestos found.
Remove Septic tank and shut off water.
Get wrecking permit.
Demolition done on House and all sheds, all footings will be removed
and filled with dirt.
All damaged areas will be graded and then seeded

$ 22,750.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:
$ Twenty Two Thousand Seven Hundred Fifty Dollars _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

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

Signature _____

Date of Acceptance _____ Signature _____

#2

PROPOSAL

ANDERSON EXCAVATING CO., INC.

1920 Dorcas Street
Omaha, Nebraska 68108
Phone: 402-345-8800
Fax: 402-345-2420

An Equal Opportunity Employer

Submitted To: Mike Christensen
City of Bellevue
1510 Wall St.
Bellevue, NE. 68005

Phone: 402-293-3015 **Date: 04/13/20**
Project: House Demolition
Location: 7952 S. 25th St. Bellevue, NE.
Email: mike.christensen@bellevue.net

Demolition of House

1. Provide Certificate of Insurance for our work.
2. All Salvage to become Property of This Contractor Upon Notice to Proceed
3. Provide all labor, equipment, and supervision for the removal and disposal of all asbestos containing Materials in accordance with all city, county, state, and EPA regulations if ACM present.
4. Disconnect all utilities to city codes.
5. Obtain Demolition Permit.
6. Provide all labor, equipment and supervision, for the complete demolition and removal of house Including footings and foundations.
7. Load and dispose of trash & debris on the property.
8. Dispose of all rubble & debris at licensed landfill of recycling facility.
9. Backfill and grade to drain.
10. Seed.

TOTAL PRICE FOR ABOVE WORK: $18,938.00

We here propose hereby to fur material & labor complete in accordance with the above specifications, for the sum of: EIGHTEEN THOUSAND, NINE HUNDRED AND THIRTY-EIGHT DOLLARS AND ZERO CENTS.
PAYMENT DUE TEN DAYS FROM INVOICE.

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

Authorized Signature: James D. Anderson
James D. Anderson, Project Estimator

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

The contract price, unless otherwise arranged in writing is due 10 days upon completion and is thereafter delinquent. The delinquent Account will then bear interest or finance charges at the rate of 1.5% per month on the unpaid balance or an annual rate of 18% per annum.

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

Signature _____ Date _____

16e.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/21/2020	SUBMITTED BY:	Mike Christensen		Permits & Inspections	
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	[ ]
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Accept the low proposal for the demo of 3515 Schneekloth Rd.Bellevue, NE 68123 (Barn Structure)

SYNPOSIS/BACKGROUND:

Accept proposal #1from Christensen Excavating Co. in order to carry out the condemnation order to demolish the barn structure located at 3515 Schneekloth Rd. Bellevue, NE - The financing for this demolition will need to come from the Community Betterment Funds.

FISCAL IMPACT: $25,500.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	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:	FEMA20170601	ACCOUNT NUMBER:	6260		

RECOMMENDATION:

Accept proposal recommended by the Chief Building Inspector for the demolition and removal of the debris from the barn structure located at 3515 Schneekloth Rd. Bellevue, NE and authorize funding from the Community Betterment Fund.

ATTACHMENTS:

1.	Christensen Excavating proposal	2.	Anderson Excavating proposal	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

#1

Proposal

Page # _____ of _____ pages

CHRISTENSEN EXCAVATING CO., INC.
6625 "C" St.
OMAHA, NEBRASKA 68106

PHONE: (402) 393-2917
CELL: (402) 677-5550

JUST CAT'N AROUND

PROPOSAL SUBMITTED TO: CITY OF BELLEVUE	JOB NAME	JOB #
ADDRESS	JOB LOCATION 3515 SCHWEEKLOTH	
	DATE APRIL 14, 2020	DATE OF PLANS
PHONE # / FAX #		ARCHITECT

We hereby submit specifications and estimates for: ASBESTOS INSPECTION AND ABATEMENT.
GET ALL PERMITS.
WRECK BARN AND HAUL AWAY.
REMOVE FOUNDATION EXCEPT THE WALL ON THE EAST SIDE TO HOLD BANK
WE WILL GRADE ANY DISTURBED AREAS.

$25,500.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:
$ TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

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

Signature _____

Date of Acceptance _____ Signature _____

#2

PROPOSAL

ANDERSON EXCAVATING CO., INC.

1920 Dorcas Street
Omaha, Nebraska 68108
Phone: 402-345-8800
Fax: 402-345-2420

An Equal Opportunity Employer

Submitted To: Mike Christensen
City of Bellevue
1510 Wall St.
Bellevue, NE. 68005

Phone: 402-293-3015 **Date: 04/13/20**
Project: Barn Demolition
Location: 3515 Schneekloth Rd. St. Bellevue, NE.
Email: mike.christensen@bellevue.net

Demolition of Barn

1. Provide Certificate of Insurance for our work.
2. All Salvage to become Property of This Contractor Upon Notice to Proceed
3. Provide all labor, equipment, and supervision for the removal and disposal of all asbestos containing Materials in accordance with all city, county, state, and EPA regulations if ACM present.
4. Disconnect all utilities to city codes.
5. Obtain Demolition Permit.
6. Provide all labor, equipment and supervision, for the complete demolition and removal of house Including footings and foundations.
7. Dispose of all rubble & debris at licensed landfill of recycling facility.
9. Backfill and grade to drain.
10. Seed.

TOTAL PRICE FOR ABOVE WORK: $28,050.00

We here propose hereby to fur material & labor complete in accordance with the above specifications, for the sum of: TWENTY-EIGHT THOUSAND AND FIFTY DOLLARS AND ZERO CENTS.
PAYMENT DUE TEN DAYS FROM INVOICE.

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

Authorized Signature: James D. Anderson
James D. Anderson, Project Estimator

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

The contract price, unless otherwise arranged in writing is due 10 days upon completion and is thereafter delinquent. The delinquent Account will then bear interest or finance charges at the rate of 1.5% per month on the unpaid balance or an annual rate of 18% per annum.

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

Signature _____ Date _____

16f.
4/21/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/21/2020	SUBMITTED BY: Mike Christensen	Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☑	OTHER ☐

SUBJECT:

Accept the low proposal for the demo of the structures located at 3510 Hancock St. Lots 1,2 & 3 Belllevue, NE 68005

SYNPOSIS/BACKGROUND:

Accept proposal #1from Anderson Excavating Co. in order to carry out the condemnation order to demolish the structures located at 3510 Hancock St. Lots 1,2, & 3 Bellevue, NE 68005

FISCAL IMPACT: up to $1,202,800.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES 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: FLOOD511904 ACCOUNT NUMBER: 6260

RECOMMENDATION:

Accept proposal for the demolition and removal of the debris from the structures located at 3510 Hancock St. Lots 1,2 & 3 Bellevue, NE 68005 and authorize funding from the Community Betterment Fund

ATTACHMENTS:

1. Anderson Excavating proposal	2. Heimes Corp proposal	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

#1

BIDDER: Anderson Excavating Co.

Project: City of Bellevue
"DEMOLITION PROPOSAL"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for **"DEMOLITION PROPOSAL FOR 3510 HANCOCK ST. UNITS 1 THROUGH 72 LOT 1 PARADISE PARK, UNITS 73 THROUGH 120 LOT 2 PARADISE PARK, UNITS 124 THROUGH 152 – 154 THROUGH 167 – 169 THROUGH 187 – 232 THROUGH 234 – 239 THROUGH 247 LOT 3 PARADISE PARK"** and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bond, a certified check or Company check made payable to the Treasurer, City of Bellevue, Nebraska and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within **(see Contractor's Work)** The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond, a certified check or Company check made payable to the City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price.** It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond, a certified check or Company check made payable to the City of Bellevue, Nebraska within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

#1

Respectfully submitted:

James D. Anderson – V.P.
Signature of Bidder - Title

Anderson Excavating Co.
Name of Company

1920 Dorcas St.
Omaha, NE. 68108
Business Address

402-345-8800
Phone Number

#1

ITEMIZED BID SCHEDULE

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Demolition Proposal for 3510 Hancock St. Units 1 through 72 Lot 1 Paradise Park, Units 73 though 120 Lot 2 Paradise Park, Units 124 through 152 - 154 through 167 - 169 through 187 - 232 through 234 - 239 through 247 Lot 3 Paradise Park.	194	$6,200.00	$1,202,800.00

TOTAL $ 1,202,800.00

#2

BIDDER: Heimes Corp.

Project: City of Bellevue
"DEMOLITION PROPOSAL"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

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#2

Respectfully submitted:

Project Manager

Signature of Bidder - Title

Heimes Corp.

Name of Company

9144 S 147th Street, Omaha, NE 68138

Business Address

402.894.1000

Phone Number

#2

DESCRIPTION

ITEMIZED BID SCHEDULE

ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
194 houses	$ 14,600.00	$ 2,832,400.00
*Other work	$ 45,015.00	

TOTAL $ 2,877,415.00