

Bellevue City Council Meeting +++AMENDED AGENDA+++

Tuesday, May 3, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Walter Hooker, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the Amendments to the April 5, 2022 City Council Minutes. (highlighted in yellow)
 2. (*) Approval of the April 19, 2022 Board of Equalization Minutes.
 3. (*) Approval of the April 19, 2022 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend approval of the appointment of Randall Lasenburg to the Complete Streets for a four-year term, ending May 2026. (Mayor Hike)
 - b. (*) Recommend approval of the reappointment of Debra Stortvedt to the Bellevue Library Advisory Board for a five-year term, ending June 2027. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. + Ordinance No.4084: Request to rezone Lots 1 and 2, Overlook Addition, being a replant of Tax Lot 10B, located in the Southwest 1/4 of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska from AG to RS-120 for the purpose of single family residential development. Applicants: Cheryl and James Francois. General Location: 2006 Fairview Road. (Planning Manager) **(Item pulled by applicant)**
 1. + Request to Small Subdivision Plat Lots 1 and 2, Overlook Addition. **(Item pulled by applicant)**
 - b. Ordinance No. 4085: Request to rezone Lot 1, Powers Addition, from ML to RE for the purpose of single family residential development. Applicant: Jeremiah Winsor. General Location: 304 E. La Platte Road. (Planning Manager)
 - c. Ordinance No. 4086 (Annexation Area #1): Request to annex Sanitary and Improvement Districts # 67 Normandy Hills and # 242 Cedar View; and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Manager)
 - d. Ordinance No. 4087 (Annexation Area #2): Request to annex Tax Lot 9A1 except right of way, Section 23-13-13, Tax Lot 9B except right of way, Section 23-13-13, and the Irregular Northeasterly Part of Tax Lots 14A and 14B, Section 23-13-13; all located in Section 23, T13N, R13E of the 6th P.M.; and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Manager)
 - e. Ordinance No. 4088 (Annexation Area #3): Request to annex Tax Lots 5A and 16A and the Northeast ¼ of the Northwest ¼, and the North ½ of the Southeast ¼, West of Road, located in Section 23, T13N, R13E of the 6th P.M., and Part of Tax Lot 3, Lying West of 5th

Street, located in Section 14, T13N, R13E of the 6th P.M.; and all abutting rights-of-way.

Applicant: City of Bellevue. (Planning Manager)

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

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

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

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

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

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

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

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

13. ORDINANCES FOR INTRODUCTION (1st reading):

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


14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:


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

15. RESOLUTIONS:

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

16. CURRENT BUSINESS:

a.  Approve and authorize the Mayor to sign documents to release a CDBG Housing Rehabilitation Deed of Trust for 2110 Power Drive, after Loan Payoff. (Finance/CDBG Program Specialist)

b.  Approve and authorize the Mayor to sign the Lease Agreement - Addendum #2 with the Dept. of Administrative Services, on behalf of the DMV. (Administration)

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

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

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

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

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

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

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

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. **(Monthly reports are given at the first Council meeting of each month. April report is attached to the May 3rd Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b3.
5/3/2022

Bellevue City Council Meeting, April 19, 2022, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 19th of April 2022, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor Andrew Diorio, Midlands Bible Baptist Church, 2407 Chandler Road East, gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by Preister, to approve the consent agenda consisting of the following items: Acknowledge receipt of March 24, 2022 Planning Commission Minutes; Approval of the April 5, 2022 City Council Minutes; Acknowledge receipt of the 2021 Tree Board Report; Acknowledge receipt of the March 8, 2022 Tree Board Minutes; Approval of Claims; Recommendation to reappoint Joanne Langabee, Scott Evans, and Deborah Woracek to the Tree Board to serve another four-year term, ending May 2026; and Request to approve a 30-day filing extension for the Redwood 25 final plat, as per Section 4-11, Subdivision Regulations. Roll call to approve the consent agenda was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

SPECIAL PRESENTATIONS:

Proclamation declaring April 19, 2022 as "Arbor Day" in Bellevue, NE. (Green Bellevue Committee

Mayor Hike read and presented the Arbor Day Proclamation, declaring April 19, 2022 as "Arbor Day."

Mrs. Deborah Woracek, 1806 Main Street, Bellevue, provided an update on the tree board report.

Mrs. Joanne Langabee, 507 N. 3rd Street, Bellevue, provided additional information to the report. She mentioned this is the eleventh year the city is Tree City USA.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Request by Peter Grayson to address City Council regarding removal of the demolition order on 1302 Main Street Bellevue, Nebraska.

Mr. Ed Haseniager, 3934 N. 90th Street, Omaha, was present as the attorney representing Mr. Peter Grayson, owner of the property located at 1302 Main Street. He requested this item be reconsidered for demo. The applicant now has a licensed contractor who is willing to bring the property into compliance.

Mr. Peter Grayson, 816 Driftwood Drive, Papillion, was present to answer any questions.

Ms. Bree Robbins, City Attorney, advised there is no action being taken at tonight's meeting. The applicant requested to come speak in front of the council for reconsideration of the demo.

Mr. Mike Christensen, Chief Building Inspector, stated the initial notification process began July 14, 2021. The notification explained the damage to the house and why it was condemned. The notice clearly stated all the necessary repairs required to bring the property up to code. There was no response from the property owner. Three months later a second notice was mailed out containing the same information. There was no response. In March 2022, a notice was sent out explaining this property would go to City Council for ordering condemnation/demolition. This was the first time any response was received. There was an attempt, the week prior, to do work without a permit or a licensed contractor. This property is in violation of seven city ordinances.

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

Councilwoman Welch questioned if the council had voted to demo this property. Ms. Robbins explained this first went to City Council at the second meeting in March. The council then granted Mr. Grayson an extension to pull the necessary permits by April 5th. At the April 5th meeting Council was advised the necessary permits were not obtained and the Council voted to demo the property.

Councilwoman Welch questioned Mr. Christensen if he feels the property can now be brought into compliance now that there is a licensed contractor. Mr. Christensen stated as long as the contractor understands the scope of work. There are seven ordinances the property is in violation of.

Motion was made by Cook, seconded by Burns, to open this item for public hearing. Roll call vote to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

Mr. Joseph Antoniak, 7215 S. 21st Street, Bellevue, mentioned he is a licensed contractor. When he originally applied for the permits, he did not understand the scope of work. He advised he is willing to meet with Mr. Christensen to discuss the scope of work. He is confident he can bring the property up to code.

Councilwoman Welch questioned what the plan is. Mr. Antoniak advised once the permits are obtained the project should be completed in 30 to 60 days. He will plan a meeting with Mr. Christensen to discuss the scope of work. Conversation ensued.

Ms. Robbins explained procedurally, if the Council should choose to allow Mr. Grayson to make the necessary repairs, this item would need to come back to Council on May 3rd.

Councilwoman Welch questioned if the property owner can do work. Ms. Robbins explained discussion can take place on the scope of work, but no work can be done. Discussion followed.

Councilman Cook requested Mr. Antoniak describe the type of work he does. Mr. Antoniak stated he remodels homes, does fire restoration, and renovates apartment buildings. He has been doing construction since 1989. Councilman Cook questioned if he is confident, he can put a crew together and accomplish the scope of work in 30-60 days. Mr. Antoniak replied yes.

Mayor Hike stated it is not the city's wish to demo properties. It is a lot of work to go through this process and get to this point. To give someone another chance is not common. Conversation ensued.

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

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING (Second Reading):

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

Ordinance No. 4084: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 2006 Fairview Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Mr. Dennis Whitfield, 2913 Sheridan Road, was present as the land surveyor, on behalf of the applicants.

Councilman Cook questioned if both lots will share the existing driveway off Fairview Road. Mr. Whitfield explained both houses will share the existing driveway. Discussion followed.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

Request to Small Subdivision Plat Lots 1 and 2, Overlook Addition. (No Action Required)

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

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

Ordinance No. 4085: Ordinance No. 4084: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 304 E. La Platte Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Mr. Jeremiah Winsor, 2331 Hogantown Drive, mentioned he recently purchased the property at 304 E. La Platte Road and is requesting the property be zoned residential. He advised the house was not lived in for over twelve consecutive months, therefore it lost the residential zoning. He provided a brief history of the property and use of the properties in the surrounding area.

Councilman Cook inquired if there have been permits issued by the city to renovate this property.

Mr. Mike Christensen explained the previous owner had the property mitigated from flood damage and started the demo process. He did not have permits for the work, so had to stop. Mr. Winsor pulled a permit for meter repair for electricity and a siding permit.

Councilman Cook questioned Mr. Winsor if he had meet with the Permits and Planning to discuss the property would need to be rezoned before he purchased the property. Mr. Winsor replied yes.

Mrs. Tammi Palm, Land Use Manager, explained the property has always been zoned ML. It was a legal non-conforming structure. The house was grandfathered because of its age. The zoning ordinance states once the structure is not used for a consecutive twelve months then the property conforms with the existing zoning. Discussion followed.

Councilwoman Welch mentioned the Planning Commission voted to deny the request, she questioned why. Mrs. Palm advised the Future Land Use Map indicates this area as industrial zoning. Discussion followed on the future land use of the area and existing properties in the area.

Councilwoman Welch requested an explanation of the layout on the map. Mrs. Palm explained all the property used to be on the same lot. At some point the previous owner did an illegal subdivision and that is why there are two separate parcels. The house is on one lot and the outbuildings on another lot.

Councilman Burns questioned if the home by Fast Grass is residential. Mrs. Palm explained there is a house there, stating most of the uses in the area are legal nonconforming.

Councilman Burns inquired if the property were to be rezoned, what repercussion would there be. Mrs. Palm explained the property around it is under contract to an industrial developer. If the property is rezoned, the developer would be required to put in a landscape buffer yard screening against a residential zoning. They would lose 40 feet of the residentially zoned area. Discussion followed.

Conversation ensued on the compatibility zoning in the area for development and noncompliant structures.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

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

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

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

Mr. Dan Jamrozy, 15004 Normandy Blvd., spoke in opposition of the request. He questioned why Bellevue wants to annex the area when Normandy Hills is buffered by land and Offutt AFB. He questioned what Bellevue has planned for the area.

Mayor Hike explained annexation is a tool used for proper development of the city. He explained the city is surrounded by two rivers, one on the east and one on the west. Bellevue is also surrounded by Omaha, Papillion, Offutt AFB, the AICUZ zone, and flood plains/flood zones. There is not a lot of area for development or expansion of the city. The Highway 34 and Highway 75 interchange and Highway

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34 Corridor is vital to development and future growth. Mayor Hike explained there is some industrial development going to take place in the area. There is a project going on the northeast corner of Highway 34 and Highway 75. It would be a waste of city dollars to bring water and sewer to bring in development.

Mrs. Palm explained SID's are statutorily set up so that they're not designed to be SID's forever. Ultimately the goal is to be annexed into the city. Normandy Hills is currently in the city's two-mile Extra Territorial Jurisdiction, (ETJ). Therefore, the area follows the permit requirements, city codes, and zoning ordinances of the City of Bellevue. The reason being so when the neighborhood is annexed, they are already following the city's guidelines. The City of Bellevue's city limits is to the north of Normandy Hills. It is the natural growth and progression of the city.

Ms. Darci McAbee, 811 Cedar View Lane, resident of SID 242, spoke in opposition of the request. She stated she has concerns with industrial development in the area. There is only one entrance into the subdivision, and this would cause a huge increase in traffic. She mentioned there is a huge safety issue with having only one entrance. There have been a number of accidents, restricting entrance in and out of their subdivision. She inquired if this area would go to the bottom of the list for city services, such as salt and sand and snow removal.

Mrs. Palm advised the issue of a second entrance was discussed at the Planning Commission meeting. Through litigation brought about by the SID, it is clear the state and NDOT will not provide a secondary entrance. At this point, the neighborhood's best shot for a second entrance is through the city. With development to the south, the city is looking at options for a secondary entrance that would lead to Highway 34. Highway 34 is controlled access with a controlled access point that lines up with South 8th Street. Through the development in the area, this is something the city is planning for. The secondary access is being reviewed and planned by the city. Ms. McAbee questioned if this is a long term plan. Mrs. Palm replied not necessarily. With the development to the south, this could be done within a year or two.

Ms. McAbee questioned what the city is going to do for the area. He commented the annexation process, explaining the area is a logical place to annex.

Mayor Hike explained in 2019 the city annexed over 14,000 residents. Those residents were already using city streets and services. It about bringing the residents into the city. Conversation ensued.

Councilman Preister explained the area is in the city's ETJ. With that being said, the city had no authority to put in a second entrance. The annexation is the best option for a second entrance.

Councilman Cook commented the services Bellevue provides are outstanding. He outlined the process on annexations.

Councilman Stinson commented the police will be able to get the accidents in the entrance cleared up faster than the county.

Chief Ken Clary stated the police department is committed to service and public safety, in the area and the entire city. There will be 111 officers serving the city by the end of the year. Discussion followed.

Councilwoman Welch stated the Mayor, Administration, and Planning Department are dedicated to providing another access to the area. The city is dedicated to do better than what the citizens have had.

Mrs. Pam Chisam, 14905 Bordeaux Avenue, questioned if there are plans for traffic control and safety issues in the area.

Mrs. Palm advised there is a traffic study underway in the area. This in conjunction with the developers to the north, the department of roads, and the city. Conversation ensued.

Mrs. Chisam inquired who is responsible for the bridge in the area. Mrs. Palm replied that is part of the annexation and will become a city responsibility. Discussion followed on the annexation package and the areas included in it.

Mrs. Chisam questioned what type of development is expected in the area. Mayor Hike replied primarily industrial.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

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

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Bellevue City Council Meeting, April 19, 2022, Page 5

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

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

Mrs. Kathleen Karnik, 15315 Highway 75 South, described where her property is in the proposed area. She explained when the new highway was built, access was taken away from her property. Her mailbox also had to be relocated. She stated when the entrance was removed, it took access away from her property. Therefore, she had no access to her fields to bail the hay for her animals. She advised she now has to buy the hay, causing an added expense. She explained her primary concern is with an increase in the valuation of her property. According to the annexation report, she received from the city, her property's value would increase drastically. She requested clarification if she will lose her greenbelt status. She mentioned the tax levy, inquiring what services she will receive. Will she get city water? Will she get a sewer system? There won't be any road maintenance according to the staff report. Will the snow plow block her road with snow removal from Cedar View. She inquired if the city's goal is to buy her property.

Mrs. Palm explained the valuation amount in the report is for the entire annexation area, not just Mrs. Karnik's property. She clarified the annexation will remove the greenbelt status. Ms. Robbins explained if the property has a greenbelt status and is annexed prior to June 1, 2022, it will retain the greenbelt status through the year of 2022. Those taxes would be due in 2023. The first time of paying city taxes will be in 2024. The County Assessor can provide the amount taxes will go up. The property will be assessed at a 75% agricultural value.

Mrs. Karnik questioned if she will have city water and city sewer. Mrs. Palm explained the connections are there, should she want to pay to connect. The city does not enforce existing property owners to connect. Mrs. Karnik inquired why she then has to pay city tax. Mrs. Palm advised the city taxes go to other services such as police, streets, fire, and public works.

Discussion took place on the valuation amounts being based upon current figures and current levies.

Mrs. Palm explained the property close to Mrs. Karnik's is not slated for industrial use but commercial use.

Ms. Alex Karnik, 15109 Normandy Blvd., was present as the daughter of Mrs. Karnik. She inquired if the property would remain agricultural. Mrs. Palm explained the area will remain agricultural and they can still continue to farm the property. The city has no plans to come in and purchase the property. Conversation followed on the future land use map.

Mayor Hike explained once there is a connector from Normandy, out to the south, and it connects to 8th Street on Highway 34, the Karnik's should be able to connect the acreage to the lower right piece. Discussion followed.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

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

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

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

Mr. John Iske, 15402 South 5th Street, representative of 1904 Farm LLC, mentioned he knew nothing of the annexation until March. He has concerns with the substantial increase in taxes. He advised their property has had eminent domain and the attorney who represented them is on the Planning Commission. He feels that is a conflict of interest. He has concern with 5th Street and the maintenance of it.

Ms. Robbins advised the Planning Commissioner did recuse himself from voting on this item.

Mayor Hike advised they are trying to work the best they can with the landowners. The city won't be coming in and telling them what to do. However, the residents do need to be made aware developers are coming in. Conversation ensued on development and infrastructure in the area.

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Ms. Kathy Iske, 16505 Iske Drive, stated she feels the lack of notice to the property owners was not fair. She heard nothing previously of an annexation. She commented taking farmland out of the greenbelt makes it difficult to maintain farmland. Discussion followed.

Ms. Robbins explained in 2019 there was an annexation package that included Darling International, Krejci property, Normandy Hills, and Cedar View. This annexation did not include the 1904 Farm property. The city sued in 2019 by Darling and Krejci, which stalled any annexation to Highway 34 pending that litigation. The city won the case. On February 11, 2022, the district court issued an order where Darling International and Krejci properties were officially annexed into the city. Once that order was issued the annexation process began. Conversation ensued.

Mr. Iske requested clarification where the city limits are, so he can relocate his pistol range out of city limits.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022

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

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

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

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

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

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

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

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

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

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

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

Mr. Brian Hanson, 2704 Georgia Avenue, has concerns with audible being allowed at 50 feet from the source. He addressed concerns with the hours being struck in Section 20-16 (A) 2. He questioned how this will affect those living in apartment buildings. He has concerns with 50 feet.

Ms. Robbins requested Mr. Hanson email her with his suggestions.

MINUTE RECORD

Bellevue City Council Meeting, April 19, 2022, Page 7

Mr. Hanson requested clarification on Section 20-20.1 (b) regarding the striking of within two feet of either side of the opening of a private driveway, public driveway, or established alley. He asked about the person that has their car parked over a driveway. Ms. Robbins stated this would fall under Chapter 18.

Councilman Cook inquired how other noises are addressed in the city. Ms. Robbins stated in Section 20-17 focuses on verbal such as yelling or shouting; 20-18 addresses exhaust and blowers on vehicles or machines, 20-19 addresses building construction noises, 20-20 focuses on pile drivers, etc. There are other options in city code which addresses other noises and sounds.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

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

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

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

Mr. Fatino Ramirez, 2733 South 13th Street, was present as the engineer representing the church group who initiated the request for the street vacation. The overall goal for the vacation is to construct a new church.

Councilman Preister questioned if the stone structures on the property will be saved as the church is being built. Mr. Ramirez mentioned there are no plans to demo any structures.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

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

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

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

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

Ordinance No. 4095: An ordinance to amend Section 8-18 of Chapter 8 of the Bellevue City Code pertaining to the 2021 Edition of the International Building Code; to repeal Section 8-18 of Chapter 8 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance and to provide for the effective date of this ordinance was read for the second time and a public hearing was held.

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

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

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

MINUTE RECORD

Bellevue City Council Meeting, April 19, 2022, Page 8

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

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

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 3, 2022.

ORDINANCES FOR INTRODUCTION: (First Reading)

Ordinance No. 4097: A compensation ordinance reflecting pay ranges for employees of the City that are unclassified. (HR Director) (Request to waive the rule requiring three readings, hold a public hearing tonight, and vote after the public hearing at tonight's meeting).

Ordinance No. 4097: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4057; and providing for an effective date.

Motion was made by Cook, seconded by Welch, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

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

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4097.

Councilwoman Welch clarified this is for the seasonal employees and to be competitive.

Mr. Doug Clark, Public Works Department, replied yes. This is to allow qualified people to return at a salary that is attractive to them. Discussion followed.

Ms. Robbins advised Councilman Cook since he had a child apply for a position with the city, he should withdrawal his motion to approve and recuse himself due to a conflict of interest.

Councilman Cook withdrew his motion to approve. Councilwoman Welch withdrew her second on the motion.

Councilman recused himself and left the Council Chambers at 8:40 p.m.

Motion was made by Welch, seconded by Preister, to approve Ordinance No. 4097.

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

Councilman Cook returned to Council Chambers at 8:41 p.m.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Show Cause Hearing on the proposed Condemnation of the structure(s) at 1302 Main Street, Bellevue. (Chief Building Official)

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of the proposed condemnation and Resolution No. 2022-08.

Mr. Mike Christensen, Chief Building Inspector, provided a history on the property. On March 15, 2022 there was an agreement with the owner to obtain proper permits to refurbish the building at the rear of the property. The property owner was also to obtain demo permits for the hut in the front. The property owner has followed through with his commitment.

Ms. Robbins confirmed the individual is not present because he has complied with the everything. Mr. Christensen replied yes.

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

MINUTE RECORD

Bellevue City Council Meeting, April 19, 2022, Page 9

Resolution No. 2022-08: Condemning the structure(s) located at 209 Industrial Drive, Bellevue 68005.

Motion was made by Preister, seconded by McCaw, to approve Resolution No. 2022-08: Condemning the structure(s) located at 209 Industrial Drive, Bellevue 68005. Roll call to approve the motion was as follows: voting yes; none: voting no: Stinson, Cook, McCaw, Preister, Burns, and Welch: none; absent: none. Motion failed.

RESOLUTIONS: NONE

CURRENT BUSINESS:

Approve and authorize the Mayor to sign a three-year contract with Lumen (CenturyLink Communications) for long distance phone service for IP based desk phones at an average cost of \$400.00 per month for all city phones. (Chief Guido)

Motion was made by Welch, seconded by Burns, to approve and authorize Mayor to sign a three-year contract with Lumen (CenturyLink Communications) for long distance phone service for IP based desk phones at an average cost of \$400.00 per month for all city phones. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting was adjourned at 8:46 p.m. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

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

Susan Kluthe, City Clerk

MINUTE RECORD

*6.
5/3/2022

CLAIMS FOR MAY 3, 2022

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CITY ADMINISTRATION

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	29.90
OMAHA WORLD HERALD	RENEW SUBSCRIPTION	416.00
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	90.72
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	43.18
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	78.82
		<hr/>
		\$ 658.62

CITY COUNCIL

RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	111.28
		<hr/>
		\$ 111.28

LEGAL

RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	60.48
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	28.57
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	42.66
		<hr/>
		\$ 131.71

CABLE ADVISORY

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	22.42
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	60.48
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	23.71
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	30.00
		<hr/>
		\$ 136.61

CITY CLERK

GRETNA GUIDE & NEWS	LEGAL ADS	567.66
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	38.86
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	60.48
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	22.92
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	28.87
		<hr/>
		\$ 718.79

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES	639.28
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	7.48
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	32.89
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	211.68
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	78.19
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	116.93
		<hr/>
		\$ 1,086.45

LIBRARY

AMAZON.COM, LLC	BOOKS, MOBILE CHARGER AND STORAGE CART, OFFICE SUPPLIES, VIDEOS	2,954.01
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	113.45
CNA SURETY	NOTARY BOND	40.00
INGRAM LIBRARY SERVICES	BOOKS	1,828.54
LIBRARICA, LLC	RENEW SUPPORT	387.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	106.78
MIDWEST TAPE	VIDEO	15.74
OMAHA WORLD HERALD	RENEW SUBSCRIPTION	774.80

MINUTE RECORD

CLAIMS FOR MAY 3, 2022

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LIBRARY (cont'd)

OVERDRIVE, INC	DEPOSIT FOR CONTENT PURCHASES	2,000.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL, POSTAGE SUPPLIES	740.12
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	241.92
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	70.65
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	79.81
		<u>\$ 9,353.42</u>

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	STORAGE BOXES	63.80
BEST CARE EAP	ANNUAL FEE 2022/4/1-2023/3/31 387 EMP	5,359.95
SLADE COPENHARVE	REIMB BUS TICKETS	40.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	59.00
INTEGRATED REHAB	PHYSICAL, DRUG SCREENS	975.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	25.41
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	272.16
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	88.40
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	105.09
UPS	PAYROLL MAILING	28.47
		<u>\$ 7,017.28</u>

CODE ENFORCEMENT

AMAZON.COM, LLC	CAR TOOL KITS, OFFICE SUPPLIES, WINDSHIELD SUNSHADES	197.59
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	69.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	5.47
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE	111.40
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	211.68
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	66.73
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	80.77
		<u>\$ 742.68</u>

PUBLIC WORKS

AMAZON.COM, LLC	OFFICE SUPPLIES	119.19
ALFRED BENESCH & COMPANY	MSA ANNUAL REPORT THRU APR 10, 2022	2,907.00
FARMERS NATIONAL COMPANY	REINSTALL WATER MOVER AT FOUNTAIN-OAKHURST PARK	500.00
HGM ASSOCIATES INC	SHAMROCK STAKING ON MISSION AVE	369.65
INDOFF	COPY PAPER, OFFICE SUPPLIES	656.94
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	9.18
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR CITY TANKS	5,939.88
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE	186.29
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	151.20
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	66.25
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	94.10
		<u>\$ 10,999.68</u>

PARKS

DAY ELECTRIC SERVICE, INC	NEW LIGHTS FOR AHP FOUNTAIN	1,245.79
JEO CONSULTING GROUP, INC	BPW-211225 STONECROFT PARK IMP THRU 2022/4/8	146.25
LAMP RYNEARSON & ASSOCIATES	BPW-210516 PARKS MASTER PLAN THRU MAR 26, 2022	5,900.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	704.49
MIRACLE RECREATION EQUIPMENT CO	PARK EQUIPMENT	950.18

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PARKS (cont'd)

RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	332.64
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	95.93
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	104.83
		<u>104.83</u>
		\$ 9,480.11

RECREATION

BELLEVUE EAST ATHLETIC DEPT	REIMB FOR SOCCER & FOOTBALL COACHING	2,300.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	45.34
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	129.70
PIPER PORRAS	REFUND SWIMMING LESSONS	70.00
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	60.48
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	26.22
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	33.95
		<u>33.95</u>
		\$ 2,665.69

BUILDING MAINTENANCE

ALBIREO ENERGY	CHECK HEAT	560.00
AMAZON.COM, LLC	GARDENING GLOVES	18.99
JACKSON SERVICES, INC	DOOR MAT SERVICE	83.39
JOHNSTONE SUPPLY	UNIVERSAL IGNITER	25.67
MENARDS	CLEAR ACRYLIC, BALLAST, CONNECTORS	98.38
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	211.69
OVERHEAD DOOR COMPANY	ADJUSTED DOOR, REPLACE SPRINGS-DIST III AND DIST II	1,262.85
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	272.16
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	79.44
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	87.99
UTILITY EQUIPMENT COMPANY	SPIGOT ADAPTER, RED BUSHINGS	27.88
		<u>27.88</u>
		\$ 2,728.44

CEMETERY

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	89.97
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	60.48
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	26.69
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	32.64
		<u>32.64</u>
		\$ 209.78

STREETS

3M COMPANY	ELECTROCUT FILM	1,536.00
AMAZON.COM, LLC	ICE MACHINE, BENCH GRINDER, OFFICE SUPPLIES, TOOLS	1,238.39
BEARDMORE HYUNDAI	BPW 210515 TURN LANE	113,763.00
ALFRED BENESCH & COMPANY	CAPEHART RD THRU APR 10, 2022	13,287.23
ALFRED BENESCH & COMPANY	CONCRETE PROJECTS THRU APR 10, 2022	604.39
ALFRED BENESCH & COMPANY	RESURFACING PE/NEPA THRU APR 10, 2022	8,698.67
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	18.31
HGM ASSOCIATES INC	BRIDGE REPAIRS	5,053.56
INDEPENDENT SALT CO	ICE CONTROL SALT	4,905.23
KERSTEN PRECAST CONCRETE LLC	RING AND SEWER COVERS	11,232.00
LOGAN CONTRACTORS SUPPLY	QUICK RELEASE PAIL	140.00
MENARDS	SCREWS, MAIL POST, TAPE MEASURE	72.95
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	690.12
MIDWEST RIGHT OF WAY SERVICES, INC	ACQUISITION SERVICES-36TH ST 2022/02/19-2022/03/18	1,437.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE	1,312.21
READY MIXED CONCRETE COMPANY	CONCRETE	52,963.85

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STREETS (cont'd)

RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	876.96
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	284.80
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	331.09
UMB BANK - TRUST OPERATIONS	HWY ALLOC FUND PLEDGE BONDS 2021 \$5,850,000 DTD 2021-08-20	66,625.00
VULCAN, INC	SIGN BLANKS	12,781.50
WESTLAKE ACE HARDWARE	LAWN SPRAYER	19.99
WILBUR ELLIS	WEED KILLER	3,982.62
		\$ 301,855.37

FLEET MAINTENANCE

AA WHEEL & TRUCK SUPPLY, INC	WELD ON SPARE TIRE MOUNT, SEALS, SPINDLE WASHERS, GREASE	39.01
AMAZON.COM, LLC	AIR SUSPENSION KIT, PRESSURE SENSOR, COUPLERS, WORK LIGHT, SEALS, FILTERS	1,198.94
ARROW TOWING	TOW CHARGE-ST53	389.50
AUTO VALUE PARTS - SOUTH OMAHA	SILICONE ADHESIVE, TIE ROD ENDS, THREADLOCKER, RETAINER, SWITCH	260.93
AUTOMOTIVE WAREHOUSE DIST, INC	SILICONE ADHESIVE, BLACKJACK, BRAKELEEN, PARTS	1,576.82
AUTOZONE, INC	DOOR LOCK, MUFFLER, CAT CONVERTOR, PIGTAIL	307.03
BAUER BUILT TIRE & SERVICE	TIRES, ALIGNMENTS	2,443.33
BAUM HYDRAULICS CORP	HITCH PINS	52.70
BAXTER CHRYSLER DODGE JEEP	ACTUATOR, HEATER HOSES, RADIATOR HOSES, SENSOR, SOLENOID, COOLING FAN	1,473.29
BAXTER FORD	TUBE ASSEMBLY, REMAN PARTS, HOSES, STUD, FILTERS, RESERVOIR, TENSIONERS, GUIDES, PARTS	1,919.04
CAPE TRUCK ACCESSORIES	TOOL BOX, FLOOR MATS	1,098.00
FACTORY MOTOR PARTS CO	TUBE ASSEMBLY, THERMOSTAT, BRAKE LINING KIT, WHEEL	503.87
FARM PLAN	FILTER, ELASTOSTART ASSY, OIL	196.42
GRAHAM TIRE COMPANY	TIRES	3,388.12
GRAINGER	MULTIMETER FUSES	45.28
HEAVY DUTY SPECIALISTS	FILTERS	403.62
HENDERSON PRODUCTS, INC	SPINNER ASSEMBLY, CYLINDERS FOR PLOW TRUCKS	4,649.28
IDEAL PURE WATER COMPANY	BOTTLED WATER	104.75
INLAND TRUCK PARTS CO	RELINED BRAKE SHOES, HARDWARE KIT, DRAG LINK, TIE ROD END	1,412.92
INTERSTATE BATTERIES	BATTERIES	475.69
J & J SMALL ENGINE SERVICE	BELT	133.10
KRIHA FLUID POWER CO	FITTINGS, PIPE REDUCER	1,855.44
MACQUEEN EQUIPMENT, LLC	HYD FILTERS FOR STREET SWEEPERS, SPROCKETS	314.03
MATHESON TRI-GAS INC	WELDING SUPPLIES	58.21
MENARDS	LUBRICANT, WATER, WELDABLE ANGLE	159.34
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	118.24
MICHAEL TODD & COMPANY	GRADER BLADE, NUTS, WELD ON BLADE	563.91
MID AMERICA CLEANING SYSTEMS, INC	HOSE	160.00
MOTION INDUSTRIES	BEARING	5.63
NAPA AUTO PARTS	FILTERS, PUM, PRESSURE HOSE, BEARINGS, MANIFOLD, GREASE, SWITCHES, ENGINE DYE	1,515.01
NEBRASKA IOWA INDUSTRIAL FASTENERS	LOCK NUTS, DRILL SCREWS, DRILL BITS, CONNECTORS	291.08
OMAHA SLINGS	WELD-ON GRAB HOOK	32.94
P&M HARDWARE	GASKETS	11.98
POWERPLAN	SHIPPING FOR PLUG, BEARINGS, SCREWS	214.45
PRECISE MRM LLC	DRIVER ID HARNESS EXTENSION	1,071.34

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FLEET MAINTENANCE (cont'd)

RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	474.16
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	155.74
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	190.42
ROCKMOUNT RESEARCH AND ALLOYS, INC	GOLD STEP REAMER SET	212.27
SWAN ENGINEERING	O-RING DUROMETER	11.46
SYN-TECH SYSTEMS	TECH SUPPORT	42.00
TOMASEK MACHINE SHOP	MODIFY TAIL GATE CYLINDERS	700.00
TOOL SHED	REPLACEMENT JAWS, CARBIDE TIP HOLE SAW	63.49
TOYNE, INC	WINDOW REGULATOR	116.72
TRUCK CENTER COMPANIES-OMAHA	STEERING GEAR, SEPARATOR	840.26
TURFWERKS	HYD FILTERS, SEAL, SPACERS, PAIL ASSY	767.36
UPS STORE	FREIGHT	21.38
VALMONT COATINGS	STRUCTURAL MATERIAL FINISH-FIRE TRNG	1,453.66
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	197.18
WAYTEK, INC	ASST WIRES AND FUSE BLOCKS, CONNECTORS	1,174.97
WELDON PARTS INC	TIE ROD END	117.92
WESTLAKE ACE HARDWARE	FASTENERS, PAINT MIXER, CHALK	129.83
		\$ 35,112.06

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEE-MAR 2022	315,479.00
		\$ 315,479.00

PLANNING

GRETNA GUIDE & NEWS	LEGAL AD	31.14
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	8.30
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE	168.51
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	90.72
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	33.28
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	41.78
		\$ 373.73

PERMITS & INSPECTIONS

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	11.10
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE	224.68
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	272.16
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	73.16
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	91.34
		\$ 672.44

POLICE

ACTION SIGNS	INSTALL GRAPHICS	45.00
AMAZON.COM, LLC	CAMO TRIPOD, CAMO WRAPS, OFFICE SUPPLIES, SPEAKER, RECORDER, SAFETY FLAGS	1,862.13
AUTO BODY AUTHORITY, INC	CRUISER REPAIRS-UNIT 602 FINAL BILL	663.60
BLAC-RAC MANUFACTURING, INC	RIFLE LOCKS FOR MOTORCYCLES	772.00
CLIPPERCREEK, INC	CHARGING STATION	3,904.05
CLYDE ARMORY	PATROL RIFLES	845.00
CNA SURETY	NOTARY BONDS	80.00
COLLISION FORENSIC SOLUTIONS	LEICA TOTAL STATION	6,995.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	169.25
CRASH CHAMPIONS - BELLEVUE	REPAIR BODY DAMAGE-UNIT 631	949.27
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	225.00
ENTERPRISE	DEA VEHICLE LEASING	556.70
GABRIELLE ZALESKI	REIMB PER DIEM FOR TRAINING	127.50
GALL'S, LLC	REVERSIBLE RAIN JACKETS	633.60

MINUTE RECORD

CLAIMS FOR MAY 3, 2022

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POLICE (cont'd)

GREAT PLAINS UNIFORMS	MOTOR WINGS, GEAR COVERS	499.25
HTS AG	PREMIUM BUNDLE-DRONE	1,878.00
INFOSAFE SHREDDING	SHREDDING SERVICE	90.00
J GARDNER AND ASSOCIATES, LLC	JR OFFICER BADGE STICKERS	1,000.00
J P COOKE COMPANY	NOTARY STAMP-VOLK	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	83.13
JEREMY JOHNSON PHOTOGRAPHERS	BUSINESS PORTRAITS	50.00
JO DONS	OFFICER OF THE QTR NAME PLATES	16.00
JOE MILOS	REIMB PER DIEM FOR TRAINING	357.00
KIESLER POLICE SUPPLY & AMMO	PEPPERBALLS, MAGAZINES, CASES	1,988.46
MARCUS LARR	REIMB PER DIEM FOR TRAINING	306.00
MENARDS	CUP PULL, LUMBER	238.35
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	196.63
MIDLANDS PRINTING	BUSINESS CARDS	650.80
NEWMAN SIGNS	SPECIAL SIGN-DETECTIVE OF THE YEAR	40.34
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE	3,989.86
PABLO SOLORIO	REIMB EXPENSES FOR TRAINING	32.62
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	3,669.92
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	943.74
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	1,827.57
SAMANTHA SPACHER	REIMB PER DIEM FOR TRAINING	127.50
SARPY COUNTY FISCAL ADMIN	DATA PROCESSING	16,829.26
SECRETARY OF STATE	RENEW NOTARY -MERCER	30.00
SECURITY EQUIPMENT	SYSTEM READERS FOR NEW OFFICES	7,429.00
SHALEN SHIVERS	REIMB PER DIEM EXPENSES	76.50
SHI INTERNATIONAL CORP	ADOBE PHOTOSHOP SOFTWARE	208.45
SMITH DAVIS INSURANCE INC	NOTARY BONDS	120.00
TACTICAL MEDICAL SOLUTIONS, INC	TRAUMA BAGS	1,427.40
TIMOTHY MELVIN	REIMB FOR AIR TRAVEL FOR TRAINING	1,101.20
TRAVIS SHAFER	REIMB EXPENSES FOR TRAINING	23.34
TRED-MARK COMMUNICATIONS	INSTALL NETWORK CABLES	1,175.00
U.S. CELLULAR	MONTHLY SERVICE	88.56
ZOMBIE TACTICAL	ENGRAVING RIFLES	30.00
		\$ 64,387.93

FIRE & RESCUE

AMAZON.COM, LLC	BOOTS, EMT NOTEBOOKS, VACUUM CLEANER, PRINTER SUPPLIES	1,022.55
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	4,129.50
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	2,691.36
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	758.62
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	1,173.06
SARPY COUNTY FISCAL ADMIN	DATA PROCESSING	2,286.12
		\$ 12,061.21

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE	930.63
HEARTLAND MARKETING & COMMUNICATIONS, INC	COB LOGO DESIGN	2,940.00
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-APRIL 2022	1,815.00
METRO AREA TRANSIT	MAT 2022-1 2087 MILES	3,508.00
NE-DEPARTMENT OF REVENUE	2022/03 SALES TAX	156.97
PM AM CORPORATION	ALARM FEES-MAR 2022	2,375.00
TRISTAR RISK MANAGEMENT, INC	CLAIMS FEES	3,750.00
		\$ 15,475.60

MINUTE RECORD

CLAIMS FOR MAY 3, 2022

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INFORMATION TECHNOLOGY

AMAZON.COM, LLC	DOCKING STATION	143.99
AMAZON WEB SERVICES, INC	AMAZON WEB SERVICES-MAR 2022	104.07
SARPY COUNTY FISCAL ADMIN	DATA PROCESSING	19,546.64
		<u>\$ 19,794.70</u>

2206 LONGO DR

CENTURY LINK	MONTHLY SERVICE	118.10
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	1,083.80
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE	3,074.51
REGAL FACILITY MANAGEMENT	MONTHLY SERVICE	4,205.10
		<u>\$ 8,481.51</u>

WASTEWATER

AMAZON.COM, LLC	KEYBOARD, OFFICE SUPPLIES	42.85
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	64.71
CENTURY LINK	MONTHLY SERVICE	56.89
COX BUSINESS SERVICES	MONTHLY SERVICE	220.00
ELLIOTT EQUIPMENT CO	ASSY CAMERA HEAD ONLY	5,697.06
GENERAL FIRE & SAFETY CO	BATTERY KIT, GAS ALERT	207.50
HANEY SHOE STORE	SAFETY SHOES-T SMALL	168.99
KERSTEN PRECAST CONCRETE LLC	RISERS, SEWER JOINT COMPOUND	2,150.00
MENARDS	HAMMER, POLY, GREASE, GRINDING WHEEL, WRENCH, TAPE, FAUCET	275.76
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE	585.04
RELIANCE LIFE STANDARD	DENTAL INS-APR 2022	393.12
READY MIXED CONCRETE COMPANY	CONCRETE	379.84
RELIANCE STANDARD INSURANCE CO	LIFE INS-MAR 2022	77.72
RELIANCE STANDARD INSURANCE CO	LTD INS-MAR 2022	92.48
UNITED RENTALS (NORTH AMERICA), INC	TRAINING ON EXCAVATION SAFETY	1,480.00
USA BLUE BOOK	SENSAPHONE AUTODIALER	1,477.90
		<u>\$ 13,369.86</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEE - MAR 2022	5,891.76
BELLEVUE JR SPORTS ASSOCIATION	BJSA PARTICIPATION ASSOC PROG	1,720.00
GRETNNA GUIDE & NEWS	LEGAL AD	27.35
HABITAT FOR HUMANITY OF OMAHA	LAND PURCHASE-2207 GREENSBORO AVE	22,000.00
		<u>\$ 29,639.11</u>

G.O. BONDS

GILMORE & BELL PC	BOND COMPLIANCE FILING THRU 2022/04/30	1,000.00
AMERICAN NATIONAL BANK	WIRE TRANSFER FEE	30.00
CITY OF BELLEVUE	COPS SERIES 2022A&B DTD 2022-03-15 ISSUE COST-S&P RATING/UMB	12,600.00
D.A. DAVIDSON & CO	COPS SERIES 2022A&B DTD 2022-03-15 ISSUE COST-UNDERWRITER	48,965.00
D.A. DAVIDSON & CO	GORB DTD 2022-03-22 ISSUANCE COST- UNDERWRITER	17,685.00
GILMORE & BELL PC	COPS SERIES 2022A&B DTD 2022-03-15 ISSUE COST-BOND COUNSEL	15,000.00
GILMORE & BELL PC	GORB DTD 2022-03-22 ISSUANCE COST-BOND COUNSEL	2,947.50
S&P GLOBAL RATINGS	GORB DTD 2022-03-22 ISSUANCE COST-S&P RATING	9,675.00

MINUTE RECORD

CLAIMS FOR MAY 3, 2022

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G.O. BONDS (cont'd)

UMB BANK - TRUST OPERATIONS	CONV CTR TX 3/1/21-2/28/22 PAYING AGENT FEES	300.00
UMB BANK - TRUST OPERATIONS	COPS SERIES 2022A & 2022B DTD 2022-03-15 TRUSTEE FEES	1,500.00
UMB BANK - TRUST OPERATIONS	GORB DTD 2022-03-22 PAYING AGENT & ESCROW FEES	300.00
UMB BANK - TRUST OPERATIONS	REFUND FUND BONDS(CONV CTR)TXBL SERIES 2020 \$6,365,k DTD 3/31/20	57,338.70
UMB BANK - TRUST OPERATIONS	ANNUAL TRUSTEES FEE 2021 COPS TX 3/1/21-2/28/22	720.83
UMB BANK - TRUST OPERATIONS	GO REFUND BONDS, SERIES 2020B TXBL \$20,055,000 DTD 6/5/20	165,000.00
UMB BANK - TRUST OPERATIONS	GO REFUND BONDS, SERIES 2020A TX EXEMPT \$11M DTD 6/5/20	215,953.11
UMB BANK - TRUST OPERATIONS	GO REFUND BONDS, SERIES 2020C TXBL \$2,025,000 DTD 8/14/20	24,825.00
UMB BANK - TRUST OPERATIONS	GO REFUND BOND, SERIES 2020D TX Ex \$2,250,000 DTD 12/3/20	20,650.00
UMB BANK - TRUST OPERATIONS	COPS REFUND BCNDS 2021 TXBL \$4,270,000 DTD 3/15/21	24,472.68
UMB BANK - TRUST OPERATIONS	GO REFUND BONDS, SERIES 2021 \$1,220,000 DTD 2021-10-20	9,747.23
UMB BANK - TRUST OPERATIONS	PS TX ANTI.-REFUND BONDS SERIES 2021 \$3,020,K DTD 2021-10-20	24,206.95
		<u>\$ 652,917.00</u>
	TOTAL CLAIMS FOR MAY 3, 2022	<u>\$ 1,515,660.06</u>
	TOTAL PAYROLL FOR APRIL 15, 2022	<u><u>\$ 1,345,769.97</u></u>



*8a.
5/3/2022

CITY OF BELLEVUE

OFFICE OF THE MAYOR

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3022

MEMORANDUM

TO: Council President Paul Cook & Council Members

FROM: Mayor Rusty Hike

DATE: April 19, 2022

SUBJECT: Appointment to the Complete Streets Committee

Please consider the following for appointment to the Complete Streets, he will serve a four-year term ending May 2026.

Randall Lasenburg
2607 Kelly Dr
Bellevue, NE 68123
402-990-9588

Randall L. Lasenburg

2607 Kelly Dr
Bellevue, NE 68123

(402) 990-9588

rlasenburg@gmail.com

Experience:

Manager of Supplier Diversity, Omaha, NE

Union Pacific Railroad, Supply Procurement and Performance

April 2021 - Present

- Ensure opportunity, inclusion, and success within the community as well as Union Pacific Railroad
- Advocate for new diverse suppliers to be utilized within the Union Pacific portfolio of suppliers
- Responsible for driving annual double digit spend growth with diverse suppliers (e.g. Women Owned Business, Minority Owned Businesses, LGBTQ Businesses, Etc.)
- Increased YOY spend with diverse suppliers to \$523M (23% increase YOY)
- Analyze and determine strategic growth areas for Union Pacific to increase diverse spend
- Internal Liaison between purchasing groups and new identified and vetted suppliers that I locate
- Main contact with external Chamber Commerce, Minority Councils, and Omaha REACH Program

Logistics Manager - Plastics, Omaha, NE

Union Pacific Railroad, Industrial Team

October 2020 – April 2021

- Coordinate logistics for key plastics customers (Exxon, Lyondell and DOW) which totals roughly \$750M in annual revenue
- Manage Storage In Transit (SIT) for plastics network in the Gulf Coast Region
- Strategic focus on SIT capacity allocations across the network
- Work cross functionally with Operations, Network Planning and Commercial Team for logistics solutions for key plastics producers
- Long range SIT forecasting for resource allocation

Manager Sales, Omaha, NE

Union Pacific Railroad, Energy Team

April 2018 – October 2020

- Managed a customer base of \$200M in annual revenue of customers who utilize all origin/destination points on the network
- Coordinated and developed new transportation plans and service offerings for customers
- Negotiated and implement new customer agreements (new contracts and renewals)
- Created market strategies to enter new markets for Union Pacific, while educating customers and public, regarding potential community impact.
- Managed allocated budgets for corporate travel and customer events to build and maintain customer relationships
- Led customer meetings to discuss strategies, service reviews, and market intelligence to help improve or enhance existing Service; review customer satisfaction
- Organized and implemented projects assigned by senior leadership teams

Manager of Customer Care, Omaha, NE

Union Pacific Railroad, Customer Service Center

April 2016– April 2018

- Managed operational issues such as train plans and compliance across the Union Pacific Railroad's approximately 30k miles of track for customers that generated \$600M in annual revenue
- Identified customer-specific data integrity opportunities to improve customer experience
- Worked cross functionally to find resolution
- Managed and tracked processes to increase customer satisfaction, i.e pre and post-customer satisfaction survey analysis and tracked feedback on roll out of new tools and processes
- Designed and piloted new UP Customer Service tools for tracking and tracing of shipments across the network
- Implemented operational plans associated with improving Union Pacific's ability to meet company revenue requirements

Manager of Pricing, Omaha, NE**Union Pacific Railroad, Domestic Intermodal**

April 2014 – April 2016

- Responsible for \$250M in annual revenue management
- Accountable for strategic planning for growth of Intermodal Autos and Industrial Products
- Developed structured pricing processes for Intermodal Pricing Team
- Tasked with customer retention and satisfaction

Business Representative, Omaha, NE**Union Pacific Railroad, MDSC–Machinery & Minerals**

January 2013 – April 2014

- Responsible for account base of \$14M in revenue
- Secured \$8M in business development revenue and \$2.1M annual contribution
- Met or exceed CSS Scores for the following: 4A:100 4B:96 4C:97 4D:100 7A:93
- Assisted business team with creation of Barite Strategy

Manager of Crew Support, Omaha, NE**Union Pacific Railroad, Crew Management Services**

July 2011- January 2013

- Ensured manpower requirements were met for all 600 Yardmasters on the UP network
- Administered FRA compliance for 18,000+ TE&Y employees
- Provided limo and lodging analysis to UP field operations to ensure TE&Y had proper accommodations
- Managed 30 crew dispatchers per shift to ensure train crews were called to protect train moves

Werner Enterprises Inc, Omaha, NE

April 2006 - July 2011

- **Rates Analyst**
 - Developed logistics solutions ranging in value from \$500k - \$10M
 - Analyzed and adjusted customer rates based on equipment type, lane, and commodity
- **Intermodal Operations Specialist**
 - Managed 2 Intermodal Operations Assistants and provided performance reviews
 - Maintained customer relationships with annual revenue from \$150k - \$5M
 - Utilized all Class 1 railroad gate reservation and waybill processes
- **Customer Service Assistant**
 - Negotiated contract terms between 4th party shippers and Werner's legal department
 - Educated the drayage community of key security requirements such as Customs-Trade Partnership Against Terrorism (C-TPAT) and Partners in Protections (PIP)
- **Dedicated Truck Dispatcher**
 - Managed OTP of 300 loads per night with average load value of \$75k
 - Analyzed customer needs and matched asset availability such as truck or trailer

Education:**Chadron State College, Chadron, NE**

January 2012 - October 2013

Masters of Business Administration

Concentration: Management (*Summa Cume Laude*)**University of Nebraska at Omaha, Omaha, NE**

January 2008 - May 2010

Bachelor of Science in Business Administration

Concentration: Banking and Finance

Metropolitan Community College, Omaha, NE

June 2005 – December 2007

Associate Degree

Major: Business Administration and Business Transfer

Leadership & Involvement:

2019-2020 – UP/UNO Alumni Mentor

Sanitary Improvement District (SID) 215 Board Member: 2012-2017

Co-Leader of Union Pacific Class taught to University of Nebraska – Omaha business students

Omaha Empowerment Network – Diversity Leadership Cohort 2019-2020



*8b.
5/3/2022

CITY OF BELLEVUE

OFFICE OF THE MAYOR

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3022

MEMORANDUM

TO: Council President Paul Cook & Council Members

FROM: Mayor Rusty Hike

DATE: April 27th, 2022

SUBJECT: Reappointment to the Bellevue Library Advisory Board

Please consider the following for reappointment to the Bellevue Library Advisory Board she will serve a five-year term ending June 2027.

Debra Stortvedt
11910 S 33 Street
Bellevue, NE 68123
402-291-8866

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
5/3/2022

COUNCIL MEETING DATE: 04/19/2022		SUBMITTED BY: Tammi Palm,		Title: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to rezone Lot 1, Powers Addition, from ML to RE, for the purpose of a single family residence. Applicant: Jeremiah Winsor. General Location: 304 East La Platte Road.

SYNOPSIS/BACKGROUND:

Jeremiah Winsor is requesting a rezoning of Lot 1, Powers Addition, from ML to RE for the purpose of a single family residence. The property is presently zoned ML and the applicant is requesting a change of zone to RE to allow him to repair and utilize the existing single family residence as a permitted use. The property was used as a single family residence prior to the March 2019 flood and the rezoning would allow him to use it as a single family residence once again. Since the property has been vacant for 3 years, the zoning ordinance requires the use conform with the current light industrial zoning.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending Denial.

ATTACHMENTS:

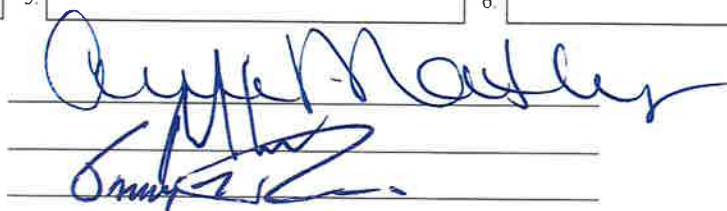
1. PC Recommendation	2. Staff Report	3. Ord. No. 4085
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Jeremiah Winsor

CASE #: Z-2202-03

CITY COUNCIL HEARING DATE: April 19, 2022

REQUEST: to rezone Lot 1, Powers Addition, from ML (Light Manufacturing) to RE (Residential Estates) for the purpose of existing single family residential development.

On March 24, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

DENIAL based upon the Future Land Use Map of the Comprehensive Plan designating this property for light industrial use.

VOTE:

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

Planning Commission Hearing (s) was held on: March 24, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2202-03

FOR HEARING OF:

REPORT #1: March 24, 2022

REPORT #1: April 19, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Jeremiah Winsor
2331 Hogantown Drive
Bellevue, NE 68123

B. PROPERTY OWNERS:

Jeremiah Winsor
2331 Hogantown Drive
Bellevue, NE 68123

C. LOCATION:

304 East La Platte Road

D. LEGAL DESCRIPTION:

Lot 1 Powers Addition, located in the Southeast $\frac{1}{4}$ of Section 23, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, Powers Addition, from ML to RE.

F. EXISTING ZONING AND LAND USE:

ML, Vacant/ Former Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a rezoning for the purpose of an existing single-family residence. The residence is presently vacant.

H. SIZE OF SITE:

The site is approximately 1.09 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a partially renovated single family residence, constructed in 1906. The home was damaged in the 2019 floods and has been vacant since that time.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** ML, Vacant/Agricultural
- 2. **East:** ML, Developed with a 40' x 60' pole barn
- 3. **South:** ML, (PCS Nitrogen Fertilizer property)/Vacant
- 4. **West:** ML, Vacant/Agricultural

C. REVELANT CASE HISTORY:

- 1. On April 25, 2013, the Planning Commission recommend denial of a request to rezone Lot 1, Powers 4th Addition, being a replat of Lot 1, Powers Addition, and part of Tax Lot 11, located in the Southeast ¼ of Section 23, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from ML to RE for the purpose of an existing single family residence and accessory structures; and small subdivision plat Lot 1, Powers 4th Addition. Denial based upon the Future Land Use Map of the Comprehensive Plan designating this property for light industrial use. The applicant withdrew the request prior to it moving forward to the City Council.
- 2. On March 24, 2022, the Planning Commission recommended denial of a request to rezone Lot 1, Powers Addition, from ML to RE for the purpose of an existing single family residential development.

D. APPLICABLE REGULATIONS:

- 1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property as being light industrial.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this area.
2. This property has access via a private driveway from East La Platte Road.

D. UTILITIES:

This property is served by a private well and septic system.

E. ANALYSIS:

1. Jeremiah Winsor has submitted a request to rezone Lot 1, Powers Addition, for the purpose of an existing single family residence.
2. This property is presently zoned ML. The applicant is requesting a change of zone to the RE zoning district to allow him to fix up and utilize the existing single family residence as a permitted use. Mr. Winsor writes the property was used as a single family residence prior to the 2019 floods and the rezoning would bring this property into conformance and allow him to continue its use as a single family residence. Please refer to the applicant's justification letter attached to this report.
3. Section 5.27.04 specifically excludes single family residences in the ML zoning district.
4. The intent of the RE zoning district is to allow low density residential uses on larger parcels of land which are compatible with adjacent urban growth. The minimum lot size is one acre.
5. The current structure and land in combination is considered a non-conforming use. The existing structure has remained vacant and void of improvements for more than twelve (12) consecutive months after the 2019 floods; and therefore, should only be used in conformance with the regulations of the district in which it is located per Section 4.19.

6. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.

7. The Future Land Use Map of the Comprehensive Plan shows this area as being light industrial. With construction of the Highway 34 corridor, forthcoming infrastructure, and anticipated development of this area, staff does not believe it is appropriate to rezone this property as Residential Estates, in opposition to the Comprehensive Plan and Future Land Use Map.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

DENIAL based upon the Future Land Use Map of the Comprehensive Plan designating this property for light industrial use.

V. PLANNING COMMISSION RECOMMENDATION

DENIAL based upon the Future Land Use Map of the Comprehensive Plan designating this property for light industrial use.

VI. ATTACHMENTS TO REPORT

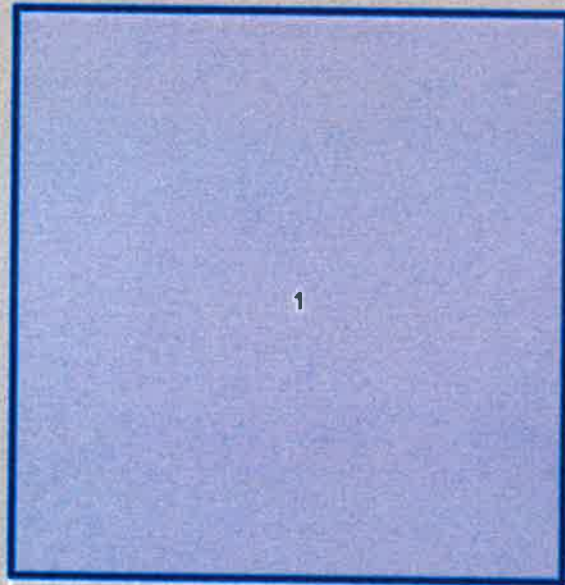
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from the applicant received February 16, 2022

VII. COPIES OF REPORT TO:

1. Jeremiah Winsor
3. Public Upon Request


Assistant Planning Manager


Planning Manager Date of Report



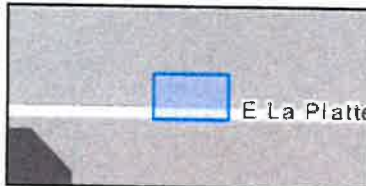
E La Platte Rd

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



Map Scale 1: 1128

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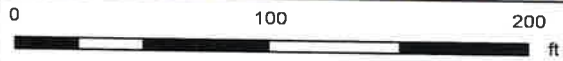
Notes





E La Platte Rd

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



Map Scale 1: 1128

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Notes



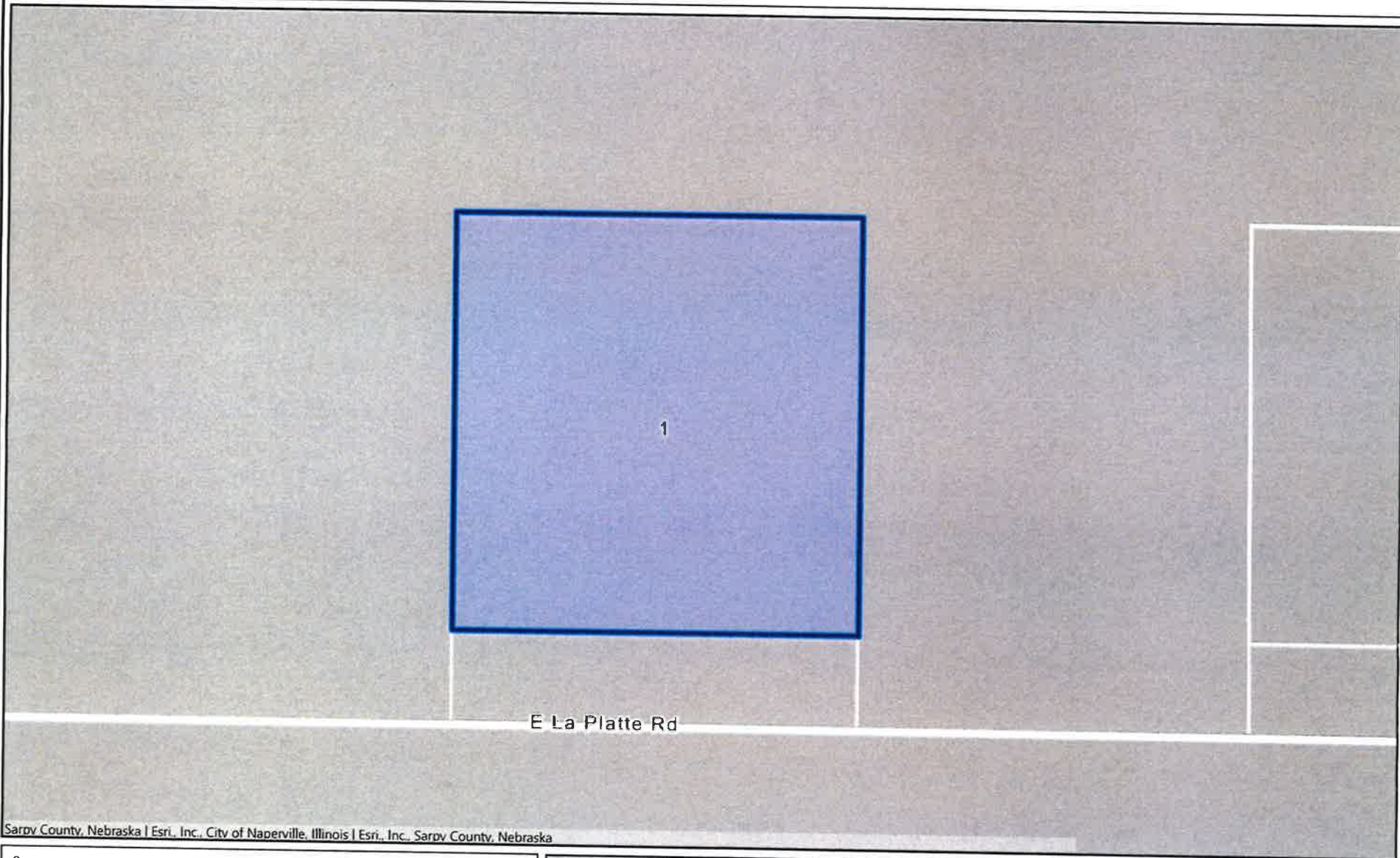
2-16-22

304 E. LA PLATTE RD.

TO WHOM IT MAY CONCERN. THIS PROPERTY
WAS USED AS A SINGLE FAMILY RESIDENCE
PRIOR TO THE 2019 FLOODS, I WISH TO
CONTINUE TO USE IT AS A SINGLE FAMILY
RESIDENCE.

Jeremiah J. Winsor

RECEIVED
FEB 16 2022
PLANNING DEPT.

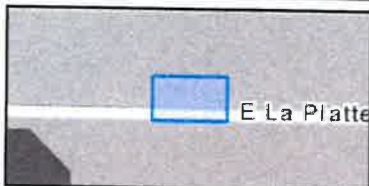


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



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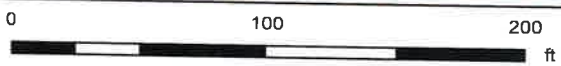
Notes





E La Platte Rd

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



Map Scale 1: 1128

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Notes



ORDINANCE NO. 4085

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 304 E LA PLATTE ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Powers Addition, located in the Southeast ¼ of Section 23, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From ML (Light Manufacturing) to RE (Residential Estates District)

(Jeremiah Winsor)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
5/3/2022

COUNCIL MEETING DATE: 04/19/2022	SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Request to annex Sanitary and Improvement Districts #67, Normandy Hills and #242 Cedar View; and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

A review of debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of these areas indicate it is feasible for the City to annex SID #67 and SID #242 at this time. This annexation is part of an annexation package consisting of two SID's and miscellaneous lots. The Planning Departments memorandum regarding the fiscal analysis and department review of the proposed annexation package is attached.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

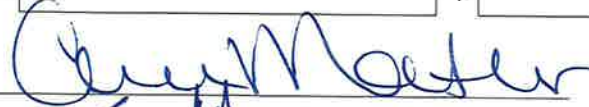
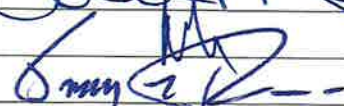
1. Planning Commission Recommendation Sheet	2. Staff Report	3. Ord. No. 4086
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

ORDINANCE NO. 4086

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

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

Lot 1 Bousema Addition Replat One, and

Lots 3A and 3B, 6 through 18, 27 through 104, 106, and 108 through 176, Normandy Hills, and

Lots 1 and 2, Normandy Hills Replat 2, and

Lots 1 and 2, Normandy Hills Replat III, and

Lots 1 through 8, and Outlot A, Normandy Hills Replat 4, and

Lots 1A and 1B, and Lot 2, Twin Valley Church Replat 1 Addition, and

Lots 1A through 16B, and Lots 36A through 38B French Village, and

Lots 1 through 23, 30, and 33 through 37, Cedar View, and

Lots 1, 3 through 7, and Outlot A, Cedar View Replat I, and

Lots 1 and 2, Cedar View Replat II, and

all abutting rights-of way.

ARE CONTIGUOUS 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 be in full force and be effective on June 2, 2022.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: April 05, 2022
Second Reading: April 19, 2022
Third Reading: May 03, 2022

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 19, 2022

REQUEST: to annex Sanitary and Improvement Districts #67 Normandy Hills and #242 Cedar View; and all abutting rights-of-way.

On March 24, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: March 24, 2022



City of Bellevue

Office of the Planning Department

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: March 28, 2022
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following two Sanitary and Improvement Districts into the city limits:

SID #67 Normandy Hills
SID #242 Cedar View

In addition to these SIDs, we are also proposing the annexation of an additional twenty (20) parcels that are currently adjacent to the City or will be upon approval of the SID annexations. Individual maps of the SIDs and the twenty (20) additional lots are attached.

FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The two SIDs proposed for annexation have an assessed valuation for 2021 of \$50,147,165 which will generate \$305,898 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$347,544 in cash and investments on deposit with the County Treasurer. The initial incremental increase in cash flow for the SID's would be \$356,348 and the potential future capital expenditures would be \$5,495,000. On the liability side, SID #242 has \$60,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$11,800. Annual tax revenue after debt service payments is expected to be \$294,098 prior to accounting for how the cash and investments are utilized. An increase in state aid, sales tax and other expenditures is expected to be \$191,795. The unincorporated lots will add another \$1,377,798 of valuation, \$8,406 of tax revenue, and an increase of \$58,458 in state aid, sales tax, and other debt to the annexation package. A chart showing figures for the individual SIDs and unincorporated lots is attached for your review.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 272 parcels and 336 dwelling units, including apartments. The population estimate of 668 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$214,554.00. Below is a summary of those comments; full responses are attached to this report.

Parks Department - one Park and open space, tree maintenance, one playground; no additional staff or equipment needed to maintain the four annexation areas. However, per Tom Woodard, Normandy Hills Park equipment and playground surface have several safety concerns. The park equipment will need to be renovated and made ADA accessible. Based on what Mr. Woodard has identified the estimated cost would be \$50,000.00 - \$70,000.00

Wastewater - infrastructure is satisfactory with minimal immediate repairs needed. Wastewater revenue would allow the department to continue to operate within its current operating margin

Street Department - additional 13.81 lane miles to maintain; increase in State Highway Allocation funding of \$112,728; 1 additional FTE personnel (\$50,000); increase in operational expenses of (\$109,502); capital expenses-one single-axle plow truck and one motor-grader (\$425,000)

Police Department - analyzed the SIDs in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The impact of the property tax levy of the City is shown in the chart below (based upon current levy amounts). In determining future taxes, the levies for the SID and the three districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID#</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	0.130500	\$130.50
242	-0.069500	-\$69.50
Area #2	0.430500	\$430.50
Area #3	0.430500	\$430.50
Area #4	0.430500	\$430.50

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. These parcels will see an increase of 0.430500 in the mil levy, or \$430.50 per \$100,000 of valuation.

Property tax changes will be effective for taxes assessed in 2022 and due in 2023.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non-residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING DEPARTMENT RECOMMENDATION

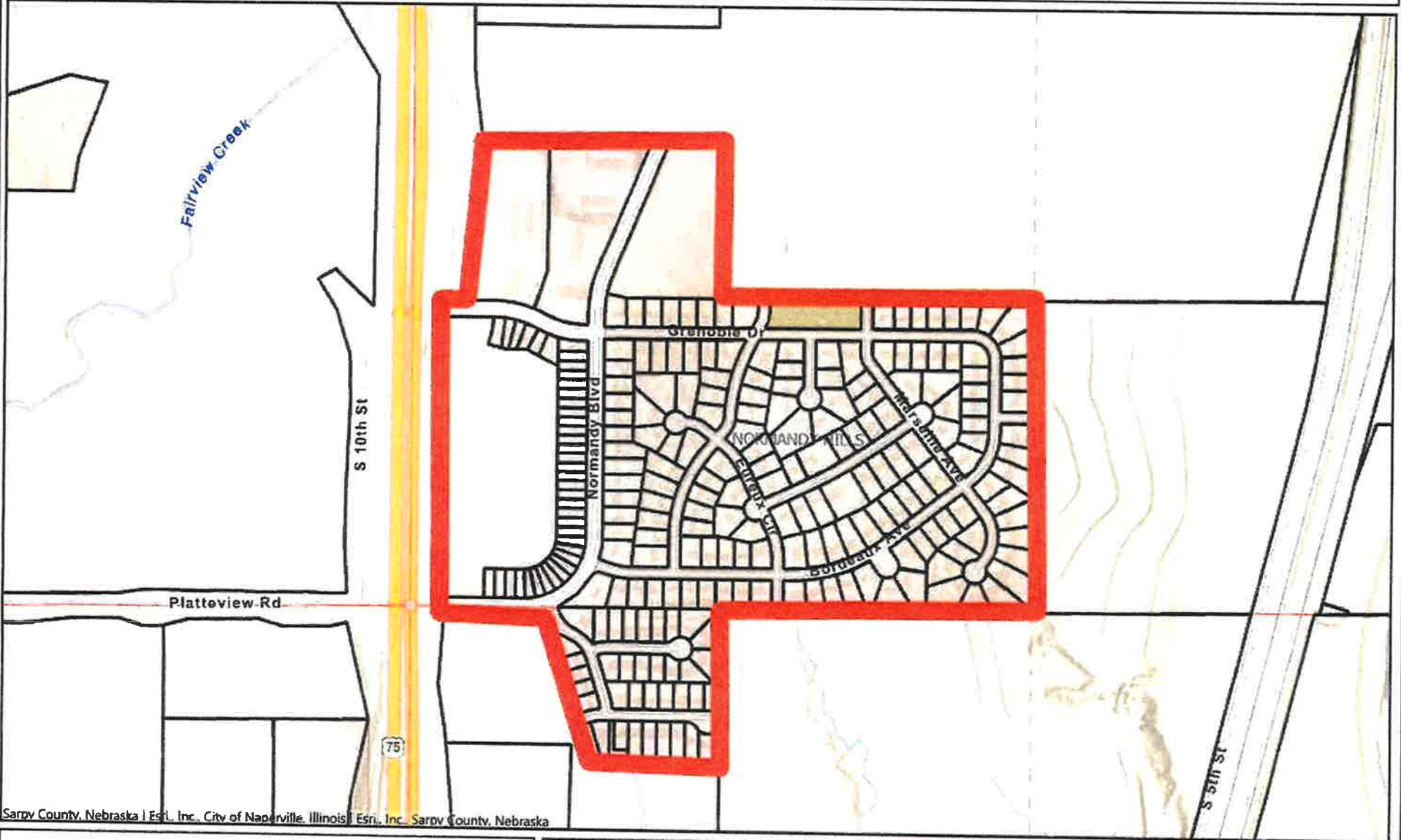
APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

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



Annexation Area 1 - SIDs 67 and 242



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



Map Scale 1: 9028

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Notes



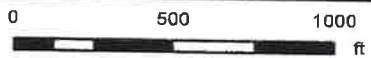


SARPY COUNTY
NEBRASKA

Annexation Area 2



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



Map Scale 1: 9028

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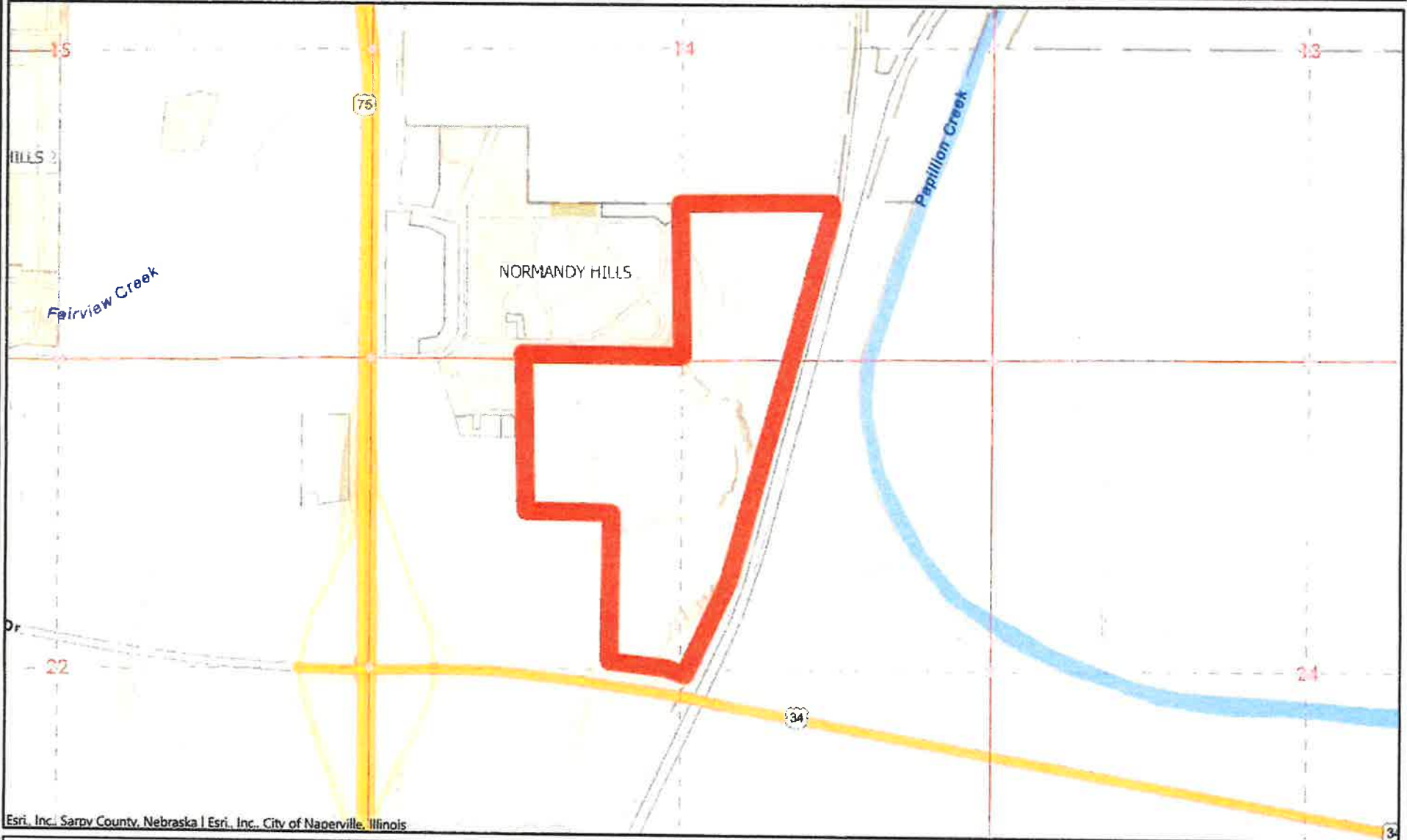
Notes



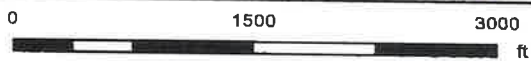


SARPY COUNTY
NEBRASKA

Annexation Area #3



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



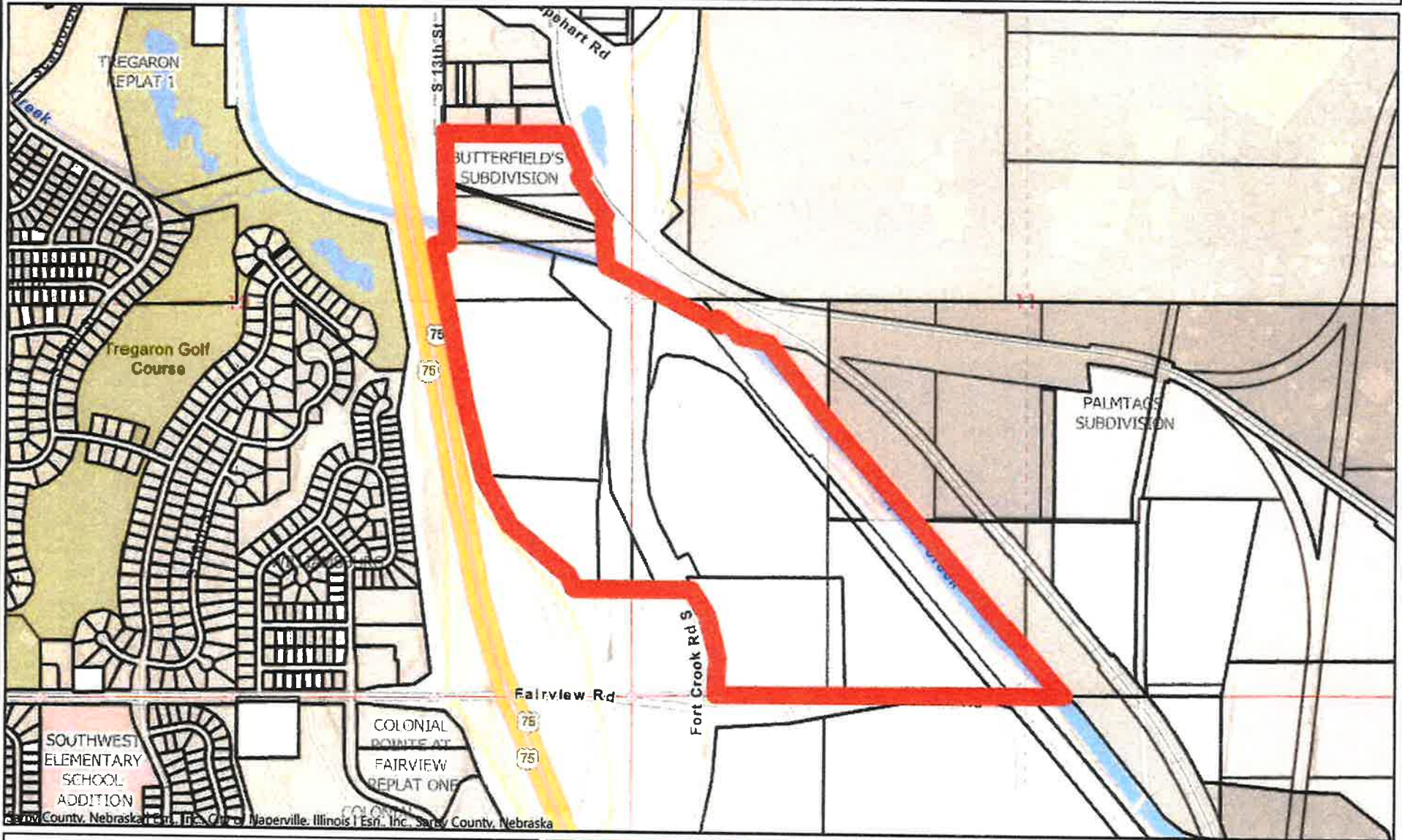
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Notes





Map Scale 1: 14274

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Notes



Annexation Area/SID #	Annexation Area/SID Name	2021 Valuation	Cash And Investments	Bonded Debt	Annual Debt Service	City Tax Levy Revenue	Tax Revenue Minus Debt Service	Increase In State Aid, Sales Tax & Other	Increase In Department Costs	Initial Incremental Increase in Cash Flow	Potential Future Capital Expenditures
67	Normandy	\$ 42,268,815	\$ 307,908	\$ -	\$ -	\$ 257,840	\$ 257,840	\$ 171,465	\$ 103,431	\$ 325,874	\$ 5,495,000
242	Cedar View	\$ 7,878,350	\$ 39,636	\$ 60,000	\$ 11,800	\$ 48,058	\$ 36,258	\$ 20,330	\$ 26,114	\$ 30,474	
Area #2	Area #2	\$ 442,378	\$ -	\$ -	\$ -	\$ 2,699	\$ 2,699	\$ 232	\$ -	\$ 2,931	
Area #3	Area #3	\$ 578,615	\$ -	\$ -	\$ -	\$ 3,530	\$ 3,530	\$ 35,420	\$ 51,706	\$ (12,756)	
Area #4	Area #4	\$ 356,805	\$ -	\$ -	\$ -	\$ 2,177	\$ 2,177	\$ 22,806	\$ 33,303	\$ (8,320)	
		\$ 51,524,963	\$ 347,544	\$ 60,000	\$ 11,800	\$ 314,304	\$ 302,504	\$ 250,253	\$ 214,554	\$ 338,203	\$ 5,495,000



City of Bellevue

Parks Department

8201 South 42nd Street • Bellevue, Nebraska 68147 • (402) 293-3122


MEMO

RECEIVED

MAR 07 2022

PLANNING DEPT.

To: Doug Clark
Tammi Palm
Angela Curry

From: Jim Shada 

Subject: Proposed Annexation Packages

Date: March 7, 2022

As per your request, after reviewing the four annexation packages, the Parks Department would not require any additional staff or equipment needs to maintain the four annexation areas. However, Normandy Hills Park equipment and playground surface has several safety concerns. Please find attached Mr. Tom Woodard's assessment. Based on what Tom has pointed out, I would estimate it would cost between \$50,000.00-\$70,000.00 to renovate the park equipment and make it ADA accessible.

Thank you,

Jim Shada
Parks & Recreation Director

information

Tom Woodard

Mon 3/7/2022 10:44 AM

To: Jim Shada <Jim.Shada@bellevue.net>;

1 attachments (4 MB)

Normandy Hills.docx;

If you need more specifics I can get that for you as needed. Let me know..Tom

**Normandy Hills
March 7, 2022**



This 2-5 playground assembly is an older unit but I did not observe any notable Safety concerns. The whole playground is covered in pea gravel which is not the best for impact safety but is acceptable.





It was released in January 1995 by the U.S. Consumer Product Safety Commission that any and all animal swings were to be removed from public playgrounds due to impact with small children.



In 2004 the CPSC banned all wood structures in public playground due to theca wood and over time rotting at the base causing potential tip over. Also standards started in 1999 will not allow swings attached to a playground assembly.



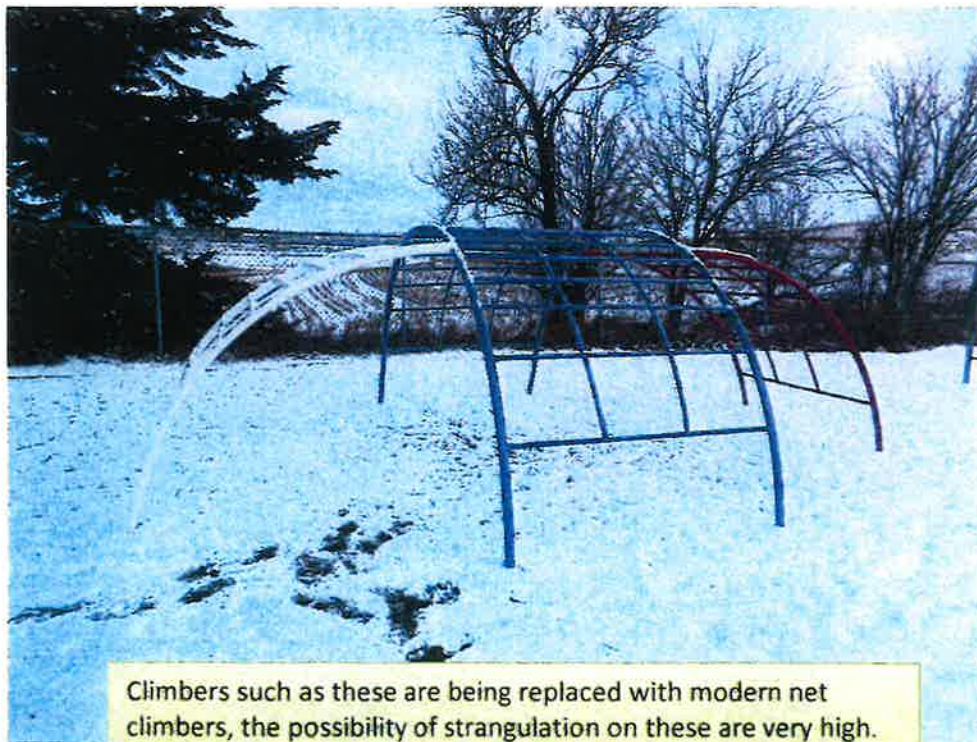
These bucket seats are not of the CPSC approved swings nor are they ADA compliant.



Tire swings are only allowed on a frame by itself. Very specific safety standards have to be followed on this type of swing.



This type of swing is allowed , however the wood structure over it is not, too many areas for little ones to get hurt climbing in and around.



Climbers such as these are being replaced with modern net climbers, the possibility of strangulation on these are very high.



The spinner is in good shape as well as the picnic shelter.





There is not any ADA accessible routes from the sidewalk to the playground area.





This Park does offer a fenced in Basketball court , it might server as a tennis court as well



City of Bellevue Waste Water Department

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

To: Tammi Palm
CC: Doug Clark
From: Epiphany Ramos
RE: Annexation Report Request Dated 02/17/2022 – Normandy Hills and undeveloped lots
Date: February 28, 2022

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory, with likely minimal pipeline repairs needed immediately. There appear to be at least two manhole structures that will require immediate repairs via confined space access. The condition of the lift station is unknown due to inability to gain access, however it was operational upon inspection. There is also approximately 500' of 4" force main that could not be inspected. Upgrades to the lift station will be needed to standardize communications and components to meet current WW Operations and Maintenance Plan objectives. Immediate intense cleaning and PACP inspection will be required upon annexation which will take approximately 2 months for my current staff to complete and will create backlog for the existing scheduled workload. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. We calculate FTE based on resource load per asset unit. Used here is the total existing linear feet of pipeline, structures, and lift station assets currently maintained by the department within the O&M program model. An additional .25 FTE, and corresponding expense budget maintaining a 30% operating margin, would be required to service the annexation outlined below. Existing equipment and fleet can be utilized for routine maintenance.

	Total ft of Sanitary Pipe	Total Structures	Total Units	Est Annual Revenue	Average Remaining Life of Assets (YR)	Total FTE needed for Maint
SID	67 10761	55	238	\$ 118,209.84	75	0.08
and CedarView	500 (Force Main)	1 (Lift Station)	0	\$ -	10	0.13

RECEIVED

FEB 28 2022

PLANNING DEPT.





City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Doug Clark Public Works Director
From: Bobby Riggs Street Superintendent
Subject: 2021 Annexation Package Impact Review
Date: March 7, 2022

RECEIVED

MAR 7 2022

PLANNING DEPT.

I. SID AREAS

Lane Mile Additions – 1.92 % increase over existing

○ **Package, Total Lane Miles = 12.81**

- Area 1 - #67 – Normandy Hills = 5.66 #242 – Cedar View = 1.59
- Area 2 - No lane mile impact
- Area 3 - Lane Miles – 3.99
- Area 4 - Lane Miles - 2.57

II. COSTS:

A. DEPARTMENT OPERATIONAL BUDGET

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2021-2022 operational maintenance budget (667 lane miles) is funded at \$5,701,618.00 in total. This rate of funding breaks down to \$8,548.15 per lane mile for the department's operational expenditures. This package totals 12.81 lane miles and would require a baseline funding adjustment of 1.92 % above the current year's budgeted levels to meet annual operational needs.

***Note: This number does not factor in the request for additional staff, equipment, or regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly \$6,500 dollars for signs, posts, and hardware to cover the potential new areas which would be completed this fiscal year.*

Estimated year-one, base-line operational budget increase for FY21-22: \$109,471.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 2021-21, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on nearly 670 lane miles of roads.

The department should look to seek a staffing ratio of 1 employee per 15.00 lane miles to meet operational needs.

This package approaches the threshold to add 1 full-time employee and would be needed as the department staffing level is currently far under the ratio.

FY 2021-22 increased department Personnel cost assumption, above current levels for one full-time staff addition - \$50,000

ii.) EQUIPMENT NEEDS

To provide current levels of service during snow removal operations in the winter months, the department used thirty-four (38) pieces of equipment to clear roads in the winter last year. This averages 17.63 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One (1) single-axle plow truck, one (1) motor-grader.

Estimated first-year equipment cost to cover areas, above potential approved budget - \$425,000

iii.) AREA 3

Special consideration should be given to this area, namely the roadway and bridge conditions. Road resurfacing and significant bridge rehabilitation will cost upwards of 5 million dollars and should be programmed immediately.

C. REVENUE

i.) HIGHWAY ALLOCATION

Projected revenue increase

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

Revenue projections in this report are based solely on fiscal 21-22 budget forecast reduced to a per lane mile estimate.

Fiscal 2021-22 budget – \$5,871,407 for 2021 lane mile levels. This budget forecast equates to roughly \$8,800 per lane mile in revenue from the Highway Trust fund on an annual basis.

The 12-month anticipated increase to Highway Allocation revenue levels from this proposed package would be \$112,728.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



Tammi Palm

From: Ken Clary
Sent: Wednesday, March 9, 2022 9:23 AM
To: Tammi Palm
Cc: Dave Stukenholtz; Jim Ristow
Subject: RE: proposed annexation packages

Tammi,

I apologize for the delay. At this time the impact would be limited regarding the proposed annexations. The only currently populated area of the annexations is Normandy Hills. Sarpy County shows 213 total calls for service in that area over the previous year. I believe our District 712 or 742 cars could absorb those calls over the short term. I will add the caveat that – as this area is built-out and we annex more area around Hwy 34 and Hwy 75, that will likely need to be added as a stand-alone district (adding the need for four additional officers). Talking to Mark, that will likely be in the timeline of 2024 or 2025. So, to summarize, the current impact would be negligible and we will discuss further with future annexations in that area.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Wednesday, March 9, 2022 8:40 AM
To: Ken Clary <ken.clary@bellevue.net>
Subject: FW: proposed annexation packages

Hi Chief,

Just a reminder – can I get your comments on these proposed annexations? We're putting our report together and I want to make sure I have any Police needs documented.

Thanks!

Best regards,

Tammi Palm

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

From: Tammi Palm
Sent: Thursday, February 17, 2022 10:45 AM
To: Mark Elbert <mark.elbert@bellevue.net>; Doug Clark <doug.clark@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ken Clary <ken.clary@bellevue.net>
Cc: Richard Severson <richard.severson@bellevue.net>; 'Angela Curry' <angela.curry@bellevue.net>; Bree Robbins <bree.robbins@bellevue.net>
Subject: proposed annexation packages

Tammi Palm

From: Gifford, Donald (235)
Sent: Tuesday, February 22, 2022 6:23 AM
To: Tammi Palm
Cc: Guido, Perry
Subject: FW: proposed annexation packages
Attachments: Annex Area 1 GIS Map.pdf; Annex Area 2 GIS map.pdf; Annex Area 3 GIS Map.pdf; Annex Area 4 GIS Map.pdf

Tami,
Chief Guido ask me to investigate this, there is no impact to the fire department due to the fire department already covers the areas in the proposed annexation package.

Donald Gifford
Battalion Chief
City of Bellevue Fire Department
Inspections Bureau
Email Donald.gifford@bellevue.net
Phone 402-682-6630
Cell 402-515-8545

From: Tammi Palm <Tammi.Palm@bellevue.net>
Date: February 17, 2022 at 10:44:45 AM CST
To: Mark Elbert <mark.elbert@bellevue.net>, Doug Clark <doug.clark@bellevue.net>, Ashley Decker <ashley.decker@bellevue.net>, Susan Kluthe <Susan.Kluthe@bellevue.net>, Julie Dinville <Julie.Dinville@bellevue.net>, Perry Guido <Perry.Guido@bellevue.net>, Ken Clary <ken.clary@bellevue.net>
Cc: Richard Severson <richard.severson@bellevue.net>, Angela Curry <angela.curry@bellevue.net>, Bree Robbins <bree.robbins@bellevue.net>
Subject: proposed annexation packages

Good morning,

The city is proposing four annexation packages to be heard at our March 24 Planning Commission meeting. I have attached maps of each area. Please distribute amongst your departments as necessary and please provide detailed impact information (i.e. additional staff needs, equipment, etc.) back to me by **March 7**.

Please breakdown your impacts per proposed annexation area if possible and as applicable, as we will look at each of these areas separately through the public hearing process.

Please let me know if you have any questions.

Thanks!

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11d.
5/3/2022

COUNCIL MEETING DATE: 04/19/2022		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>		

SUBJECT:

Request to annex Tax Lot 9A1 except right of way, Section 23-13-13, Tax Lot 9B except right of way, Section 23-13-13, and the Irregular Northeasterly Part of Tax Lots 14A and 14B, Section 23-13-13; all located in Section 23, T13N, R13E of the 6th P.M.; and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

A review of debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of these areas indicate it is feasible for the City to annex these lots at this time. This annexation is part of an annexation package consisting of two SID's and miscellaneous lots. The Planning Departments memorandum regarding the fiscal analysis and department review of the proposed annexation package is attached.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

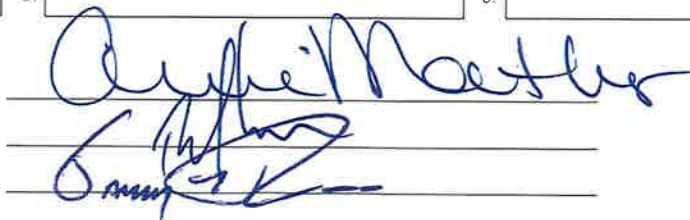
- | | | |
|--|--|---|
| 1. <input type="text" value="Planning Commission Recommendation Sheet"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 4087"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4087

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

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

Tax Lot 9A1 except right of way, located in Section 23, T13N, R13E of the 6th P.M, Sarpy County, Nebraska and

Tax Lot 9B except right of way, located in Section 23, T13N, R13E of the 6th P.M, Sarpy County, Nebraska and

Irregular Northeasterly Part of Tax Lots 14A and 14B; located in Section 23, T13N, R13E of the 6th P.M. Sarpy County, Nebraska, and

all abutting rights-of-way.

ARE CONTIGUOUS 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 be in full force and be effective on June 2, 2022.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: April 05, 2022
Second Reading: April 19, 2022
Third Reading: May 03, 2022

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 19, 2022

REQUEST: to annex Tax Lot 9A1 except right of way, Section 23-13-13, Tax Lot 9B except right of way, Section 23-13-13, and the Irregular Northeasterly Part of Tax Lots 14A and 14B, Section 23-13-13; all located in Section 23, T13N, R13E of the 6th P.M.; and all abutting rights-of-way.

On March 24, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: March 24, 2022



City of Bellevue

Office of the Planning Department

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: March 28, 2022
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following two Sanitary and Improvement Districts into the city limits:

SID #67 Normandy Hills
SID #242 Cedar View

In addition to these SIDs, we are also proposing the annexation of an additional twenty (20) parcels that are currently adjacent to the City or will be upon approval of the SID annexations. Individual maps of the SIDs and the twenty (20) additional lots are attached.

FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The two SIDs proposed for annexation have an assessed valuation for 2021 of \$50,147,165 which will generate \$305,898 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$347,544 in cash and investments on deposit with the County Treasurer. The initial incremental increase in cash flow for the SID's would be \$356,348 and the potential future capital expenditures would be \$5,495,000. On the liability side, SID #242 has \$60,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$11,800. Annual tax revenue after debt service payments is expected to be \$294,098 prior to accounting for how the cash and investments are utilized. An increase in state aid, sales tax and other expenditures is expected to be \$191,795. The unincorporated lots will add another \$1,377,798 of valuation, \$8,406 of tax revenue, and an increase of \$58,458 in state aid, sales tax, and other debt to the annexation package. A chart showing figures for the individual SIDs and unincorporated lots is attached for your review.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 272 parcels and 336 dwelling units, including apartments. The population estimate of 668 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$214,554.00. Below is a summary of those comments; full responses are attached to this report.

Parks Department - one Park and open space, tree maintenance, one playground; no additional staff or equipment needed to maintain the four annexation areas. However, per Tom Woodard, Normandy Hills Park equipment and playground surface have several safety concerns. The park equipment will need to be renovated and made ADA accessible. Based on what Mr. Woodard has identified the estimated cost would be \$50,000.00 - \$70,000.00

Wastewater - infrastructure is satisfactory with minimal immediate repairs needed. Wastewater revenue would allow the department to continue to operate within its current operating margin

Street Department - additional 13.81 lane miles to maintain; increase in State Highway Allocation funding of \$112,728; 1 additional FTE personnel (\$50,000); increase in operational expenses of (\$109,502); capital expenses-one single-axle plow truck and one motor-grader (\$425,000)

Police Department - analyzed the SIDs in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The impact of the property tax levy of the City is shown in the chart below (based upon current levy amounts). In determining future taxes, the levies for the SID and the three districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID#</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	0.130500	\$130.50
242	-0.069500	-\$69.50
Area #2	0.430500	\$430.50
Area #3	0.430500	\$430.50
Area #4	0.430500	\$430.50

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. These parcels will see an increase of 0.430500 in the mil levy, or \$430.50 per \$100,000 of valuation.

Property tax changes will be effective for taxes assessed in 2022 and due in 2023.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non-residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING DEPARTMENT RECOMMENDATION

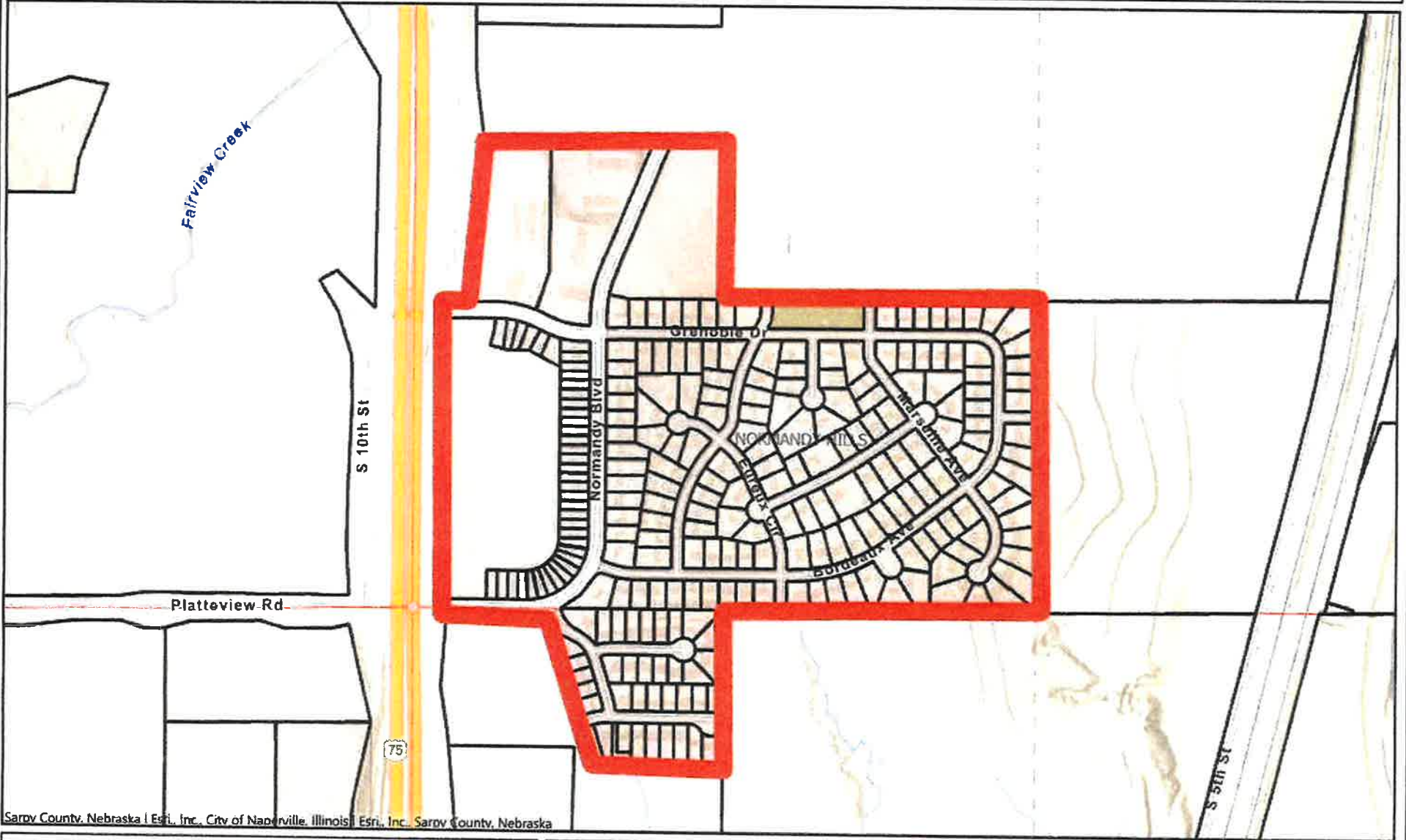
APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

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



Annexation Area 1 - SIDs 67 and 242



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



Map Scale 1: 9028

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



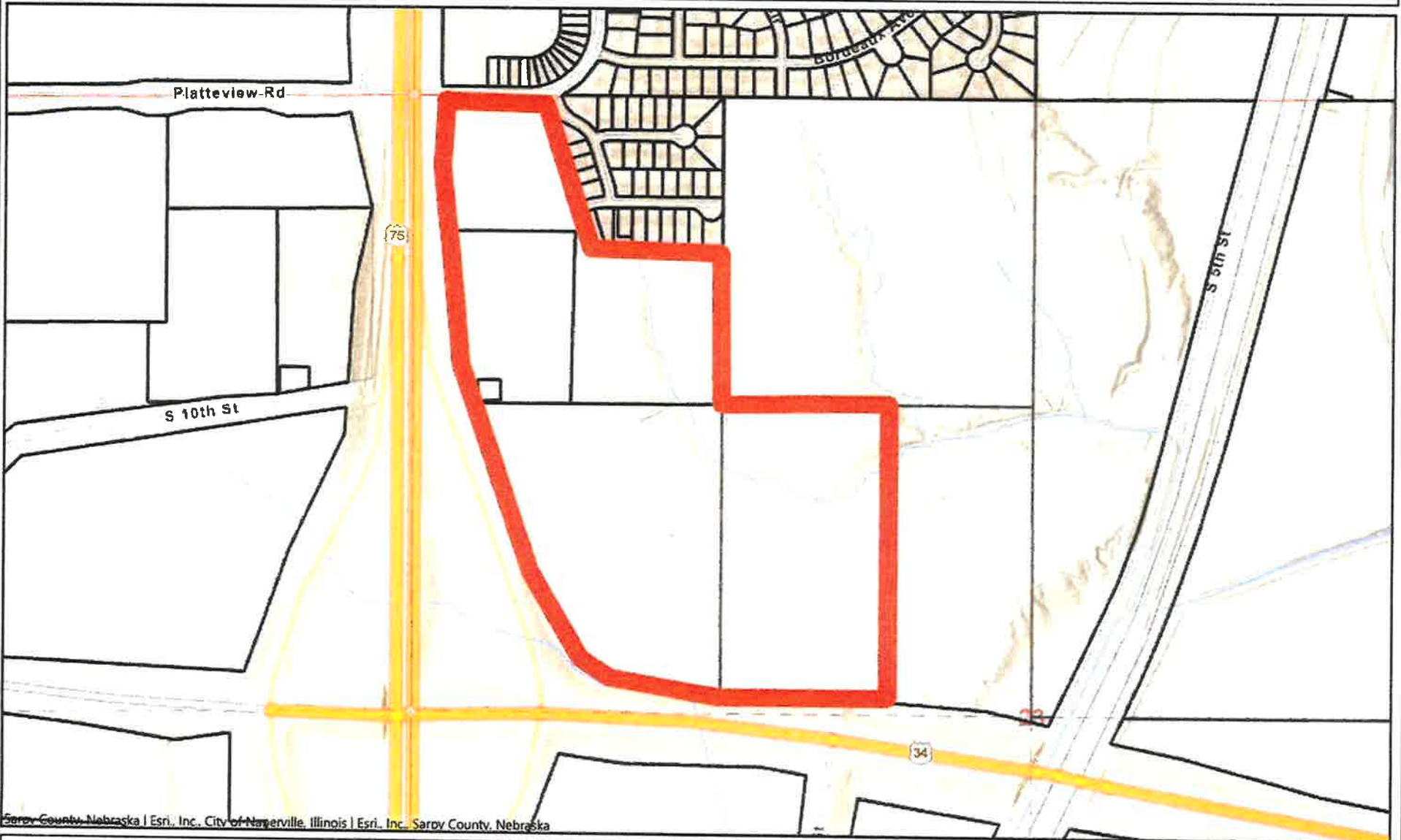
Notes



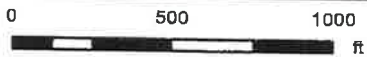


SARPY COUNTY
NEBRASKA

Annexation Area 2



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



Map Scale 1: 9028

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



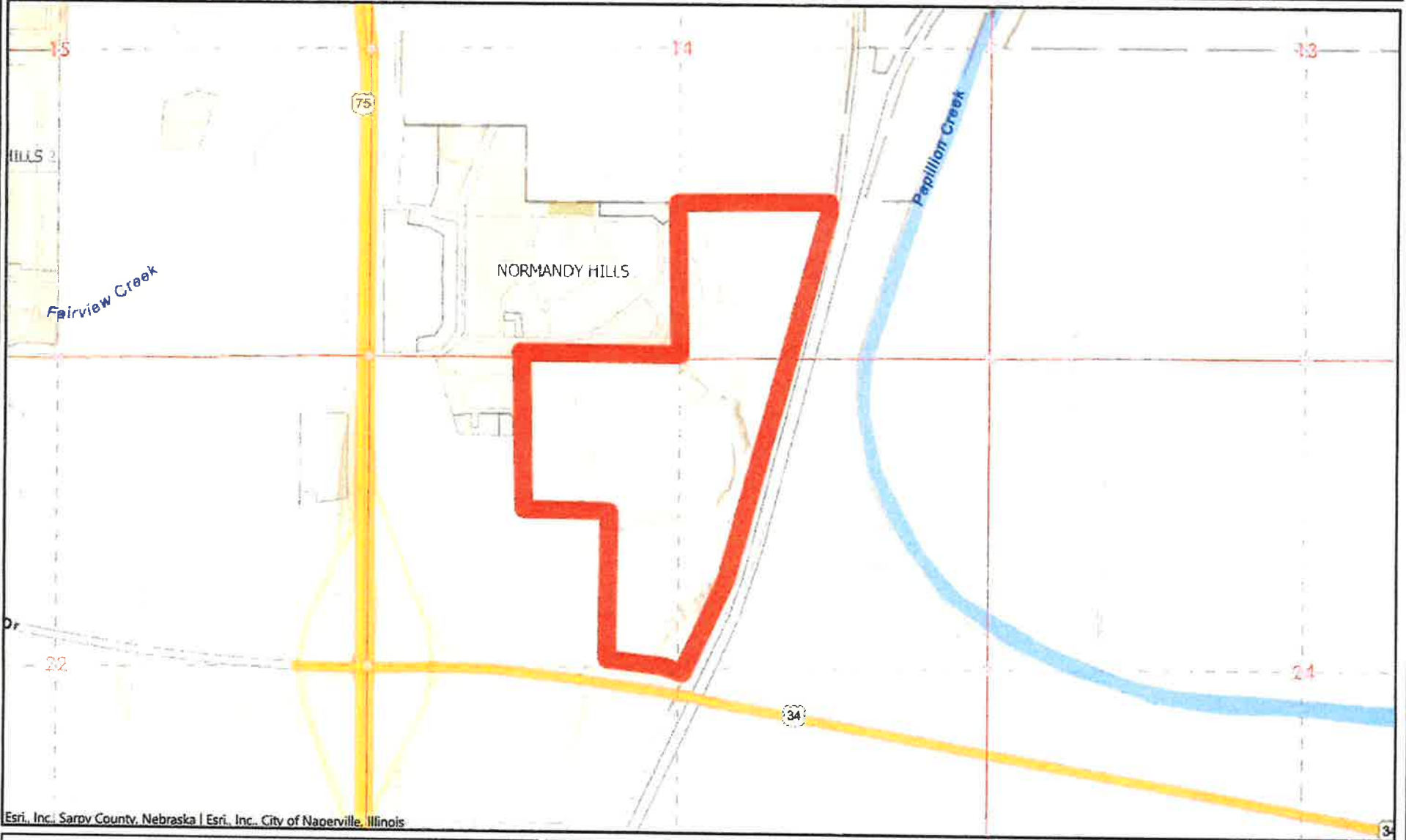
Notes





SARPY COUNTY
NEBRASKA

Annexation Area #3



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



Map Scale 1: 18056

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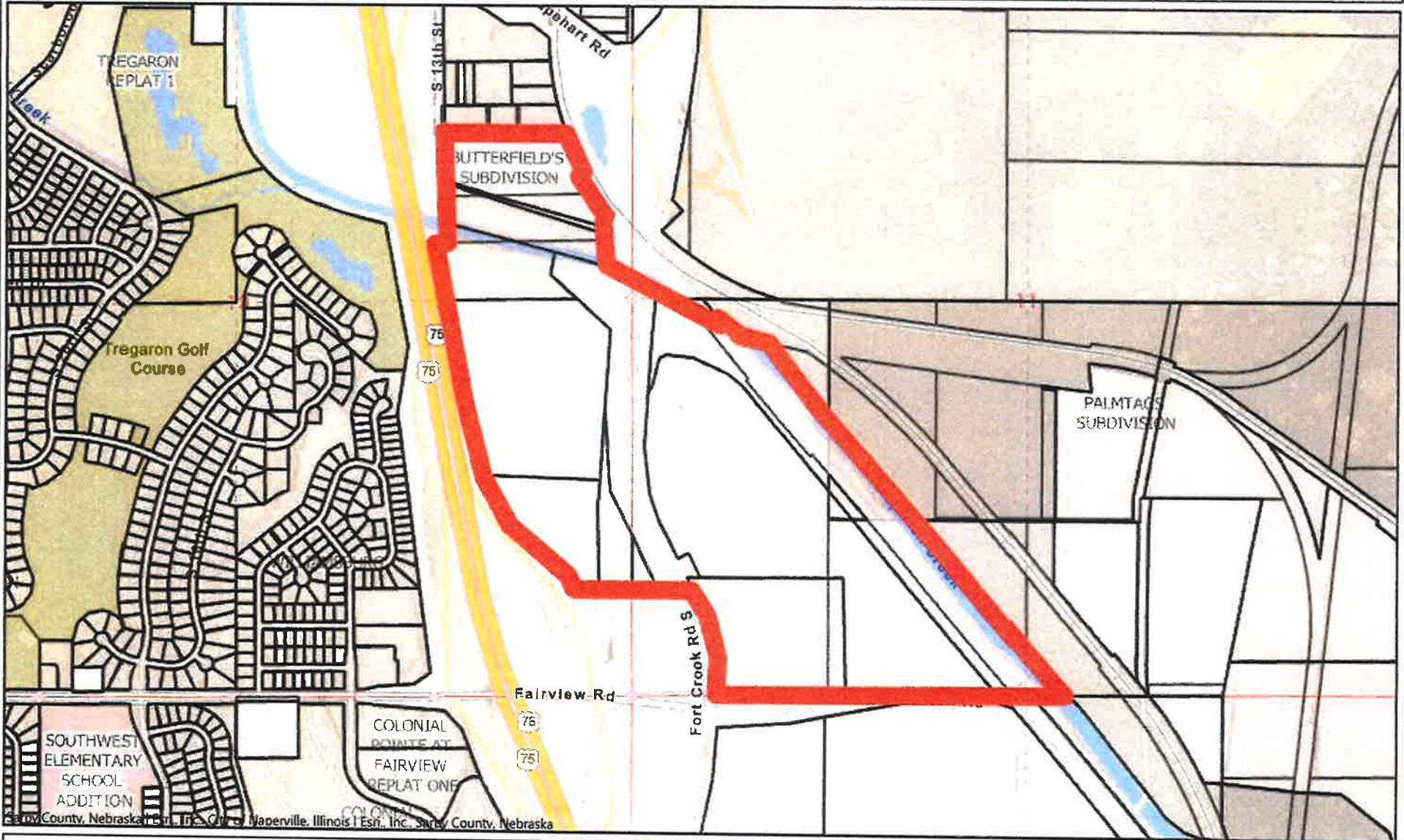
Notes





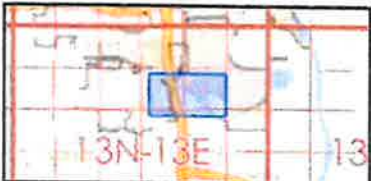
SARPY COUNTY
NEBRASKA

Annexation Area 4



Map Scale 1: 14274

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



Notes



Annexation Area/SID #	Annexation Area/SID Name	2021 Valuation	Cash And Investments	Bonded Debt	Annual Debt Service	City Tax Levy Revenue	Tax Revenue Minus Debt Service	Increase In State Aid, Sales Tax & Other	Increase In Department Costs	Initial Incremental Increase in Cash Flow	Potential Future Capital Expenditures
67	Normandy	\$ 42,268,815	\$ 307,908	\$ -	\$ -	\$ 257,840	\$ 257,840	\$ 171,465	\$ 103,431	\$ 325,874	\$ 5,495,000
242	Cedar View	\$ 7,878,350	\$ 39,636	\$ 60,000	\$ 11,800	\$ 48,058	\$ 36,258	\$ 20,330	\$ 26,114	\$ 30,474	
Area #2	Area #2	\$ 442,378	\$ -	\$ -	\$ -	\$ 2,699	\$ 2,699	\$ 232	\$ -	\$ 2,931	
Area #3	Area #3	\$ 578,615	\$ -	\$ -	\$ -	\$ 3,530	\$ 3,530	\$ 35,420	\$ 51,706	\$ (12,756)	
Area #4	Area #4	\$ 356,805	\$ -	\$ -	\$ -	\$ 2,177	\$ 2,177	\$ 22,806	\$ 33,303	\$ (8,320)	
		\$ 51,524,963	\$ 347,544	\$ 60,000	\$ 11,800	\$ 314,304	\$ 302,504	\$ 250,253	\$ 214,554	\$ 338,203	\$ 5,495,000



City of Bellevue

Parks Department

8201 South 42nd Street • Bellevue, Nebraska 68147 • (402) 293-3122


MEMO

RECEIVED

MAR 07 2022

PLANNING DEPT.

To: Doug Clark
Tammi Palm
Angela Curry

From: Jim Shada 

Subject: Proposed Annexation Packages

Date: March 7, 2022

As per your request, after reviewing the four annexation packages, the Parks Department would not require any additional staff or equipment needs to maintain the four annexation areas. However, Normandy Hills Park equipment and playground surface has several safety concerns. Please find attached Mr. Tom Woodard's assessment. Based on what Tom has pointed out, I would estimate it would cost between \$50,000.00-\$70,000.00 to renovate the park equipment and make it ADA accessible.

Thank you,

Jim Shada
Parks & Recreation Director

information

Tom Woodard

Mon 3/7/2022 10:44 AM

To: Jim Shada <Jim.Shada@bellevue.net>;

1 attachments (4 MB)

Normandy Hills.docx;

If you need more specifics I can get that for you as needed. Let me know..Tom

**Normandy Hills
March 7, 2022**



This 2-5 playground assembly is an older unit but I did not observe any notable Safety concerns. The whole playground is covered in pea gravel which is not the best for impact safety but is acceptable.





It was released in January 1995 by the U.S. Consumer Product Safety Commission that any and all animal swings were to be removed from public playgrounds due to impact with small children.



In 2004 the CPSC banned all wood structures in public playground due to the wood rotting at the base causing potential tip over. Also standards started in 1999 will not allow swings attached to a playground assembly.





This type of swing is allowed , however the wood structure over it is not, too many areas for little ones to get hurt climbing in and around.



Climbers such as these are being replaced with modern net climbers, the possibility of strangulation on these are very high.



The spinner is in good shape as well as the picnic shelter.





There is not any ADA accessible routes from the sidewalk to the playground area.





This Park does offer a fenced in Basketball court , it might server as a tennis court as well



City of Bellevue

Waste Water Department

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

To: Tammi Palm
 CC: Doug Clark
 From: Epiphany Ramos
 RE: Annexation Report Request Dated 02/17/2022 – Normandy Hills and undeveloped lots
 Date: February 28, 2022

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory, with likely minimal pipeline repairs needed immediately. There appear to be at least two manhole structures that will require immediate repairs via confined space access. The condition of the lift station is unknown due to inability to gain access, however it was operational upon inspection. There is also approximately 500' of 4" force main that could not be inspected. Upgrades to the lift station will be needed to standardize communications and components to meet current WW Operations and Maintenance Plan objectives. Immediate intense cleaning and PACP inspection will be required upon annexation which will take approximately 2 months for my current staff to complete and will create backlog for the existing scheduled workload. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. We calculate FTE based on resource load per asset unit. Used here is the total existing linear feet of pipeline, structures, and lift station assets currently maintained by the department within the O&M program model. An additional .25 FTE, and corresponding expense budget maintaining a 30% operating margin, would be required to service the annexation outlined below. Existing equipment and fleet can be utilized for routine maintenance.

	Total ft of Sanitary Pipe	Total Structures	Total Units	Est Annual Revenue	Average Remaining Life of Assets (YR)	Total FTE needed for Maint
SID	67 10761	55	238	\$ 118,209.84	75	0.08
and CedarView	500 (Force Main)	1 (Lift Station)	0	\$ -	10	0.13

RECEIVED
FEB 28 2022
PLANNING DEPT.





City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Doug Clark Public Works Director
From: Bobby Riggs Street Superintendent
Subject: 2021 Annexation Package Impact Review
Date: March 7, 2022

RECEIVED

MAR 7 2022

PLANNING DEPT.

I. SID AREAS

Lane Mile Additions – 1.92 % increase over existing

○ **Package, Total Lane Miles = 12.81**

- Area 1 - #67 – Normandy Hills = 5.66 #242 – Cedar View = 0.59
- Area 2 - No lane mile impact
- Area 3 - Lane Miles – 3.99
- Area 4 - Lane Miles -2.57

II. COSTS:

A. DEPARTMENT OPERATIONAL BUDGET

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2021-2022 operational maintenance budget (667 lane miles) is funded at \$5,701,618.00 in total. This rate of funding breaks down to \$8,548.15 per lane mile for the department's operational expenditures. This package totals 12.81 lane miles and would require a baseline funding adjustment of 1.92 % above the current year's budgeted levels to meet annual operational needs.

***Note: This number does not factor in the request for additional staff, equipment, or regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly \$6,500 dollars for signs, posts, and hardware to cover the potential new areas which would be completed this fiscal year.*

Estimated year-one, base-line operational budget increase for FY21-22: \$109,471.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 2021-21, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on nearly 670 lane miles of roads.

The department should look to seek a staffing ratio of 1 employee per 15.00 lane miles to meet operational needs.

This package approaches the threshold to add 1 full-time employee and would be needed as the department staffing level is currently far under the ratio.

FY 2021-22 increased department Personnel cost assumption, above current levels for one full-time staff addition - \$50,000

ii.) EQUIPMENT NEEDS

To provide current levels of service during snow removal operations in the winter months, the department used thirty-four (38) pieces of equipment to clear roads in the winter last year. This averages 17.63 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One (1) single-axle plow truck, one (1) motor-grader.

Estimated first-year equipment cost to cover areas, above potential approved budget - \$425,000

iii.) AREA 3

Special consideration should be given to this area, namely the roadway and bridge conditions. Road resurfacing and significant bridge rehabilitation will cost upwards of 5 million dollars and should be programmed immediately.

C. REVENUE

i.) HIGHWAY ALLOCATION

Projected revenue increase

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





City of Bellevue Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

Revenue projections in this report are based solely on fiscal 21-22 budget forecast reduced to a per lane mile estimate.

Fiscal 2021-22 budget – \$5,871,407 for 2021 lane mile levels. This budget forecast equates to roughly \$8,800 per lane mile in revenue from the Highway Trust fund on an annual basis.

The 12-month anticipated increase to Highway Allocation revenue levels from this proposed package would be \$112,728.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



Tammi Palm

From: Ken Clary
Sent: Wednesday, March 9, 2022 9:23 AM
To: Tammi Palm
Cc: Dave Stukenholtz; Jim Ristow
Subject: RE: proposed annexation packages

Tammi,

I apologize for the delay. At this time the impact would be limited regarding the proposed annexations. The only currently populated area of the annexations is Normandy Hills. Sarpy County shows 213 total calls for service in that area over the previous year. I believe our District 712 or 742 cars could absorb those calls over the short term. I will add the caveat that – as this area is built-out and we annex more area around Hwy 34 and Hwy 75, that will likely need to be added as a stand-alone district (adding the need for four additional officers). Talking to Mark, that will likely be in the timeline of 2024 or 2025. So, to summarize, the current impact would be negligible and we will discuss further with future annexations in that area.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Wednesday, March 9, 2022 8:40 AM
To: Ken Clary <ken.clary@bellevue.net>
Subject: FW: proposed annexation packages

Hi Chief,

Just a reminder – can I get your comments on these proposed annexations? We're putting our report together and I want to make sure I have any Police needs documented.

Thanks!

Best regards,

Tammi Palm

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

From: Tammi Palm
Sent: Thursday, February 17, 2022 10:45 AM
To: Mark Elbert <mark.elbert@bellevue.net>; Doug Clark <doug.clark@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ken Clary <ken.clary@bellevue.net>
Cc: Richard Severson <richard.severson@bellevue.net>; 'Angela Curry' <angela.curry@bellevue.net>; Bree Robbins <bree.robbsins@bellevue.net>
Subject: proposed annexation packages

Tammi Palm

From: Gifford, Donald (235)
Sent: Tuesday, February 22, 2022 6:23 AM
To: Tammi Palm
Cc: Guido, Perry
Subject: FW: proposed annexation packages
Attachments: Annex Area 1 GIS Map.pdf; Annex Area 2 GIS map.pdf; Annex Area 3 GIS Map.pdf; Annex Area 4 GIS Map.pdf

Tami,
Chief Guido ask me to investigate this, there is no impact to the fire department due to the fire department already covers the areas in the proposed annexation package.

Donald Gifford
Battalion Chief
City of Bellevue Fire Department
Inspections Bureau
Email Donald.gifford@bellevue.net
Phone 402-682-6630
Cell 402-515-8545

From: Tammi Palm <Tammi.Palm@bellevue.net>
Date: February 17, 2022 at 10:44:45 AM CST
To: Mark Elbert <mark.elbert@bellevue.net>, Doug Clark <doug.clark@bellevue.net>, Ashley Decker <ashley.decker@bellevue.net>, Susan Kluthe <Susan.Kluthe@bellevue.net>, Julie Dinville <Julie.Dinville@bellevue.net>, Perry Guido <Perry.Guido@bellevue.net>, Ken Clary <ken.clary@bellevue.net>
Cc: Richard Severson <richard.severson@bellevue.net>, Angela Curry <angela.curry@bellevue.net>, Bree Robbins <bree.robbins@bellevue.net>
Subject: proposed annexation packages

Good morning,

The city is proposing four annexation packages to be heard at our March 24 Planning Commission meeting. I have attached maps of each area. Please distribute amongst your departments as necessary and please provide detailed impact information (i.e. additional staff needs, equipment, etc.) back to me by **March 7**.

Please breakdown your impacts per proposed annexation area if possible and as applicable, as we will look at each of these areas separately through the public hearing process.

Please let me know if you have any questions.

Thanks!

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11e.
5/3/2022

COUNCIL MEETING DATE: 04/19/2022		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Request to annex Tax Lots 5A and 16A and the Northeast ¼ of the Northwest ¼, and the North ½ of the Southeast ¼, West of Road, located in Section 23, T13N, R13E of the 6th P.M., and Part of Tax Lot 3, Lying West of 5th Street, located in Section 14, T13N, R13E of the 6th P.M.; and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

A review of debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of these areas indicate it is feasible for the City to annex these lots at this time. This annexation is part of an annexation package consisting of two SID's and miscellaneous lots. The Planning Departments memorandum regarding the fiscal analysis and department review of the proposed annexation package is attached.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4088"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4088

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

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

Tax Lots 5A and 16A and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, West of Road, located in Section 23, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Part of Tax Lot 3, Lying West of 5th Street, located in Section 14, T13N, R13E of the 6th P.M. Sarpy County, Nebraska, and

all abutting 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 be in full force and be effective on June 2, 2022.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: April 05, 2022
Second Reading: April 19, 2022
Third Reading: May 03, 2022

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 19, 2022

REQUEST: to annex Tax Lots 5A and 16A and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, West of Road, located in Section 23, T13N, R13E of the 6th P.M., and Part of Tax Lot 3, Lying West of 5th Street, located in Section 14, T13N, R13E of the 6th P.M.; and all abutting rights-of-way.

On March 24, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: March 24, 2022



City of Bellevue

Office of the Planning Department

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: March 28, 2022
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following two Sanitary and Improvement Districts into the city limits:

SID #67 Normandy Hills
SID #242 Cedar View

In addition to these SIDs, we are also proposing the annexation of an additional twenty (20) parcels that are currently adjacent to the City or will be upon approval of the SID annexations. Individual maps of the SIDs and the twenty (20) additional lots are attached.

FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The two SIDs proposed for annexation have an assessed valuation for 2021 of \$50,147,165 which will generate \$305,898 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$347,544 in cash and investments on deposit with the County Treasurer. The initial incremental increase in cash flow for the SID's would be \$356,348 and the potential future capital expenditures would be \$5,495,000. On the liability side, SID #242 has \$60,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$11,800. Annual tax revenue after debt service payments is expected to be \$294,098 prior to accounting for how the cash and investments are utilized. An increase in state aid, sales tax and other expenditures is expected to be \$191,795. The unincorporated lots will add another \$1,377,798 of valuation, \$8,406 of tax revenue, and an increase of \$58,458 in state aid, sales tax, and other debt to the annexation package. A chart showing figures for the individual SIDs and unincorporated lots is attached for your review.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 272 parcels and 336 dwelling units, including apartments. The population estimate of 668 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$214,554.00. Below is a summary of those comments; full responses are attached to this report.

Parks Department - one Park and open space, tree maintenance, one playground; no additional staff or equipment needed to maintain the four annexation areas. However, per Tom Woodard, Normandy Hills Park equipment and playground surface have several safety concerns. The park equipment will need to be renovated and made ADA accessible. Based on what Mr. Woodard has identified the estimated cost would be \$50,000.00 - \$70,000.00

Wastewater - infrastructure is satisfactory with minimal immediate repairs needed. Wastewater revenue would allow the department to continue to operate within its current operating margin

Street Department - additional 13.81 lane miles to maintain; increase in State Highway Allocation funding of \$112,728; 1 additional FTE personnel (\$50,000); increase in operational expenses of (\$109,502); capital expenses-one single-axle plow truck and one motor-grader (\$425,000)

Police Department - analyzed the SIDs in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The impact of the property tax levy of the City is shown in the chart below (based upon current levy amounts). In determining future taxes, the levies for the SID and the three districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

SID#	Change in levy	Change in property taxes per \$100,000 valuation
67	0.130500	\$130.50
242	-0.069500	-\$69.50
Area #2	0.430500	\$430.50
Area #3	0.430500	\$430.50
Area #4	0.430500	\$430.50

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. These parcels will see an increase of 0.430500 in the mil levy, or \$430.50 per \$100,000 of valuation.

Property tax changes will be effective for taxes assessed in 2022 and due in 2023.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non-residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING DEPARTMENT RECOMMENDATION

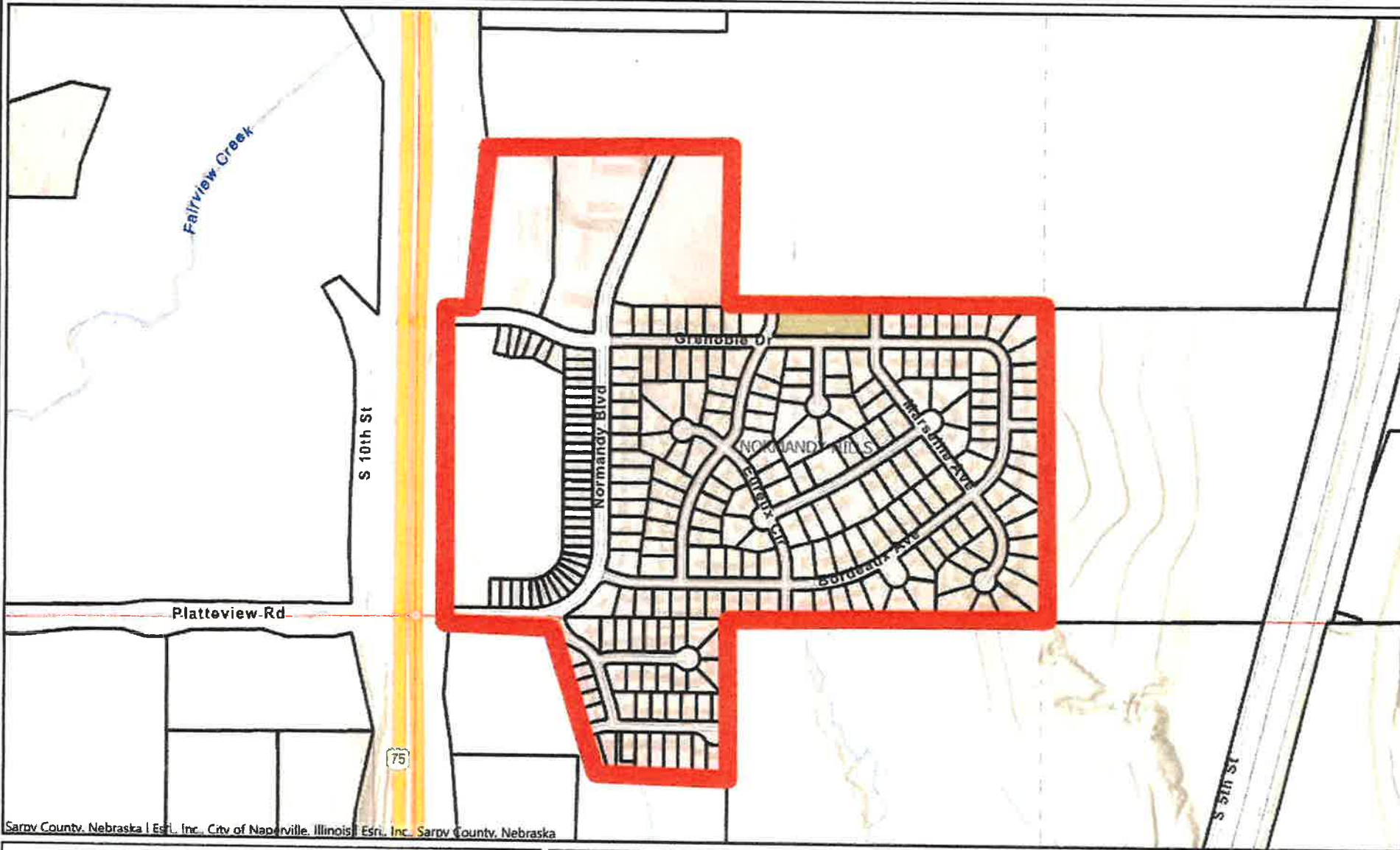
APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

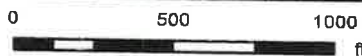
APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.



Annexation Area 1 - SIDs 67 and 242



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



Map Scale 1: 9028

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



Notes





SARPY COUNTY
NEBRASKA

Annexation Area 2



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



Map Scale 1: 9028

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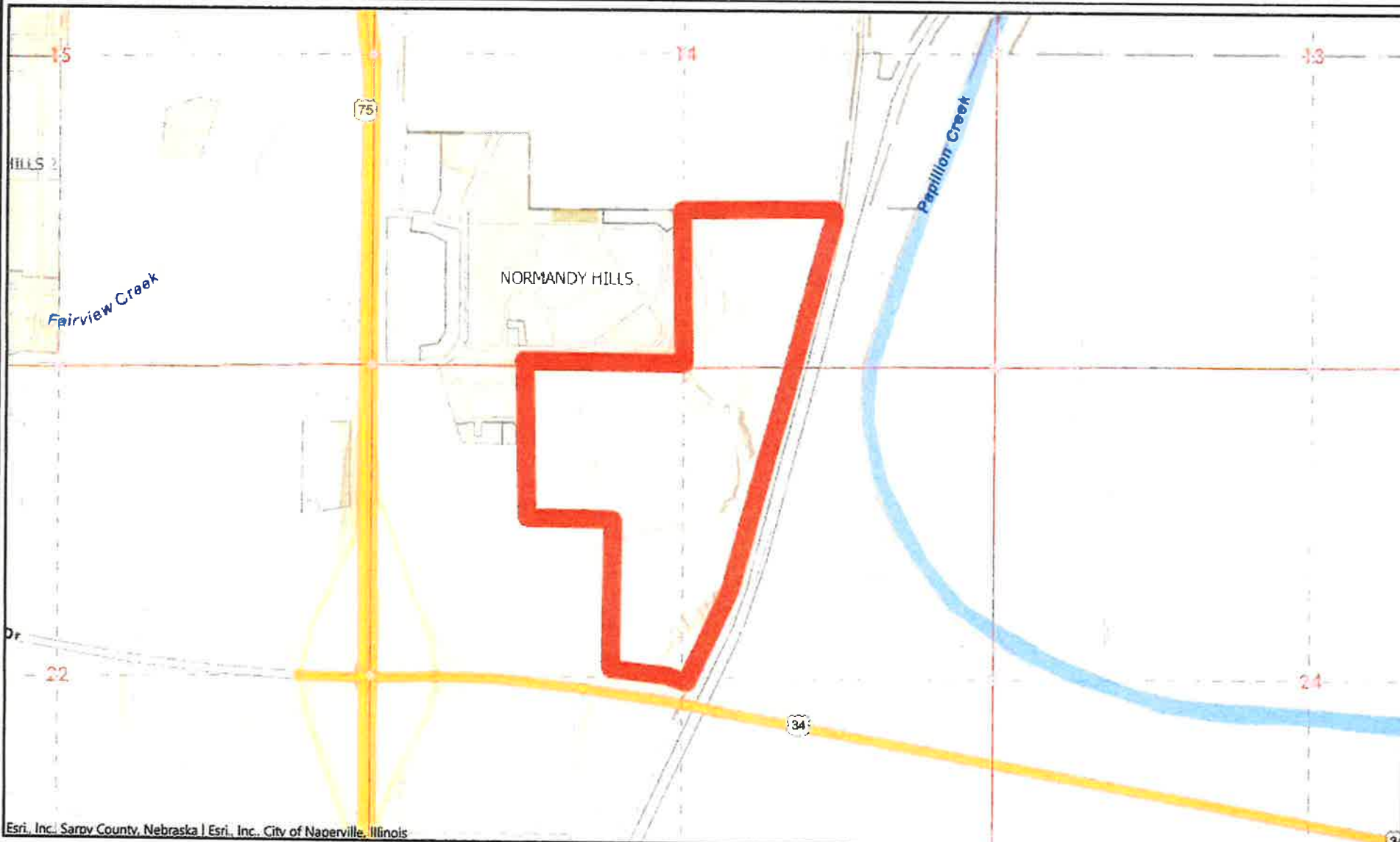
Notes



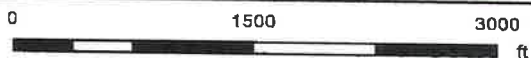


SARPY COUNTY
NEBRASKA

Annexation Area #3



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



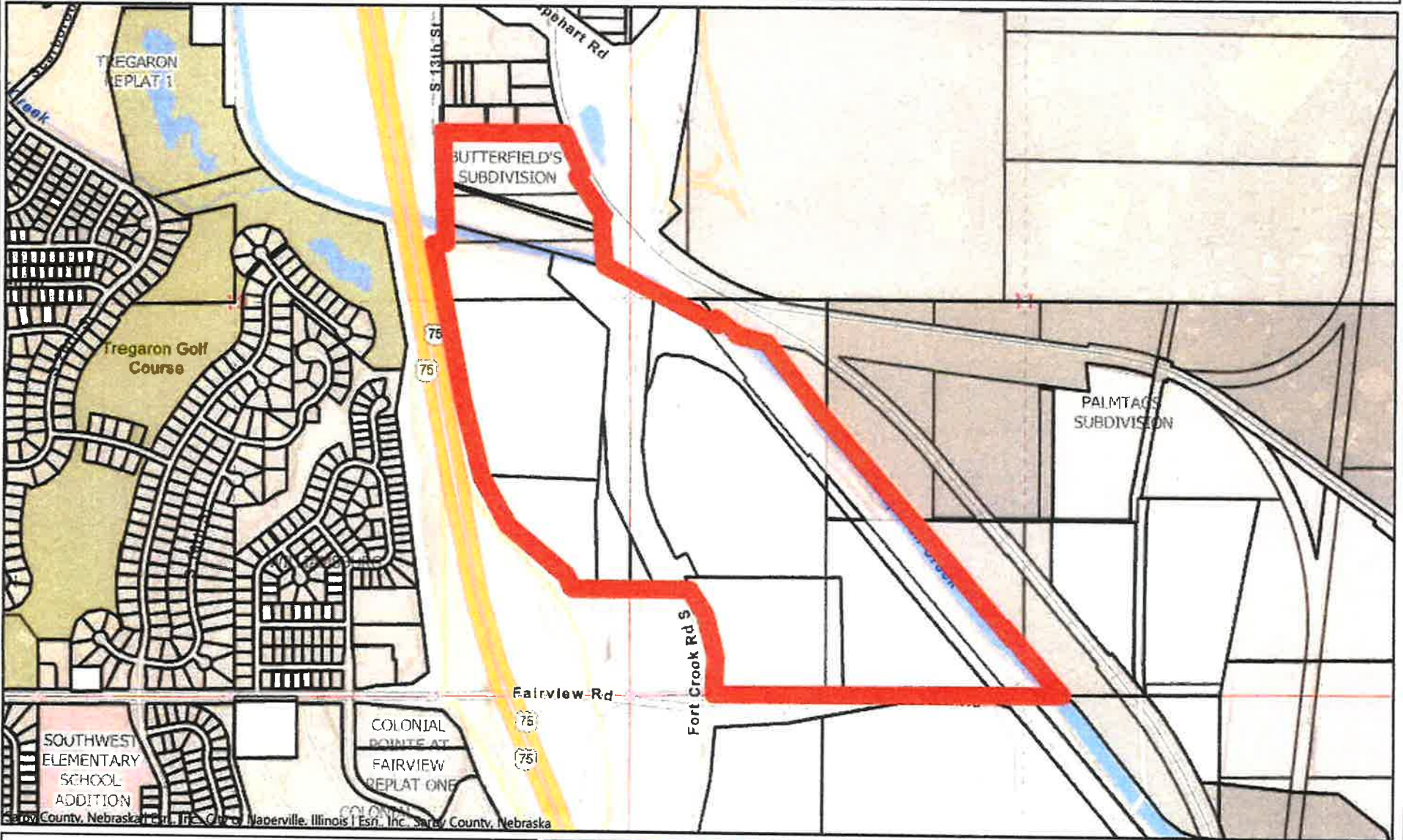
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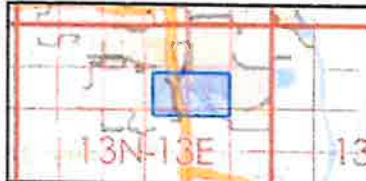
Notes





Map Scale 1: 14274

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Notes



Annexation Area/SID #	Annexation Area/SID Name	2021 Valuation	Cash And Investments	Bonded Debt	Annual Debt Service	City Tax Levy Revenue	Tax Revenue Minus Debt Service	Increase In State Aid, Sales Tax & Other	Increase In Department Costs	Initial Incremental Increase in Cash Flow	Potential Future Capital Expenditures
67	Normandy	\$ 42,268,815	\$ 307,908	\$ -	\$ -	\$ 257,840	\$ 257,840	\$ 171,465	\$ 103,431	\$ 325,874	\$ 5,495,000
242	Cedar View	\$ 7,878,350	\$ 39,636	\$ 60,000	\$ 11,800	\$ 48,058	\$ 36,258	\$ 20,330	\$ 26,114	\$ 30,474	
Area #2	Area #2	\$ 442,378	\$ -	\$ -	\$ -	\$ 2,699	\$ 2,699	\$ 232	\$ -	\$ 2,931	
Area #3	Area #3	\$ 578,615	\$ -	\$ -	\$ -	\$ 3,530	\$ 3,530	\$ 35,420	\$ 51,706	\$ (12,756)	
Area #4	Area #4	\$ 356,805	\$ -	\$ -	\$ -	\$ 2,177	\$ 2,177	\$ 22,806	\$ 33,303	\$ (8,320)	
		\$ 51,524,963	\$ 347,544	\$ 60,000	\$ 11,800	\$ 314,304	\$ 302,504	\$ 250,253	\$ 214,554	\$ 338,203	\$ 5,495,000



City of Bellevue

Parks Department

8201 South 42nd Street • Bellevue, Nebraska 68147 • (402) 293-3122


MEMO

RECEIVED

MAR 07 2022

PLANNING DEPT.

To: Doug Clark
Tammi Palm
Angela Curry

From: Jim Shada 

Subject: Proposed Annexation Packages

Date: March 7, 2022

As per your request, after reviewing the four annexation packages, the Parks Department would not require any additional staff or equipment needs to maintain the four annexation areas. However, Normandy Hills Park equipment and playground surface has several safety concerns. Please find attached Mr. Tom Woodard's assessment. Based on what Tom has pointed out, I would estimate it would cost between \$50,000.00-\$70,000.00 to renovate the park equipment and make it ADA accessible.

Thank you,

Jim Shada
Parks & Recreation Director

information

Tom Woodard

Mon 3/7/2022 10:44 AM

To: Jim Shada <Jim.Shada@bellevue.net>;

1 attachments (4 MB):

Normandy Hills.docx;

If you need more specifics I can get that for you as needed. Let me know..Tom

**Normandy Hills
March 7, 2022**



This 2-5 playground assembly is an older unit but I did not observe any notable safety concerns. The whole playground is covered in pea gravel which is not the best for impact safety but is acceptable.





It was released in January 1995 by the U.S. Consumer Product Safety Commission that any and all animal swings were to be removed from public playgrounds due to impact with small children.



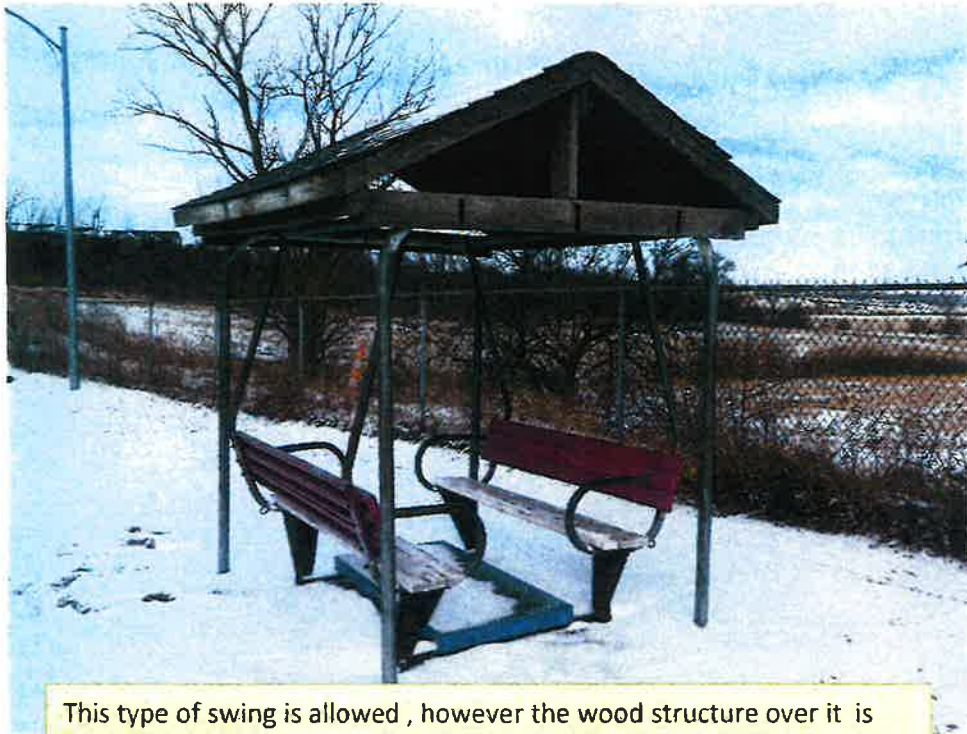
In 2004 the CPSC banned all wood structures in public playground due to the wood rotting at the base causing potential tip over. Also standards started in 1999 will not allow swings attached to a playground assembly.



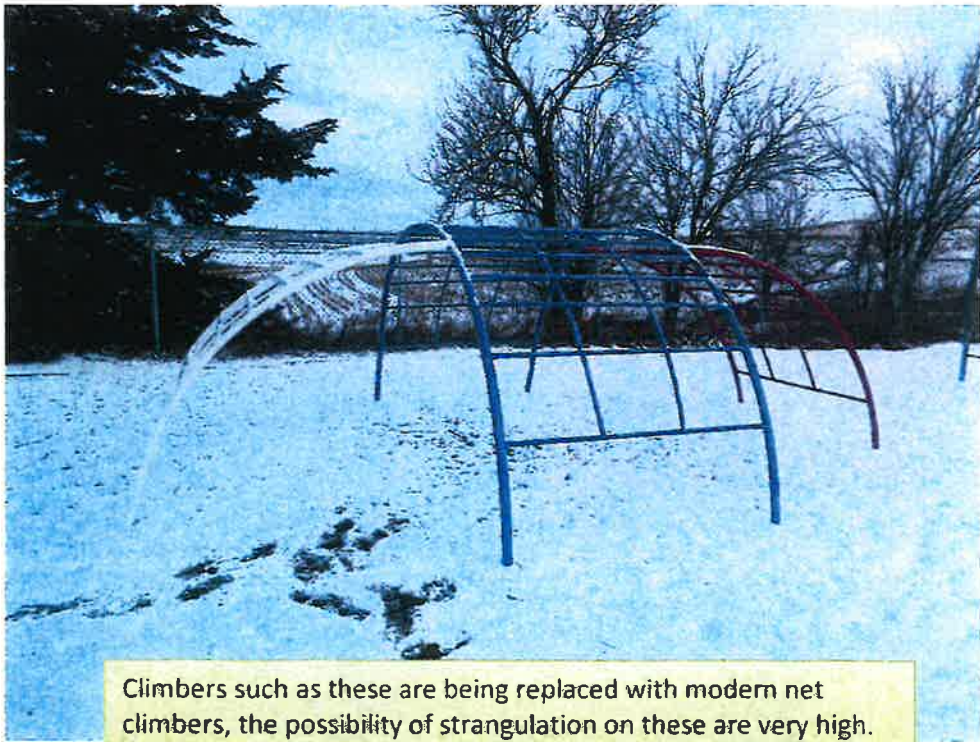
These bucket seats are not of the CPSC approved swings nor Are they ADA compliant.



Tire swings are only allowed on a frame by itself. Very specific safety standards have to be followed on this type of swing.



This type of swing is allowed , however the wood structure over it is not, too many areas for little ones to get hurt climbing in and around.



Climbers such as these are being replaced with modern net climbers, the possibility of strangulation on these are very high.



The spinner is in good shape as well as the picnic shelter.





There is not any ADA accessible routes from the sidewalk to the playground area.





This Park does offer a fenced in Basketball court , it might server as a tennis court as well



City of Bellevue Waste Water Department

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

To: Tammi Palm
CC: Doug Clark
From: Epiphany Ramos
RE: Annexation Report Request Dated 02/17/2022 – Normandy Hills and undeveloped lots
Date: February 28, 2022

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory, with likely minimal pipeline repairs needed immediately. There appear to be at least two manhole structures that will require immediate repairs via confined space access. The condition of the lift station is unknown due to inability to gain access, however it was operational upon inspection. There is also approximately 500' of 4" force main that could not be inspected. Upgrades to the lift station will be needed to standardize communications and components to meet current WW Operations and Maintenance Plan objectives. Immediate intense cleaning and PACP inspection will be required upon annexation which will take approximately 2 months for my current staff to complete and will create backlog for the existing scheduled workload. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. We calculate FTE based on resource load per asset unit. Used here is the total existing linear feet of pipeline, structures, and lift station assets currently maintained by the department within the O&M program model. An additional .25 FTE, and corresponding expense budget maintaining a 30% operating margin, would be required to service the annexation outlined below. Existing equipment and fleet can be utilized for routine maintenance.

	Total ft of Sanitary Pipe	Total Structures	Total Units	Est Annual Revenue	Average Remaining Life of Assets (YR)	Total FTE needed for Maint
SID	67 10761	55	238	\$ 118,209.84	75	0.08
and CedarView	500 (Force Main)	1 (Lift Station)	0	\$ -	10	0.13

RECEIVED

FEB 28 2022

PLANNING DEPT.





City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Doug Clark Public Works Director
From: Bobby Riggs Street Superintendent
Subject: 2021 Annexation Package Impact Review
Date: March 7, 2022

RECEIVED

MAR 7 2022

PLANNING DEPT.

I. SID AREAS

Lane Mile Additions – 1.92 % increase over existing

o **Package, Total Lane Miles = 12.81**

- Area 1 - #67 – Normandy Hills = 5.66 #242 – Cedar View = 1.59
- Area 2 - No lane mile impact
- Area 3 - Lane Miles – 3.99
- Area 4 - Lane Miles – 2.57

II. COSTS:

A. DEPARTMENT OPERATIONAL BUDGET

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2021-2022 operational maintenance budget (667lane miles) is funded at \$5,701,618.00 in total. This rate of funding breaks down to \$8,548.15 per lane mile for the department's operational expenditures. This package totals 12.81 lane miles and would require a baseline funding adjustment of 1.92 % above the current year's budgeted levels to meet annual operational needs.

***Note: This number does not factor in the request for additional staff, equipment, or regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly \$6,500 dollars for signs, posts, and hardware to cover the potential new areas which would be completed this fiscal year.*

Estimated year-one, base-line operational budget increase for FY21-22: \$109,471.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 2021-21, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on nearly 670 lane miles of roads.

The department should look to seek a staffing ratio of 1 employee per 15.00 lane miles to meet operational needs.

This package approaches the threshold to add 1 full-time employee and would be needed as the department staffing level is currently far under the ratio.

FY 2021-22 increased department Personnel cost assumption, above current levels for one full-time staff addition - \$50,000

ii.) EQUIPMENT NEEDS

To provide current levels of service during snow removal operations in the winter months, the department used thirty-four (38) pieces of equipment to clear roads in the winter last year. This averages 17.63 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One (1) single-axle plow truck, one (1) motor-grader.

Estimated first-year equipment cost to cover areas, above potential approved budget - \$425,000

iii.) AREA 3

Special consideration should be given to this area, namely the roadway and bridge conditions. Road resurfacing and significant bridge rehabilitation will cost upwards of 5 million dollars and should be programmed immediately.

C. REVENUE

i.) HIGHWAY ALLOCATION

Projected revenue increase

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





City of Bellevue Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

Revenue projections in this report are based solely on fiscal 21-22 budget forecast reduced to a per lane mile estimate.

Fiscal 2021-22 budget – \$5,871,407 for 2021 lane mile levels. This budget forecast equates to roughly \$8,800 per lane mile in revenue from the Highway Trust fund on an annual basis.

The 12-month anticipated increase to Highway Allocation revenue levels from this proposed package would be \$112,728.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



Tammi Palm

From: Ken Clary
Sent: Wednesday, March 9, 2022 9:23 AM
To: Tammi Palm
Cc: Dave Stukenholtz; Jim Ristow
Subject: RE: proposed annexation packages

Tammi,

I apologize for the delay. At this time the impact would be limited regarding the proposed annexations. The only currently populated area of the annexations is Normandy Hills. Sarpy County shows 213 total calls for service in that area over the previous year. I believe our District 712 or 742 cars could absorb those calls over the short term. I will add the caveat that – as this area is built-out and we annex more area around Hwy 34 and Hwy 75, that will likely need to be added as a stand-alone district (adding the need for four additional officers). Talking to Mark, that will likely be in the timeline of 2024 or 2025. So, to summarize, the current impact would be negligible and we will discuss further with future annexations in that area.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Wednesday, March 9, 2022 8:40 AM
To: Ken Clary <ken.clary@bellevue.net>
Subject: FW: proposed annexation packages

Hi Chief,

Just a reminder – can I get your comments on these proposed annexations? We're putting our report together and I want to make sure I have any Police needs documented.

Thanks!

Best regards,

Tammi Palm

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

From: Tammi Palm
Sent: Thursday, February 17, 2022 10:45 AM
To: Mark Elbert <mark.elbert@bellevue.net>; Doug Clark <doug.clark@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ken Clary <ken.clary@bellevue.net>
Cc: Richard Severson <richard.severson@bellevue.net>; 'Angela Curry' <angela.curry@bellevue.net>; Bree Robbins <bree.robbins@bellevue.net>
Subject: proposed annexation packages

Tammi Palm

From: Gifford, Donald (235)
Sent: Tuesday, February 22, 2022 6:23 AM
To: Tammi Palm
Cc: Guido, Perry
Subject: FW: proposed annexation packages
Attachments: Annex Area 1 GIS Map.pdf; Annex Area 2 GIS map.pdf; Annex Area 3 GIS Map.pdf; Annex Area 4 GIS Map.pdf

Tami,
Chief Guido ask me to investigate this, there is no impact to the fire department due to the fire department already covers the areas in the proposed annexation package.

Donald Gifford
Battalion Chief
City of Bellevue Fire Department
Inspections Bureau
Email Donald.gifford@bellevue.net
Phone 402-682-6630
Cell 402-515-8545

From: Tammi Palm <Tammi.Palm@bellevue.net>
Date: February 17, 2022 at 10:44:45 AM CST
To: Mark Elbert <mark.elbert@bellevue.net>, Doug Clark <doug.clark@bellevue.net>, Ashley Decker <ashley.decker@bellevue.net>, Susan Kluthe <Susan.Kluthe@bellevue.net>, Julie Dinville <Julie.Dinville@bellevue.net>, Perry Guido <Perry.Guido@bellevue.net>, Ken Clary <ken.clary@bellevue.net>
Cc: Richard Severson <richard.severson@bellevue.net>, Angela Curry <angela.curry@bellevue.net>, Bree Robbins <bree.robbins@bellevue.net>
Subject: proposed annexation packages

Good morning,

The city is proposing four annexation packages to be heard at our March 24 Planning Commission meeting. I have attached maps of each area. Please distribute amongst your departments as necessary and please provide detailed impact information (i.e. additional staff needs, equipment, etc.) back to me by **March 7**.

Please breakdown your impacts per proposed annexation area if possible and as applicable, as we will look at each of these areas separately through the public hearing process.

Please let me know if you have any questions.

Thanks!



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

**11f.
5/3/2022**

COUNCIL MEETING DATE: 04/19/2022		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to annex Part of Tax Lot F1A, and Part of Tax Lot J except part taken for NRD, Tax Lot F1B, and Part of Tax Lot H, Part of Tax Lot F1A, Part of Tax Lot J taken for NRD, and Part of Tax Lot K, all located in Section 11, T13N, R13E of the 6th P.M.; Part of Lots 12A, 13B, and 14B, Butterfields Subdivision, Part of Lot 13A North of drainage ditch and Part of Lot 14, Butterfields Subdivision, all except part for NRD, Part of Lot 13 and Part of Lot 14, Butterfields Subdivision, all for NRD (Parcel ID 011605117); Part of Tax Lot 14 located in Section 11, T13N, R13E of the 6th P.M. together with Lots 13C and 12B, Butterfields Subdivision; Part of vacated State Right-of-Way in the East 1/2 of the East 1/2 of the Southeast 1/4 and adjacent Tax Lot 14, Section 10, T13N, R13E of the 6th P.M., Part of vacated State Right-of-Way in the Southwest 1/4 of the Southwest 1/4, West of Fort Crook Road South, Section 11, T13N, R13E of the 6th P.M., and Lot 1C, Palmtag's Subdivision; and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

A review of debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of these areas indicate it is feasible for the City to annex these lots at this time. This annexation is part of an annexation package consisting of two SID's and miscellaneous lots. The Planning Departments memorandum regarding the fiscal analysis and department review of the proposed annexation package is attached.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

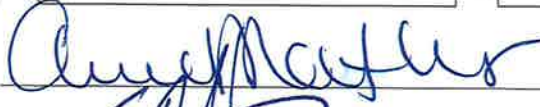
The Planning Department and Planning Commission have recommended approval of this annexation request.


ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: _____

*REVISED 10/2019

ORDINANCE NO. 4089

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

Part of Tax Lot F1A, Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Part of Tax Lot J except part taken for NRD, Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Tax Lot F1B, Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Part of Tax Lot H, Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Part of Tax Lot F1A, Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Part of Tax Lot J taken for NRD, Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Part of Tax Lot K, Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Part of Lots 12A, 13B, and 14B, Butterfields Subdivision, and

Part of Lot 13A North of drainage ditch and Part of Lot 14, Butterfields Subdivision, all except part for NRD, and

Part of Lot 13 and part of Lot 14, Butterfields Subdivision, all for NRD (Parcel ID 011605117), and

Part of Tax Lot 14 located in Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, Lots 13C and 12B, Butterfields Subdivision, and

Part of vacated State Right-of-Way in the East ½ of the East ½ of the Southeast ¼ and adjacent Tax Lot 14, Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Part of vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and

Lot 1C, Palmtag's Subdivision, and

all abutting rights-of-way.

ARE CONTIGUOUS 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 be in full force and be effective on June 2, 2022.

ADOPTEED by the Mayor and City Council this _____ day of _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: April 05, 2022
Second Reading: April 19, 2022
Third Reading: May 03, 2022

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 19, 2022

REQUEST: to annex Part of Tax Lot F1A, and Part of Tax Lot J except part taken for NRD, Tax Lot F1B, and Part of Tax Lot H, Part of Tax Lot F1A, Part of Tax Lot J taken for NRD, and Part of Tax Lot K, all located in Section 11, T13N, R13E of the 6th P.M.; Part of Lots 12A, 13B, and 14B, Butterfields Subdivision, Part of Lot 13A North of drainage ditch and Part of Lot 14, Butterfields Subdivision, all except part for NRD, Part of Lot 13 and Part of Lot 14, Butterfields Subdivision, all for NRD (Parcel ID 011605117), Part of Tax Lot 14 located in Section 11, T13N, R13E of the 6th P.M. together with Lots 13C and 12B, Butterfields Subdivision; Part of vacated State Right-of-Way in the East ½ of the East ½ of the Southeast ¼ and adjacent Tax Lot 14, Section 10, T13N, R13E of the 6th P.M., Part of vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, Section 11, T13N, R13E of the 6th P.M., and Lot 1C, Palmtag’s Subdivision; and all abutting rights-of-way.

On March 24, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: March 24, 2022



City of Bellevue

Office of the Planning Department

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: March 28, 2022
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following two Sanitary and Improvement Districts into the city limits:

SID #67 Normandy Hills
SID #242 Cedar View

In addition to these SIDs, we are also proposing the annexation of an additional twenty (20) parcels that are currently adjacent to the City or will be upon approval of the SID annexations. Individual maps of the SIDs and the twenty (20) additional lots are attached.

FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The two SIDs proposed for annexation have an assessed valuation for 2021 of \$50,147,165 which will generate \$305,898 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$347,544 in cash and investments on deposit with the County Treasurer. The initial incremental increase in cash flow for the SID's would be \$356,348 and the potential future capital expenditures would be \$5,495,000. On the liability side, SID #242 has \$60,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$11,800. Annual tax revenue after debt service payments is expected to be \$294,098 prior to accounting for how the cash and investments are utilized. An increase in state aid, sales tax and other expenditures is expected to be \$191,795. The unincorporated lots will add another \$1,377,798 of valuation, \$8,406 of tax revenue, and an increase of \$58,458 in state aid, sales tax, and other debt to the annexation package. A chart showing figures for the individual SIDs and unincorporated lots is attached for your review.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 272 parcels and 336 dwelling units, including apartments. The population estimate of 668 is based upon the 2020 Census average household size of 2.61 persons per dwelling unit.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$214,554.00. Below is a summary of those comments; full responses are attached to this report.

Parks Department - one Park and open space, tree maintenance, one playground; no additional staff or equipment needed to maintain the four annexation areas. However, per Tom Woodard, Normandy Hills Park equipment and playground surface have several safety concerns. The park equipment will need to be renovated and made ADA accessible. Based on what Mr. Woodard has identified the estimated cost would be \$50,000.00 - \$70,000.00

Wastewater - infrastructure is satisfactory with minimal immediate repairs needed. Wastewater revenue would allow the department to continue to operate within its current operating margin

Street Department - additional 13.81 lane miles to maintain; increase in State Highway Allocation funding of \$112,728; 1 additional FTE personnel (\$50,000); increase in operational expenses of (\$109,502); capital expenses-one single-axle plow truck and one motor-grader (\$425,000)

Police Department - analyzed the SIDs in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The impact of the property tax levy of the City is shown in the chart below (based upon current levy amounts). In determining future taxes, the levies for the SID and the three districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID#</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	0.130500	\$130.50
242	-0.069500	-\$69.50
Area #2	0.430500	\$430.50
Area #3	0.430500	\$430.50
Area #4	0.430500	\$430.50

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. These parcels will see an increase of 0.430500 in the mil levy, or \$430.50 per \$100,000 of valuation.

Property tax changes will be effective for taxes assessed in 2022 and due in 2023.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non-residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

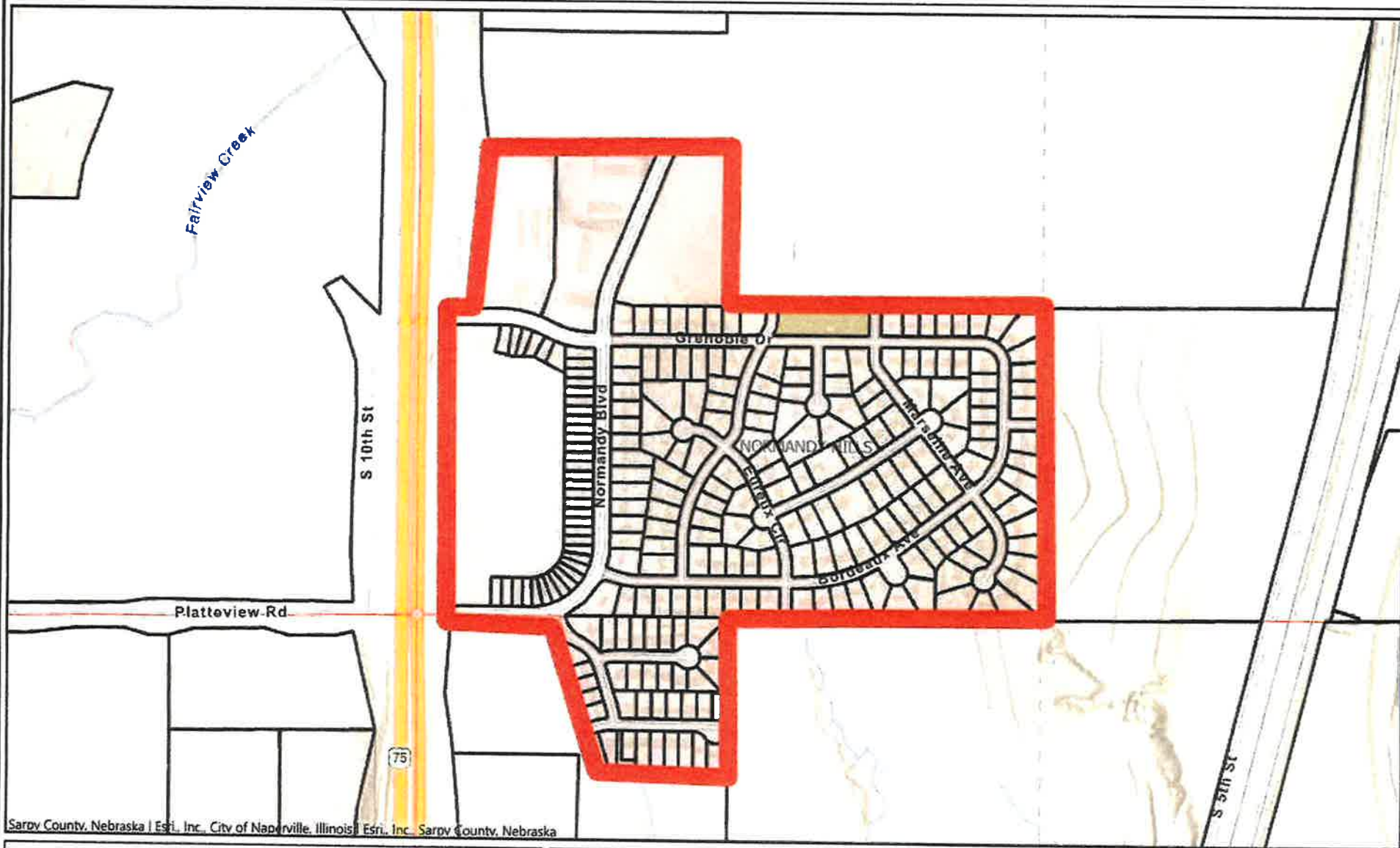
In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING 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.



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

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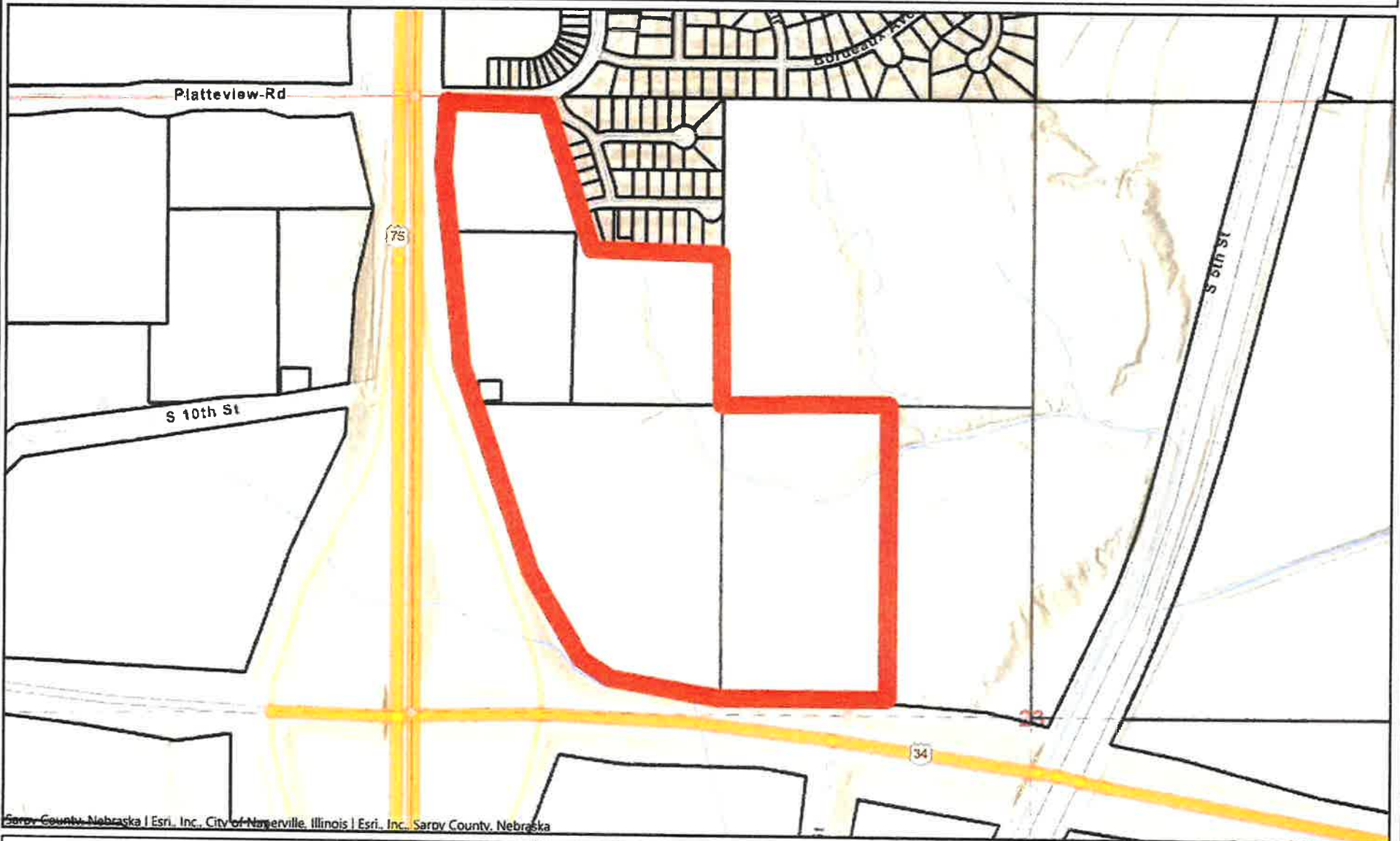
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Notes



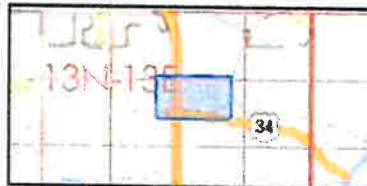


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 9028

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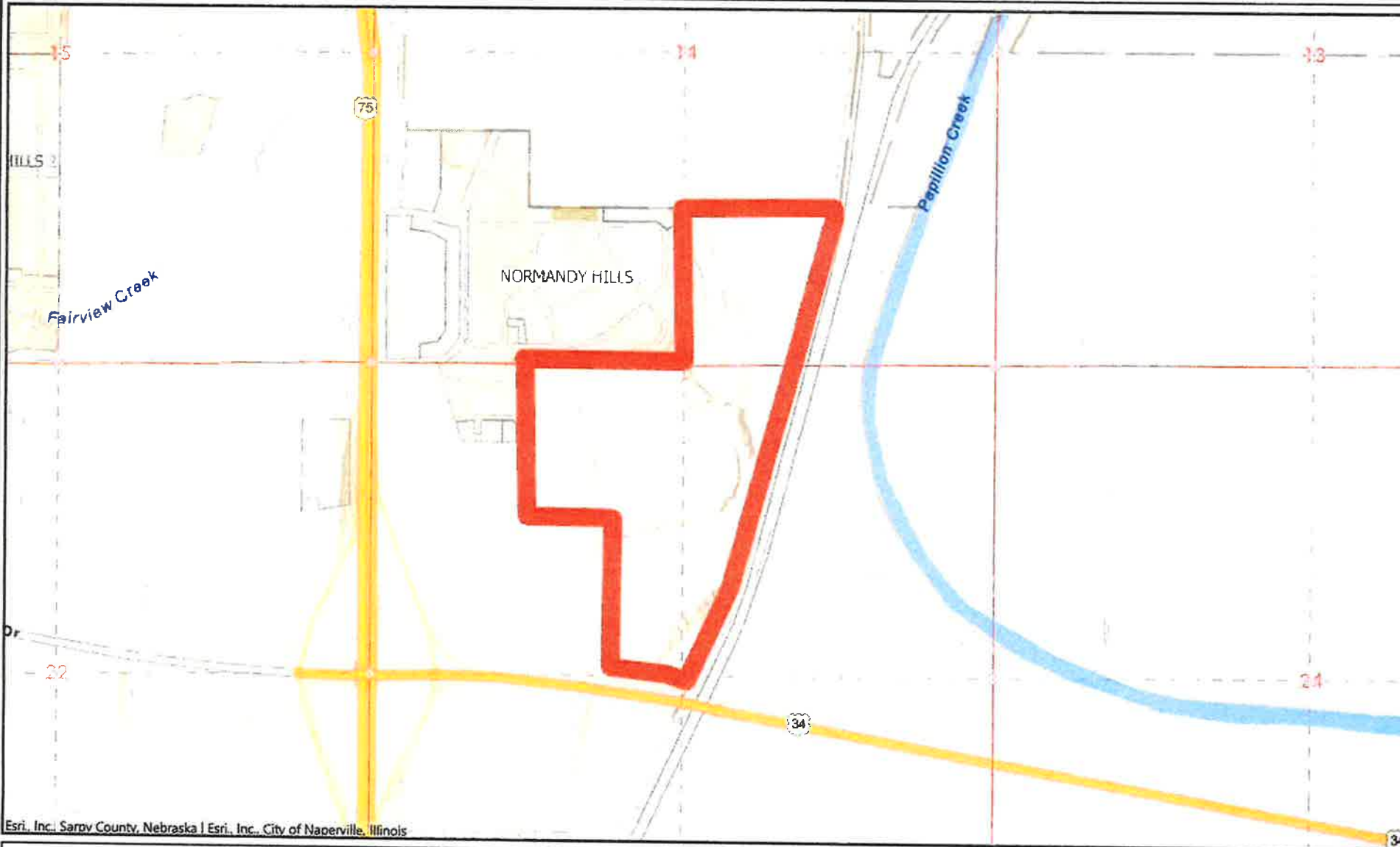
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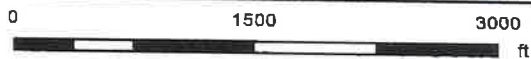


SARPY COUNTY
NEBRASKA

Annexation Area #3

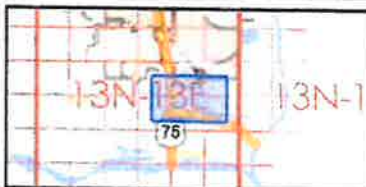


Esri, Inc. Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois



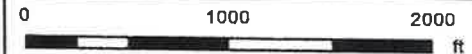
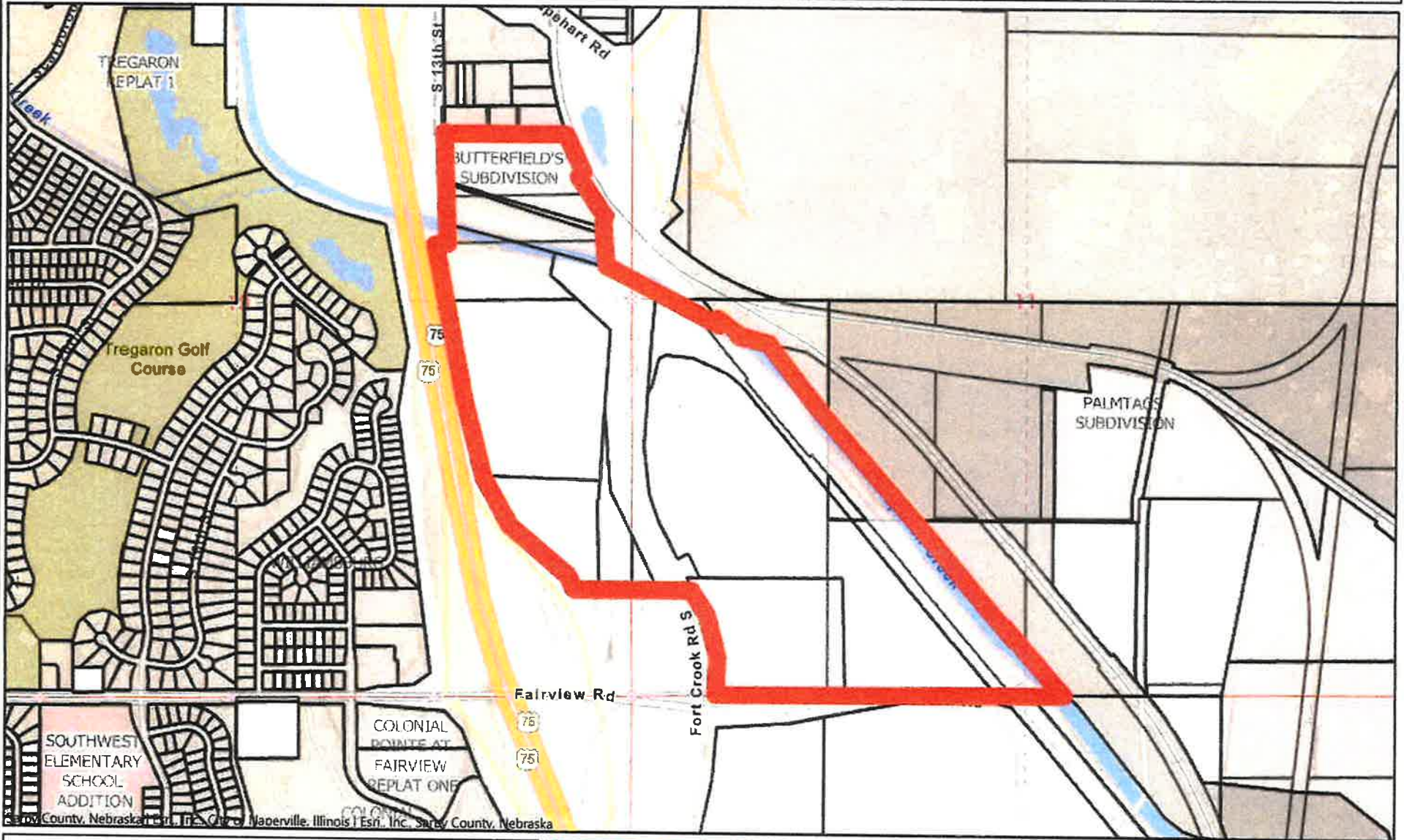
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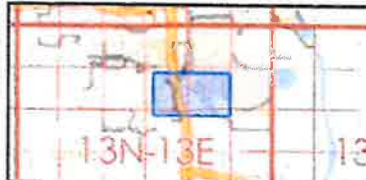
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Notes



Annexation Area/SID #	Annexation Area/SID Name	2021 Valuation	Cash And Investments	Bonded Debt	Annual Debt Service	City Tax Levy Revenue	Tax Revenue Minus Debt Service	Increase In State Aid, Sales Tax & Other	Increase In Department Costs	Initial Incremental Increase in Cash Flow	Potential Future Capital Expenditures
67	Normandy	\$ 42,268,815	\$ 307,908	\$ -	\$ -	\$ 257,840	\$ 257,840	\$ 171,465	\$ 103,431	\$ 325,874	\$ 5,495,000
242	Cedar View	\$ 7,878,350	\$ 39,636	\$ 60,000	\$ 11,800	\$ 48,058	\$ 36,258	\$ 20,330	\$ 26,114	\$ 30,474	
Area #2	Area #2	\$ 442,378	\$ -	\$ -	\$ -	\$ 2,699	\$ 2,699	\$ 232	\$ -	\$ 2,931	
Area #3	Area #3	\$ 578,615	\$ -	\$ -	\$ -	\$ 3,530	\$ 3,530	\$ 35,420	\$ 51,706	\$ (12,756)	
Area #4	Area #4	\$ 356,805	\$ -	\$ -	\$ -	\$ 2,177	\$ 2,177	\$ 22,806	\$ 33,303	\$ (8,320)	
		\$ 51,524,963	\$ 347,544	\$ 60,000	\$ 11,800	\$ 314,304	\$ 302,504	\$ 250,253	\$ 214,554	\$ 338,203	\$ 5,495,000



City of Bellevue

Parks Department

8201 South 42nd Street • Bellevue, Nebraska 68147 • (402) 293-3122


MEMO

RECEIVED

MAR 07 2022

PLANNING DEPT.

To: Doug Clark
Tammi Palm
Angela Curry

From: Jim Shada 

Subject: Proposed Annexation Packages

Date: March 7, 2022

As per your request, after reviewing the four annexation packages, the Parks Department would not require any additional staff or equipment needs to maintain the four annexation areas. However, Normandy Hills Park equipment and playground surface has several safety concerns. Please find attached Mr. Tom Woodard's assessment. Based on what Tom has pointed out, I would estimate it would cost between \$50,000.00-\$70,000.00 to renovate the park equipment and make it ADA accessible.

Thank you,

Jim Shada
Parks & Recreation Director

information

Tom Woodard

Mon 3/7/2022 10:44 AM

To: Jim Shada <Jim.Shada@bellevue.net>;

1 attachments (4 MB)

Normandy Hills.docx;

If you need more specifics I can get that for you as needed. Let me know..Tom

**Normandy Hills
March 7, 2022**



This 2-5 playground assembly is an older unit but I did not observe any notable Safety concerns. The whole playground is covered in pea gravel which is not the best for impact safety but is acceptable.





It was released in January 1995 by the U.S. Consumer Product Safety Commission that any and all animal swings were to be removed from public playgrounds due to impact with small children.



In 2004 the CPSC banned all wood structures in public playground due to the wood rotting at the base causing potential tip over. Also standards started in 1999 will not allow swings attached to a playground assembly.



These bucket seats are not of the CPSC approved swings nor Are they ADA compliant.



Tire swings are only allowed on a frame by itself. Very specific safety standards have to be followed on this type of swing.



This type of swing is allowed , however the wood structure over it is not, too many areas for little ones to get hurt climbing in and around.



Climbers such as these are being replaced with modern net climbers, the possibility of strangulation on these are very high.



The spinner is in good shape as well as the picnic shelter.





There is not any ADA accessible routes from the sidewalk to the playground area.





This Park does offer a fenced in Basketball court , it might server as a tennis court as well



City of Bellevue

Waste Water Department

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

To: Tammi Palm
CC: Doug Clark
From: Epiphany Ramos
RE: Annexation Report Request Dated 02/17/2022 – Normandy Hills and undeveloped lots
Date: February 28, 2022

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory, with likely minimal pipeline repairs needed immediately. There appear to be at least two manhole structures that will require immediate repairs via confined space access. The condition of the lift station is unknown due to inability to gain access, however it was operational upon inspection. There is also approximately 500' of 4" force main that could not be inspected. Upgrades to the lift station will be needed to standardize communications and components to meet current WW Operations and Maintenance Plan objectives. Immediate intense cleaning and PACP inspection will be required upon annexation which will take approximately 2 months for my current staff to complete and will create backlog for the existing scheduled workload. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. We calculate FTE based on resource load per asset unit. Used here is the total existing linear feet of pipeline, structures, and lift station assets currently maintained by the department within the O&M program model. An additional .25 FTE, and corresponding expense budget maintaining a 30% operating margin, would be required to service the annexation outlined below. Existing equipment and fleet can be utilized for routine maintenance.

	Total ft of Sanitary Pipe	Total Structures	Total Units	Est Annual Revenue	Average Remaining Life of Assets (YR)	Total FTE needed for Maint	
SID	67	10761	55	238	\$ 118,209.84	75	0.08
and CedarView	500 (Force Main)	1 (Lift Station)	0	\$ -	10	0.13	

RECEIVED

FEB 28 2022

PLANNING DEPT.





City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Doug Clark Public Works Director
From: Bobby Riggs Street Superintendent
Subject: 2021 Annexation Package Impact Review
Date: March 7, 2022

RECEIVED

MAR 7 2022

PLANNING DEPT.

I. SID AREAS

Lane Mile Additions – 1.92 % increase over existing

○ **Package, Total Lane Miles = 12.81**

- Area 1 - #67 – Normandy Hills = 5.66 #242 – Cedar View = 0.59
- Area 2 - No lane mile impact
- Area 3 - Lane Miles – 3.99
- Area 4 - Lane Miles -2.57

II. COSTS:

A. DEPARTMENT OPERATIONAL BUDGET

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2021-2022 operational maintenance budget (667lane miles) is funded at \$5,701,618.00 in total. This rate of funding breaks down to \$8,548.15 per lane mile for the department's operational expenditures. This package totals 12.81 lane miles and would require a baseline funding adjustment of 1.92 % above the current year's budgeted levels to meet annual operational needs.

***Note: This number does not factor in the request for additional staff, equipment, or regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly \$6,500 dollars for signs, posts, and hardware to cover the potential new areas which would be completed this fiscal year.*

Estimated year-one, base-line operational budget increase for FY21-22: \$109,471.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





City of Bellevue Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 2021-21, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on nearly 670 lane miles of roads.

The department should look to seek a staffing ratio of 1 employee per 15.00 lane miles to meet operational needs.

This package approaches the threshold to add 1 full-time employee and would be needed as the department staffing level is currently far under the ratio.

FY 2021-22 increased department Personnel cost assumption, above current levels for one full-time staff addition - \$50,000

ii.) EQUIPMENT NEEDS

To provide current levels of service during snow removal operations in the winter months, the department used thirty-four (38) pieces of equipment to clear roads in the winter last year. This averages 17.63 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One (1) single-axle plow truck, one (1) motor-grader.

Estimated first-year equipment cost to cover areas, above potential approved budget - \$425,000

iii.) AREA 3

Special consideration should be given to this area, namely the roadway and bridge conditions. Road resurfacing and significant bridge rehabilitation will cost upwards of 5 million dollars and should be programmed immediately.

C. REVENUE

i.) HIGHWAY ALLOCATION

Projected revenue increase

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

Revenue projections in this report are based solely on fiscal 21-22 budget forecast reduced to a per lane mile estimate.

Fiscal 2021-22 budget – \$5,871,407 for 2021 lane mile levels. This budget forecast equates to roughly \$8,800 per lane mile in revenue from the Highway Trust fund on an annual basis.

The 12-month anticipated increase to Highway Allocation revenue levels from this proposed package would be \$112,728.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



Tammi Palm

From: Ken Clary
Sent: Wednesday, March 9, 2022 9:23 AM
To: Tammi Palm
Cc: Dave Stukenholtz; Jim Ristow
Subject: RE: proposed annexation packages

Tammi,

I apologize for the delay. At this time the impact would be limited regarding the proposed annexations. The only currently populated area of the annexations is Normandy Hills. Sarpy County shows 213 total calls for service in that area over the previous year. I believe our District 712 or 742 cars could absorb those calls over the short term. I will add the caveat that – as this area is built-out and we annex more area around Hwy 34 and Hwy 75, that will likely need to be added as a stand-alone district (adding the need for four additional officers). Talking to Mark, that will likely be in the timeline of 2024 or 2025. So, to summarize, the current impact would be negligible and we will discuss further with future annexations in that area.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Wednesday, March 9, 2022 8:40 AM
To: Ken Clary <ken.clary@bellevue.net>
Subject: FW: proposed annexation packages

Hi Chief,

Just a reminder – can I get your comments on these proposed annexations? We're putting our report together and I want to make sure I have any Police needs documented.

Thanks!

Best regards,

Tammi Palm

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

From: Tammi Palm
Sent: Thursday, February 17, 2022 10:45 AM
To: Mark Elbert <mark.elbert@bellevue.net>; Doug Clark <doug.clark@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ken Clary <ken.clary@bellevue.net>
Cc: Richard Severson <richard.severson@bellevue.net>; 'Angela Curry' <angela.curry@bellevue.net>; Bree Robbins <bree.robbins@bellevue.net>
Subject: proposed annexation packages

Tammi Palm

From: Gifford, Donald (235)
Sent: Tuesday, February 22, 2022 6:23 AM
To: Tammi Palm
Cc: Guido, Perry
Subject: FW: proposed annexation packages
Attachments: Annex Area 1 GIS Map.pdf; Annex Area 2 GIS map.pdf; Annex Area 3 GIS Map.pdf; Annex Area 4 GIS Map.pdf

Tami,
Chief Guido ask me to investigate this, there is no impact to the fire department due to the fire department already covers the areas in the proposed annexation package.

Donald Gifford
Battalion Chief
City of Bellevue Fire Department
Inspections Bureau
Email Donald.gifford@bellevue.net
Phone 402-682-6630
Cell 402-515-8545

From: Tammi Palm <Tammi.Palm@bellevue.net>
Date: February 17, 2022 at 10:44:45 AM CST
To: Mark Elbert <mark.elbert@bellevue.net>, Doug Clark <doug.clark@bellevue.net>, Ashley Decker <ashley.decker@bellevue.net>, Susan Kluthe <Susan.Kluthe@bellevue.net>, Julie Dinville <Julie.Dinville@bellevue.net>, Perry Guido <Perry.Guido@bellevue.net>, Ken Clary <ken.clary@bellevue.net>
Cc: Richard Severson <richard.severson@bellevue.net>, Angela Curry <angela.curry@bellevue.net>, Bree Robbins <bree.robbins@bellevue.net>
Subject: proposed annexation packages

Good morning,

The city is proposing four annexation packages to be heard at our March 24 Planning Commission meeting. I have attached maps of each area. Please distribute amongst your departments as necessary and please provide detailed impact information (i.e. additional staff needs, equipment, etc.) back to me by **March 7**.

Please breakdown your impacts per proposed annexation area if possible and as applicable, as we will look at each of these areas separately through the public hearing process.

Please let me know if you have any questions.

Thanks!

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11g.
5/3/2022

COUNCIL MEETING DATE: 04/05/2022		SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

AN ORDINANCE TO AMEND CHAPTER 18, SECTIONS 18-31, 18-34, 18-35, 18-37, 18-51, 18-52, 18-53, 18-65, 18-66, 18-74, 18-90, 18-91, 18-92, 18-93, 18-100 And 18-136 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO PARKING ENFORCEMENT, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME AND TO ADD NEW SECTIONS 18-67 THROUGH 18-70; AND TO PROVIDE AN EFFECTIVE DATE.

SYNOPSIS/BACKGROUND:

This ordinance is being introduced to streamline the parking enforcement provisions of the City code. Historically, code enforcement enforces the majority of parking violations in the city. The City's main recourse for a continued parking violation is towing the vehicle and assessing the costs of towing and storage to the custodian or owner of the vehicle. The parking ticket fines currently in the master fee schedule are rarely utilized in enforcing parking violations (attached is a proposed amended master fee schedule, which would eliminate the parking ticket fines and will be placed on the May 5, 2022 agenda to coincide with the third reading of this ordinance). The proposed amendments and additions intend to more clearly outline this process. Various amendments are also proposed to more appropriately delegate authority in certain traffic/road related areas to the Public Works Director or designee rather than the Chief of Police.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text" value="05/04/2021"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text" value="NO"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve Ordinance No. 4091 and authorize Mayor to sign.

ATTACHMENTS:

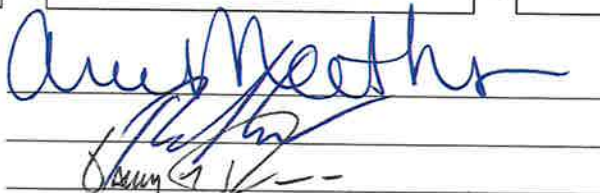
- | | | |
|--|---|---|
| 1. <input type="text" value="Ordinance No. 4091 - Clean"/> | 2. <input type="text" value="Ordinance No. 4091- Redline"/> | 3. <input type="text" value="Proposed Amended Master Fee Schedule (to be on 5/3/22 agenda)"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4091

AN ORDINANCE TO AMEND CHAPTER 18, SECTIONS 18-31, 18-34, 18-35, 18-37, 18-51, 18-52, 18-53, 18-65, 18-66, 18-74, 18-90, 18-91, 18-92, 18-93, 18-100 And 18-136 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO PARKING ENFORCEMENT, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME AND TO ADD NEW SECTIONS 18-67 THROUGH 18-70; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 18-31, 18-34, 18-35 and 18-37 of Chapter 18, Article II are hereby amended to read as follows:

§ 18-31 AUTHORITY TO DESIGNATE LOCATION.

The ~~chief of police~~ Public Works Director or his or her designee shall designate the location of traffic-control signs, signals and devices when and as required under the traffic ordinances of this city to make effective the provisions of such ordinances, and may designate the location of such additional traffic-control devices as he may deem necessary to regulate traffic under the traffic ordinances of this city or under state law, or to guide or warn traffic.

§ 18-34 TRAFFIC LANES.

(A) The ~~chief of police~~ Public Works Director or his or her designee is hereby authorized to designate the location of traffic lanes upon the roadway of any street or highway where a regular alignment of traffic is necessary.

(B) Where such traffic lanes have been marked, it shall be unlawful for the operator of any vehicle to fail or refuse to keep such vehicle within the boundaries of any such lanes except when lawfully passing another vehicle or preparatory to making a lawful turning movement.

§ 18-35 CROSSWALKS AND SAFETY ZONES.

The ~~chief of police~~ Public Works Director or his or her designee is hereby authorized:

(A) To designate the location of, by appropriate devices, marks or lines upon the surface of the roadway, crosswalks at intersections where in his opinion there is particular danger to pedestrians crossing the roadway, and at such other places as he may deem necessary.

(B) To establish safety zones of such kind and character and at such places as he may deem necessary for the protection of pedestrians.

§ 18-37 PLAY STREETS—AUTHORITY TO ESTABLISH AND PLACE APPROPRIATE SIGNS, ETC.

The ~~chief of police~~ Public Works Director or his or her designee shall have authority to declare any street or part thereof a play street and to place appropriate signs or devices in the roadway indicating and helping to protect the same.

Section 2. That Sections 18-51, 18-52 and 18-53 of Chapter 18, Article III are hereby amended to read as follows:

§ 18-51 GENERALLY.

(A) The city council shall designate the streets and parts of streets and the alleys on which vehicular traffic shall move only in one direction.

(B) The ~~police department~~ public works department or other qualified designee shall see that appropriate signs are placed in visible positions designating such streets and alleys as one-way streets and alleys.

§ 18-52 SIGNS GENERALLY.

Whenever any ordinance of this city designates any one-way street or alley the ~~chief of police~~ Public Works Director or his or her designee shall designate the location of signs giving notice thereof, and no such regulation shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

§ 18-53 CHANGE IN DIRECTION OF MOVEMENT.

(A) The ~~chief of police~~ Public Works Director or his or her designee is hereby authorized to determine and designate streets, parts of streets or specific lanes thereon upon which vehicular traffic shall proceed in one direction during one period and the opposite direction during another period of the day and shall designate the location of appropriate markings, signs, barriers or other devices to give notice thereof. The ~~chief of police~~ Public Works Director or his or her designee may designate the location of signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the center line of the roadway.

(B) It shall be unlawful for any person to operate any vehicle in violation of such markings, signs, barriers or other devices so placed in accordance with this section.

Section 3. That Sections 18-65, 18-66, 18-74, 18-90, 18-91, 18-92, 18-93 and 18-100 of Chapter 18, Article IV are hereby amended to read as follows:

§ 18-65 ~~PARKING VIOLATIONS BUREAU; FINE SCHEDULE PARKING ENFORCEMENT; AUTHORITY OF POLICE DEPARTMENT AND OTHER AUTHORIZED PERSONNEL.~~

~~(A) There is hereby created in the city the parking violations bureau as a branch of the office of the city clerk. It shall be the duty of the city clerk to collect all fines for violations of all parking ordinances enacted under this Code.~~

~~(B) The city clerk shall immediately notify any person who fails to pay a parking fine within seven days after the violation. The parking fines shall be payable at the office of the city clerk. Should any such fines not be paid within 30 days of the violation, the city attorney shall file a complaint against such person in the appropriate court.~~

~~— (C) All money collected by the city clerk under this section shall be transferred to the city treasurer at the end of each month. The city clerk shall keep accurate records of such fines paid to the city treasurer.~~

~~It shall be the duty of the police department, or such code enforcement inspectors as assigned by the chief of police to enforce all parking ordinances of this city. Any person violating any section of this Article is subject to enforcement of such provisions by the police department or any such code enforcement inspector pursuant to this section.~~

§ 18-66 LONG AND CONTINUOUS PARKING.

No owner of any motor vehicle shall use the streets or other public thoroughfares of the city for long and continuous parking when such use interferes with traffic or maintenance of public thoroughfares to the extent of becoming a nuisance. The owner of any such vehicle shall remove the same upon notice, in writing, by the ~~police department enforcing officer~~ and within ~~24 hours the time stated on such notice~~. ~~Upon failure to obey the order of such officers, the vehicles shall be ordered impounded as a nuisance, and the owners required to pay the necessary costs and storage.~~

§ 18-74 PERMIT FOR LOADING OR UNLOADING AT ANGLE CURB.

(A) The ~~chief of police public works department~~ is authorized to issue special permits to permit the backing of a vehicle to the curb for the purpose of loading or unloading merchandise or materials subject to the terms and conditions of such permit. Such permits may be issued either to the owner or lessee of real property or to the owner of the vehicle and shall grant to such person the privilege as therein stated and authorized herein.

(B) It shall be unlawful for any permittee or other person to violate any of the special terms or conditions of any such permit.

§ 18-90 ADJACENT TO SCHOOLS.

(A) The ~~chief of police Public Works Director or his or her designee~~ is hereby authorized to designate the location of signs indicating no parking upon either or both sides of any street adjacent to any school property when such parking would, in his ~~or her~~ opinion, interfere with traffic or create a hazardous situation.

(B) When official signs are erected indicating no parking upon either side of a street adjacent to any school property as such authorized herein, no person shall park a vehicle in any such designated place.

§ 18-91 ON NARROW STREETS.

(A) The ~~chief of police Public Works Director or his or her designee~~ is hereby authorized to designate the location of signs indicating no parking upon any street when the width of the roadway does not exceed twenty (20) feet, or upon one side of a street as indicated by such signs when the width of the roadway does not exceed thirty (30) feet.

(B) When official signs prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign.

§ 18-92 ON ONE-WAY ROADWAYS.

In the event a highway includes two (2) or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the lefthand side of such one-way roadway unless signs are erected to permit such standing or parking. The ~~chief of police~~ Public Works Director or his or her designee is authorized to determine when standing or parking may be permitted upon the lefthand side of any such one-way roadway and erect signs giving notice thereof.

§ 18-93 NEAR HAZARDOUS OR CONGESTED PLACES.

(A) The ~~chief of police~~ Public Works Director or his or her designee is hereby authorized to determine and designate by proper signs places not exceeding one hundred (100) feet in length in which the stopping, standing or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.

(B) When official signs are erected at hazardous or congested places as authorized herein no person shall stop, stand or park a vehicle in any such designated place.

§ 18-100 SAME—REMOVAL OF VEHICLES BY POLICE DEPARTMENT.

(A) It shall be unlawful to park, or otherwise leave a vehicle unattended in violation of section 18-98 or 18-99 of this Code. Members of the police department and code enforcement inspectors are authorized to remove by tow or otherwise, or cause to be towed or otherwise removed, any vehicle parked or left unattended in violation of section 18-98 or 18-99 of this Code to another place or location on a street or to a lot, garage, or other facility designated by the police department or the city.

(B) Whenever a vehicle is towed or removed from a street as authorized in this section and the member of the police department or code enforcement inspector knows or has ascertained from the registration records in the vehicle the name and address of the owner thereof, such member of the police department or code enforcement shall, as soon as is reasonably practicable, give or cause to be given notice to such owner of the fact of such tow or removal and the reason therefor and of the place to which such vehicle has been removed.

(C) The owner and other person lawfully entitled to the possession of any vehicle removed, towed or stored shall be charged with the reasonable cost of removal and towing and storage fees. Any person towing, removing or storing a vehicle shall be entitled to retain possession of such vehicle until such charges are paid.

Section 4. That Sections 18-67, 18-68, 18-69 and 18-70 of Chapter 18, Article IV, Division I, are hereby added to read as follows:

§18-67 DECLARATION OF NUISANCE

The parking of a vehicle in violation of any applicable provision of this Code or state law is hereby declared to constitute an obstruction of the streets and a public nuisance.

§18-68 NOTICE AND ORDER TO REMOVE

If any vehicle is found in violation of any applicable provisions of this Article and is not found to be subject to immediate removal under Section 18-6 of this Chapter, the enforcing officer shall affix thereto a parking violation notice and order to move or remove such vehicle. Such parking violation notice shall order the vehicle to be moved or removed within the time stated therein.

§18-69 TOWING OF VEHICLES.

Whenever any vehicle is found by a police officer or code enforcement inspector parked in violation of any ordinances or state statute and such notice and order to remove was provided pursuant to Section 18-68, or which is subject to removal under Section 18-6, the police officer or code enforcement inspector may remove and convey the vehicle by means of towing it or otherwise impounding the vehicle to the garage or lot designated by the city for such purpose.

§18-70 PAYMENT OF COSTS OF REMOVAL AND STORAGE

In such case when a vehicle is towed or removed to a garage or lot designated by the city for such purpose, the owner, driver, or operator responsible for the vehicle shall pay such towing fees and storage costs as may be established by the Master Fee Schedule and the contract between the city and such person or company operating such garage or lot.

Section 5. That Section 18-136 of Chapter 18, Article VI is hereby amended to read as follows:

§ 18-136 PENALTY.

Any person who violates the provisions of this article shall be subject to having his or her vehicle towed ~~pursuant to Section 18-69 of this Code, or having placed on his or her vehicle a parking ticket by any police officer or code enforcement officer. Said parking ticket shall be for the sum of \$50.00 and the owner or operator of any such vehicle shall, within seventy two hours, pay the same to the office of the city treasurer to be deposited in the city's general fund. If said ticket is not paid within said seventy two hour period, the parking violation shall constitute an offense, and the owner or operator of said vehicle shall upon conviction thereof be subject to a fine of \$50.00. If the identity of the operator of a motor vehicle cannot be determined, the owner or person in whose name such vehicle is registered shall be held prima facie responsible for such infraction.~~

Section 6. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this ____ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

ORDINANCE NO. 4091

AN ORDINANCE TO AMEND CHAPTER 18, SECTIONS 18-31, 18-34, 18-35, 18-37, 18-51, 18-52, 18-53, 18-65, 18-66, 18-74, 18-90, 18-91, 18-92, 18-93, 18-100 And 18-136 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO PARKING ENFORCEMENT, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME AND TO ADD NEW SECTIONS 18-67 THROUGH 18-70; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 18-31, 18-34, 18-35 and 18-37 of Chapter 18, Article II are hereby amended to read as follows:

§ 18-31 AUTHORITY TO DESIGNATE LOCATION.

The Public Works Director or his or her designee shall designate the location of traffic-control signs, signals and devices when and as required under the traffic ordinances of this city to make effective the provisions of such ordinances and may designate the location of such additional traffic-control devices as he may deem necessary to regulate traffic under the traffic ordinances of this city or under state law, or to guide or warn traffic.

§ 18-34 TRAFFIC LANES.

(A) The Public Works Director or his or her designee is hereby authorized to designate the location of traffic lanes upon the roadway of any street or highway where a regular alignment of traffic is necessary.

(B) Where such traffic lanes have been marked, it shall be unlawful for the operator of any vehicle to fail or refuse to keep such vehicle within the boundaries of any such lanes except when lawfully passing another vehicle or preparatory to making a lawful turning movement.

§ 18-35 CROSSWALKS AND SAFETY ZONES.

The Public Works Director or his or her designee is hereby authorized:

(A) To designate the location of, by appropriate devices, marks or lines upon the surface of the roadway, crosswalks at intersections where in his opinion there is particular danger to pedestrians crossing the roadway, and at such other places as he may deem necessary.

(B) To establish safety zones of such kind and character and at such places as he may deem necessary for the protection of pedestrians.

§ 18-37 PLAY STREETS—AUTHORITY TO ESTABLISH AND PLACE APPROPRIATE SIGNS, ETC.

The Public Works Director or his or her designee shall have authority to declare any street or part thereof a play street and to place appropriate signs or devices in the roadway indicating and helping to protect the same.

Section 2. That Sections 18-51, 18-52 and 18-53 of Chapter 18, Article III are hereby amended to read as follows:

§ 18-51 GENERALLY.

(A) The city council shall designate the streets and parts of streets and the alleys on which vehicular traffic shall move only in one direction.

(B) The public works department or other qualified designee shall see that appropriate signs are placed in visible positions designating such streets and alleys as one-way streets and alleys.

§ 18-52 SIGNS GENERALLY.

Whenever any ordinance of this city designates any one-way street or alley the Public Works Director or his or her designee shall designate the location of signs giving notice thereof, and no such regulation shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

§ 18-53 CHANGE IN DIRECTION OF MOVEMENT.

(A) The Public Works Director or his or her designee is hereby authorized to determine and designate streets, parts of streets or specific lanes thereon upon which vehicular traffic shall proceed in one direction during one period and the opposite direction during another period of the day and shall designate the location of appropriate markings, signs, barriers or other devices to give notice thereof. The Public Works Director or his or her designee may designate the location of signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the center line of the roadway.

(B) It shall be unlawful for any person to operate any vehicle in violation of such markings, signs, barriers or other devices so placed in accordance with this section.

Section 3. That Sections 18-65, 18-66, 18-74, 18-90, 18-91, 18-92, 18-93 and 18-100 of Chapter 18, Article IV are hereby amended to read as follows:

§ 18-65 PARKING ENFORCEMENT; AUTHORITY OF POLICE DEPARTMENT AND OTHER AUTHORIZED PERSONNEL.

It shall be the duty of the police department, or such code enforcement inspectors as assigned by the chief of police to enforce all parking ordinances of this city. Any person violating any section of this Article is subject to enforcement of such provisions by the police department or any such code enforcement inspector pursuant to this section.

§ 18-66 LONG AND CONTINUOUS PARKING.

No owner of any motor vehicle shall use the streets or other public thoroughfares of the city for long and continuous parking when such use interferes with traffic or maintenance of public

thoroughfares to the extent of becoming a nuisance. The owner of any such vehicle shall remove the same upon notice, in writing, by the enforcing officer and within the time stated on such notice.

§ 18-74 PERMIT FOR LOADING OR UNLOADING AT ANGLE CURB.

(A) The public works department is authorized to issue special permits to permit the backing of a vehicle to the curb for the purpose of loading or unloading merchandise or materials subject to the terms and conditions of such permit. Such permits may be issued either to the owner or lessee of real property or to the owner of the vehicle and shall grant to such person the privilege as therein stated and authorized herein.

(B) It shall be unlawful for any permittee or other person to violate any of the special terms or conditions of any such permit.

§ 18-90 ADJACENT TO SCHOOLS.

(A) The Public Works Director or his or her designee is hereby authorized to designate the location of signs indicating no parking upon either or both sides of any street adjacent to any school property when such parking would, in his or her opinion, interfere with traffic or create a hazardous situation.

(B) When official signs are erected indicating no parking upon either side of a street adjacent to any school property as such authorized herein, no person shall park a vehicle in any such designated place.

§ 18-91 ON NARROW STREETS.

(A) The Public Works Director or his or her designee is hereby authorized to designate the location of signs indicating no parking upon any street when the width of the roadway does not exceed twenty (20) feet, or upon one side of a street as indicated by such signs when the width of the roadway does not exceed thirty (30) feet.

(B) When official signs prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign.

§ 18-92 ON ONE-WAY ROADWAYS.

In the event a highway includes two (2) or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the lefthand side of such one-way roadway unless signs are erected to permit such standing or parking. The Public Works Director or his or her designee is authorized to determine when standing or parking may be permitted upon the lefthand side of any such one-way roadway and erect signs giving notice thereof.

§ 18-93 NEAR HAZARDOUS OR CONGESTED PLACES.

(A) The Public Works Director or his or her designee is hereby authorized to determine and designate by proper signs places not exceeding one hundred (100) feet in length in which the stopping, standing or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.

(B) When official signs are erected at hazardous or congested places as authorized herein no person shall stop, stand or park a vehicle in any such designated place.

§ 18-100 SAME—REMOVAL OF VEHICLES BY POLICE DEPARTMENT.

(A) It shall be unlawful to park, or otherwise leave a vehicle unattended in violation of section 18-98 or 18-99 of this Code. Members of the police department and code enforcement inspectors are authorized to remove by tow or otherwise, or cause to be towed or otherwise removed, any vehicle parked or left unattended in violation of section 18-98 or 18-99 of this Code to another place or location on a street or to a lot, garage, or other facility designated by the police department or the city.

(B) Whenever a vehicle is towed or removed from a street as authorized in this section and the member of the police department or code enforcement inspector knows or has ascertained from the registration records in the vehicle the name and address of the owner thereof, such member of the police department or code enforcement shall, as soon as is reasonably practicable, give or cause to be given notice to such owner of the fact of such tow or removal and the reason therefor and of the place to which such vehicle has been removed.

(C) The owner and other person lawfully entitled to the possession of any vehicle removed, towed or stored shall be charged with the reasonable cost of removal and towing and storage fees. Any person towing, removing or storing a vehicle shall be entitled to retain possession of such vehicle until such charges are paid.

Section 4. That Sections 18-67, 18-68, 18-69 and 18-70 of Chapter 18, Article IV, Division I, are hereby added to read as follows:

§18-67 DECLARATION OF NUISANCE

The parking of a vehicle in violation of any applicable provision of this Code or state law is hereby declared to constitute an obstruction of the streets and a public nuisance.

§18-68 NOTICE AND ORDER TO REMOVE

If any vehicle is found in violation of any applicable provisions of this Article and is not found to be subject to immediate removal under Section 18-6 of this Chapter, the enforcing officer shall affix thereto a parking violation notice and order to move or remove such vehicle. Such parking violation notice shall order the vehicle to be moved or removed within the time stated therein.

§18-69 TOWING OF VEHICLES.

Whenever any vehicle is found by a police officer or code enforcement inspector parked in violation of any ordinances or state statute and such notice and order to remove was provided pursuant to Section 18-68, or which is subject to removal under Section 18-6, the police officer or code enforcement inspector may remove and convey the vehicle by means of towing it or otherwise impounding the vehicle to the garage or lot designated by the city for such purpose.

§18-70 PAYMENT OF COSTS OF REMOVAL AND STORAGE

In such case when a vehicle is towed or removed to a garage or lot designated by the city for such purpose, the owner, driver, or operator responsible for the vehicle shall pay such towing fees and storage costs as may be established by the Master Fee Schedule and the contract between the city and such person or company operating such garage or lot.

Section 5. That Section 18-136 of Chapter 18, Article VI is hereby amended to read as follows:

§ 18-136 PENALTY.

Any person who violates the provisions of this article shall be subject to having his or her vehicle towed pursuant to Section 18-69 of this Code.

Section 6. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this ___ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 04/05/2022
Second Reading: _____
Third Reading: _____

City Attorney

RESOLUTION NO. _____

WHEREAS, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

WHEREAS, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

WHEREAS, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. ~~2021-54~~ 2022-01 passed ~~December 21, 2021~~ January 18, 2022 is amended as follows:

MASTER FEE SCHEDULE

BUILDING & USE FEES

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical
Electrical and Grading

1997 Uniform Administrative Code fees as amended

Penalty Fee

4x regular permit fee

BUILDING & USE FEES (Continued)

Refund Policy	Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days
Pre-connect deposit fees	\$500
Penalty Fee 2 nd revocation	\$1,500
Penalty Fee 3 rd revocation	\$5,000
Papio Creek and South Sarpy Watershed Partnership Fees (Effective July 1, 2021 – June 30, 2022)	
Residential – up to a four plex	\$ 978 per dwelling unit
Multi-family – greater than a four plex	\$4302 per gross acre
Commercial and Industrial	\$5214 per gross acre
These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.	
Plan Review Fee (New Construction)	
Commercial	25% of building permit fee
Demolition of Building Permit (\$25,000 bond for each)	
Residential accessory structures less than 1200 square feet	\$40
One- and two-family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR (Continued)

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$40
Single Family Siding Permits	\$25

CURB CUT AND GRINDING

Permit fee with curb requiring cut plus the 4' apron on each side done by City or Contractor	\$25 + \$17.50 per sq. ft of cut to 6 ft additional 10% per foot beyond 6 ft.\$25
Extended Permit & Subsequent Extended Permits Winter Charge	\$200 additional 10% for cuts or grinds from November 15 th to April 1 st
Request for Waiver (sidewalk construction/repair)	\$30

FIRE AND RESCUE SQUAD FEES

Basic Life Support, Non-Emergency (BLS)	\$365.00
Basic Life Support, Emergency (BLS-Emergency)	\$650.00
Advanced Life Support, Non-Emergency (ALS)	\$475.00
Advanced Life Support, Emergency Level I (ALS1)	\$750.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$950.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$ 15.00
Haz-Mat Fees	Fee based on material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

Training Tower Only	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 400.00/ \$ 700.00
10-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,400.00
15-4 Hour Scheduled Events Per Year	\$1,200.00/ \$2,150.00

Hour Rate	
4 Hours	\$100.00/ \$150.00
8 Hours	\$200.00/ \$300.00
1 Gas/Tower Operator	Included/ Included
*Plus Consumable Material Used	

Training Tower and Fire Simulator	TMA/ Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,950.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$3,900.00
15-4 Hour Scheduled Events Per Year	\$2,400.00/ \$5,850.00

Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$400

Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included
*Additional Gas Operator	\$25.00 p/h / \$32.50 p/h
*Plus Consumable Material Used	

Rail Car Simulator	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 640.00/ \$ 640.00
10-4 Hour Scheduled Events Per Year	\$1,280.00/ \$1,280.00

Single Usage	
1-4 Hour Scheduled Event	\$160.00 / \$160.00

Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included

FIRE TRAINING FACILITY FEES (Continued)

Confined Space	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,450.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$2,800.00
Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$300.00
2 Observers	Included/ Included
Driving Area	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
Cones	Included/Included
Extrication Area	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
5-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
*Each Vehicle	\$ 50.00 / \$50.00
Classroom Area	TMA Fee/Public Fee
Annual Usage:	
Contract Bellevue FD Training Site	
Single Usage	
Room 1	
1-4 Hour Scheduled Events Per Year	\$150.00 / \$150.00
10-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
Room 2	
1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
10-4 Hour Scheduled Events Per Year	\$200.00 / \$200.00
Room 3	
1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
1-8 Hour Scheduled Events Per Year	\$200.00 / \$200.00

FIRE TRAINING FACILITY FEES (Continued)

Rooms 1, 2 and 3	
1-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Events Per Year	\$600.00 / \$600.00
Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included
Entire Training Site	TMA Fee/Public Fee
Annual Usage	Contact Bellevue FD Training Site
Single Use:	
1-4 Hour Scheduled Events Per Year	\$ 600.00 / \$ 600.00
1-8 Hour Scheduled Events Per Year	\$1,200.00 / \$1,200.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Health Care Facilities	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Hospital and Nursing Home Revisits	\$50.00 up to one hour \$25.00 for each additional ½ hour NOT TO EXCEED \$150.00
Liquor Inspections:	
Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00
Revisits for either	\$50.00
Child Care Inspections:	
1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00
Foster Care Inspections:	
Initial Inspection	\$20.00
Revisit Inspection	\$20.00
Investigative Reports:	
Fee for Reports	\$3.00 plus actual cost of printing

CODE ENFORCEMENT FEES

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee

CODE ENFORCEMENT FEES (Continued)

Snow Removal

1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd removal	\$300/min/hour + \$50 Admin fee

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)

Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee

Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)

Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee

Graffiti removal \$200/min/hour + \$50 Admin fee

Application Fee for Nuisance Violation Hearing \$35

POLICE RANGE TRAINING FACILITY

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police

\$100/hour

GRADE PERMIT FEES

10 acres or less	1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
More than 10 acres	1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

ZONING FEES

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$ 175
1-5 acres	\$ 325
over 5 acres	\$ 525
Zoning Text Amendment	\$ 250
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 150
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 300
Flood Plain Development Permit	\$ 50
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$150
151 – 300 square feet	\$200
Over 300 square feet	\$300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 100
Zoning Verification Letter	\$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).	\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF
An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF.	\$250 per pole or structure

OCCUPATION TAXES

Liquor License Occupation Taxes & Fees

(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

OTHER FEES

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size \$ 450 Cremains \$ 400 Infant \$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge) (December 1 – March 1)	\$ 40

OTHER FEES (Continued)

Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 125 Attach VA Marker to Niche Door or or Engraving
Disinterment Fees:	\$1,100 Full size \$ 600 Cremains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size (New Sections G & H) \$ 125 Infant \$ 800 Niche
Walkway Plots	\$1,000
Columbarium Plots	\$1,200 Row 1 (Top of Columbarium) \$1,000 Row 2 \$ 800 Row 3 \$ 600 Row 4 \$ 400 Row 5
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25
Dog, Cat & Pot-Bellied Pig Fees (Collected by NE Humane Society-not City of Bellevue)	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 st impoundment \$30

Vaccination Fee	2 nd impoundment \$60 3 rd impoundment \$100 \$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year

OTHER FEES (Continued)

Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 100
Ice Cream Vendor Fee	\$50 per person
Ice Cream Vehicle Inspection Fee	\$25 per truck
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Parking Ticket Fee	
 If paid within 7 days of violation due	\$5/\$10/\$25
 If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25

OTHER FEES (Continued)

Temporary Business Licenses:

Seasonal Merchant	\$25 license valid for 1 month \$50 license valid for 4 months \$15 one-month extension – maximum of two (2) one-month extensions ONLY applies to 4 month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non-refundable processing fee to be certified to license fee issued
Carnival/Circus/Public Amusement Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public

Tobacco License	\$15 license fee per State Statute + \$10 administrative fee
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Trash and Recycling Residential Collection Fee, effective June 1, 2020

\$14.99 per month, per residence for 35-gallon service
\$18.19 per month, per residence for 65 gallon service
\$21.19 per month, per residence for 95-gallon service
\$15.00 for each bulky item pick up
\$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds
\$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds
\$9.30 for each additional cart

Tree Damage

Tree DBH (Diameter at Breast Height)	
Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

OTHER FEES (Continued)

Limb Circumference	
Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700
Vehicle Impoundment Fees	
Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40 day inside
Administration Fee	\$30
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract
Street/Alley Vacation	
Application Fee	\$50
Administrative Fee	\$300

PUBLIC RECORDS

Audio Tapes, Video Tapes, CD/DVD or other media	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos	
(Digital)	\$20 per CD or other digital media device
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$5 per request + applicable copy fee
Copy Fee (paper or electronic)	\$0.25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. "A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public." (R.R.S.84-172)

ALARM SYSTEMS/FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant’s alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

LIBRARY FEES

Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1

Fines:

Books, Audio Books, CD’s, DVDs	\$0.10/day
USB Language Kits, Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

Lost Items

Replacement cost of item (or purchase like item as replacement)

Damaged Items

Damage cost assessed up to full value of item

LIBRARY FEES (Continued)

Materials Processing

Replacement of Materials

\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)

Replacements for Books on CD Cases

\$ 8 for small, \$ 9 for medium, \$ 10 for large

Copier/Printer Rates

Black & White Copies/Prints

\$0.10/page (single sided)

Color Prints

\$0.50/page (single sided)

RECREATION FEES

100% BEFORE first day

Reed Center – Rental

\$325 – Friday/Sunday

\$375 – Sunday

\$175 – Non profit

Field Rentals

\$30 per hour light fee +

\$175 per day

\$200 per day – non-resident

Jr. T-Ball

\$25

T-Ball/Coach Pitch

\$35

Baseball/Softball

\$40

Adult Softball – Church League

\$60

Baseball/Softball Spring Training

\$10

Tennis Lessons

Juniors

\$20

Adults

\$25

Swimming Pools:

Swimming Lessons

\$35

Swimming League

\$35

Daily Swim Fee

Youth (18 - Under)

\$3.00

Adult (19 & Over)

\$5.00

Wading Pool (2 year – Adult)

\$2.00

Seniors (55 & Over)

Free

Pool Parties

Pool Rental Fee

\$100

Lifeguard Fee

\$ 40

*Bellevue residents pay the lower fee

Track Club	\$35
Youth Sports Camp	\$30 single session \$40 both sessions
Youth Lacrosse Camp	\$30
Youth Soccer League	\$40
Youth Flag Football League	
Spring	\$35
Fall	\$35
Historic Presbyterian Church Rental Fee	\$375

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ 900
Duplex	\$1,600
Multiple Family	\$700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$47

TAX INCREMENT FINANCING (TIF) FEES

Application Fee	\$ 500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees of TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the _____ day of _____, 2022~~1~~.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022~~1~~.

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11h.
5/3/2022

COUNCIL MEETING DATE: 04/05/2022		SUBMITTED BY: Legal		Police Department	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Ordinance No. 4092, amending Chapter 20, Article I, Sections 20-16 and 20-20.1 of the Bellevue Municipal Code related to certain offenses.

SYNOPSIS/BACKGROUND:

After certain new sections were removed from Chapter 19 of the City Code (for code enforcement) and placed in Chapter 20 of the City Code (for police enforcement) it became apparant that some items needed to be amended and revising for enforcement of the same.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Ordinance No. 4092.

ATTACHMENTS:

- | | | |
|------------------------|----|----|
| 1. Ordinance (redline) | 2. | 3. |
| 4. Ordinance (clean) | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4092

AN ORDINANCE TO AMEND CHAPTER 20, ARTICLE I, SECTIONS 20-16 and 20-20.1, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO OFFENSES, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 20-16 and 20-20.1 of Chapter 20, Article I are hereby amended to read as follows:

§ 20-16 HORNS, SIGNALING DEVICES, DRUMS, RADIOS, PHONOGRAPHS, ETC.

A. It shall be unlawful ~~to do any of the following: (1) Sound any horn, drum or signaling device which creates any unreasonably loud or harsh sound and the sounding of any such device, horn or drum is for any unnecessary and unreasonable period of time. This section shall not apply to:~~ for any person within the City to operate any radio, horn, drum, speaker, stereophonic sound system, signaling device, phonograph, other machine or device for producing or amplifying sound, or similar device, in such a manner as to be plainly audible to any person at any point or place more than 50 feet from the source. The prohibition herein shall not apply to:

1. The use of any such signaling device or horn as a danger warning; or
2. The use of any such signaling device or horn during the participation of a sporting event or other school function if being used in connection with the operations of the sporting event or school function.
- ~~3. The use of any horn, whistle or other device operated by engine exhaust; or~~
- ~~4. The use of any such signaling device when traffic is for any reason held up.~~

~~(2) To use, operate or permit to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vicinity, vehicle or chamber in which such machine or device is operated and who are voluntarily listeners thereto;~~

~~(3) To operate any such horn, drum, signaling device, radio, musical instrument, phonograph, or other machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article.~~

B. Waiver.

1. This section shall not apply when:

- a. The city council finds and declares that it is in the best interests of the general public and welfare ~~that section (A) that subsection (A), (B) and/or (C)~~ be waived after proper consideration of the facts and circumstances surrounding certain events to be held at public use facilities;
- b. The city council waives the above provisions so as to permit the use, operation, or playing of any ~~said prohibited sound or device during a specified time and specified dates stated in said application for waiver at a such radio receiving set, musical instrument, phonograph, or other machine or device for the production of sound at any fully enclosed, public-use facility during the hour from 11:00 p.m. to 12:00 a.m. (midnight);~~ upon the application and approval of any eligible organization or individual;
- c. Application is made by any individual or organization for the use of a city-owned facility ~~or other public use facility~~ and said waiver and application is submitted to the city clerk and after being scheduled to be heard during a regularly scheduled city council meeting, the city council determines whether or not it is in the general public interest to grant the ~~waiver for the specified time and date. said one-hour waiver.~~

§ 20-20.1 ~~OBSTRUCTION OR INTERFERENCE WITH INGRESS OR EGRESS ETC. OBSTRUCTING DRIVEWAYS, ALLEYS, SIDEWALKS, ETC.~~

~~(A) It shall be unlawful to interfere with, obstruct, stop, or stand on any public right-of-way, public or private street, alley, highway, sidewalk, driveway, stream, ditch, drainage, or within any intersection thereof or drainage in any manner which physically interferes with or obstructs ingress or egress of the same.~~

~~(B) Within two feet of either side of the opening of a private driveway, public driveway or established alley;~~

~~(C) It shall be unlawful to stop or stand within any intersection of a street, highway, roadway or sidewalk area in any manner which interferes with the use thereof by the public interferes with or obstructs the ingress or egress of the same.~~

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

ADOPTED by the Mayor and City Council this ____ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

ORDINANCE NO. 4092

AN ORDINANCE TO AMEND CHAPTER 20, ARTICLE I, SECTIONS 20-16 and 20-20.1, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO OFFENSES, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 20-16 and 20-20.1 of Chapter 20, Article I are hereby amended to read as follows:

§ 20-16 HORNS, SIGNALING DEVICES, DRUMS, RADIOS, PHONOGRAPHS, ETC.

A. It shall be unlawful ~~to do any of the following: (1) Sound any horn, drum or signaling device which creates any unreasonably loud or harsh sound and the sounding of any such device, horn or drum is for any unnecessary and unreasonable period of time. This section shall not apply to:~~ for any person within the City to operate any radio, horn, drum, speaker, stereophonic sound system, signaling device, phonograph, other machine or device for producing or amplifying sound, or similar device, in such a manner as to be plainly audible to any person at any point or place more than 50 feet from the source. The prohibition herein shall not apply to:

1. The use of any such signaling device or horn as a danger warning; or
2. The use of any such signaling device or horn during the participation of a sporting event or other school function if being used in connection with the operations of the sporting event or school function.
- ~~3. The use of any horn, whistle or other device operated by engine exhaust; or~~
- ~~4. The use of any such signaling device when traffic is for any reason held up.~~

~~(2) To use, operate or permit to be played, used, or operated any radio, musical instrument, phonograph, or other machine or device for the producing of sound in any residential area in a manner to disturb the quiet and comfort of the neighboring residents. To use, operate or permit to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vicinity, vehicle or chamber in which such machine or device is operated and who are voluntarily listeners thereto;~~

~~(3) To operate any such horn, drum, signaling device, radio, musical instrument, phonograph, or other machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article.~~

B. Waiver.

1. This section shall not apply when:

- a. The city council finds and declares that it is in the best interests of the general public and welfare ~~that section (A) that subsection (A), (B) and/or (C)~~ be waived after proper consideration of the facts and circumstances surrounding certain events to be held at public use facilities;
- b. The city council waives the above provisions so as to permit the use, operation, or playing of any ~~said prohibited sound or device during a specified time and specified dates stated in said application for waiver at a such radio receiving set, musical instrument, phonograph, or other machine or device for the production of sound at any fully enclosed, public-use facility during the hour from 11:00 p.m. to 12:00 a.m. (midnight);~~ upon the application and approval of any eligible organization or individual;
- c. Application is made by any individual or organization for the use of a city-owned facility ~~or other public use facility~~ and said waiver and application is submitted to the city clerk and after being scheduled to be heard during a regularly scheduled city council meeting, the city council determines whether or not it is in the general public interest to grant the ~~waiver for the specified time and date. said one-hour waiver.~~

§ 20-20.1 ~~OBSTRUCTION OR INTERFERENCE WITH INGRESS OR EGRESS ETC. OBSTRUCTING DRIVEWAYS, ALLEYS, SIDEWALKS, ETC.~~

~~(A) It shall be unlawful to interfere with, obstruct, stop, or stand on any public right-of-way, public or private street, alley, highway, sidewalk, driveway, stream, ditch, drainage, or within any intersection thereof or drainage in any manner which physically interferes with or obstructs ingress or egress of the same.~~

~~(B) Within two feet of either side of the opening of a private driveway, public driveway or established alley;~~

~~(C) It shall be unlawful to stop or stand within any intersection of a street, highway, roadway or sidewalk area in any manner which interferes with the use thereof by the public interferes with or obstructs the ingress or egress of the same.~~

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

ADOPTED by the Mayor and City Council this ____ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

ORDINANCE NO. 4092

AN ORDINANCE TO AMEND CHAPTER 20, ARTICLE I, SECTIONS 20-16 and 20-20.1, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO OFFENSES, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 20-16 and 20-20.1 of Chapter 20, Article I are hereby amended to read as follows:

§ 20-16 HORNS, SIGNALING DEVICES, DRUMS, RADIOS, PHONOGRAPHS, ETC.

- A. It shall be unlawful for any person within the City to operate any radio, horn, drum, speaker, stereophonic sound system, signaling device, phonograph, other machine or device for producing or amplifying sound, or similar device, in such a manner as to be plainly audible to any person at any point or place more than 50 feet from the source. The prohibition herein shall not apply to:
1. The use of any such signaling device or horn as a danger warning; or
 2. The use of any such signaling device or horn during the participation of a sporting event or other school function if being used in connection with the operations of the sporting event or school function.
- B. Waiver.
1. This section shall not apply when:
 - a. The city council finds and declares that it is in the best interests of the general public and welfare that section (A) be waived after proper consideration of the facts and circumstances surrounding certain events to be held at public use facilities;
 - b. The city council waives the above provisions so as to permit the use, operation, or playing of any said prohibited sound or device during a specified time and specified dates stated in said application for waiver at a public-use facility upon the application and approval of any eligible organization or individual;
 - c. Application is made by any individual or organization for the use of a city-owned facility or other public use facility and said waiver and application is submitted to the city clerk and after being scheduled to be heard during a regularly scheduled city council meeting, the city council determines whether or not it is in the general public interest to grant the waiver for the specified time and date.

§ 20-20.1 OBSTRUCTION OR INTERFERENCE WITH INGRESS OR EGRESS ETC.

(A) It shall be unlawful to interfere with, obstruct, stop, or stand on any public right-of-way, public or private street, alley, highway, sidewalk, driveway, stream, ditch, drainage, or within any intersection thereof in any manner which physically interferes with or obstructs ingress or egress of the same.

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

ADOPTED by the Mayor and City Council this ___ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 04/05/2022
Second Reading: _____
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11i.
5/3/2022

COUNCIL MEETING DATE: 04/05/2022		SUBMITTED BY: Doug Clark		Public Works Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LICQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>		

SUBJECT:

Street/Alley Vacation Application (SV 2202-01)

SYNOPSIS/BACKGROUND:

Request to vacate all of 37th Street between Marie Street and Veys Street abutting within "Veys Hill Haven Addition" an Addition to the City of Bellevue, Sarpy County, Nebraska. Lot 2 & 3 Block 1 Veys Hill Haven Addition and Lots 2, 3A, 3B, 4, 5 & 6 of Block 2 Veys Hill Haven Addition located in Section 20, T14N, R13E of 6th P.M., Sarpy County, Nebraska.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the request to vacate all of 37th Street between Marie Street and Veys Street abutting within "Veys Hill Haven Addition" an Addition to the City of Bellevue, Sarpy County, Nebraska. Lot 2 & 3 Block 1 Veys Hill Haven Addition and Lots 2, 3A, 3B, 4, 5 & 6 of Block 2 Veys Hill Haven Addition located in Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

ATTACHMENTS:

1. Ordinance 4093	2. Application	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Rapp
[Signature]
[Signature]



Application Number: SV-2202-01

Date of Application: Feb. 03, 2022

Public Works Department
1500 Wall Street
Bellevue, NE 68005
Ph: 402-293-3025

STREET/ALLEY VACATION APPLICATION

Name: Otoniel Garcia (for Salvacion / Iglesia)

Address: 8806 S 36th Street
Street

Omaha, NE 68147
City/State/Zip Code

Phone Number: (402) 706-9330

Briefly state the reason for this request: 37th street between Marie St. and Veys St. mostly serves private lots owned by Iglesia Pentecostes Roca Salvacion. The owner plans to improve street to support the construction of a new church building along with associated parking lots. Maintenance of the improvements would be performed by the owner.

Legal description of street/alley to be vacated: _____

All of 37th street located within "VEYS HILL HAVEN ADDITION"

an Addition to the City of Bellevue, Sarpy County, Nebraska.

Please attach a copy of the Street / Alley Vacation Petition as required.



Signature of Applicant

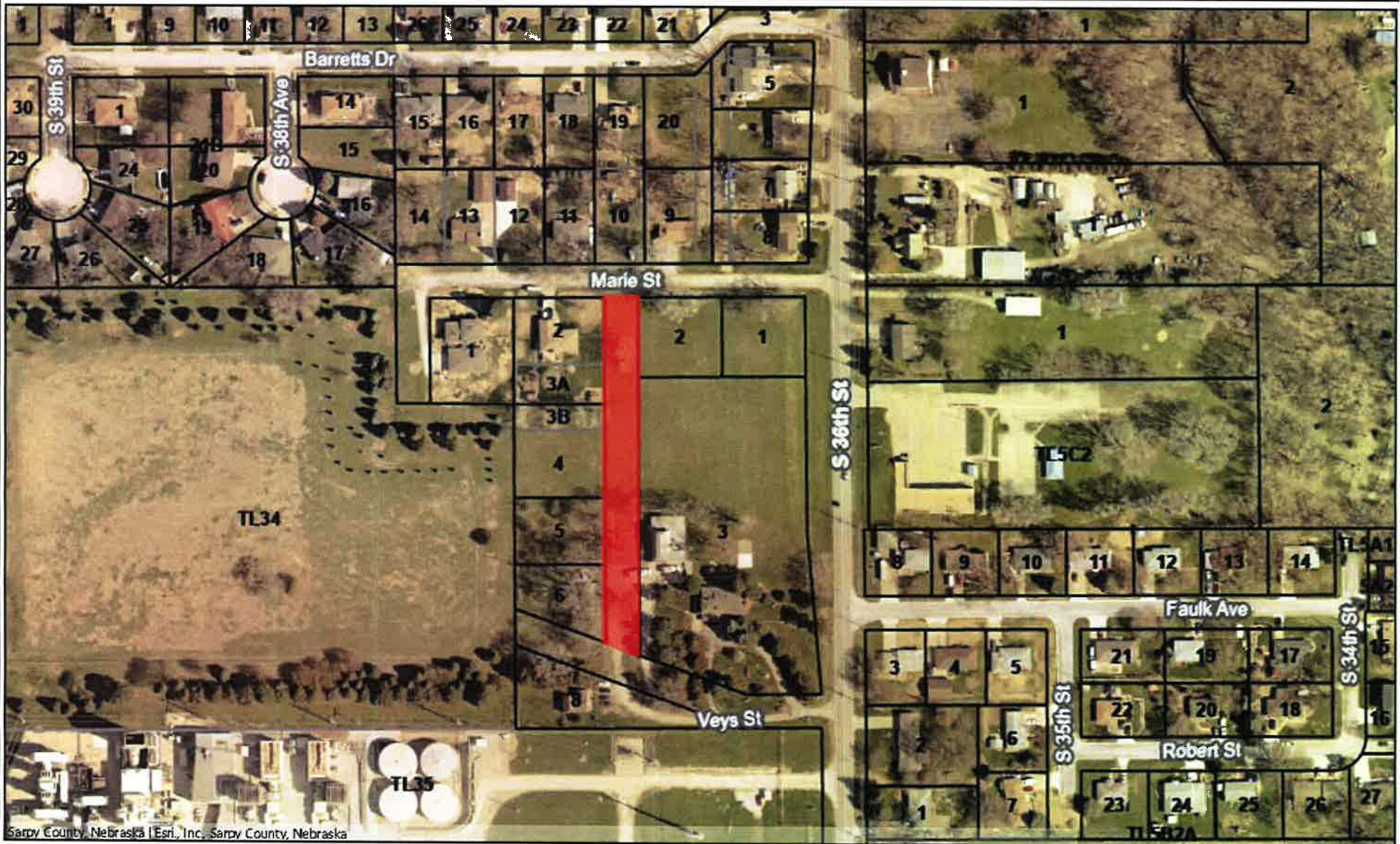
STREET / ALLEY VACATION AGREEMENT

That portion of the street/alley platted in VEYS HILL HAVEN ADDITION

SE 1/4, NE 1/4, Section 20, Township 14 North, Range 13 East of the 6th P.M.

located in the City of Bellevue, Sarpy County, Nebraska, be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair, or renew and operate now or hereafter installed water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired, or permitted by the City of Bellevue or such other utility, and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes, and crops, and all structures upon the premises, including but not limited to, buildings, walls, fences, drives, and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

EXHIBIT "A"



Sarpy County, Nebraska | Esri, Inc. | Sarpy County, Nebraska



Map Scale 1: 3185

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



Notes Ordinance No. 4085
37th Street Vacation



ORDINANCE NO. 4093

AN ORDINANCE DECLARING THE NECESSITY, EXPEDIENCY AND PROPRIETY OF VACATING ALL OF 37th STREET BETWEEN MARIE SREET AND VEYS STREET ABUTTING WITHIN "VEYS HILL HAVEN ADDITION" AN ADDITION TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA. LOT 2 & 3 BLOCK 1 VEYS HILL HAVEN ADDITION AND LOTS 2, 3A, 3B, 4, 5 & 6 BLOCK 2 VEYS HILL HAVEN ADDITION LOCATED IN SECTION 20, T14N, R13E OF 6th P.M., SARPY COUNTY, NEBRASKA. NOT HERETOFORE VACATED, REPEALING ALL ORDINANCES AND ALL PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bellevue, Nebraska, has determined that no damages will accrue to any citizen of the City of Bellevue, nor to any owners of property herein by reason of the proposed vacation.

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

Section 1. It is hereby declared necessary, expedient and proper to vacate all of 37th Street between Marie Street and Veys Street abutting within "Veys Hill Haven Addition" an Addition to the City of Bellevue, Sarpy County, Nebraska. Lot 2 & 3 Block 1 Veys Hill Haven Addition and Lots 2, 3A, 3B, 4, 5 & 6 of Block 2 Veys Hill Haven Addition located in Section 20, T14N, R13E of 6th P.M., Sarpy County, Nebraska. As shown in Exhibit "A", and, be and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers;

and also the right to authorize the public utilities and cable television systems to construct, maintain, repair or renew and operate now or hereafter installed water mains and gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property;

and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including, but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective after its passage, approval and publication according to law.

Section 4. The City retains the rights to all easements.

Passed and approved this _____ day of _____, 20__.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 04/05/2022
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11j.
5/3/2022

COUNCIL MEETING DATE: 04/05/2022		SUBMITTED BY: Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

An ordinance to amend Chapter 28, Article III, Section 28-77 and 28-77.1 of the Bellevue Municipal Code pertaining to offenses, to repeal all previous versions of the same and to provide an effective date.

SYNOPSIS/BACKGROUND:

After review, updates were needed regarding certain costs pertaining to permit and other applicable collectible fees in order to ensure compensation to the City for the work necessary to perform the outlined tasks.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

1. <input type="text" value="Redline"/>	2. <input type="text" value="Clean Copy"/>	3. <input type="text" value="Ord. No. 4094"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4094

AN ORDINANCE TO AMEND CHAPTER 28, ARTICLE III, SECTIONS 28-77 and 28-77.1 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO OFFENSES, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 28-77 and 28-77.1 of Chapter 28, Article III are hereby amended to read as follows:

§ 28-77 CURB AND STREET CUT PERMIT APPLICATION PROCEDURES; INITIAL AND EXTENDED PERMITS; RECOVERY OF COST AND EXPENSE; INSPECTION.

(A) Any person required by this division to obtain a permit shall apply for such permit by making a written application with the public works administrative division. All applications for an initial permit or an extended permit shall describe the extent and character of the work to be done and shall be accompanied by a paving, curb and/or sidewalk cut plan or excavation plan showing the location and dimensions of the proposed cut or excavation and any other information as may be necessary for the enforcement of this Code. The public works administrative division shall keep a record of all paving, curb and sidewalk cuts and excavations in the public right-of-way.

(B) Any initial permit issued by the public works administrative division shall expire at the end of 20-business days after its date of issuance. If a permittee under an initial permit does not satisfactorily complete the work described in the application before the expiration of the initial permit, then in order to complete and/or rectify such work, such permittee shall apply for and receive an extended permit from the public works administrative division. Any extended permit issued by the public works administrative division shall expire at the end of 20 business days after its date of issuance. If, prior to the expiration of an initial permit or extended permit, as the case may be, an applicant does not

- (1) Satisfactorily complete the work described in such permit; or
- (2) Apply for and receive an extended permit or subsequent extended permit for such work, then such applicant, upon the expiration of such permit, shall cease all work referenced in the application; and the city, acting through its public works director, may either:
 - (a) Perform or authorize the performance of the work as described in such application in accordance with sections 28-77.1 and 28-80; or
 - (b) Restore the property as may be reasonably possible to its original condition by backfilling, tamping and replacing any paving and/or seeding any grass which was removed by the applicant.

(C) Whenever the city incurs any cost or expense in performing, ~~or~~ authorizing the performance of work or restoration, ~~permitting, or inspection of said performance,~~ pursuant to this section, the applicant under such permit(s) shall be liable to the city for such cost and/or expense. ~~which shall be calculated in accordance with section 28-77.1(C).~~ The city shall send a written statement to such applicant setting forth the amount of money due to the city for such cost and/or expense and such amount shall be payable to the city within 15 days after the date it is mailed by the city. If not paid within such period, interest shall accrue from and after the date of the statement at a rate of 16 percent per annum or the highest rate allowable by law, whichever is greater. In addition, any applicant deemed liable by the city pursuant to this subsection shall, after the date the city mails such applicant a written statement detailing the city's cost and/or expense, be prohibited from obtaining any other initial or extended permit pursuant to this division, unless and until the city has fully recovered its cost and/or expense, including any accrued interest, which is owed to the city by such applicant. An applicant shall be prevented from obtaining any other initial or extended permit under the foregoing sentence regardless of whether the permit requested by the applicant is for work at the same location as the location the city incurred its cost and/or expense in performing or authorizing the performance of work or restoration on behalf of such applicant under such applicant's prior application.

(D) It shall be the duty of the public works director to inspect or cause an inspection to be made of the place of entry into the paving, curb, sidewalk or public right-of-way area after work has been completed. If, following inspection, the public works department determines in its sole discretion that all work has been performed in a satisfactory manner, then the permittee shall be so notified and shall be relieved of any further obligations of performing work described in the permit.

§ 28-77.1 PAVING, CURB AND SIDEWALK CUT AND PUBLIC RIGHT-OF-WAY EXCAVATION PERMIT APPLICATION FEES; AUTHORITY TO PERFORM CURB WORK; PAVING CUTTING FEES; BARRICADING.

(A) Before any initial permit shall be issued under the provisions of this division, the applicant therefor shall pay an application fee in the amount of \$25.00 for the city's processing and inspection services. Before any extended permit or subsequent extended permit shall be issued under the provisions of this division, the applicant therefor shall pay an application fee in the amount of \$200.00 for the city's processing and inspection services.

(B) If any street cutting, curb grinding, curb removal or public right-of-way excavation work is required to be performed under a permit issued pursuant to this division, then the public works director may authorize such work to be performed by a pre-approved contractor in accordance with sections 28-80 and 28-81. Notwithstanding the foregoing, all curbs shall be ground per ~~Plate No. 310 of the City of Omaha Standard Plate Specifications for public~~ Public works Works construction. No curbs shall be saw cut without permission of the public works director.

(C) Whenever the city performs any paving cuts and/or removal work, in addition to the application fees described above in subsection (A), the applicant shall pay to the city:

(1) The cost for cutting, street backfilling, tamping, and replacing concrete, asphalt, or other hard surface paving, which cost shall be charged at the rate of ~~\$17.50~~ \$35.00 per square foot to a maximum depth of six feet. For each additional foot in depth beyond six feet, a charge of ten percent per foot shall be added. Any cut within four feet of a construction joint shall be removed to the joint. No side of any street cut shall be less than four feet. The city will saw, knock out and remove the pavement. The contractor shall complete his work, backfill one foot above whatever utility he has repaired and remove all excess dirt. The city will then complete the backfill and repour the street. All street cuts performed between November 15 and April 1 of each year shall pay a ten percent winter charge.

(2) Such amounts so paid shall compensate the city for cutting, refilling, tamping, or paving such portion of the pavement. If the actual cost to the city of such cutting, refilling, tamping, or repaving shall exceed the amount paid, the applicant shall pay the city the difference in cost upon demand being made therefor.

(D) All paving cut locations must be barricaded by the applicant prior to the commencement of any cutting. All traffic control devices shall meet the requirements, including but not limited to the location requirements, prescribed in the Manual of Uniform Traffic Control Devices (MUTCD) and whenever a new edition of the MUTCD is published, such new edition shall supercede the old edition for purposes of this section 28-77.1(D). All barricades shall be a minimum of two feet wide, reflectorized and equipped with a flashing light. Curb grinding does not require barricading.

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

ADOPTED by the Mayor and City Council this ____ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

ORDINANCE NO. 4094

AN ORDINANCE TO AMEND CHAPTER 28, ARTICLE III, SECTIONS 28-77 and 28-77.1 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO OFFENSES, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 28-77 and 28-77.1 of Chapter 28, Article III are hereby amended to read as follows:

§ 28-77 CURB AND STREET CUT PERMIT APPLICATION PROCEDURES; INITIAL AND EXTENDED PERMITS; RECOVERY OF COST AND EXPENSE; INSPECTION.

(A) Any person required by this division to obtain a permit shall apply for such permit by making a written application with the public works administrative division. All applications for an initial permit or an extended permit shall describe the extent and character of the work to be done and shall be accompanied by a paving, curb and/or sidewalk cut plan or excavation plan showing the location and dimensions of the proposed cut or excavation and any other information as may be necessary for the enforcement of this Code. The public works administrative division shall keep a record of all paving, curb and sidewalk cuts and excavations in the public right-of-way.

(B) Any initial permit issued by the public works administrative division shall expire at the end of 20-business days after its date of issuance. If a permittee under an initial permit does not satisfactorily complete the work described in the application before the expiration of the initial permit, then in order to complete and/or rectify such work, such permittee shall apply for and receive an extended permit from the public works administrative division. Any extended permit issued by the public works administrative division shall expire at the end of 20 business days after its date of issuance. If, prior to the expiration of an initial permit or extended permit, as the case may be, an applicant does not

(1) Satisfactorily complete the work described in such permit; or

(2) Apply for and receive an extended permit or subsequent extended permit for such work, then such applicant, upon the expiration of such permit, shall cease all work referenced in the application; and the city, acting through its public works director, may either:

(a) Perform or authorize the performance of the work as described in such application in accordance with sections 28-77.1 and 28-80; or

(b) Restore the property as may be reasonably possible to its original condition by backfilling, tamping and replacing any paving and/or seeding any grass which was removed by the applicant.

(C) Whenever the city incurs any cost or expense in performing, authorizing the performance of work or restoration, permitting, or inspection of said performance, pursuant to this section, the applicant under such permit(s) shall be liable to the city for such cost and/or expense. The city shall send a written statement to such applicant setting forth the amount of money due to the city for such cost and/or expense and such amount shall be payable to the city within 15 days after the date it is mailed by the city. If not paid within such period, interest shall accrue from and after the date of the statement at a rate of 16 percent per annum or the highest rate allowable by law, whichever is greater. In addition, any applicant deemed liable by the city pursuant to this subsection shall, after the date the city mails such applicant a written statement detailing the city's cost and/or expense, be prohibited from obtaining any other initial or extended permit pursuant to this division, unless and until the city has fully recovered its cost and/or expense, including any accrued interest, which is owed to the city by such applicant. An applicant shall be prevented from obtaining any other initial or extended permit under the foregoing sentence regardless of whether the permit requested by the applicant is for work at the same location as the location the city incurred its cost and/or expense in performing or authorizing the performance of work or restoration on behalf of such applicant under such applicant's prior application.

(D) It shall be the duty of the public works director to inspect or cause an inspection to be made of the place of entry into the paving, curb, sidewalk or public right-of-way area after work has been completed. If, following inspection, the public works department determines in its sole discretion that all work has been performed in a satisfactory manner, then the permittee shall be so notified and shall be relieved of any further obligations of performing work described in the permit.

§ 28-77.1 PAVING, CURB AND SIDEWALK CUT AND PUBLIC RIGHT-OF-WAY EXCAVATION PERMIT APPLICATION FEES; AUTHORITY TO PERFORM CURB WORK; PAVING CUTTING FEES; BARRICADING.

(A) Before any initial permit shall be issued under the provisions of this division, the applicant therefor shall pay an application fee in the amount of \$25.00 for the city's processing and inspection services. Before any extended permit or subsequent extended permit shall be issued under the provisions of this division, the applicant therefor shall pay an application fee in the amount of \$200.00 for the city's processing and inspection services.

(B) If any street cutting, curb grinding, curb removal or public right-of-way excavation work is required to be performed under a permit issued pursuant to this division, then the public works director may authorize such work to be performed by a pre-approved contractor in accordance with sections 28-80 and 28-81. Notwithstanding the foregoing, all curbs shall be ground per the City of Omaha Standard Specifications for Public Works Construction. No curbs shall be saw cut without permission of the public works director.

(C) Whenever the city performs any paving cuts and/or removal work, in addition to the application fees described above in subsection (A), the applicant shall pay to the city:

(1) The cost for cutting, street backfilling, tamping, and replacing concrete, asphalt, or other hard surface paving, which cost shall be charged at the rate of \$35.00 per square foot to a maximum depth of six feet. For each additional foot in depth beyond six feet, a charge of ten percent per foot shall be added. Any cut within four feet of a construction joint shall be removed to the joint. No side of any street cut shall be less than four feet. The city will saw, knock out and remove the pavement. The contractor shall complete his work, backfill one foot above whatever utility he has repaired and remove all excess dirt. The city will then complete the backfill and repour the street. All street cuts performed between November 15 and April 1 of each year shall pay a ten percent winter charge.

(2) Such amounts so paid shall compensate the city for cutting, refilling, tamping, or paving such portion of the pavement. If the actual cost to the city of such cutting, refilling, tamping, or repaving shall exceed the amount paid, the applicant shall pay the city the difference in cost upon demand being made therefor.

(D) All paving cut locations must be barricaded by the applicant prior to the commencement of any cutting. All traffic control devices shall meet the requirements, including but not limited to the location requirements, prescribed in the Manual of Uniform Traffic Control Devices (MUTCD) and whenever a new edition of the MUTCD is published, such new edition shall supercede the old edition for purposes of this section 28-77.1(D). All barricades shall be a minimum of two feet wide, reflectorized and equipped with a flashing light. Curb grinding does not require barricading.

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

ADOPTED by the Mayor and City Council this ___ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 04/05/2022
Second Reading: _____
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11k.
5/3/2022

COUNCIL MEETING DATE:	SUBMITTED BY: Mike Christensen-Permits & Inspections	Perry Guido-Fire
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Amendment to the Fire section of 903.3.1.2 of the 2021 International Building Code

SYNOPSIS/BACKGROUND:

This code change allows the City of Bellevue to remain equivalent to the State Building Code instead of being more restrictive.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve amendments as amended in the ordinance

ATTACHMENTS:

- Ordinance 4095
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Brykholm

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

AN ORDINANCE TO AMEND SECTION 8-18 OF CHAPTER 8 OF THE BELLEVUE CITY CODE PERTAINING TO THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE; TO REPEAL SECTION 8-18 OF CHAPTER 8 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 8-18 of Chapter 8 of the Bellevue City Code is hereby amended to read as follows:

Sec. 8-18. Amendments and changes to codes adopted in Section 8-17.

(A) The 2021 International Building Code is hereby amended, altered, modified and changed in the following respects:

(1) **Amend Section 202, Definitions, by adding the following definitions:**

ELECTRICAL CODE: The electrical code for this jurisdiction shall be Chapter 10 of the Bellevue City Code.

FIRE CODE: The fire code for this jurisdiction shall be Chapter 12 of the Bellevue City Code and all codes adopted therein.

FUEL GAS CODE: The fuel gas code for this jurisdiction shall be the International Fuel Gas Code.

ICC ELECTRICAL CODE: Wherever reference is made to the ICC Electrical Code it shall mean "Electrical Code". See definition for "Electrical Code".

INTERNATIONAL FIRE CODE: Whenever reference is made to the International Fire Code it shall mean "Fire Code".

INTERNATIONAL MECHANICAL CODE: Whenever reference is made to the International Mechanical Code, it shall mean "Mechanical Code" See definition for "Mechanical code.

INTERNATIONAL PLUMBING CODE: Wherever reference is made to the International Plumbing Code it shall mean "Plumbing Code". See definition for "Plumbing Code".

MECHANICAL CODE: The mechanical code for this jurisdiction shall be Article VII Chapter 27 of the Bellevue City Code.

PLUMBING CODE: The plumbing code for this jurisdiction shall be Article IV Chapter 27 of the Bellevue City Code.

(2) **AMEND Section (F) 903.3.1.2 NFPA 13R sprinkler systems, to read as follows:**

Automatic sprinkler systems in Group R occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be permitted to be installed throughout in accordance with NFPA 13R. ~~with where the Group R occupancy meets all of the following conditions:~~

- ~~1. Four stories or fewer above grade plane.~~
- ~~2. The floor level of the highest story is 30 feet (9144 mm) or less above the lowest level of fire department vehicle access.~~
- ~~3. The floor level of the lowest story is 30 feet (9144 mm) or less below the lowest level of fire department vehicle access.~~

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 shall be measured from ~~grade plane~~ the horizontal assembly creating separate buildings.

(2)(3) **Section 1502.5 Rain water. Add a new section as follow:**

When roofs are sloped to drain over the edge, scuppers or gutters and down spouts, adequately sized, pitched, and supported, shall be installed to conduct rain water to ground level. Rain water shall be discharged at least three (3) feet away from the building foundation in a direction parallel to the adjoining property line when the discharge point is within twenty (20) feet of the adjoining property line.

Exception: Structures with no sub-grade spaces.

(3)(4) **Section 1807.1.4 Permanent Wood Foundation Systems.**

Delete this section in its entirety.

(4)(5) **Section 1809.12 Timber footings.**

Delete this section in its entirety.

(5)(6) **Section 1809.5 Frost protection. Delete this section and the exceptions in their entirety and replace with:**

Except where erected on solid rock or otherwise protected from frost, foundation walls, piers, and other permanent supports of buildings and structures larger than seven hundred fifty (750) square feet in area or ten (10) feet in height shall extend below the established frost line. The established frost line shall be 42 inches below the exterior grade of the structure.

Exceptions:

1. The bottom surface of footings for unattached garages and accessory structures of wood or metal not more than seven hundred fifty (750) square feet in area shall not be less than one (1) foot below grade.
2. The bottom surface of foundations that bear on rock surfaces is not required to be below the established frost line provided the rock does not have seams or cracks or contain disintegrated material that could serve as reservoirs for water which could be subject to freezing.

(7)(8) **Chapter 29, Plumbing Systems. Delete this chapter in its entirety and change to read as follows:**

Plumbing systems shall be installed in accordance with Chapter 27 of the Bellevue City Code.

(B) The 2018 International Energy Conservation Code is hereby amended, altered, modified and changed in the following respects:

(1) **Amend Section R303.3 Maintenance information, by deleting the second and third sentences from this section.**

(2) **Amend Table R402.1.2, by changing climate zone 5 and Marine 4 – Basement Wall R-value to read as follows:**

13

(3) **Section R402.4.1.2 testing:**

Delete this section in its entirety.

(4) **Amend Section R403.3.3 Duct Testing (mandatory), by adding exception 3 to read as follows:**

Exception 3. A duct air-leakage test shall not be required for ducts that are sprayed with closed cell foam.

(5) **Amend Section R403.3.5 Building Cavities (mandatory), by adding an exception as follows:**

Exception: Interior building cavities may be used as ducts or plenums for return air when completely panned and sealed.

(6) **Amend Section R403.5.1.1 Circulation systems to read as follows:**

Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold-water supply pipe. Gravity and thermosiphon circulation systems shall be prohibited. Controls for circulation hot water system pumps shall start the pump based on the identification of a demand for hot water within the occupancy. The controls may automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is no demand for hot water.

(7) **Amend Section R403.6 Mechanical ventilation (Mandatory), to read as follows:**

When buildings and dwelling units are provided with mechanical ventilation it shall meet the requirements of Section M1505 of the International Residential Code or with other approved means of ventilation. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

(8) **Delete Section R403.8 Systems serving multiple dwelling units in its entirety.**

Section 2. That Section 8-18 of Chapter 8 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2022.

Mayor

Attest:

City Clerk

First Reading 04/05/2022

Second Reading _____

Third reading _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

111.
5/3/2022

COUNCIL MEETING DATE:	SUBMITTED BY: Perry Guido-Fire		Mike Christensen-Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Amendment to section 903.3.1.2 of the 2021 International Fire Code

SYNOPSIS/BACKGROUND:
This code change allows the City of Bellevue to remain equivalent to the State Building Code instead of being more restrictive.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:


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


ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

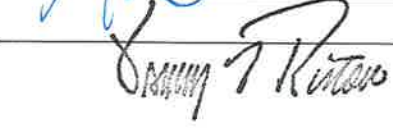
RECOMMENDATION:
Approve amendments as amended in the ordinance

- ATTACHMENTS:
- Ordinance 24960
 -
 -
 -
 -
 -

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

*REVISED 10/2019

AN ORDINANCE TO AMEND SECTION 12-36.1 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE BELLEVUE FIRE PREVENTION CODE; TO REPEAL SECTION 12-36.1 OF CHAPTER 12 THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 12-36.1 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 12-36.1 Amendments and changes to code adopted in Sec 12-36 adoption of International Fire Code.

(A) The International Fire Code, 2021 Edition, is amended and changed in the following respects:

- (1) **Amend Section 308.1.4 Open flame cooking devices.** By deleting exception 2 and by changing exception 3 to read as follows:

Exceptions:

2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds.

- (2) **Amend Section 503.2.1 Dimensions.** Change “20 feet” to “24 feet”.

- (3) **Delete Section 503.2.7 Grade,** and substitute the following language:

“The grade of the fire apparatus access road shall be a maximum of 10%”

- (4) **Delete Section 507.5.3 (1)** and substitute the following language:

Private fire hydrants (all types) shall be certified, inspected, flow tested, and maintained by the Metropolitan Utilities District.

- (5) **Section 609.1 General.** Insert “and NFPA 96”

- (6) **Section 903.2.8 Group R.** Add Exception to read as follows.

Exception: Sprinkler systems are not required in R-3 One- and two-family dwellings, or Townhouses that are separated into separate buildings by a common two (2) hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263. Such walls shall not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical, cable and telephone installations are permitted, but shall be installed in accordance with the adopted electrical code in Chapter 10 of the Bellevue City Code. Penetrations of electrical boxes shall be in accordance with Section R302.4 2012 IRC.

- (7) **AMEND Section 903.3.1.2 NFPA 13R sprinkler systems, to read as follows:**

Automatic sprinkler systems in Group R occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be permitted to be installed throughout in accordance with NFPA 13R. ~~with where the Group R occupancy meets all of the following conditions:~~

- ~~1. Four stories or fewer above grade plane.~~
- ~~2. The floor level of the highest story is 30 feet (9144 mm) or less above the lowest level of fire department vehicle access.~~
- ~~3. The floor level of the lowest story is 30 feet (9144 mm) or less below~~
- ~~4. the lowest level of fire department vehicle access.~~

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the International Building Code shall be measured from ~~grade plane~~ the horizontal assembly creating separate buildings.

(7)(8) Amend Section 3405.1 Individual piles. Add new first sentence, “These regulations shall apply to outdoor storage of tires where fifty (50) or more tires are stored”. Change “5,000 square feet (464.5 M2)” to “2,500 square feet (232.3 M2)” and change “50,000 cubic feet (1416 M3)” to “25,000 cubic feet (707.92 M3)”. Add, “A maximum of two tire piles may be established on a single site”.

~~(8)(9) Delete Section 3405.6~~

(9)(10) Add Section 3405.8 Bond. Add as a new Section to read as follows:

Bond. As a condition of the issuance or continuation of any permit authorizing the outdoor storage of tires, the applicant or permittee shall file with the city clerk a bond in favor of the City, with good and sufficient surety, in the amount of \$20,000. This bond shall be conditioned that the applicant or permittee, as principal, shall faithfully perform all of the requirements imposed upon the outdoor tire storage operation by federal, state, and local law; and shall perform such cleanup, moving or removal of tires as is required by federal, state or local law. This section shall apply immediately to all applications or renewal requests submitted after the effective date of this Section.

Holders of permits as of the effective date of this Section shall file the required bond within 90 days of the effective date of this Section.

Once every two (2) years after the effective date of this Section, the City shall inspect all sites licensed under this Section. If such an inspection finds that the fair and reasonable cost to lawfully remove and dispose of all tires stored on the site exceeds \$20,000, then the amount of the required bond for that site shall be immediately increased to equal that cost. In such case, the license holder shall be so notified, and shall provide the required bond within thirty (30) days. Nothing in this Section shall be construed to permit the storage of a volume of tires in excess of that which is otherwise allowed by law.

(10)(11) Amend Section 3407.1 Where required. To read as follows:

Where required. A firmly anchored fence or other approved method of security that controls unauthorized access to the storage yard shall surround the storage yard.

(11)(12) Amend Section 3407.2 Construction. Change “6 feet (1829mm) high” to “10 feet (2048mm high)”.

(12)(13) Amend Section 3504.2.1 When required. Change “30 minutes” to “2 hours” and change “extend” to “modify”

(13)(14) Amend Section 5601.1.3 Fireworks.

Delete Exceptions 1 and 2 and renumber 3 and 4.

(14)(15) Amend Appendix D Fire Apparatus Access Roads: Change all 20 feet widths to 24 feet widths.

(B) The following Reference Standards for this Fire Code are amended as follows:

- (1) Change “ICCEC- 21 ICC Electrical Code” to “Electrical Code: The electrical code for this jurisdiction shall be as adopted by Chapter 10 of the Bellevue Municipal Code and all codes adopted therein”
- (2) Change “IBC- 21 International Building Code” to Building Code: The building code for the jurisdiction shall be as adopted by Chapter 8 of the Bellevue Municipal Code and all codes adopted therein”.
- (3) Delete “IEBC- 21 International Existing Building Code”.
- (4) Change “IFGC- 21 International Fuel Gas Code” to “Fuel Gas Code: The fuel gas code for this jurisdiction shall be as adopted in Chapter 27 to the Bellevue Municipal Code”.
- (5) Change “IMC- 21 International Mechanical Code” to “Mechanical Code: The mechanical code for this jurisdiction shall be as adopted by Chapter 27 of the Bellevue Municipal Code”.
- (6) Change “IPC- 21 International Plumbing Code” to “Plumbing Code: The plumbing code for this jurisdiction shall be as adopted by Chapter 27 of the Bellevue Municipal Code”.
- (7) Change “IRC- 21 International Residential Code” to “International Residential Code: The International Residential Code shall be as adopted by Chapter 8 of the Bellevue Municipal Code”.
- (8) Delete. “IUWIC-21 International Urban-Wildlife Interface Code”.

Section 2. That Section 12-36.1 of Chapter 12 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2022.

Mayor

Attest:

City Clerk

First Reading 04/05/2022

Second Reading _____

Third reading _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
5/3/2022

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

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4098

ATTACHMENTS:

1. Ordinance	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4098

AN ORDINANCE TO REPEAL CHAPTER 14 SECTION 14-6, OF THE BELLEVUE MUNICIPAL CODE REGARDING SLAUGHTERHOUSES, SOAP FACTORIES, FEED LOTS, ETC. AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 14-6 of Chapter 14 of the Bellevue Municipal Code which read as follows is hereby repealed and shall be "reserved" for future use.

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

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

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

ADOPTED by the Mayor and City Council this ___ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
5/3/2022

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

SUBJECT:

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

SYNOPSIS/BACKGROUND:

Julie Williamson, on behalf of MFR Partners, XVI, LLC, is requesting site plan approval for Lots 237A1A1, 237C, 237E, 237F, & 238C, Fontenelle, for the purpose of rebuilding an 11-unit, three-story apartment building. The future building would replace an 11-unit apartment building (Building #24) located on another parcel of the complex near West Martin Drive and Greenbrier Court, destroyed by fire in March 2021. Due to steep hill slopes on the original site of Building #24, the applicant would not meet 5% grade or ADA Egress Guidelines. The new location meets the 5% grade and ADA egress guidelines. A rezoning is not required because the entire development has RS-120-PS zoning which allows for single-family residential, multi-family residential, or recreational permitted uses. The proposed site plan shows the new building will be relocated along West Martin Drive between Tanglewood Court and Country Club Court and in place of the existing vacant sales office.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department has recommended approval of this site plan. The Planning Commission recommended denial.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. [Signature]

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: MFR Partners XVI, LLC

Case #: Z-2202-04

CITY COUNCIL HEARING DATE: May 3, 2022

REQUEST: site plan approval for Lots 237A1A1, 237C, 237D, 237E, 237F, & 238C, Fontenelle, located in the Southwest ¼ of Section 24, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska.

On May 27, 2021, the City of Bellevue Planning Commission voted five yes, two no, one absent and one abstained:

Denial based upon the fact that this building is proposed on a different parcel from the original site where the building was destroyed by fire.

VOTE:

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

Planning Commission Hearing (s) was held on: March 24, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2202-04

FOR HEARING OF:

REPORT #1: March 24, 2022

REPORT #2: May 3, 2022

I. GENERAL INFORMATION

A. APPLICANT:

MFR Partners XVI, LLC
Attn: Julie Williamson/Michelle Hardy
856 Lake Street East
Wayzata, MN 55391

B. PROPERTY OWNER:

MFR Partners XVI LLC
Attn: Julie Williamson/Michelle Hardy
856 Lake Street East
Wayzata, MN 55391

C. GENERAL LOCATION:

Country Club Court and West Martin Drive

D. LEGAL DESCRIPTION:

Lots 237A1A1, 237C, 237D, 237E, 237F, & 238C, Fontenelle, located in the Southwest ¼ of Section 24, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Site Plan Approval for Lots 237A1A1, 237C, 237D, 237E, 237F, & 238C, Fontenelle.

F. EXISTING ZONING AND LAND USE:

RS-120-PS, Multi-Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain site plan approval for the purpose of rebuilding an 11-unit apartment building.

H. SIZE OF SITE:

The site is approximately 18.9 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed as a multi-family residential development.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RS-120-PS and RE
- 2. **East:** Single Family Residential, RS-120-PS/across West Martin Drive
- 3. **South:** Single Family Residential, RS-120-PS and RE
- 4. **West:** Single Family Residential, RS-120 and RS-72-PS

C. REVELANT CASE HISTORY:

On March 24, 2022, the Planning Commission recommended denial of a site plan for Lots 237A1A1, 237C, 237D, 237D, 237F, & 238C, Fontenelle, for the purpose of rebuilding an 11-unit apartment building.

D. APPLICABLE REGULATIONS:

- 1. Section 5.08, Zoning Ordinance, regarding RS-120 uses and requirements.
- 2. Section 5.17, Zoning Ordinance, regarding PS uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. The proposed development will have access from Tanglewood Court and Country Club Court connecting to West Martin Drive. There will be no direct access to West Martin Drive.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Julie Williamson, on behalf of MFR Partners XVI, LLC, has submitted a request for site plan approval for Lots 237A1A1, 237C, 237D, 237E, 237F, & 238C, Fontenelle, for the purpose of rebuilding an 11-unit apartment building.
2. The proposal consists of 11 units in a three-story apartment building. The proposed building would replace an 11-unit apartment building (Building #24) located on the other parcel of the apartment complex near West Martin and Greenbrier Court, destroyed by fire in March 2021.
3. The April 20, 1967 ordinance which approved the entire 174 (+/-) acre Fontenelle Hills development, allowed for this multi-family residential development in an RS-120 zoning district. The entire development has the same zoning density with provisions on specific parcels to allow for single-family residential, multi-family residential, or recreational permitted uses within the RS-120-PS zoning. As such, the applicant will not need to request a change of zone since it is allowed by the original ordinance. The -PS overlay does require site plan approval.

A copy of the 1968 approved site plan for this parcel is attached. Unfortunately it is difficult to read; however, this is the only copy the Planning Department has on file.

4. The proposed site plan shows the new building will be relocated along West Martin Drive between Tanglewood Court and Country Club Court and in place of the existing vacant sales office. Due to steep hill slopes on the original site of Building #24, the applicant would not meet 5% grade or ADA Egress Guidelines. This new location meets the 5% grade and ADA egress guidelines.
5. Tanglewood Court and Country Club Court are private streets maintained by the apartment complex. There is an existing ingress-egress easement recorded for these streets.

6. The site plan shows twenty-two total parking stalls. Two of the twenty-two are ADA accessible. The ordinance requires a minimum of twenty-two parking stalls.

7. 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, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, had technical comments pertaining to the site plan. The applicant's engineer has addressed Mr. Knight's concerns.

No other comments were received on this case.

8. The applicant has submitted a landscape plan with this application. In addition to trees adjacent to the building, the applicant is proposing a 150' long boxwood hedge along the east side of the parking area to minimize the impact to adjacent single family residential housing across Martin Drive.

9. The applicant is currently represented by Mark LaPuzza, Partnering Hogan Ernst & Bachmann LLP. Mr. LaPuzza reports the applicant has initiated a neighborhood meeting scheduled for April 27, 2022.

10. The Future Land Use Map of the Comprehensive Plan designates this property as multi-family residential.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

DENIAL based upon the fact that this building is proposed on a different parcel from the original site where the building was destroyed by fire.

VI. ATTACHMENTS TO REPORT

1. Zoning/Vicinity Map
2. 2020 GIS aerial photo of the property
3. Original multi family site plan dated 1968
4. Site plan received March 16, 2022
5. Landscape plan received March 16, 2022

6. Alta survey received February 18, 2022
7. Rendering received March 16, 2022
8. Proposed floor plans received March 16, 2022
9. Proposed elevations received March 16, 2022
10. Email from Marty Giff dated March 21, 2022
11. Email from Bruce Stohlman dated March 22, 2022
12. Email from Clara Sue and Gordon Arnsdorff dated March 23, 2022
13. Email from David and Lois Balsillie dated April 21, 2022

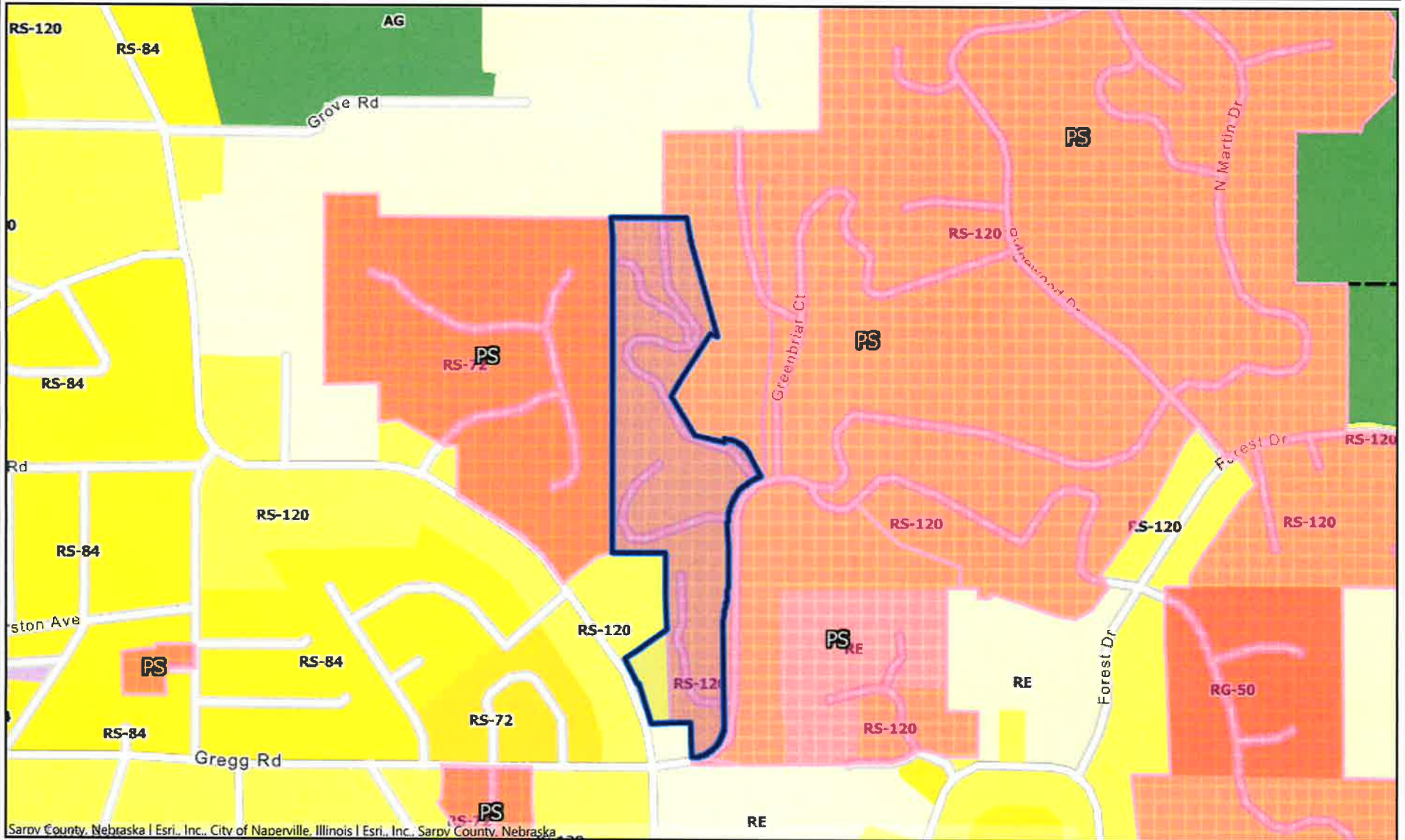
VII. COPIES OF REPORT TO:

1. MFR Partners XVI, LLC, Julie Williamson/Michelle Hardy
2. Atlas Engineering, Thomas Jizba
3. Mark LaPuzza
4. Public Upon Request


Assistant Planning Manager


Planning Manager


Date of Report

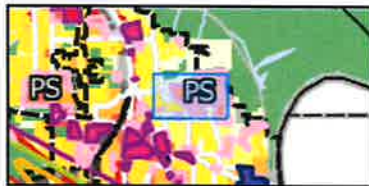


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



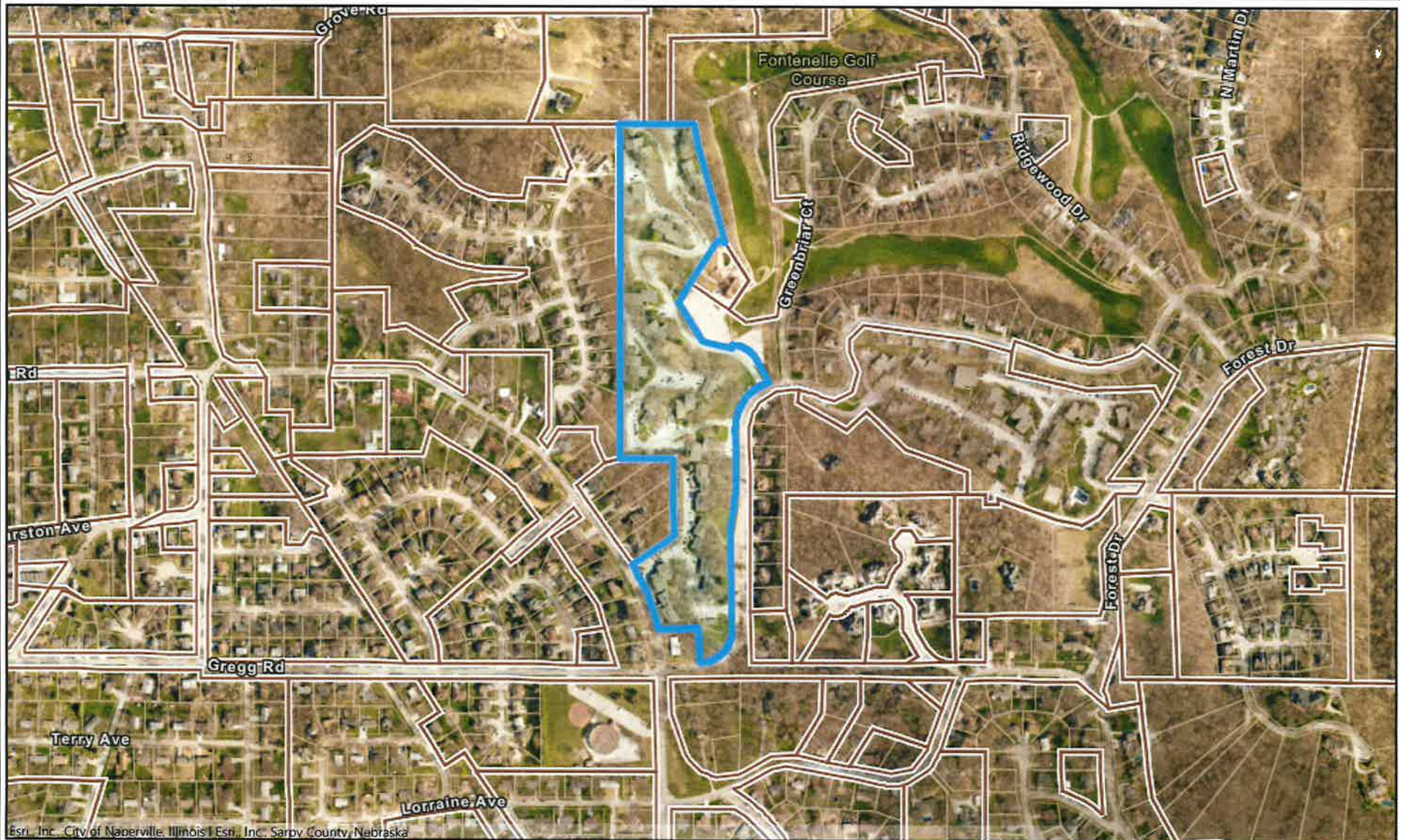
Map Scale 1: 9028

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

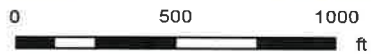


Notes





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



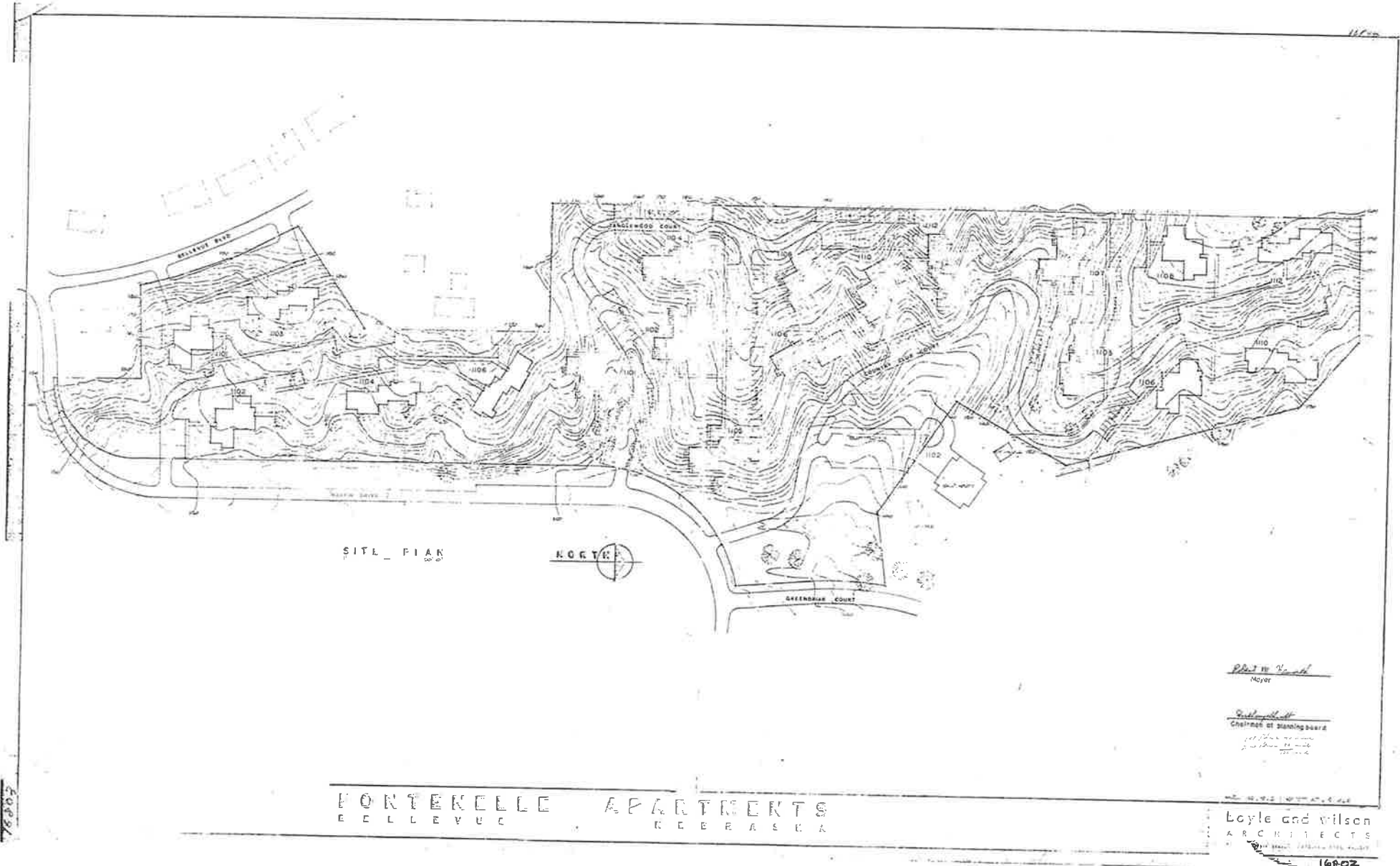
Map Scale 1: 9028

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Notes





MONTKELE APARTMENTS
 BELLEVUE NEBRASKA

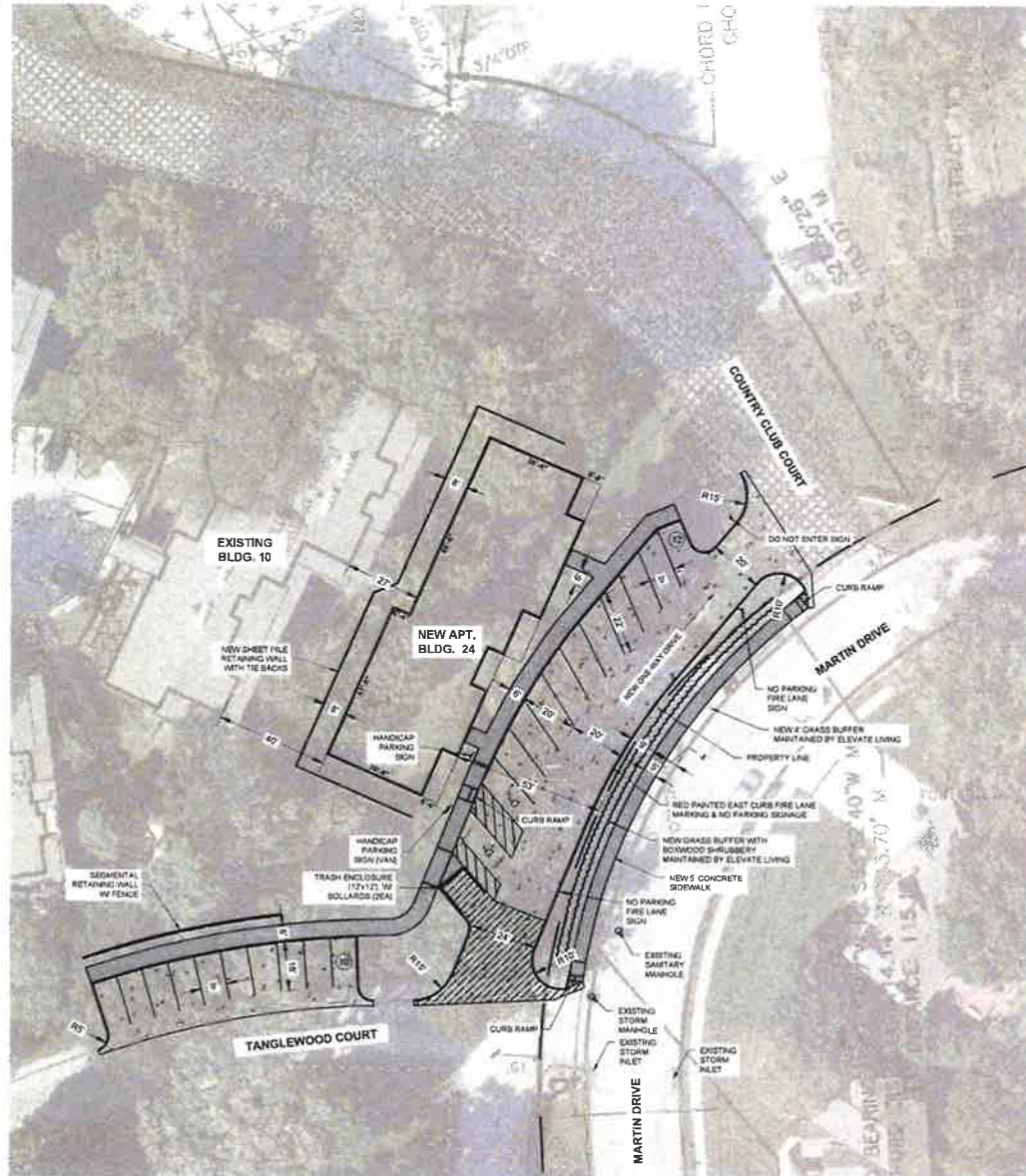
P.D.W. Young
 11/10/67

Chalmers
 Checked at planning board
 11/15/67
 11/16/67
 11/17/67

Loyle and Wilson
 ARCHITECTS

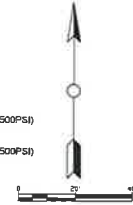
16802

5089



SITE LAYOUT LEGEND

- PROPOSED 7' CONCRETE (NDOT 478-3500PSI)
- PROPOSED 5' CONCRETE W/ 4' AGG. SUBGRADE ATOP GEOGRID (NDOT 478-3500PSI)
- PROPOSED 9' CONCRETE W/ 4' AGG. SUBGRADE ATOP GEOGRID (NDOT 478-3500PSI)
- PROPOSED 5' CONCRETE WALK (NDOT 478-3500PSI)
- CONCRETE INTEGRAL CURB



PAVING NOTES:

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. PAVEMENT SUBGRADE TO A DEPTH OF 12 INCHES AND A WIDTH OF 2 FEET OUTSIDE PAVEMENT EDGES SHALL BE COMPACTED AS SPECIFIED IN THE COMPACTON REQUIREMENTS TABLE ON GEOTECHNICAL REPORT.
3. THE CONTRACTOR SHALL CONTACT THE GEOTECHNICAL ENGINEER TO OBSERVE THE SUBGRADE PRIOR TO PAVEMENT PLACEMENT TO DELINEATE ANY AREAS WHERE SUBGRADE OVEREXCAVATION MAY BE REQUIRED.
4. SUBGRADE SHALL BE MOIST PRIOR TO THE POURING OF CONCRETE.
5. AT THE LOCATION OF WHEELCHAIR RAMPS, CONTRACTOR SHALL DROP THE CURB IN ACCORDANCE WITH CITY OF OMAHA STANDARD PLATE 504-01.
6. THE CONTRACTOR IS REFERENCED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES:
 - 501-01 CONCRETE PAVEMENT JOINTS
 - 502-01 CONCRETE CURBS
 - 605-01 SEGMENTED RETAINING WALL (NOTE: GEOGRID REINFORCEMENT TO BE INSTALLED EVERY OTHER BLOCK COURSE)
 - 803-01 POB-ST-AHNS
7. CONCRETE MIX SHALL BE TYPE 478 TRADITIONAL MIX PER NDOT STANDARD SPECIFICATIONS. CEMENT SHALL BE TYPE 1FF. CONCRETE MIX DESIGN SHALL HAVE A MINIMUM OF 30% TYPE 6 AGGREGATE AND AIR CONTENT SHALL BE BETWEEN 5% AND 8%. MAX WATER/CEMENT RATIO SHALL BE 0.45. ALL CONCRETE PAVEMENT SHALL HAVE MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI WHEN TESTED IN ACCORDANCE WITH ASTM C671 AT 28 DAYS. CONTRACTOR SHALL HAVE FIELD TESTS CONDUCTED AND 3 CONCRETE CYLINDERS COLLECTED BY A QUALIFIED TESTING LAB FOR EVERY 100 CUBIC YARDS OR FOR EACH DAY'S POUR, UNLESS APPROVED OTHERWISE BY OWNER. CONTRACTOR SHALL PROVIDE CONCRETE FIELD AND COMPRESSIVE TEST RESULTS TO THE OWNER.
8. CURBS SHALL BE TYPE A IN ACCORDANCE WITH CITY OF OMAHA STANDARD PLATE 502-01 UNLESS OTHERWISE NOTED.
9. CONCRETE PAVEMENT SHALL BE CURED USING A LIQUID MEMBRANE FORMING COMPOUND AT THE CONCENTRATIONS AND APPLICATION RATES RECOMMENDED BY THE MANUFACTURER.
10. WATER REDUCING ADMIXTURE SHALL BE ADDED TO ALL HAND PLACED AND FINISHED CONCRETE.
11. ALL CONCRETE SHALL BE FINISHED WITH A WET BURLAP OR CANVAS DRAG.
12. CONCRETE PAVEMENT JOINTS SHALL NOT EXCEED 12' 0". ALL PANELS SHOULD BE SQUARE OR NEARLY SO. THE LENGTH OF THE PANEL SHALL NOT EXCEED 1.5 TIMES THE WIDTH.
13. WHERE APPLICABLE, JOINTS SHALL MATCH EXISTING JOINT PATTERN.
14. ALL JOINTS SHALL BE SAWCUT AND SEALED WITH HOT POUR SEALANT TO WITHIN 1/4" OF CONCRETE SURFACE.
15. CONTRACTOR TO PLACE 2" EXPANSION MATERIAL WHERE CONCRETE ABUTS BUILDING.
16. THE BARS SHALL BE UTILIZED AT ALL LOCATIONS WHERE PROPOSED CONCRETE IS TYING INTO EXISTING CONCRETE. THE BARS SHALL BE #5 AT 18" IN LENGTH AND PLACED AT 3/4" C TO MID DEPTH OF THE SLAB.
17. ALL REBAR SHALL BE EPOXY COATED.
18. 1" EXPANSION JOINT SHALL BE INSTALLED WHERE DRIVEWAYS AND/OR SIDEWALKS ABUT, AND SEALED WITH HOT POUR SEALANT.

PAVEMENT MARKING NOTES:

1. PAVEMENT MARKINGS SHALL BE 4" WHITE PERMANENT PAVEMENT MARKING PAINT. APPLY PER MANUFACTURERS RECOMMENDATIONS.
2. PERMANENT PAVEMENT MARKING PAINT SHALL BE IN ACCORDANCE WITH CITY OF OMAHA STD. SPECIFICATION SECTION 505.02(A) OR APPROVED EQUIVALENT.
3. HANDICAP MARKINGS SHALL BE PER MUTCD STANDARDS.

SIDEWALK NOTES:

1. SIDEWALK SUBGRADE TO A DEPTH OF 6 INCHES AND TO A WIDTH OF 6 INCHES OUTSIDE OF THE SIDEWALK EDGES SHALL BE COMPACTED AS SPECIFIED IN THE COMPACTON REQUIREMENTS TABLE OR THE GEOTECHNICAL REPORT.
2. THE CONTRACTOR IS REFERRED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES:
 - 502-01 SIDEWALK
 - 503-01 CONCRETE CURB RAMP
3. ALL SIDEWALKS SHALL BE CONSTRUCTED WITH 1.5% MAX CROSS SLOPE AND 4.5% MAX RUNNING SLOPE, UNLESS PARALLELING AND WATCHING EXISTING STREET GRADE.
4. SIDEWALK JOINT SHALL BE SQUARE NO LARGER THAN 7'X7' PANELS.
5. CONCRETE PAVEMENT SHALL BE CURED USING A LIQUID MEMBRANE FORMING COMPOUND AT THE CONCENTRATIONS AND APPLICATION RATES RECOMMENDED BY THE MANUFACTURER.
6. WATER REDUCING ADMIXTURE SHALL BE ADDED TO ALL HAND PLACED AND FINISHED CONCRETE.
7. WHERE SHOWN ON PLANS CURB RAMPS SHALL INCLUDE CAST IRON REPLACEABLE DETECTABLE WARNING PANELS (TRUNCATED CONES) WHICH COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. APPROVED TYPES ARE:
 - IRON CONE BY ADA SOLUTIONS INC.
 - DETECTABLE WARNING PLATE 4984 BY DESTER FOUNDRY INC.
 - DURALAST DETECTABLE WARNING PLATE BY EAST JORDAN IRON WORKS
 - TURFITE CAST IRON TILES BY TURFITE INC.
 - ADVANTAGE TACTILE CAST IRON DETECTABLE WARNINGS
8. DETECTABLE WARNING PANELS SHALL BE BRICK COLOR OR APPROVED EQUAL.
9. SIDEWALK AROUND EXISTING SANITARY MANHOLE SHALL BE THICKENED TO 8" AND REINFORCED WITH AN EPOXY COATED REBAR. SEE DETAIL 1 ON SHEET C100.

Date of Notes

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF OMAHA STANDARD SPECIFICATIONS, LATEST EDITION UNLESS NOTED OTHERWISE ON PLAN.
2. MECHANICAL, ELECTRICAL AND ARCHITECTURAL ELEMENTS SHOWN ON THE CIVIL PLANS ARE FOR INFORMATION ONLY. REFER TO THE APPROPRIATE DISCIPLINE DRAWINGS FOR DETAILS ON THESE ITEMS.
3. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE HAULLED OFF-SITE AND DISPOSED OF PROPERLY AT THE CONTRACTORS EXPENSE.
4. THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES AND COSTS REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES AND INVERTS PRIOR TO ANY CONSTRUCTION AND IF OTHER VARY SIGNIFICANTLY FROM THOSE SHOWN, CONTACT THE ENGINEER IMMEDIATELY.
6. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR ANY RELOCATION OF EXISTING UTILITIES.
7. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A CONSTRUCTION RECORD SET OF DIMENSIONS SHOWING TIES AND DEPTHS OF OF STUBOUTS, BENCH, AND FITTINGS.

REMOVAL NOTES:

1. NO TREES SHALL BE REMOVED WITHOUT APPROVAL OF THE ENGINEER. TREES SHALL BE REMOVED ONLY WHERE THEY INTERFERE WITH CONSTRUCTION OF THE PROJECT.
2. CONTRACTOR IS RESPONSIBLE FOR LAWFUL REMOVAL & DISPOSAL OF ALL ITEMS.
3. CONTRACTOR SHALL FIELD VERIFY EXISTING WATER AND SANITARY SERVICE LOCATIONS.

No.	Revision/Issue	Date

Project Name: 24-0000000

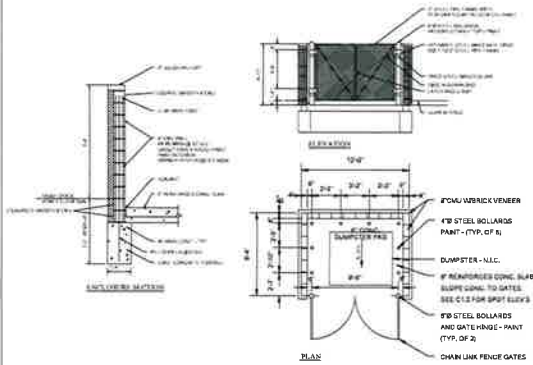
REPLACEMENT APARTMENT BUILDING 24
FONTENELLE HILLS
BELLEVUE, NEBRASKA
ELEVATE LIVING MGMT., LLC

NEW SITE PLAN	C100
Date: 3/16/2022	Scale: 1" = 20'

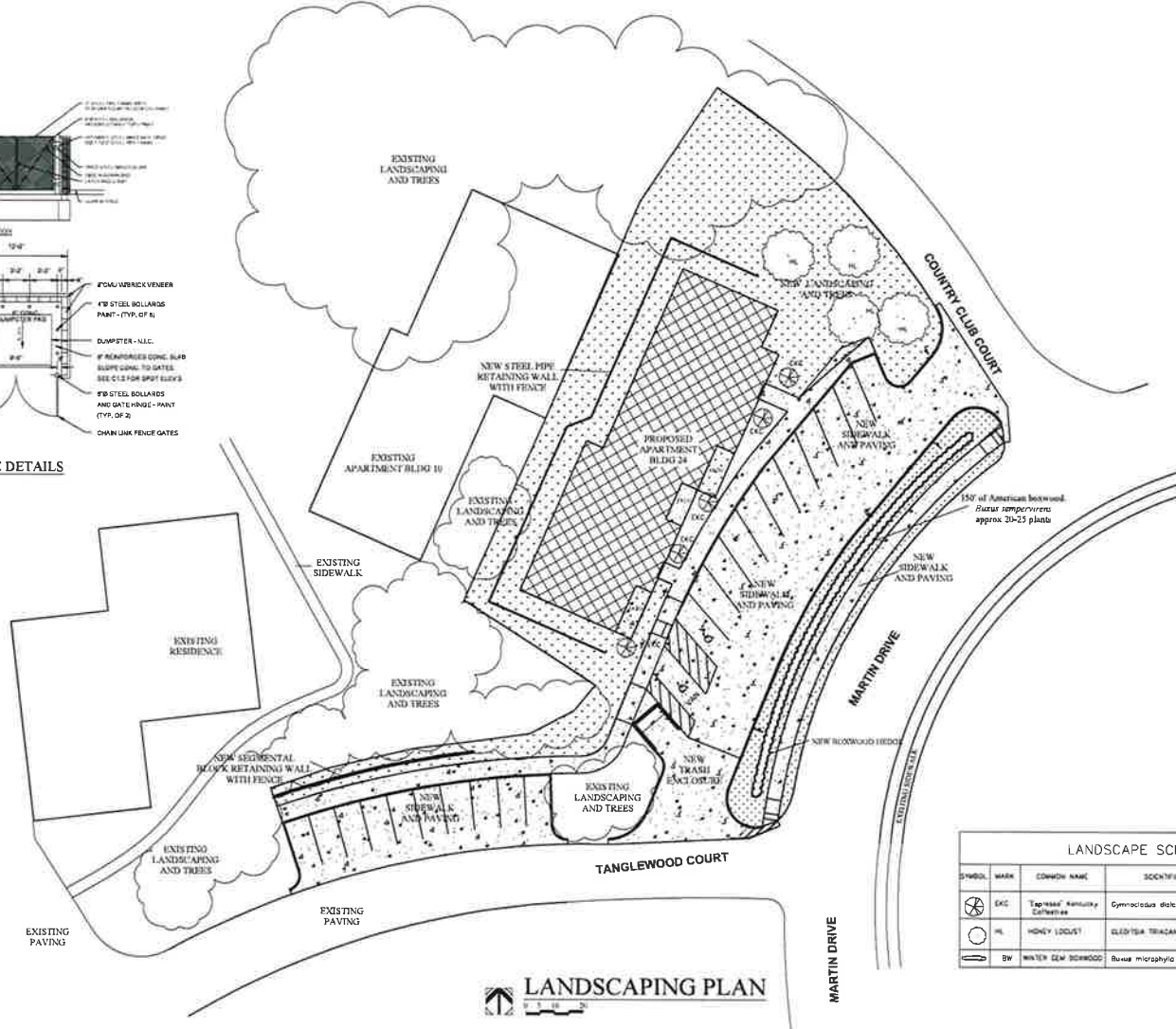
RECEIVED

MAR 16 2022

PLANNING DEPT.



TRASH ENCLOSURE DETAILS
NOT TO SCALE



LANDSCAPING PLAN

SYMBOL	MARK	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARK
	EXC	Topsoil / Kentucky Coffeetee	<i>Gymnocladia dioica</i> <i>Coffea</i>	1 1/2" CAL.	BA8
	HL	HONEY LOCUST	<i>GLEDITSIA TRIACANTHOS</i>	2" - 3" CAL.	BA8
	BW	WATER GEM BOXWOOD	<i>Buxus microphylla</i> var. <i> japonica</i>	3 GAL. CONT.	

REPLACEMENT APARTMENT BUILDING 24
FONTENELLE HILLS
BELLEVUE, NEBRASKA



MARK SANFORD GROUP

MARK SANFORD GROUP
3000 N. QUARTER
LINCOLN, NE 68516
PHONE: 402.399.8442

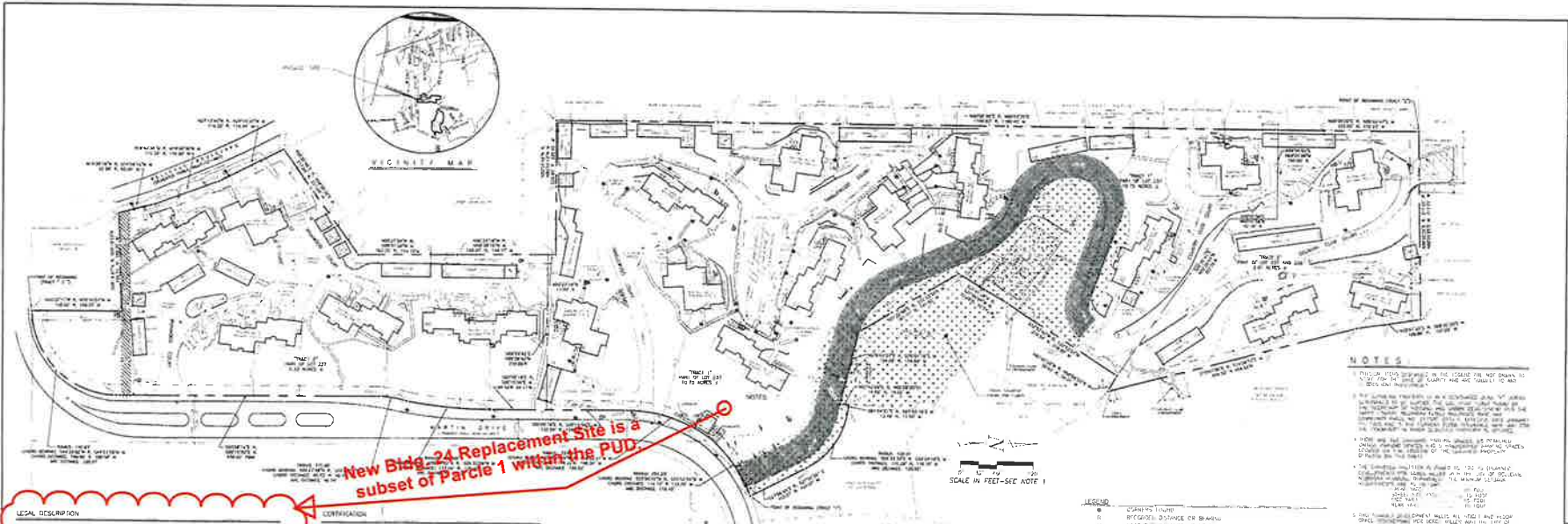
PROJECT: REPLACEMENT APARTMENT BUILDING AT FONTENELLE HILLS BELLEVUE NEBRASKA

DATE: 3/16/22

SCALE: NOTED

TITLE: LANDSCAPING PLAN

SHEET: **A0**



New Bldg 24 Replacement Site is a subset of Parcel 1 within the PUD

LEGAL DESCRIPTION

PARCEL 1: A TRACT OF LAND LOCATED IN PART OF LOT 237, IN FONTENELLE, AN ADDITION TO THE CITY OF BELLEVUE, AS SURVEYED, PLATTED AND RECORDED, IN SARPY COUNTY, NEBRASKA, AND PART OF THE VACATED PORTION OF MARTIN DRIVE ADJACENT THERETO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 44.49 FEET WEST OF THE EASTERLY MOST CORNER OF LOT 237 AND ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MARTIN DRIVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 257.23 FEET, AN ARC LENGTH OF 115.10 FEET, AND A LONG CHORD BEARING SOUTH 55°56'07" WEST, FOR 114.14 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 227.01 FEET, AN ARC LENGTH OF 150.99 FEET, AND A LONG CHORD BEARING SOUTH 18°54'55" WEST, FOR 148.22 FEET; THENCE SOUTH 00°08'19" EAST, 133.04 FEET; THENCE NORTH 89°59'42" WEST, 259.86 FEET, TO THE WESTERLY LINE OF LOT 237; THENCE ALONG SAID WESTERLY LINE ON THE FOLLOWING THREE DESCRIBED COURSES: (1) NORTH 00°23'18" WEST, 13.00 FEET; (2) THENCE NORTH 89°59'42" WEST, 226.95 FEET; (3) THENCE NORTH 00°06'00" EAST, 1,190.63 FEET; THENCE SOUTH 89°54'00" EAST, 150.00 FEET; THENCE SOUTH 00°05'58" EAST, 80.00 FEET; THENCE SOUTH 55°35'41" EAST, 323.26 FEET; THENCE SOUTH 32°52'42" WEST, 219.04 FEET; THENCE SOUTH 31°41'28" WEST, 93.46 FEET; THENCE SOUTH 31°32'48" EAST, 191.71 FEET; THENCE SOUTH 76°02'07" EAST, 124.68 FEET; THENCE NORTH 02°42'09" EAST, 14.05 FEET; THENCE SOUTH 81°04'21" EAST, 13.49 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 130.01 FEET, AN ARC LENGTH OF 120.55 FEET, AND A LONG CHORD BEARING SOUTH 54°30'33" EAST, FOR 116.28 FEET; THENCE SOUTH 27°56'45" EAST, 103.07 FEET, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

PARCEL 1: A TRACT OF LAND LOCATED IN PART OF LOT 237, IN FONTENELLE, AN ADDITION TO THE CITY OF BELLEVUE, AS SURVEYED, PLATTED AND RECORDED, IN SARPY COUNTY, NEBRASKA, AND PART OF THE VACATED PORTION OF MARTIN DRIVE ADJACENT THERETO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BUILDING INFORMATION

NO.	DESCRIPTION	DATE	BY
1	CONTRACT		
2	PERMITS		
3	AS-BUILT		
4	REVISIONS		
5	...		

- LEGEND**
- CENTER POINT
 - REFERENCE POINT OR BENCHMARK
 - MARKED DISTANCE OR BEARING
 - CENTER OF CURVE
 - POINT OF BEGINNING
 - POINT OF ENDING
 - POINT OF TANGENCY
 - POINT OF INTERSECTION
 - POINT OF CURVATURE
 - POINT OF SIGHT
 - POINT OF VIEW
 - POINT OF OBSERVATION
 - POINT OF MEASUREMENT
 - POINT OF CORRECTION
 - POINT OF ADJUSTMENT
 - POINT OF REVISION
 - POINT OF CHANGE
 - POINT OF ERROR
 - POINT OF MISTAKE
 - POINT OF DEFECT
 - POINT OF WEAKNESS
 - POINT OF STRENGTH
 - POINT OF VULNERABILITY
 - POINT OF RESILIENCE
 - POINT OF ADAPTABILITY
 - POINT OF TRANSFORMABILITY
 - POINT OF INNOVATION
 - POINT OF CREATIVITY
 - POINT OF IMAGINATION
 - POINT OF INSPIRATION
 - POINT OF MOTIVATION
 - POINT OF ENTHUSIASM
 - POINT OF COMMITMENT
 - POINT OF ACTION
 - POINT OF RESULTS
 - POINT OF SUCCESS
 - POINT OF FAILURE
 - POINT OF DEFEAT
 - POINT OF DESTRUCTION
 - POINT OF REDEMPTION
 - POINT OF HOPE
 - POINT OF FAITH
 - POINT OF LOVE
 - POINT OF PEACE
 - POINT OF KINDNESS
 - POINT OF MERCY
 - POINT OF GRACE
 - POINT OF GLORY
 - POINT OF HONOR
 - POINT OF RESPECT
 - POINT OF DIGNITY
 - POINT OF INTEGRITY
 - POINT OF HONESTY
 - POINT OF SINCERITY
 - POINT OF GENUINITY
 - POINT OF AUTHENTICITY
 - POINT OF REALITY
 - POINT OF TRUTH
 - POINT OF JUSTICE
 - POINT OF EQUITY
 - POINT OF FAIRNESS
 - POINT OF BALANCE
 - POINT OF HARMONY
 - POINT OF UNITY
 - POINT OF COHESION
 - POINT OF SYNERGY
 - POINT OF TEAMWORK
 - POINT OF COLLABORATION
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 - POINT OF ALLIANCE
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 - POINT OF ASSISTANCE
 - POINT OF SUPPORT
 - POINT OF ENCOURAGEMENT

- NOTES**
1. THIS PLAN IS PREPARED BY THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT AND IS SUBJECT TO THE PROFESSIONAL SEAL AND SIGNATURE OF THE ENGINEER AND ARCHITECT.
 2. THE ENGINEER AND ARCHITECT ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE CONSEQUENCES OF ANY MISUSE OF THIS PLAN.
 3. THE ENGINEER AND ARCHITECT HAVE CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAVE FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE AS-BUILT CONDITIONS AND THE INFORMATION PROVIDED BY THE CLIENT.
 4. THE ENGINEER AND ARCHITECT HAVE ASSUMED THAT THE INFORMATION PROVIDED BY THE CLIENT IS CORRECT AND COMPLETE.
 5. THE ENGINEER AND ARCHITECT HAVE ASSUMED THAT THE SITE IS FREE OF ALL ENCUMBRANCES AND THAT ALL NECESSARY PERMITS HAVE BEEN OBTAINED.
 6. THE ENGINEER AND ARCHITECT HAVE ASSUMED THAT THE SITE IS FREE OF ALL CONTAMINATION AND THAT ALL NECESSARY REMEDIATION HAS BEEN COMPLETED.
 7. THE ENGINEER AND ARCHITECT HAVE ASSUMED THAT THE SITE IS FREE OF ALL HAZARDOUS MATERIALS AND THAT ALL NECESSARY REMEDIATION HAS BEEN COMPLETED.
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ALTA/ASCM LAND TITLE SURVEY

2 THOMPSON, DRESSEN & DORNER, INC.
 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68164
 TEL: (402)330-6600 FAX: (402)330-6604
 EMAIL: TDMAIL@TDCO.COM WEB: WWW.TDCO.COM

DATE: MARCH 2, 2021
 SHEET: 1 OF 2
 SCALE: AS SHOWN
 DRAWN BY: JLD
 CHECKED BY: JLD
 PROJECT: ALTA/ASCM LAND TITLE SURVEY

200-334-131

RECEIVED
 FEB 18 2022
 PLANNING DEPT.

RECEIVED
MAR 16 2022
PLANNING DEPT.



*** 3/16/2022 Submittal Note: The placement of the New Boxwood Hedge and 5-ft. wide Sidewalk Paving does not allow for the planting of New Trees between the New Driveway and Martin Drive. The Rendering will be updated with the Building Permit Submittal.

REPLACEMENT APARTMENT BUILDING 24
FONTENELLE HILLS
BELLEVUE, NEBRASKA



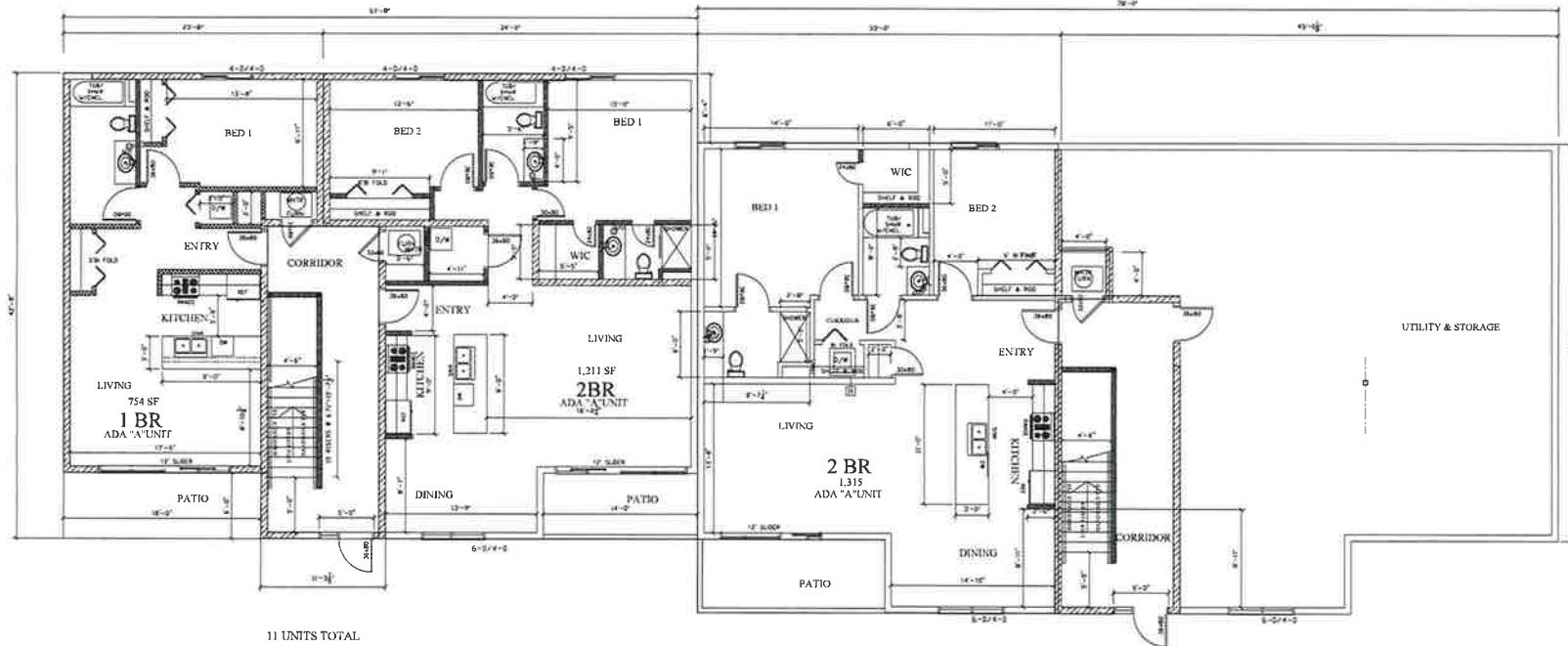
MARK SANFORD GROUP
1306 N. 182nd ST
OMAHA, NE 68118
912.798.6422
www.marksanfordgroup.com

PROJECT	REPLACEMENT APARTMENT BUILDING 24 FONTENELLE HILLS BELLEVUE, NEBRASKA
ARCHITECT	MARK N. SANFORD, AIA
DATE	12/18
DATE	3/16/22
SCALE	1/8" = 1'-0"
TITLE	RENDERING
HEET	A0.1

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MAR 16 2022

PLANNING DEPT.



11 UNITS TOTAL

South building
 3 1 BR Units @ 754 sf= 2,262 sf
 3 2 BR Units @ 1,211 sf= 3,633 sf

North building:
 3 2 BR Units @ 1,315 sf= 3,945 sf
 2 3 BR units @ 1,491= 2,982 sf

TOTAL 12,822 SF



ENTRY LEVEL PLAN



REPLACEMENT APARTMENT BUILDING 24
 FONTENELLE HILLS
 BELLEVUE, NEBRASKA



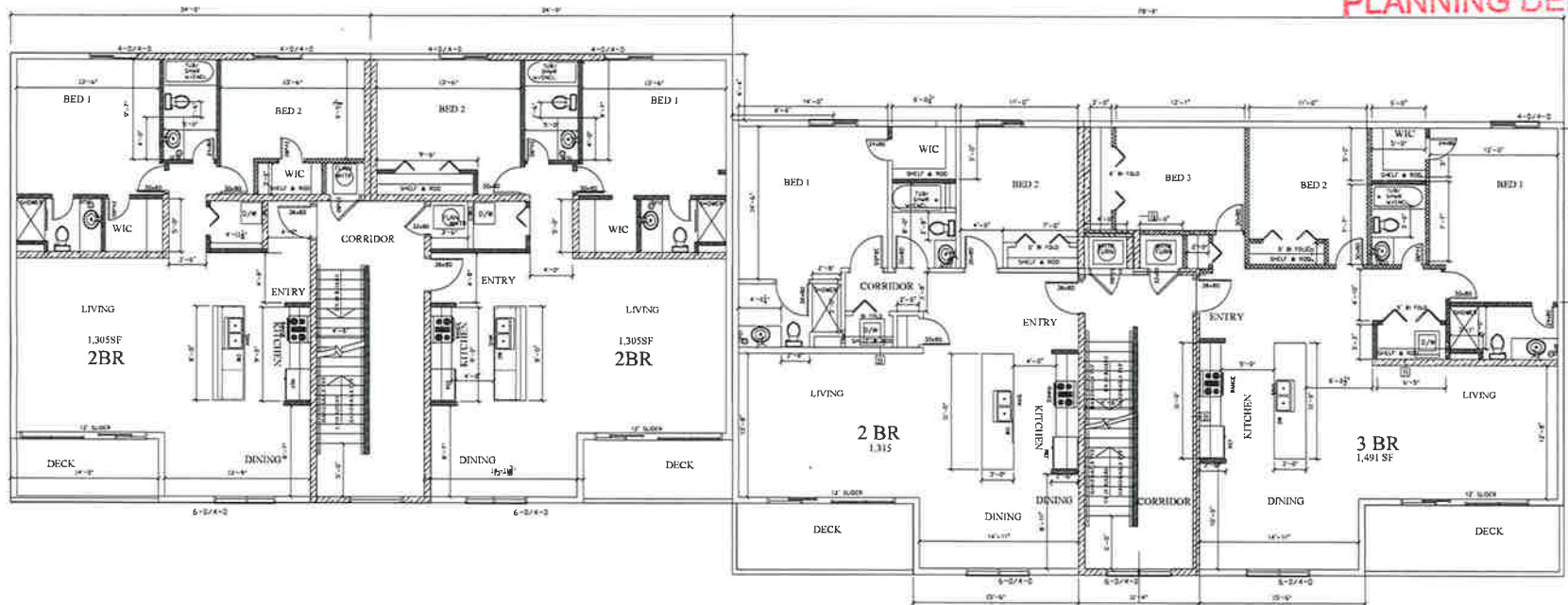
MARK SANFORD GROUP
 1000 N. 182nd ST
 OMAHA, NE 68118
 402.599.5442
 www.marksanfordgroup.com

PROJECT	REPLACEMENT APARTMENT BUILDING 24 FONTENELLE HILLS BELLEVUE, NEBRASKA
ARCHITECT	MARK N. SANFORD, AIA
DESIGNED BY	MSGS
DATE	8.10.22
SCALE	NOTED
TITLE	ENTRY LEVEL
Sheet	A1

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PLANNING DEPT.




2ND LEVEL PLAN


NEW BUILDING 24 RELOCATION
 MARTIN DRIVE
 BELLEVUE, NEBRASKA



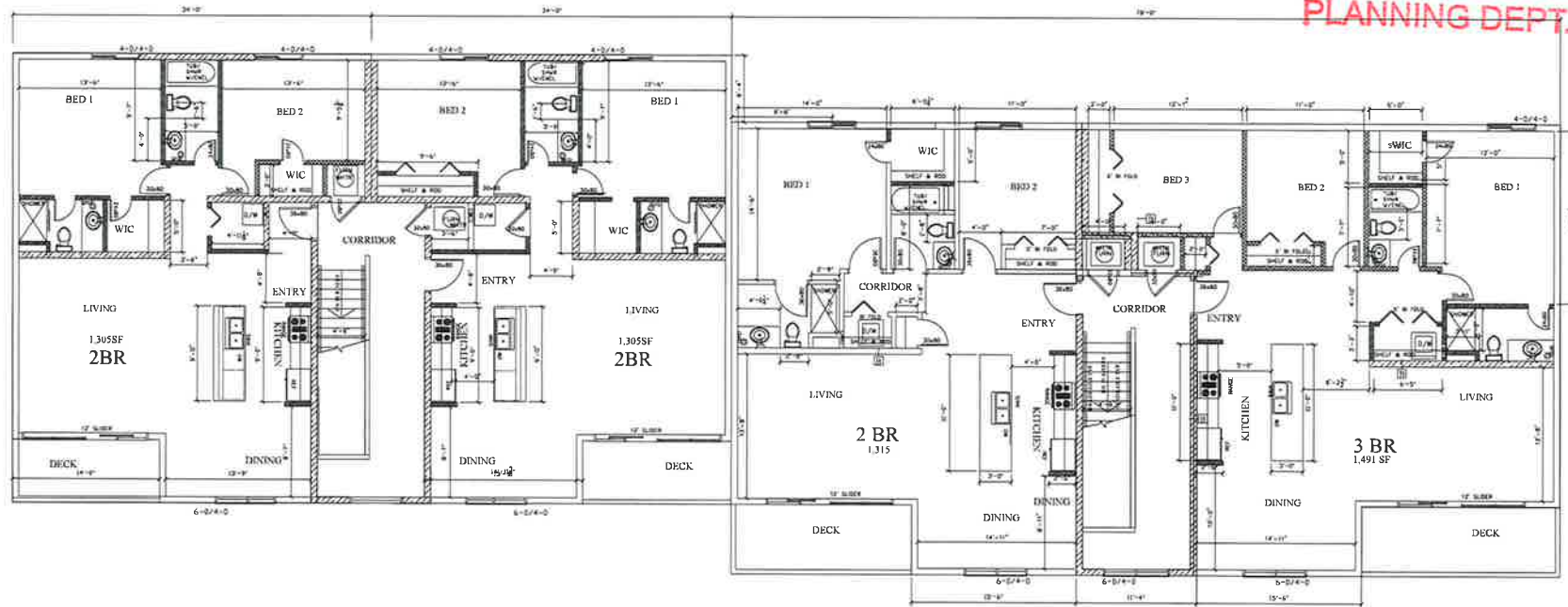
MARK SANFORD GROUP
 1000 N. 160th ST.
 OMAHA, NE 68184
 402.596.6942
 www.marksanfordgroup.com

PROJECT	REPLACEMENT APARTMENT BUILDING 24 HUNTERS HILL BELLEVUE, NEBRASKA
ARCHITECT	MARK SANFORD, AIA
DESIGNED BY	MNS
DATE	3.16.22
SCALE	NOTED
TITLE	2ND LEVEL
SHEET	A2

RECEIVED

MAR 16 2022

PLANNING DEPT.



3RD LEVEL PLAN



NEW BUILDING 24 RELOCATION
 MARTIN DRIVE
 BELLEVUE, NEBRASKA



MARK SANFORD GROUP
 1300 N. 103RD ST
 OMAHA, NE 68118
 402.596.6442
 www.marksanfordgroup.com

PROJECT	REPLACEMENT APARTMENT BUILDING 24 RAYTOWNELLE BELLS BELLEVUE, NEBRASKA
ARCHITECT	MARK N. SANFORD, AIA
DRAWN BY	
DATE	9.15.22
SCALE	NOTED
TITLE	3RD LEVEL
BLANK	A3

RECEIVED

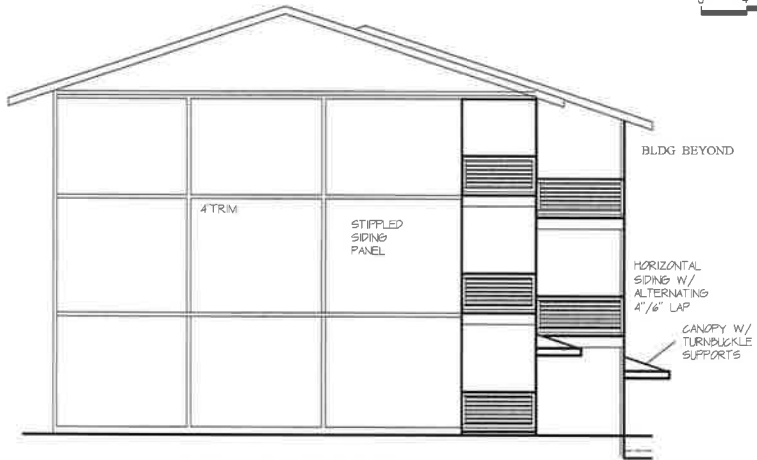
MAR 16 2022

PLANNING DEPT.



FRONT ELEVATION

0 4 8



SOUTH ELEVATION

0 4 8

NEW BUILDING 24 RELOCATION
MARTIN DRIVE
BELLEVUE, NEBRASKA



MARK SANFORD GROUP
100 N 14th ST
OMAHA, NE 68102
913 282 8422
www.marksanfordgroup.com

PROJECT
REPLACEMENT APARTMENT
BUILDING 24 HUNTERVILLE WELLS
BELLEVUE, NEBRASKA

#PROJECT

MARK N SANFORD, AIA

DRAWN BY:

MSIS

DATE

3/16/22

SCALE

NOTED

TITLE

REVISIONS

SHEET

A4

3b.

Tammi Palm

From: bs@giffps.com
Sent: Monday, March 21, 2022 9:31 AM
To: Tammi Palm
Subject: Case #Z-2202-04

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MAR 21 2022
PLANNING DEPT.

Case #Z-2202-03
Bellevue Planning Department meeting 03/24/2022

Please present the following to the Planning Commission for discussion:

1. Why does the structure that has 4 units per level and is 3 levels tall shows to be 11 apartment units. The 12th unit shows on the exhibits provided to be storage, but has no entry except a standard walk-thru apartment door, which seems non-functional. If the true intent is that the 12th unit is never to be finished as an apartment and always be storage, that should be specifically noted in the site plan amendment details for future clarity.
2. If the 12 unit is to be a noted storage/maintenance room, does there not need to be additional parking stalls made available for that use and building square footage?

Marty Giff

Tammi Palm

From: Bruce Stohlman <tbirds1992@gmail.com>
Sent: Tuesday, March 22, 2022 3:34 PM
To: Tammi Palm
Subject: Planning Commission Hearing On Fontenelle Hills Apartment Building

I am sending an email regarding the proposed apartment building in Fontenelle Hills as I am unable to attend the meeting in person.

OPPOSE: Proposed 11 unit apartment building in Fontenelle Hills at Country Club Court and Martin Drive.

Reasons for this opposition:

- It would be a prominent detractor from the beauty and aesthetic view of the main entrance drive of Fontenelle Hills.
- It would be squeezed in between an existing apartment building and the main drive (Martin Drive) that would also incorporate parking spaces for the apartment building. The building and parking would all be very close to the main drive and would not be nestled among the trees and the canopy the trees provide. Along the main entrance of Fontenelle Hills (Martin Drive) the other apartment buildings are away from the street and located around trees and their canopies.
- It would obstruct the view of the former golf course club house that is now "The View" and the beauty of it and the land around it as one drives into the Fontenelle Hills subdivision.
- Fontenelle Hills is a very unique and beautiful area to live in. It would be a travesty to diminish the beauty that has existed for decades in the Bellevue area in order to build a large apartment building and parking in this location.

Thank you for your attention to this email.

Bruce Stohlman
205 Martin Drive
Bellevue, NE

RECEIVED
MAR 22 2022
PLANNING DEPT.

Tammi Palm

From: Clara Arnsdorff <cyberma609@aol.com>
Sent: Wednesday, March 23, 2022 9:20 AM
To: Tammi Palm
Subject: Fontenelle Hills Apartments

As residents of Fontenelle Hills for over 25 years, we are writing to express our opposition to the proposed construction of apartments behind the current apartment rental office.

The Fontenelle Hills Apartments, when built, were pristine examples of living 'in the forest'. Unfortunately, throughout the years they have been allowed to deteriorate badly and are now poorly maintained.

Recent fires in several apartments have further damaged the properties. I would suggest that a thorough inspection of each apartment be made asap to determine that each unit is up to 'code'. This inspection needs to be done before further construction is approved.

On driving by the apartments on Martin Drive, it is easy to see that the structures need considerable work to bring them up to the standards expected in the area. In addition, a drive behind the apartments off Martin Drive, reveals additional careless maintenance---garage doors in need of attention, siding damaged, and a general lack of care for the structures.

We understand the lack of maintenance is not the fault of those seeking to build the apartments but of the management company. Nevertheless, note should be made of their condition before allowing more apartments to be constructed. Will those also be allowed to deteriorate and further damage the appearance of the area?

We realize that new land for construction is at a premium in Bellevue, but I also realize that it is important to maintain the housing areas that exist. This new construction appears to only 'crowd' out the beauty of the area.

The rendering of the proposed apartments does not fit with the rustic appearance of those apartments already constructed. It detracts from the beauty of the area.

Again, we wish to oppose the construction of these apartments, and appreciate the opportunity to speak out against the advancement of this project.

Clara Sue and Gordon Arnsdorff
609 Martin Dr. N
Bellevue NE 68005

RECEIVED
MAR 23 2022
PLANNING DEPT.

Tammi Palm

From: Susan Kluthe
Sent: Monday, April 25, 2022 8:11 AM
To: Tammi Palm; Dianna VanHorn; Angela Curry
Cc: Shirley Harbin
Subject: FW: Apartment Building Proposed on Martin Dr

Susan Kluthe

City Clerk

City of Bellevue

1500 Wall Street

Bellevue, NE 68005

402.293.3007

susan.kluthe@bellevue.net

From: David balsillie <davidbalsillie@cox.net>
Sent: Saturday, April 23, 2022 12:20 PM
To: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Fwd: Apartment Building Proposed on Martin Dr

FYI
Sent from my iPhone

Begin forwarded message:

From: DAVID BALSILLIE <davidbalsillie@cox.net>
Date: April 21, 2022 at 6:54:31 AM CDT
To: jerry.mccaw@bellevue.net, kathy.welch@bellevue.net
Subject: Apartment Building Proposed on Martin Dr
Reply-To: DAVID BALSILLIE <davidbalsillie@cox.net>

Jerry/Kathy,

I want to register my opposition to the proposed project on Martin Dr. I live myjust down the street from this site (111Martin Dr) and it is sort of ridiculous for any developer to consider cramming a building of this size on that site. We already have way too much traffic on this street and putting another apartment on it will just make matters worse.

I hope you will support the city planning and zoning committee's recommendation that this project is not a good idea and vote to deny the request.

David and Lois Balsillie

Per Section 11.01 of the City of Bellevue Nebraska Zoning, the following notified property owners protest application Z-2202-04, an application by MRF Partners XVI LLC for site plan approval for Lots 237A1A1, 237C, 237D, 237E, 237F & 238C, Fontenelle to construct a new 11-unit apartment building. The proposed site plan shows the new building will be located along West Martin Drive between Tanglewood Court and Country Club Court and in place of the existing vaant sales office.

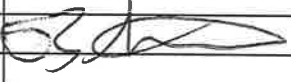
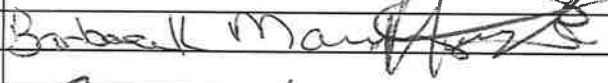
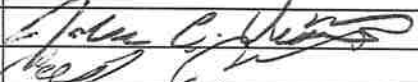
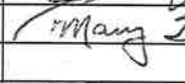
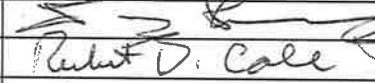

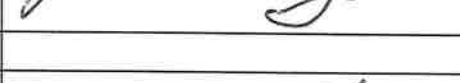

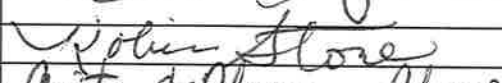
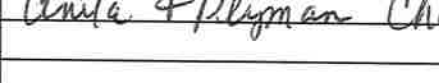

Owner Name	Postal Address	City/State/Zip	Signature
CHAPMAN/NATALIE D	211 MARTIN DR	Bellevue, NE 68005	<i>Natalie Chapman</i>
MCLAUGHLIN/NORMAN L	105 MARTIN DR	Bellevue, NE 68005	<i>Norman M. Laughrin</i>
MULLINS/PATRICK T & ROXANNE R	201 MARTIN DR	Bellevue, NE 68005	<i>Patrick T. Mullins</i>
WARD/DONALD K & CATHERINE M	105 GREGG PL	Bellevue, NE 68005	
GIES/ANTHONY THOMAS	103 GREGG PL	Bellevue, NE 68005	
PETERSON/LARRY D & MARY C	403 AVIAN CIR N	Bellevue, NE 68005	<i>Larry Peterson</i>
KOZOL/DENNIS J & VIRGINIA M	306 AVIAN CIR S	Bellevue, NE 68005	<i>Dennis J. Kozol</i>
POWER/KEVIN C & DEBRA L	108 FOX MEADOW CT	Bellevue, NE 68005	<i>Kevin C. Power</i>
BALSILLIE/DAVID C & LOIS J	111 MARTIN DR	Bellevue, NE 68005	<i>David C. Balsillie</i>
DUPUIS/ROBERT SHANE & COLLEEN	1302 GROVE RD	Bellevue, NE 68005	
CUTUCACHE/ANDREW E & CHRISTINE E	109 BELLEVUE BLVD N	Bellevue, NE 68005	
HARTNETT/D PAUL	305 AVIAN CIR	Bellevue, NE 68005	<i>D. Paul Hartnett</i>
STEFFES/DANIEL J & SANDRA J	207 AVIAN CIR S	Bellevue, NE 68005	<i>Sandra Steffes</i>
MCKEAN/WILLIAM E	PO BOX 1313	Bellevue, NE 68005	
NOVAK/DON M & RACHEL RUCOBA NOVAK	210 AVIAN CIR S	Bellevue, NE 68005	
RUCOBA/LAURIE E	1102 E 1ST ST STE 2	Bellevue, NE 68005	
LEE JR/JACK G & DELLA H	112 BELLEVUE BLVD N	Bellevue, NE 68005	
OFCC LLC	1102 COUNTRY CLUB CT	Bellevue, NE 68005	
OSTRAND/JON & JULIE	207 MARTIN DR	Bellevue, NE 68005	<i>Julie R. Ostrand</i>
HAWKINS & STROM HOLDINGS LLC	414 GREENBRIAR CT	Bellevue, NE 68005	
OFCC LLC	1102 COUNTRY CLUB CT	Bellevue, NE 68005	
GERROLL/OLIVIA N I	1010 MARTIN DR	Bellevue, NE 68005	<i>Olivia Gerroll</i>
STEFFY/BRIAN D	107 GREGG PL	Bellevue, NE 68005	
FONTENELLE HILLS GOLF CLUB	1021 GALVIN RD S	Bellevue, NE 68005	
WEEBER/JOHN PAUL	201 BELLEVUE BLVD N	Bellevue, NE 68005	
HUBBARD/PERRY C & SHERRY L	410 AVIAN CIR N	Bellevue, NE 68005	
MCNEIL/JAMES H	107 BELLEVUE BLVD S	Bellevue, NE 68005	<i>James H. McNeil</i>
WILCOXSON/THOMAS E	205 BELLEVUE BLVD N	Bellevue, NE 68005	

RECEIVED

APR 25 2022

CITY CLERK

Per Section 11.01 of the City of Bellevue Nebraska Zoning, the following notified property owners protest application Z-2202-04, an application by MRF Partners XVI LLC for site plan approval for Lots 237A1A1, 237C, 237D, 237E, 237F & 238C, Fontenelle to construct a new 11-unit apartment building. The proposed site plan shows the new building will be located along West Martin Drive between Tanglewood Court and Country Club Court and in place of the existing vaant sales office.

Owner Name	Postal Address	City/State/Zip	Signature
LOGAN II TRUSTEES/FRANKLIN A	307 AVIAN CIRCLE S	Bellevue, NE 68005	
HAWKINS/HEATHER L	111 GREGG PL	Bellevue, NE 68005	
HILL/RONALD D	2814 CRYSTAL DR	Bellevue, NE 68005	
JOHNSON SR/WILLIAM C	106 BELLEVUE BLVD N	Bellevue, NE 68005	
ECKEL/DEAN L	112 BANYAN CT	Bellevue, NE 68005	
HIGGINS/DANELLE	114 BELLEVUE BLVD N	Bellevue, NE 68005	
GUTIERREZ/JAMIE L	107 BELLEVUE BLVD N	Bellevue, NE 68005	
STOHLMAN/BRUCE RICHARD & CONNIE SUZA	205 MARTIN DR	Bellevue, NE 68005	
SEMIN/FRANK J	411 AVIAN CIR N	Bellevue, NE 68005	
MANSAVAGE/STEVEN & BARBARA	203 MARTIN DR	Bellevue, NE 68005	
BRUCKNER/RICHARD J & SAMANTHA J WHITE	109 GREGG PL	Bellevue, NE 68005	
VINCENT/JOHN C & JUDITH A	109 MARTIN DR	Bellevue, NE 68005	
RICE/ANTHONY & ASHLEY	101 BELLEVUE BLVD N	Bellevue, NE 68005	
THOMPSON/MARY A	302 AVIAN CIR S	Bellevue, NE 68005	
4F LLC	520 FONTENELLE CRT	Bellevue, NE 68005	
STAWYCZNY/LARRY	313 AVIAN CIR S	Bellevue, NE 68005	
COLE/ROBERT D & JANIS K	303 AVIAN CIR S	Bellevue, NE 68005	
EELLS/NANCY J	304 AVIAN CIR S	Bellevue, NE 68005	
SCHUETZ/JON M & DELORIS B	209 AVIAN CIR S	Bellevue, NE 68005	
SCHAPMANN/CASEY J	110 BELLEVUE BLVD N	Bellevue, NE 68005	
RYAN/GERALD E & JANET M	113 MARTIN DR	Bellevue, NE 68005	
CALLEN/SHANNON E	203 BELLEVUE BLVD N	Bellevue, NE 68005	
THAEMERT/DENNIS	111 BELLEVUE BLVD S	Bellevue, NE 68005	
GARDNER/ROBERTA J	108 BELLEVUE BLVD N	Bellevue, NE 68005	
STONE/ALAN D & ROBIN S	101 MARTIN DR	Bellevue, NE 68005	
CHAPPELL/C PLYMAN & ANITA C	305 GREENBRIAR CT	Bellevue, NE 68005	
JOHNSON/MARVIN A & LINDA D	301 AVIAN CIR S	Bellevue, NE 68005	
MADDEN/MADELINE M	307 GREENBRIAR CT	Bellevue, NE 68005	

Per Section 11.01 of the City of Bellevue Nebraska Zoning, the following notified property owners protest application Z-2202-04, an application by MRF Partners XVI LLC for site plan approval for Lots 237A1A1, 237C, 237D, 237E, 237F & 238C, Fontenelle to construct a new 11-unit apartment building. The proposed site plan shows the new building will be located along West Martin Drive between Tanglewood Court and Country Club Court and in place of the existing vaant sales office.

Owner Name	Postal Address	City/State/Zip	Signature
SALTZMAN/HUNTER S & NICOLE A	1008 MARTIN DR	Bellevue, NE 68005	<i>[Signature]</i>
LOVE/SCOTT & DEB	1303 GROVE RD	Bellevue, NE 68005	
JEFFERIES/JOAN M	105 BELLEVUE BLVD N	Bellevue, NE 68005	<i>[Signature]</i>
BELLEVUE SCHOOL DISTRICT	1600 HWY 370	Bellevue, NE 68005	
CATHOLOS/JONNA	205 AVIAN CIR	Bellevue, NE 68005	
AVIAN FOREST HOMEOWNERS ASSOC	PO BOX 1592	Bellevue, NE 68005	
SWANSON/MARTIN E & COLLEN A	107 MARTIN DR	Bellevue, NE 68005	<i>[Signature]</i>
BARRETT/CATHERINE L	211 AVIAN CIR S	Bellevue, NE 68005	<i>[Signature]</i>
ZUERLEIN/DAVID W & KATHERINE A	213 AVIAN CIR S	Bellevue, NE 68005	
LOW/EUGENE & MARY SUSAN ORR LOW	311 AVIAN CIR S	Bellevue, NE 68005	<i>[Signature]</i>
SWANEY/SHAWN W & MICHELLE K	409 AVIAN CIR N	Bellevue, NE 68005	
HANCQ JR/GARY L	104 BELLEVUE BLVD N	Bellevue, NE 68005	
CULVER/WESLEY E & APRIL L	102 BELLEVUE BLVD N	Bellevue, NE 68005	<i>[Signature]</i>
SCHAFFER/JOHN C & SHELLEY R	309 AVIAN CIR S	Bellevue, NE 68005	<i>[Signature]</i>
Brad/Kristen Klaus	409 Greenbriar Ct	Bellevue, NE 68005	<i>[Signature]</i>
TOPY BISHOP	1010 FOX MEADOW CT	Bellevue, NE 68005	<i>[Signature]</i>
Edward & Beverly Burchfield	101 Fox Meadow Ct	Bellevue, NE 68005	<i>[Signature]</i>
Elliott Bedows	309 GREENBRIAR	Bellevue, NE 68005	<i>[Signature]</i>
Sheila E Norton	il	Bellevue, NE 68005	<i>[Signature]</i>
Zach/Rebecca McIntyre	410 Greenbriar Ct.	Bellevue, NE 68005	<i>[Signature]</i>
Sandra Vassar	408 Greenbriar Ct	Bellevue, NE 68005	<i>[Signature]</i>
Wendy and Family (D) Mar Nell	407 Greenbriar Ct	Bellevue, NE 68005	<i>[Signature]</i>
DORIS HUTTO	923 Bayberry	Bellevue, NE 68005	<i>[Signature]</i>
John E. Sidzwick	405 Greenbriar	Bellevue, NE 68005	<i>[Signature]</i>
Laura Rucoba	407 AVIAN CIR N	Bellevue, NE 68005	<i>[Signature]</i>
David W Zuerlein	213 Avian Cir	Bellevue, NE 68005	<i>[Signature]</i>
		Bellevue, NE 68005	
		Bellevue, NE 68005	

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

**15a.
5/3/2022**

COUNCIL MEETING DATE: 05/03/2022		SUBMITTED BY: Susan Kluthe, City Clerk		Various Dept. Heads		
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION		<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING		<input type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER		<input type="checkbox"/>

SUBJECT:
Resolution to amend the Master Fee Schedule regarding certain fees in various departments.

SYNOPSIS/BACKGROUND:
The various city departments review fees on a regular basis. Based on these reviews, the Planning Dept., Fire Dept., Public Works/Wastewater Dept., Library, and the Animal Related Fees are requesting to update certain fees.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:
Approve and authorize the Mayor to sign Resolution No. 2022-10 updating the Master Fee Schedule.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink over signature lines]

RESOLUTION NO. 2022-10

WHEREAS, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

WHEREAS, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

WHEREAS, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. ~~2021-54~~ **2022-01** passed ~~December 21, 2021~~ January 18, 2022 is amended as follows:

MASTER FEE SCHEDULE

BUILDING & USE FEES

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical
Electrical and Grading

1997 Uniform Administrative Code fees as
amended

Penalty Fee

4x regular permit fee

BUILDING & USE FEES (Continued)

Refund Policy Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code;
NO refund will be given after 180 days

Pre-connect deposit fees \$500
Penalty Fee 2nd revocation \$1,500
Penalty Fee 3rd revocation \$5,000

Papio Creek and South Sarpy Watershed Partnership Fees
(Effective ~~July 1, 2021—June 30, 2022~~) July 1, 2022 – June 30, 2023

Residential – up to a four plex ~~\$978~~ \$1002 per dwelling unit
Multi-family – greater than a four plex ~~\$4302~~ \$4410 per gross acre
Commercial and Industrial ~~\$5214~~ \$5345 per gross acre

(Effective July 1, 2023 – June 30, 2024)

Residential – up to a four plex \$1027 per dwelling unit
Multi-family – greater than a four plex \$4520 per gross acre
Commercial and Industrial \$5478 per gross acre

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.

Plan Review Fee (New Construction)

Commercial 25% of building permit fee

Demolition of Building Permit (\$25,000 bond for each)

Residential accessory structures
less than 1200 square feet \$40

One- and two-family dwellings Determined by total cost of contract
as calculated from Table 3-A of the
1997 Uniform Administrative Code

Non-residential structures Determined by 40% of Sarpy County
assessed value and calculated from Table 3-A of
1997 Uniform Administrative Code

Building Moving Permit (120 sq. ft. or greater) \$25

Sheds Shed based on the 1997 Uniform Administrative
Code fees as amended by ordinance.

FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
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Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
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Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
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Apprentice Plumber	\$25 initial/\$25 renewal
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Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
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Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
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Special Master Mechanical/Plumber (1 job only)	\$150
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CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year

Late Contractor Renewal Fees after Expiration of License

Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR (Continued)

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$40
Single Family Siding Permits	\$25

CURB CUT AND GRINDING

Permit fee with curb requiring cut plus the 4' apron on each side done by City or Contractor	\$25 + \$17.50 per sq. ft of cut to 6 ft additional 10% per foot beyond 6 ft.\$25
Extended Permit & Subsequent Extended Permits Winter Charge	\$200 additional 10% for cuts or grinds from November 15 th to April 1 st
Request for Waiver (sidewalk construction/repair)	\$30

FIRE AND RESCUE SQUAD FEES

Basic Life Support, Non-Emergency (BLS)	\$365.00
Basic Life Support, Emergency (BLS-Emergency)	\$650.00 \$ 750.00
Advanced Life Support, Non-Emergency (ALS)	\$475.00
Advanced Life Support, Emergency Level I (ALS1)	\$750.00 \$ 850.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$950.00 \$ 1050.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$15.00 \$ 18.00
Haz-Mat Fees	Fee based on material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

NON-EMERGENCY FIRE AND RESCUE SQUAD FEES

MULTIPLE/FREQUENT REFUSALS/LIFT ASSISTS

1ST Weekly Call Per Patient will be FREE

2nd Call for Same Patient, In Same Week, will be \$ 400.00

3rd Call and Each Subsequent Call for Same Patient, within the Same Week will be \$ 500.00

Should a Facility Call for a Lift Assist or a Call that Results in a Refusal, the Facility will be billed \$ 400.00 Per Patient.

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

Training Tower Only	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 400.00/ \$ 700.00
10-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,400.00
15-4 Hour Scheduled Events Per Year	\$1,200.00/ \$2,150.00

Hour Rate	
4 Hours	\$100.00/ \$150.00
8 Hours	\$200.00/ \$300.00
1 Gas/Tower Operator	Included/ Included
* Plus Consumable Material Used	

Training Tower and Fire Simulator	TMA/ Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,950.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$3,900.00
15-4 Hour Scheduled Events Per Year	\$2,400.00/ \$5,850.00

Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$400

Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included
*Additional Gas Operator	\$25.00 p/h / \$32.50 p/h
*Plus Consumable Material Used	

Rail Car Simulator	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 640.00/ \$ 640.00
10-4 Hour Scheduled Events Per Year	\$1,280.00/ \$1,280.00

FIRE TRAINING FACILITY FEES (Continued)

Single Usage	
1-4 Hour Scheduled Event	\$160.00 / \$160.00
Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included

FIRE TRAINING FACILITY FEES (Continued)

Confined Space	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,450.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$2,800.00
Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$300.00
2 Observers	Included/ Included
Driving Area	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
Cones	Included/Included
Extrication Area	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
5-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
*Each Vehicle	\$ 50.00 / \$50.00
Classroom Area	TMA Fee/Public Fee
Annual Usage:	
Contract Bellevue FD Training Site	

FIRE TRAINING FACILITY FEES (Continued)

Single Usage

Room 1

1-4 Hour Scheduled Events Per Year \$150.00 / \$150.00

10-4 Hour Scheduled Events Per Year \$300.00 / \$300.00

Room 2

1-4 Hour Scheduled Events Per Year \$100.00 / \$100.00

10-4 Hour Scheduled Events Per Year \$200.00 / \$200.00

Room 3

1-4 Hour Scheduled Events Per Year \$100.00 / \$100.00

1-8 Hour Scheduled Events Per Year \$200.00 / \$200.00

FIRE TRAINING FACILITY FEES (Continued)

Rooms 1, 2 and 3

1-4 Hour Scheduled Events Per Year \$300.00 / \$300.00

1-8 Hour Scheduled Events Per Year \$600.00 / \$600.00

Available AV Equipment

Included/Included

Chairs

Included/Included

Janitorial Fee

Included/Included

Entire Training Site

TMA Fee/Public Fee

Annual Usage

Contact Bellevue FD Training Site

Single Use:

1-4 Hour Scheduled Events Per Year \$ 600.00 / \$ 600.00

1-8 Hour Scheduled Events Per Year \$1,200.00 / \$1,200.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:

50 Beds or Less \$ 50.00

51 – 100 \$100.00

101 and Up \$150.00

Health Care Facilities

50 Beds or Less \$ 50.00

51 – 100 \$100.00

101 and Up \$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour

\$25.00 for each additional ½ hour

NOT TO EXCEED \$150.00

Liquor Inspections:

Non-Consumption Establishment \$50.00

Consumption Establishments \$75.00

FIRE INSPECTION FEE SCHEDULE (Continued)

Revisits for either	\$50.00
Child Care Inspections:	
1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00
Foster Care Inspections:	
Initial Inspection	\$20.00
Revisit Inspection	\$20.00
Investigative Reports:	
Fee for Reports	\$3.00 plus actual cost of printing

CODE ENFORCEMENT FEES

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)	
1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee

CODE ENFORCEMENT FEES (Continued)

Snow Removal	
1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd removal	\$300/min/hour + \$50 Admin fee
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee
Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee
Graffiti removal	\$200/min/hour + \$50 Admin fee
Application Fee for Nuisance Violation Hearing	\$35

POLICE RANGE TRAINING FACILITY

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police

\$100/hour

GRADE PERMIT FEES

10 acres or less

1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee

More than 10 acres

1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

ZONING FEES

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$ 175
1-5 acres	\$ 325
over 5 acres	\$ 525
Zoning Text Amendment	\$ 250
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 150
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 300
Flood Plain Development Permit	\$ 50
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$150
151 – 300 square feet	\$200

ZONING FEES (Continued)

Over 300 square feet Awnings	\$300 \$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 100
Zoning Verification Letter	\$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).	\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF
An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF.	\$250 per pole or structure

OCCUPATION TAXES

Liquor License Occupation Taxes & Fees (Annual fee in addition to State License Fees)	
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

OTHER FEES

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench

Cemetery:

Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size
	\$ 450 Cremains
	\$ 400 Infant
	\$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge)	\$ 40

(December 1 – March 1)

OTHER FEES (Continued)

Other Fees:	\$ 10 Stone Setting Permit
	\$ 100 Government Marker setting fee
	\$ 125 Attach VA Marker to Niche Door or or Engraving
Disinterment Fees:	\$1,100 Full size
	\$ 600 Cremains
	\$ 555 Infant
Grave Spaces:	\$ 800 Full Size (New Sections G & H)
	\$ 125 Infant
	\$ 800 Niche
Walkway Plots	\$1,000
Columbarium Plots	\$1,200 Row 1 (Top of Columbarium)
	\$1,000 Row 2
	\$ 800 Row 3
	\$ 600 Row 4
	\$ 400 Row 5
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25

<u>Dog, Cat & Pot Bellied Pig Fees</u>	
<i>(Collected by NE Humane Society not City of Bellevue)</i>	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older)
	\$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat, & Pot bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society
	\$100 for initial permit
	\$50 annual renewal fee
Dog, Cat, & Pot bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee
	1 st -impoundment \$30
	2 nd -impoundment \$60
	3 rd -impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year

OTHER FEES (Continued)

Dog & Cat License Late Charge	Double applicable license fee
Pot bellied Pig License Late Charge	\$50

Feral Cat Colony Caretaker Permit Fee \$25
(Collected by NE Humane Society not City of Bellevue)

Election Filing Fee 1% of Annual Salary of Position
(per State Statute)

Farmers Market Fees (City-Run)

Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week

Farmers Market – Privately Operated on City Property \$0
 (with prior City approval of application)
 Season Operator Fee (electricity included)

OTHER FEES (Continued)

Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 100
Ice Cream Vendor Fee	\$50 per person
Ice Cream Vehicle Inspection Fee	\$25 per truck
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Parking Ticket Fee	
— If paid within 7 days of violation due	\$5/\$10/\$25
— If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25

OTHER FEES (Continued)

Temporary Business Licenses:	
Seasonal Merchant	\$25 license valid for 1 month \$50 license valid for 4 months \$15 one-month extension – maximum of two (2) one-month extensions ONLY applies to 4 month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non- refundable processing fee to be certified to license fee issued
Carnival/Circus/Public Amusement Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public
Tobacco License	\$15 license fee per State Statute + \$10 administrative fee

OTHER FEES (Continued)

Trash and Recycling Residential Collection Fee, effective June 1, ~~2020~~ 2022

~~\$14.99~~ \$15.15 per month, per residence for 35-gallon service
~~\$18.19~~ \$18.40 per month, per residence for 65 gallon service
~~\$21.19~~ \$21.60 per month, per residence for 95-gallon service
\$15.00 for each bulky item pick up
\$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds
\$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds
~~\$9.30~~ \$9.60 for each additional cart

Tree Damage

Tree DBH (Diameter at Breast Height)

Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

OTHER FEES (Continued)

Limb Circumference

Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700

Vehicle Impoundment Fees

Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40 day inside
Administration Fee	\$30
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract

Street/Alley Vacation

Application Fee	\$50
Administrative Fee	\$300

PUBLIC RECORDS

Audio Tapes, Video Tapes, CD/DVD or other media	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos (Digital)	\$20 per CD or other digital media device
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$5 per request + applicable copy fee
Copy Fee (paper or electronic)	\$0.25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. "A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public." (R.R.S.84-172)

ALARM SYSTEMS/FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

LIBRARY FEES

Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1

Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
USB Language Kits , Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

Makerspace

Based on amount/type of consumable used for project

Lost Items

Replacement cost of item (or purchase like item as replacement)

Damaged Items

Damage cost assessed up to full value of item

LIBRARY FEES (Continued)

Materials Processing

Replacement of Materials	\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)
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Replacements for Books on CD Cases	\$ 8 for small, \$ 9 for medium, \$ 10 for large
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Replacements for Game/Stamp Boxes	\$5
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Replacements for Bing & Hotspot Boxes	\$10
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Copier/Printer Rates

Black & White Copies/Prints	\$0.10/page (single sided)
Color Prints	\$0.50/page (single sided)

RECREATION FEES

100% BEFORE first day

Reed Center – Rental

\$325 – Friday/Sunday
\$375 – Sunday
\$175 – Non profit

Field Rentals

\$30 per hour light fee +
\$175 per day
\$200 per day – non-resident

Jr. T-Ball

\$25

T-Ball/Coach Pitch

\$35

Baseball/Softball

\$40

Adult Softball – Church League

\$60

Baseball/Softball Spring Training

\$10

Tennis Lessons

Juniors

\$20

Adults

\$25

Swimming Pools:

Swimming Lessons

\$35

Swimming League

\$35

Daily Swim Fee

Youth (18 - Under)

\$3.00

Adult (19 & Over)

\$5.00

Wading Pool (2 year – Adult)

\$2.00

Seniors (55 & Over)

Free

Pool Parties

Pool Rental Fee

\$100

Lifeguard Fee

\$ 40

*Bellevue residents pay the lower fee

Track Club

\$35

Youth Sports Camp

\$30 single session

\$40 both sessions

Youth Lacrosse Camp

\$30

Youth Soccer League

\$40

Youth Flag Football League

Spring

\$35

Fall

\$35

Historic Presbyterian Church Rental Fee

\$375

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ 900
Duplex	\$1,600
Multiple Family	\$700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$47

TAX INCREMENT FINANCING (TIF) FEES

Application Fee	\$ 500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees of TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

ANIMAL RELATED FEES in effect through December 31, 2022:
(Fees to be collected by the NHS, not the City of Bellevue)

Dog and Cat License (Annual Fee)		
\$5.00	if spayed/neutered	No charge for owners aged 65 and older
\$15.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
Double applicable license fee	if spayed/neutered	
Double applicable license fee	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
\$35.00		
Pot-bellied Pig License (Late Fees)		
\$50.00		
Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person
\$0.50	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 st impoundment	
\$60.00	2 nd impoundment	
\$100.00	3 rd impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

Animal Related Fees effective beginning January 1, 2023:
(Fees to be collected by the NHS, not the City of Bellevue)

Dog and Cat License (Annual Fee)		
\$12.00	if spayed/neutered	No charge for owners aged 65 and older
\$25.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
\$10.00	if spayed/neutered	
\$20.00	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
\$35.00		
Pot-bellied Pig License (Late Fees)		
\$50.00		
Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person
\$6.00	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 st impoundment	
\$60.00	2 nd impoundment	
\$100.00	3 rd impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the _____ day of _____, 2021.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk

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

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

SUBJECT:

Approval of documents to release a CDBG Housing Rehabilitation Deed of Trust for 2110 Power Drive after Loan Payoff

SYNOPSIS/BACKGROUND:

In November 2013, the City completed a Community Development Block Grant (CDBG) Housing Rehabilitation project at 2110 Power Drive in the amount of \$ 21,035.00, and a Deed of Trust was filed with Sarpy County for said amount. On April 15, 2022, the City received a payment for the outstanding balance of the forgivable loan in the amount \$609.92 from the homeowner and a request to release the lien. With the receipt of the payoff amount, the City needs to file a Deed of Reconveyance to release the Deed of Trust.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:


RECOMMENDATION:


Approve the Deed of Reconveyance for 2110 Power Drive

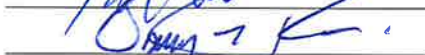
ATTACHMENTS:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

REQUEST TO RECONVEY

TO: Bree Robbins, Trustee,

You are hereby requested to execute a Deed of Reconveyance to Mechere E. Campbell for the reason that payment in full has been made on the note secured by the Second Deed of Trust recorded the 20th day of October 2020 as Instrument No. 2020-34858 of the Mortgage Records of Sarpy County, Nebraska.

Dated this ____ day of May 2022

City of Bellevue, Nebraska

By: _____
Rusty Hike, Mayor

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this ____ day of May 2022, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Rusty Hike, Mayor of the City of Bellevue, Nebraska, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the City.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

DEED OF RECONVEYANCE

WHEREAS, the undersigned, Bree Robbins, City of Bellevue Attorney and member of the Nebraska State Bar Association, of 1500 Wall Street, Bellevue, County of Sarpy, State of Nebraska, as Trustee under the Deed of Trust executed by Mechere E. Campbell, a single individual, Trustor, in which City of Bellevue, Nebraska, was named as Beneficiary, and recorded on October 20, 2020, as Instrument No. 2020-34858 of the Mortgage Records of the Register of Deeds of Sarpy County, Nebraska, has received from, the City of Bellevue, Nebraska, Beneficiary thereunder, a written Request to Reconvey, reciting that all sums secured by such Deed of Trust have been fully paid and that such Deed of Trust and the Note secured thereby have been surrendered to the undersigned, as Trustee, for cancellation;

NOW THEREFORE, in accordance with such request and the provisions of such Deed of Trust, the undersigned, as Trustee, does hereby reconvey, without warranty, to the person or persons entitled thereto, namely Mechere E. Campbell, the estate now held by the Trustee thereunder, to-wit:

**Lot 47, Avery Heights an addition to the City of Bellevue, Sarpy County, Nebraska
As surveyed, platted and recorded together with all vacated portions of streets, avenues
and alleys adjacent thereto**

IN WITNESS WHEREOF the undersigned has executed this Deed of Reconveyance at Bellevue, Nebraska, on May ___, 2022.

Bree Robbins, Trustee

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this ____ day of May 2022, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Bree Robbins, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

***16b.
5/3/2022**

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

SUBJECT:

Lease Agreement- Addendum #2 with the Department of Administrative Services, on behalf of the DMV.

SYNOPSIS/BACKGROUND:

The DMV leases certain land located at 14402 Harlan Lewis Road from the City of Bellevue. The parties desire to extend this lease through April 30, 2024. All parties (including PSV) agree to said extension.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve and authorize the Mayor to sign the Lease Agreement - Addendum #2

ATTACHMENTS:

1. <input type="text" value="Addendum #2"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Rollins

[Signature]



Pete Ricketts, Governor

LEASE AGREEMENT - ADDENDUM # 2

This Lease Agreement - Addendum #2, hereinafter this "Addendum," by and between **City Of Bellevue**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Department of Motor Vehicles**, as "Tenant Agency," for land located at:

**14402 HARLAN LEWIS ROAD
BELLEVUE NE 68005**

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, commencing April 1, 2019 and ending March 31, 2021; and modified by the Commencement Date Agreement to change the commencement to May 1, 2019 and the expiration to April 30, 2021; and modified by Addendum #1 to renew the term commencing May 1, 2021 and ending April 30, 2022; and

WHEREAS, Lessor and Lessee desire to renew the Term of this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. **As to Section 2 Term.** the Term of this Lease shall be renewed for a two (2) year renewal period commencing May 1, 2022 and ending on April 30, 2024.
2. **NO OTHER CHANGES.** Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
3. **EFFECTIVE DATE.** This Addendum shall be effective as of May 1, 2022
4. **RENTAL RATE.** The Rental Rate and terms, including Landlord obligations shall remain the same. The parties understand that there is a current Lease Purchase Agreement on property located at *Lot 1 Bellevue Sports Complex* between the City of Bellevue and Premier Sports Village LLC. Should the property be sold to Premier Sports Village LLC during the term of this lease, payments of rent shall be made directly to Premier Sports Village LLC and pro rated between the City of Bellevue and Premier Sports Village if the sale of the property occurs in the middle of a lease term year. If the sale of the property occurs, Premier Sports Village LLC and the City of Bellevue will notify the Lessee herein and will provide all contact information pertinent to facilitate the change in Landlords.

- 5. ENTIRE AGREEMENT. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.
- 6. COUNTERPARTS. This Addendum shall be executed in duplicate original, each of which shall be deemed to be an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSEE:

 Michelle Potts, Director
 Administrative Services, State Building Division

 Date

LESSOR:

 Mayor, Rusty Hike

 Date

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF SARPY

The foregoing instrument was acknowledged before me this _____ day of _____ 2022 by Mayor, Rusty Hike on behalf of the City of Bellevue.

Affix seal here.

 Notary Public Signature

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
5/3/2022

COUNCIL MEETING DATE: 05/03/2022	SUBMITTED BY: Fire Chief Perry Guido / Dee Gray	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approve new Blue Cross Blue Shield of Nebraska participating provider agreement

SYNOPSIS/BACKGROUND:

The new agreement will insure that Blue Cross Blue Shield payments for services rendered will be paid directly to City of Bellevue at the current allowable rate.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend the City Council approve the new participating provider agreement with Blue Cross Blue Shield.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Heuberger
[Signature]
[Signature]



BLUE CROSS AND BLUE SHIELD OF NEBRASKA PROVIDER AGREEMENT

This Provider Agreement (Agreement) is entered into between _____ (PROVIDER) and BLUE CROSS AND BLUE SHIELD OF NEBRASKA (BCBSNE). Except as expressly excluded in this Agreement, this Agreement and the terms contained herein, shall apply to the products currently or hereinafter offered by BCBSNE and referred to in the applicable Addendums attached to this Agreement. Provider and all of its employees, agents, and representatives agree to participate in the applicable BCBSNE networks and follow the terms discussed herein.

WHEREAS, BCBSNE is a Nebraska mutual insurance company with the authority to enter into agreements with hospitals, physicians, and other health care providers to Covered Services to its Covered Persons; and

WHEREAS, the Provider agrees to maintain such state and federal accreditation and licenses as may be necessary to conduct, and cause its employees and agents to conduct, its operations in compliance with all applicable federal state and local laws and regulations and to deliver health care services only within Provider's legal scope of practice; and

NOW, THEREFORE, in consideration of the mutual promises and recitals stated in this document, the undersigned Provider and BCBSNE agree to the following:

SECTION I. DEFINITIONS.

1. **AGREEMENT:** This document, all Addendums, Attachments and Schedules, and the Policies and Procedures manuals, each of which is incorporated herein by this reference.
2. **BLUECARD PROGRAM:** The Blue Cross and Blue Shield Association's ("BCBSA") out-of-area program allowing claims to be covered by another Licensed Blue Cross and Blue Shield Plan ("Blue Plan") to permit the submission of claims for payment to BCBSNE for BCBSNE's coordination with the appropriate Blue Plan in adjudicating the claim according to the Covered Person's Contract. The provisions of this Agreement shall apply, including provisions related to charges for Covered Services, under the Blue Cross and Blue Shield out-of-area and reciprocal programs. Provider shall accept reimbursement by BCBSNE as payment in full for Covered Services provided to such Covered Persons except to the extent of Deductibles, Coinsurance, Copayments, and/or Charges associated with Noncovered Services.
3. **CHARGES:** The amount per service or supply regularly established by the Provider which is billed to the general patient population.
4. **CLEAN CLAIM:** A claim for payment of health care services provided to a Covered Person by a Provider on a UB04 or CMS 1500 (or successor forms) or an equivalent electronic form that is submitted in compliance with BCBSNE's Policies and Procedures, with all required fields completed and with all information necessary to adjudicate the claim.
5. **CLIENT PROFILE:** A document which sets forth a member's specific plan terms and requirements, Covered and Noncovered Services, benefits allowed for those Covered Services, and other related topics.

6. **COINSURANCE:** The percentage amount the Covered Person must pay for Covered Services based on the applicable Contract.
7. **CONTRACT:** An insurance contract or administrative services agreement outlining the Covered Services, benefits allowed for those Covered Services, and other related topics. The Contract includes any endorsements, the Master Group Application or Client Profile, subgroup applications, addenda and individual enrollment forms of subscribers, and any health plan documents designated or qualified as such under applicable federal or state law.
8. **CONTRACTED AMOUNT:** The reimbursement amount payable to a Provider for Covered Services and supplies received by a Covered Person..
9. **COPAYMENT:** The fixed dollar amount payable by the Covered Person for the Covered Services identified in the applicable Contract.
10. **COVERED PERSON:** Any person entitled to benefits at the time services are rendered for Covered Services pursuant to a Contract underwritten or administered by BCBSNE, including but not limited to: NEtwork BLUE, Federal Employees Health Benefit Program ("FEP"), or any other member contract that is part of the Blue Card Program.
11. **COVERED SERVICES:** Hospital, medical or surgical procedures, treatments, drugs, supplies, home medical equipment or other health, mental health, substance use disorder or dental care, including any single service or combination of services, provided to Covered Persons for which benefits are payable under the terms of a Contract underwritten or administered by BCBSNE pursuant to all applicable state and federal laws, including but not limited to, if applicable, federal mental health parity laws.
12. **DEDUCTIBLE:** An amount which the Covered Person must pay each calendar year for Covered Services before benefits are payable based on the applicable Contract.
13. **HEALTH CARE PROGRAMS:** Insurance underwritten or health care administrative services provided by BCBSNE, other Blue Cross and Blue Shield plans, the Federal Employees Health Benefit Program, or other Blue Card Programs.
14. **HOSPITAL:** An institution or facility duly licensed by the State of Nebraska or the state in which it is located, which provides medical, surgical, diagnostic and/or treatment services with 24-hour per day nursing services to two or more nonrelated persons with an illness, injury, or pregnancy, under the supervision of a staff of physicians licensed to practice medicine and surgery.
15. **INPATIENT:** A patient admitted to a Hospital or other institutional facility for bed occupancy to receive acute care services consisting of active medical and nursing care to treat conditions requiring continuous nursing intervention of such an intensity that it cannot be safely or effectively provided in any other setting.
16. **INVESTIGATIVE:** A technology, drug, biological product, device, diagnostic, treatment or procedure is investigative if it has not been Scientifically Validated. pursuant to all of the factors set forth below:
 - a. Technologies, drugs, biological products, devices and diagnostics must have final approval from the appropriate government regulatory bodies. A drug or biological product must have final approval from the Food and Drug Administration (FDA). A device must have final approval from FDA for those specific indications and methods of use that are being evaluated. FDA or other governmental approval is only one of the factors necessary to determine Scientific Validity.
 - b. Evidence must permit conclusions concerning the effect of the technology on health outcomes. The evidence should consist of well-designed and well-conducted

- investigations published in peer-reviewed journals. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.
- c. The evidence should demonstrate that the technology can measure or alter the physiological changes related to a disease, injury, illness or condition. In addition there should be evidence based on established medical facts that such measurement or alteration improves the health outcomes.
 - d. Opinions and evaluations by national medical associations, consensus panels or other technology evaluation bodies are evaluated according to the scientific quality of the supporting evidence and rationale. Our evidence includes, but is not limited to: Blue Cross and Blue Shield Association Technology Evaluation Center technology evaluations; Hayes Directory of New Medical Technologies' Status; Centers for Medicare and Medicaid Services (CMS) Technology Assessments, and United States Food and Drug Administration (FDA) approvals.
 - e. The technology must improve the net health outcome.
 - f. The technology must improve the net health outcome as much as or more than established alternatives.
 - g. The improvement must be attainable outside the investigational settings.

BCBSNE, or applicable Blue Plan, will determine whether a technology is Investigative or not Scientifically Validated. BCBSNE shall post those technologies that it has previously determined to be Investigative or not Scientifically Validated and shall make such determinations available on its website. The absence of a medical policy on a particular matter shall not prohibit BCBSNE or the applicable Blue Plan from concluding that a matter is or is not Investigative or not Scientifically Validated.

17. **MASTER GROUP APPLICATION:** A document reflecting the terms of a member's Contract and/or administrative services agreement outlining the Covered Services, benefits allowed for those Covered Services, and other related topics. The Master Group Application includes the Contract, any endorsements, subgroup applications, addenda and individual enrollment forms of subscribers.
18. **MEDICALLY NECESSARY OR MEDICAL NECESSITY:** Health care Services ordered by a Provider exercising prudent clinical judgment, provided to a Covered Person for the purposes of prevention, evaluation, diagnosis or treatment of that Covered Person's illness, injury or pregnancy, that are:
 - a. Consistent with the prevailing professionally recognized standards of medical practice, and known to be effective in improving health care outcomes for the condition for which it is recommended or prescribed. Effectiveness will be determined by validation based upon scientific evidence, professional standards and consideration of expert opinion; and
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration for the prevention, diagnosis or treatment of the Covered Person's illness, injury or pregnancy. The most appropriate setting and the most appropriate level of Service is that setting and that level of Service, that is the most cost effective considering the potential benefits and harms to the patient. When this test is applied to the care of an inpatient, the Covered Person's medical symptoms and conditions must require that treatment cannot be safely provided in a less intensive medical setting; and
 - c. Not more costly than alternative interventions, including no intervention, and are at least as likely to produce equivalent therapeutic or diagnostic results as to the prevention, diagnosis or treatment of the patient's illness, injury or pregnancy, without adversely affecting the Covered Person's medical condition; and
 - d. Not provided primarily for the convenience of the following:
 - (i) The Covered Person;
 - (ii) The Physician;
 - (iii) The Covered Person's family; or

- (iv) Any other person or health care provider; and
- e. Not considered unnecessarily repetitive when performed in combination with other prevention, evaluation, diagnosis or treatment procedures.

BCBSNE, or applicable Blue Plan, will determine whether services are Medically Necessary. Services will not automatically be considered Medically Necessary because they have been ordered or provided by a Provider.

- 19. **NETWORK OR PREFERRED PROVIDER:** Any person, facility or entity who provides health care services or related services or supplies who has entered into an agreement with BCBSNE, has met all BCBSNE credentialing standards, and has been approved as a Network Provider by BCBSNE, or has contracted with another plan through the BlueCard Program.
- 20. **NONCOVERED SERVICES:** Services for which benefits are not Covered Services under the Covered Person's Contract.
- 21. **OUTPATIENT:** A person who is not admitted for Inpatient care, but is treated in the Outpatient department of a hospital, in an observation room, in an ambulatory surgical facility, urgent care facility, a physician's office, ambulance, emergency room, diagnostic facility, sleep laboratory, other location consistent with outpatient services, or at home. .
- 22. **PARTICIPATING PROVIDER:** Any licensed hospital, practitioner of the healing arts, or licensed and qualified provider of health care services, supplies, or home medical equipment who has contracted with BCBSNE or other plan through the BlueCard Program to provide Covered Services to Covered Persons.
- 23. **POLICIES AND PROCEDURES MANUALS:** Manuals published by BCBSNE setting forth the billing, payment, utilization management, certain medical policies and other administrative guidelines under this Agreement which apply to the Provider and Provider's employees, agents and representatives.
- 24. **PRE SERVICE DETERMINATION:** This includes preapproval of benefits, precertification of benefits, or notification of services and is based on the terms on the Covered Person's Contract at the time the request or inquiry is made and based on the information submitted to the applicable Blue Plan for review.
- 25. **SCIENTIFICALLY VALIDATED:** A technology, a drug, biological product, device, diagnostic, treatment or procedure is Scientifically Validated if it meets all of the factors set forth below:
 - a. Technologies, drugs, biological products, devices and diagnostics must have final approval from the appropriate government regulatory bodies. A drug or biological product must have final approval from the Food and Drug Administration (FDA). A device must have final approval from FDA for those specific indications and methods of use that is being evaluated. FDA or other governmental approval is only one of the factors necessary to determine Scientific Validity.
 - b. The Scientific Evidence must permit conclusions concerning the effect of the technology on health outcomes. The evidence should consist of well-designed and well-conducted investigations published in peer-reviewed journals. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.
 - c. The evidence should demonstrate that the technology can measure or alter the physiological changes related to a disease, injury, illness or condition. In addition there should be evidence based on established medical facts that such measurement or alteration improves the health outcomes.
 - d. Opinions and evaluations by national medical associations, consensus panels or other technology evaluation bodies are evaluated according to the scientific quality of the

supporting evidence and rationale. Our evidence includes, but is not limited to: Blue Cross and Blue Shield Association Technology Evaluation Center technology evaluations; Hayes Directory of New Medical Technologies' Status; Centers for Medicare and Medicaid Services (CMS) Technology Assessments, and United States Food and Drug Administration (FDA) approvals.

- e. The technology must improve the net health outcome.
- f. The technology must improve the net health outcome as much as or more than established alternatives.
- g. The improvement must be attainable outside the investigational settings.

BCBSNE, or applicable Blue Plan, will determine whether a technology is not Scientifically Validated or Investigative. BCBSNE shall post those technologies that it has previously determined to be not Scientifically Validated or Investigative and shall make such determinations available on its website. The absence of a medical policy on a particular matter shall not prohibit BCBSNE or the applicable Blue Plan from concluding that a matter is or is not Scientifically Validated or Investigative.

26. **UTILIZATION REVIEW:** The evaluation by BCBSNE or persons designated by BCBSNE, of the use of a medical, diagnostic or surgical procedure or service, the utilization of medical supplies, drugs, or home medical equipment or the treatment of Mental Illness, Alcoholism and Drug Abuse compared with established criteria in order to determine benefits. Benefits may be excluded for services, procedures, supplies, drugs or home medical equipment found to be not Medically Necessary.

SECTION II. NETWORK ADEQUACY ACT.

Provider agrees as follows:

1. Compliance with Neb. Rev. Stat. §§ 44-7100, et seq. The parties agree that irrespective of any term to the contrary, this Agreement shall comply with the Nebraska Network Adequacy Act, Neb. Rev. Stat. §§ 44-7100, et seq., and the parties shall conduct themselves at all times to be compliant with the terms of that statute.
2. Provider Commitments. Provider agrees that in no event, including, but not limited to, nonpayment by BCBSNE, insolvency of BCBSNE, or breach of this agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a Covered Person or a person, other than BCBSNE, acting on behalf of the Covered Person, for Covered Services provided pursuant to this Agreement. This agreement does not prohibit Provider from collecting applicable coinsurance, deductibles, or copayments as specifically provided in the evidence of coverage, or fees for Noncovered Services, where permitted by this Agreement. Nor does this Agreement prohibit Provider and a Covered Person from agreeing to continue Noncovered Services solely at the expense of the Covered Person, as long as Provider has clearly informed the Covered Person that BCBSNE may not cover or continue to cover a specific health care service or health care services. Except as provided herein, this Agreement does not prohibit Provider from pursuing any available legal remedy.
3. Insolvency. In the event of insolvency of BCBSNE, Provider agrees to accept reimbursement for Covered Services at the rates determined by this Agreement through the period for which a premium has been paid to BCBSNE on behalf of the Covered Person or until discharge from an inpatient facility, whichever time is greater. Covered Services to Covered Persons confined to an inpatient facility on the date of insolvency or other cessation of operations will continue until their continued confinement in an Inpatient facility is no longer Medically Necessary.
4. Inducement. BCBSNE shall not offer an inducement to Provider to provide less than Medically Necessary services under the terms and conditions of the Contract.

5. Patient-Provider Communication. BCBSNE shall not prohibit Provider from discussing treatment options or pricing with Covered Persons or others as authorized by law, irrespective of BCBSNE's position on the treatment options or from advocating on behalf of Covered Persons within the utilization management program or grievance process established by the Policies and Procedures Manuals or a person contracting with BCBSNE.
6. Patient Records. Provider agrees that reasonable access to patient records of Covered Persons for utilization management and quality assessment and quality improvement programs shall be given to BCBSNE. Provider also agrees to make patient records available to state and federal authorities involved in assessing quality of care or investigating the grievances or complaints of Covered Persons. Provider agrees to comply with the applicable state and federal laws with respect to the confidentiality of patient records.
7. Reports to State or Federal Authorities. BCBSNE shall not penalize Provider because it, in good faith, reports to state or federal authorities any act or practice by BCBSNE that jeopardizes patient health or welfare. Furthermore, BCBSNE agrees not to terminate the Agreement or take any other action against Provider solely or in part because it or one of its employees or agents in good faith:
 - (i) advocates on behalf of a Member;
 - (ii) files a complaint against BCBSNE;
 - (iii) appeals a decision of BCBSNE;
 - (iv) provides information or files a report with the Nebraska Department of Insurance; or
 - (v) requests a hearing or review.
8. No Discrimination In Delivering Covered Benefits to Covered Persons. Provider agrees to furnish services to all Covered Persons without regard to the Covered Person's enrollment in the managed care plan as a private purchaser of the plan or as a participant in publicly financed programs of health care services. This is not applicable when limitations are due to lack of training, skill, experience or licensing restrictions.

SECTION III. PROVIDER'S RESPONSIBILITIES

Provider and its employees, agents, and representatives agree as follows:

1. Policies and Procedures Manuals. Provider will follow all applicable BCBSNE Policies and Procedures and those applicable to the Covered Person, and Provider agrees to provide appropriate information to Provider employees, agents and representatives consistent with this commitment.
2. Verification of Enrollment. Provider shall use reasonable efforts to utilize phone, Internet, or other methods available to ascertain if a patient is listed as an active, enrolled, and Covered Person before submitting a claim.
3. Provision of Services. To provide to each Covered Person accepted as a patient those services falling within the Provider's normal scope of practice and expertise and as set forth by state law. The Provider shall be responsible for the creation and maintenance of the patient relationship with a Covered Person and shall be solely responsible for all aspects of the delivery of medical care and treatment provided to each Covered Person by the Provider.

No provision of this Agreement, however, shall require the Provider to enter into or continue a patient relationship with any Covered Person. No provision of this Agreement shall expand the scope of the Provider's responsibility for the medical care provided beyond the usual provider-patient responsibility.

The Provider further agrees to include under the terms of this Agreement all practice locations in the State of Nebraska and/or those locations specifically approved by BCBSNE.

4. Referrals. If the Provider determines that a Covered Person requires Covered Services not customarily provided by Provider, including the services of physicians, hospitals, or other health care providers, Provider shall refer patient Covered Services to providers that participate in BCBSNE's provider networks or in the Blue Card Program. Further, Provider shall inform Covered Person of all known information about referral choices.
5. Submission of Claims. To submit Clean Claims for all services provided to Covered Persons by the Provider promptly in the format requested by BCBSNE, regardless of whether there are other sources of payment or reimbursement. The Provider agrees that charges for Covered Services provided to Covered Persons will be at the same rate as is charged to its other patients. The Provider also agrees to provide BCBSNE with any additional information which is reasonably necessary to determine benefits and to verify performance under this Agreement. Such information will be provided without charge and in a timely manner. Provider agrees to follow all policies on authorization, verification, precertification, and preauthorization of benefits where applicable as may be required by member's Blue Plan, including working with vendors utilized by the Blue Plan to perform this service.

Nothing in this Agreement shall convey to BCBSNE the right to release or obtain information which is declared to be confidential or privileged communication, or otherwise restricted, by federal or state statutes or regulations, without strict compliance with the disclosure requirements defined by such statute or regulation.

6. Time Limit for filing or adjusting a post-service claim. Provider agrees to file claims within 120 days after the date of service when BCBSNE is the primary payor or 120 days after the date Provider receives the EOB from the primary payor when BCBSNE is the secondary payor. If a claim for a Covered Person is not filed originally within the aforementioned timeframe and in compliance with BCBSNE's Policies and Procedures, no benefits will be paid, and Provider agrees that no payment will be pursued from a Covered Person for any service not submitted in compliance with these terms. No adjustments or revisions to timely filed claims made by Provider will be accepted more than 12 months from the last date of adjudication by BCBSNE and, in such a case, all liability will be the sole responsibility of Provider.
7. Utilization Review/Management. Provider will participate in programs to effectively manage the cost of health care services. Such programs are identified and described in the Policies and Procedures Manuals.
8. Peer Review, Quality Improvement Program, Grievance Procedure. Provider agrees to cooperate, disclose all relevant facts and findings from any investigation, and participate with BCBSNE in any internal peer review, quality improvement program and grievance procedure which are identified in the Policies and Procedures Manuals.
9. On-Site Reviews and/or Audits. Provider agrees to allow BCBSNE or its designee(s) to conduct on-site reviews and/or audits and to inspect and duplicate any and all medical or billing records reasonably requested and related to Covered Services provided to Covered Persons, to determine compliance with the Policies and Procedures Manuals during the term of this Agreement and for all reviews by BCBSNE or its designee(s) to investigate potential fraud, waste, and/or abuse, and compliance with this Agreement. Such reviews shall be limited to BCBSNE patient medical and billing records and related information.

Such reviews will be allowed upon reasonable notice during the regular business hours of Provider, and duplication of medical or billing records shall be provided. Medical and billing records will be available to BCBSNE at no cost to determine liability and verify performance under this Agreement. Nothing in this provision or elsewhere in this Agreement, however, shall convey to BCBSNE the right to obtain information declared to be confidential or privileged communication or otherwise restricted by law without full compliance with the consent and disclosure requirements of such law.

10. Publication. Provider permits BCBSNE to publish, distribute, and disseminate its name and those of its independently licensed and contracted providers in Network Provider Directories published by BCBSNE or other Blue Plans or the Blue Cross and Blue Shield Association and in BCBSNE promotional materials. Provider consent(s) to the disclosure of identifying information by BCBSNE, including but not limited to the following information:

- a. Name, address, business telephone number;
- b. Education information, and specialty training;
- c. Effective date of participation in BCBSNE networks;
- d. Hospital staff membership if applicable;
- e. Board Certification if applicable;
- f. Gender;
- g. Foreign language(s) spoken;
- h. Practice restrictions if applicable;
- i. Areas of expertise or interest;
- j. National Provider Identification number;
- k. Website address and e-mail address;
- l. Reviews written by patients and published consistent with applicable guidelines;
- m. Certain quality data, performance standards, awards and designations; and
- n. Additional facts and information to support consumer transparency and quality initiatives, and to support and promote patient and provider relations and provider network development.

11. Liability. Provider understands that all responsibility for the rendering of medical and all other services to Covered Persons is that of Provider. Nothing contained in this Agreement shall infringe upon or encumber the independent medical judgment of Provider. In addition, nothing in this Agreement shall shift any responsibility or liability of a medical provider under state or federal law for the quality of care rendered to Covered Persons to BCBSNE; nor shall BCBSNE be liable for the negligent, fraudulent, or dishonest acts or omissions of a Provider or its employees or agents in its provision of medical care to Covered Persons.

Provider agrees to provide written notice to BCBSNE within ten working days after receiving written notice that a Covered Person has commenced a lawsuit alleging negligence, malpractice, or other wrongdoing against Provider or after receiving written notice that a Covered Person intends to commence such a lawsuit (which notice, in the judgment of Provider, presents a substantial likelihood that such a lawsuit will be commenced). Provider agrees to provide to BCBSNE, copies of any such notice within ten working days of receipt of such notice from the Provider.

12. Insurance. Provider shall maintain adequate medical malpractice and/or liability insurance. Provider shall be considered adequately insured for malpractice if qualified under the Nebraska Hospital-Medical Liability Act. If Provider does not or elects not to qualify under the terms of the Nebraska Hospital-Medical Liability Act or other applicable state law or is ineligible to do so, then malpractice and/or liability coverage shall be maintained in a commercially reasonable amount consistent with BCBSNE credentialing standards.

Provider agrees to notify BCBSNE within five working days of any cancellation of insurance coverage required by this Agreement.

13. Reports of Quality of Care or Adverse Actions. Provider shall report to BCBSNE in writing any adverse action taken by a Hospital or licensing body against a professional with whom Provider employs or contracts with and is based on professional competence or professional conduct, including reducing, restricting, suspending, revoking, denying, or failing to renew clinical privileges that affect clinical privileges for a period of more than 30 days; or the acceptance of such action while such provider is under investigation or in return for not conducting an investigation relating to professional competence or professional conduct. An adverse action by a licensing body includes

revocation, suspension, censure, reprimand, probation, or surrender of a license to practice. In addition, Provider shall report to BCBSNE any significant organizational, ownership, operational, or quality of care events, including criminal indictment, guilty plea in criminal proceeding (other than a traffic violation) directly or indirectly involving Provider or any of its officers, administrators, physicians/health care professionals, or staff within their role with Provider, as well as any event that negatively affects public perception must also be reported. Any report to BCBSNE referred to under this section shall be made in writing to within ten working days of knowledge of the event.

14. Electronic Communication. Provider shall be responsible for checking BCBSNE's Policies and Procedures manuals (www.nebraskablue.com) on a regular basis and shall be required to comply with any updates to such Policies and Procedures. Notwithstanding anything to the contrary, Provider agrees to accept all notices and information regarding this Agreement, reimbursement amounts, and BCBSNE's Policies and Procedures electronically and to accept notices and information required under this Agreement through publication on BCBSNE's applicable website and/or provider portal.
15. Submission of Claims Data. Provider agrees to submit complete and accurate claims data or other information requested by BCBSNE that is necessary for BCBSNE to comply with its legal obligations under the Patient Protection and Affordable Care Act ("ACA"), including the risk adjustment issuer requirements under 45 CFR 153.610, in the manner and timeframe requested by BCBSNE.
16. Patient Safety and Quality Improvement. BCBSNE will contract with health care providers only if they meet the requirements of ACA Section 1311(h) regarding patient safety and quality improvement. Provider certifies that it meets the requirements of ACA Section 1311(h) regarding patient safety and quality improvement. In the event that Provider no longer meets the requirements of ACA Section 1311(h), BCBSNE may terminate the Agreement in accordance with Section IX.
17. Other Provisions. Provider agrees to comply with all applicable state and federal laws, including but not limited to provision of services and payment procedures.

SECTION IV: BCBSNE'S SERVICES AND RESPONSIBILITIES

BCBSNE and its employees, agents and representatives agree as follows:

1. Payment. BCBSNE will make payment to Provider for Medically Necessary Covered Services consistent with all applicable Nebraska and federal laws.
2. Marketing. BCBSNE agrees to publicize its Health Care Programs and its relationship with Provider as demonstrated by this Agreement where appropriate.
3. Certificate of Coverage. BCBSNE agrees to provide Covered Persons a summary plan description, contract or certificate of coverage that outlines the terms of the applicable Contract.
4. Covered Person Identification. BCBSNE may provide its Covered Persons with documentation (either physical or electronic) which, when presented, will advise Provider that the patient is a Covered Person under a Contract. This documentation need not include all information necessary to determine Covered Person's eligibility at the time services are rendered by Provider but shall include information necessary to submit an inquiry to review the terms of Covered Person's Contract, including applicable coinsurance, deductible, and co-payment. Provider acknowledges and agrees that possession of such identification document or ability to access eligibility information telephonically or electronically in and of itself, does not qualify the holder thereof as a Covered Person, nor does the lack thereof mean that the person is not a Covered Person.

5. Policies and Procedures Manuals. BCBSNE agrees to provide access to Policies and Procedure Manuals and to a BCBSNE representative to assist in the provision of information about BCBSNE's Policies and Procedures Manuals. BCBSNE may update and revise provisions of the Policies and Procedure Manuals by providing at least 30 days' notice to Provider prior to the effective date of any non-material revision and BCBSNE may accomplish notice of such changes through electronic publication in the Update Newsletter or other means. In the event of any direct conflict between the provisions of the Policies and Procedures Manuals and the provisions of this Agreement, the most specific and detailed provision shall control.
6. Health Care Reform. BCBSNE will comply with all provisions of ACA and implementing regulations and sub-regulatory guidance, including, but not limited to:
 - a. Network Adequacy and Provider Directory. BCBSNE will ensure that its network complies with the requirements of 45 CFR Section 156.230 as well as all network adequacy standards set forth in PHSA Section 2702(c). BCBSNE will provide information to enrollees and prospective enrollees on the availability of in-network and out-of-network providers in accordance with ACA Section 1311(c)(1)(B) and 45 CFR Section 156.230. Provider must notify BCBSNE within 10 business days if Provider stops accepting new patients.
 - b. Provider Nondiscrimination. BCBSNE will not discriminate with respect to plan participation or coverage against any health care provider acting within the scope of that provider's license or certification under applicable state law, in accordance with PHSA Section 2706.
 - c. Disclosure to HHS and Public Availability of Transparency Information. BCBSNE will comply with all transparency in coverage reporting requirements and cost-sharing disclosure requirements under ACA Section 1311(e)(3) and PHSA Section 2715A.
 - d. Required Reporting of Care Quality and Wellness Activities. BCBSNE will comply with all quality of care reporting requirements under PHSA Section 2717.

SECTION V: PAYMENT PROCEDURE

1. Payment. In exchange for following the terms of this Agreement, BCBSNE agrees to reimburse the Provider for Covered Services according to the terms of this Agreement and the Policies and Procedures Manual.
2. Acceptance of Payment. Provider agrees to accept the reimbursement amount provided by this Agreement, together, if applicable, with Copayments, Deductibles or Coinsurance as payment in full for Covered Services. Provider may collect the Copayment, Coinsurance, Deductible and, where permissible, Charges for Noncovered Services directly from the Covered Person, or person responsible for the Covered Person.
3. Hold Harmless. Provider will not bill or collect any amount from the Covered Person, or anyone responsible for the Covered Person, for services BCBSNE determines are not payable to Provider, including but not limited to services that are not Medically Necessary, Investigative or not Scientifically Validated or for inpatient admissions where Provider fails to obtain such pre-service determination required by the applicable Contract.
4. Balance Billing. Provider may collect for services where benefits are denied as Non-covered, not Medically Necessary, Investigative or not Scientifically Validated, if there was no medical policy published by BCBSNE at the time of service concluding that such care is considered Investigative or not Scientifically Validated and prior to the service being provided, the Provider has advised the Covered Person in writing, and the Covered Person has agreed in writing, to be responsible for the payment up to providers' rate of Billed Charges. Provider shall obtain written agreement from the

Covered Person as described in the Policies and Procedures Manuals. If written agreement cannot be obtained, verbal notification may be given by the Provider and must be documented in the patient's medical records at the time such notification is given.

5. Patient termination. Provider will have the right to terminate a patient relationship with a Covered Person who becomes abusive, noncompliant clinically or financially or, in the professional judgment of Provider, is not following the professional guidelines for health care services as directed by Provider. Provider may also terminate and/or initiate collection efforts, including but not limited to a lawsuit against Covered Person, for non-payment of amounts rightfully due Provider under this Agreement.
6. Coordination of Benefits. When the Covered Person has another source of benefits, Provider and BCBSNE agree that the following Coordination of Benefits rules shall apply to collection:
 - a. When BCBSNE is primary, BCBSNE shall pay benefits as if the other plan did not provide benefits.
 - b. When BCBSNE is secondary, unless otherwise provided by the Contract or state law:
 - i. BCBSNE's benefits will be determined after those of the other plan and may be reduced because of the other plan's benefits.
 - ii. Payment will not be made for any amount for which the Covered Person is contractually held harmless by either plan.
 - iii. Payment between the plans shall not exceed the amount BCBSNE would have paid had it been primary.
7. Refunds. Provider agrees to refund to BCBSNE any amount paid in excess of that to which Provider is entitled pursuant to the terms of this Agreement. In the event of excess payment for any reason BCBSNE may, in addition to any other remedy, recover the same by offsetting the amounts overpaid against current and future amounts due and/or seek refund of the amount in controversy. BCBSNE will not initiate refund processes more than 18 months from the date of any payment under this Agreement; provided, however, that no time limit shall apply to the initiation of refund requests based on a reasonable belief of fraud, abuse, or other intentional misconduct if required by a state or federal government program, or if another payor is involved in the claim, such as claims involving the coordination of benefits, subrogation or right of reimbursement and workers' compensation coverage.
8. Duplicate Coverage. Provider agrees to follow procedures for identification of Covered Persons with accidental injuries and any work-related injury or illness or with other health care insurance and to notify BCBSNE of all such duplicate coverage by so indicating on claim forms as provided by BCBSNE.
9. Supersede Other Agreements. This Section shall be construed for the benefit of Covered Persons and shall supersede any oral or written agreement now existing between Provider and a Covered Person while the Covered Person's applicable Contract is in effect. This provision shall survive termination of this Agreement for Covered Services rendered while this Agreement is in effect.
10. No benefits that are not Covered Services. No benefits are payable by BCBSNE pursuant to this Agreement which are not otherwise payable by the Covered Person's applicable Contract.

SECTION VI: NETWORK MANAGEMENT

1. Credentialing. Provider agrees to follow BCBSNE's credentialing and recredentialing process for Network Providers within its employ or under contract.
2. Licenses. Provider himself/herself/itself agrees to and agrees to require all health care providers under its employ, under a contract, or under its control to maintain any required licenses or certificates necessary to deliver health care services in their jurisdiction.

3. Termination for Failure to Meet Provider Eligibility Requirements. BCBSNE will require termination of a Provider for purposes of this Agreement if such provider
 - a. submits a pattern of claims which willfully and intentionally misrepresents the services provided or the charge for such service, or demonstrates a pattern of fraud, waste, or abuse;
 - b. no longer maintains the applicable unrestricted state or federal license;
 - c. no longer provides services to patients within the State of Nebraska; or
 - d. is convicted of a felony or is expelled or suspended from the Medicare or Medicaid programs (Title XVIII or XIX of the Social Security Act).
 - e. Subject to applicable laws, such Provider may be given an opportunity to enter into and complete a corrective plan of action, except in cases of fraud or imminent harm to patient health or when the Provider's ability to provide services has been restricted by action, including probation or any compliance agreement, by the Nebraska Department of Health or other governmental agency before BCBSNE would terminate a physician or other health care professional.
4. Confidentiality of Patient Information. Provider and BCBSNE agree that all medical information about Covered Persons shall be kept confidential in accordance with state and federal law, including but not limited to, and to the extent applicable, Neb. Rev. Stat. §44-4110.01 and federal regulations at 42 C.F.R. Part II.

SECTION VII: INDEMNIFICATION AND INDEPENDENT CONTRACTORS

1. Relationship of Parties. Provider and BCBSNE are independent contractors to each other, and are not employees, representatives or agents of the other, or joint venturers or partners therewith.
2. Provider's Indemnity of BCBSNE. Provider shall indemnify and hold BCBSNE harmless for any claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from any act or omission by Provider, or any respective employees, agents, or representatives in providing Covered Services pursuant to the provisions of this Agreement, or arising out of and incurred in connection with the performance or omission of an act or responsibility pursuant to this Agreement, including criminal, fraudulent, negligent or dishonest acts or omissions of Provider, or any respective employees, agents, or representatives.
3. BCBSNE Indemnity of Provider. BCBSNE shall indemnify and hold Provider harmless for any claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from any act or omission by BCBSNE or any employees, agents, or representatives arising out of and incurred in connection with the performance or omission of an act or responsibility pursuant to this Agreement, including criminal, fraudulent, negligent or dishonest acts or omissions of BCBSNE or its employees, agents, or representatives.

SECTION VIII: EFFECTIVE DATE AND TERM:

Effective Date and Term. This Agreement shall become effective on the date indicated herein or on the date BCBSNE signs the Agreement (the "Effective Date"). This Agreement shall remain in effect for one year from the Effective Date and thereafter will continue until terminated in compliance with the terms of this Agreement.

SECTION IX: MODIFICATION AND TERMINATION:

1. Entire Agreement. This Agreement consists of this document, all Addendums, Attachments, and Schedules and all applicable Policies and Procedures Manuals and Update Newsletters. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the Contract or other subject matters of this Agreement and not expressly set forth in this Agreement or

in a modification of this Agreement are of no force or effect, including but not limited to prior provider agreements signed by Provider.

2. Modification.

- a. Provider shall comply with applicable BCBSNE written Policies and Procedures Manuals, as published and modified by BCBSNE from time to time as discussed above.
- b. Payment rate adjustments and other material modifications to this document made by BCBSNE, excluding changes to the Policies and Procedures Manuals, will be provided to the Provider no less than 60 days prior to their effective date. In the event such modification is not acceptable to the Provider, this Agreement may be canceled by the Provider by giving 60 days written notice of cancellation to BCBSNE. Provider shall comply with the change on the date the change becomes effective and payment rate adjustments will be applied to claims for Covered Services on and after the effective date if this Agreement is still in effect.
- c. BCBSNE may unilaterally amend this Agreement to comply with any applicable state, federal, or local statutory or regulatory requirement. BCBSNE will provide 30 days notice of any such amendment, unless shorter notice is necessary to accomplish regulatory compliance.

3. Termination for Cause. Either party may terminate this Agreement after providing sixty (60) days written notice if the other party commits a material breach of the Agreement and, after written notice by the other party, such breach is not cured within 30 days.

4. Effect of Invalidity/Unenforceability. In the event that a provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction, and its removal or modification to comply with state or federal law has the effect of materially altering the obligations of either party in such manner as in the judgment of the party affected (a) will substantially disrupt and hamper the mutual efforts of the parties to maintain a cost effective means of delivery of health services, or (b) will cause such party to act in violation of its corporate Articles of Incorporation or Bylaws, the party so affected shall have the right to terminate this Agreement with sixty (60) days prior written notice to the other party after such determination is made.

5. Voluntary Termination. Either party may terminate this Agreement at any time with no cause by written notice. Termination shall be effective one-hundred and twenty (120) days from the date of such written notice.

6. Survival of Certain Provisions. Provider and BCBSNE agree that certain provisions of this Agreement shall survive termination to the extent that the language and the intent of those provisions is necessary to guide the parties in addressing issues which may arise following termination concerning the rights and obligations of the parties under this Agreement. Following termination, each party will remain responsible for obligations or liabilities undertaken during the time the Agreement is in effect and each party will cooperate to promptly resolve any outstanding financial, administrative, or patient care issues remaining at the date of termination. In no event shall such survival of provisions extend beyond state or federal requirements.

7. Continuity of Care. In the event a Covered Person is receiving care as of the date a termination of this Agreement takes effect, Provider will continue to render Covered Services to the Covered Person, and this Agreement shall continue to apply to those Covered Services, after the termination takes effect for the length of time indicated below:

- a. Inpatient Covered Services: 30 days or until discharge, whichever comes first;
- b. OB-GYN services: through delivery for any patient with a documented high risk pregnancy or in the second or third trimester through six weeks following delivery;

- c. Surgical Cancer Treatment: through post-operative care or for 30 days, whichever comes first;
- d. Non-surgical Cancer Treatment: 30 days or a complete cycle of radiation or chemotherapy, whichever is greater;
- e. End Stage Kidney Disease and Dialysis: 30 Days;
- f. Symptomatic AIDS undergoing active treatment: 30 Days;
- g. Recent Bone Marrow or Organ Transplant prior to the termination date: 90 Days post operative;
- h. Mental Health and Substance Abuse Treatment commencing prior to termination date: 30 Days;
- i. Circumstances where BCBSNE is required by applicable law to provide transition coverage of services rendered by Provider after Provider leaves the provider network accessed by BCBSNE.

BCBSNE may periodically update and revise its Continuity of Care provisions in the Policies and Procedure Manual in accordance with the terms of this Agreement.

8. Insolvency Termination. This Agreement shall automatically terminate, and BCBSNE shall make best efforts to give 10 days notice period of such termination to Provider, or other action by either party hereto for any of the following reasons, unless Provider agrees in writing within ten (10) days after the occurrence of an event described hereinafter to continue the term of the Agreement:
- a. BCBSNE is not in compliance with a Financial Reserve Requirement, which shall mean for the purposes of this Agreement any reserve requirement, asset requirement, tangible net equity requirement, net equity requirement, or similar financial requirement, applicable to BCBSNE under law, regulations or governmental agency or regulatory authority having jurisdiction over BCBSNE's operations.
 - b. A governmental regulatory authority or agency having jurisdiction over BCBSNE's operations provides BCBSNE with written notice of a determination, assertion, allegation or contention that BCBSNE is not in compliance with a Financial Reserve Requirement, notwithstanding that BCBSNE may dispute, disagree with or otherwise question such determination, assertion, allegation or contention. Such termination shall be retroactive to the date of the regulatory authority's notice.
 - c. If BCBSNE has an agreement or treaty for reinsurance or an agreement for insolvency insurance, and such agreement is canceled or not renewed; provided, however, that this provision shall not apply if a replacement policy or agreement is obtained in effect before the expiration or the effective date of cancellation or nonrenewal of the reinsurance or insolvency insurance policy or treaty.
9. Nonpayable. BCBSNE may designate Provider as nonpayable if Provider does not meet BCBSNE's licensing, credentialing or eligibility criteria or if BCBSNE has a reasonable belief that Provider has engaged in fraud, waste, abuse, or other intentional misconduct. Provider will not receive payment for services rendered while in nonpayable status.

SECTION X: GENERAL PROVISIONS;

1. Assignment and Delegation. This Agreement shall inure to the benefit of and shall bind the successors of either party to the Agreement, but Provider shall not assign or transfer its duties or obligations under this Agreement without the written consent of BCBSNE. Any attempt to make such assignment in violation of this provision shall be null and void.
2. Severability. If any provision of this Agreement or the application thereof shall be held to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of it shall not be affected and shall remain enforceable to the fullest extent permitted by law.

3. Section Headings and Construction of Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Notwithstanding the general rules of construction, both BCBSNE and Provider acknowledge that both parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.
4. Waiver. Neither the failure nor any delay on the part of either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
5. Confidentiality. Provider and BCBSNE agree that the terms and conditions of this Agreement are confidential, and the parties agree to take all reasonable precautions to prevent the unauthorized disclosure of the terms hereof, except as may be required by applicable law. However, BCBSNE may choose to release reimbursement rates or fee schedule information to Network Providers, customers, Covered Persons, and their agents.

In addition, Provider agrees to comply with all Blue Cross Blue Shield Association (BCBSA) policies regarding the access, use, and transfer of BCBSA and/or another Blue Cross Blue Shield Licensee's confidential information, including data. Provider agrees to: (1) limit the use of confidential information strictly for the purpose for which it was disclosed and limit the disclosure of confidential information to the minimum necessary to fulfill the purpose for which it was disclosed; (2) not use, distribute, exploit or re-sell confidential information in whole, or in part, for Provider's own benefit, or that of any third party; (3) destroy, or return, confidential information to BCBSNE upon conclusion of the purpose for which the confidential information was disclosed; (4) notify BCBSNE if Provider's ownership changes; (5) not co-mingle the released confidential information with other employer or third-party information; and (6) not aggregated confidential information into de-aggregate confidential information so as to identify the disclosing party, or a licensee of BCBSA. BCBSNE may request a limited audit solely for the purpose of ensuring compliance with the above limitations. Such audit shall be undertaken not more than annually.

6. Governing Law. This Agreement shall be governed by the laws of the State of Nebraska. The venue for any actions shall be a court with appropriate jurisdiction in Douglas County, Nebraska.
7. Notices. All notices, requests, demands and other communications not accomplished electronically by e-mail or published on BCBSNE's applicable website may be accomplished by mailing notice to the following:
 - i. If to Provider: Attention: Mailing address on file with BCBSNE
 - ii. If to BCBSNE: Attention: Blue Cross and Blue Shield of Nebraska,
Vice President, Health Network Services

Either party may change the person or address for receipt of notice upon providing notice as described herein to the other party.

8. Status of BCBSNE and Provider. Both parties hereby expressly acknowledges its understanding that this Agreement constitutes a contract between each other, that BCBSNE is an independent corporation operating under a license with the Blue Cross and Blue Shield Association (BCBSA), an association of independent Blue Cross and Blue Shield Plans, permitting BCBSNE to use the Blue Cross and Blue Shield Service Marks in the State of Nebraska, and that BCBSNE is not contracting as the agent of BCBSA. Both parties further acknowledge and agree that they have not entered into this Agreement based upon representation by any person other than the named party, and that no person, entity, or organization other than named party shall be held accountable or liable to the other party for any of its obligations to the other party created under this Agreement.

This Section shall not create any additional obligations whatsoever on the part of either party other than those obligations created under other provisions of this Agreement.

9. Effect on Other Agreements. This Agreement shall have no effect on Provider's participation in health insurance programs of BCBSNE other than covered programs under this Agreement.
10. Non-Exclusivity. Nothing in this Agreement shall preclude Provider from contracting with any other preferred provider organization, health maintenance organization, insurer, payer of health care services or other health delivery or insurance programs, whether before, during or subsequent to the term of this Agreement. Nothing in this Agreement shall preclude BCBSNE from contracting with any provider or provider organization, whether before, during, or subsequent to the term of this Agreement.
11. Obligations of Provider. Notwithstanding any other provisions of this Agreement, wherever in this Agreement there is a reference to an obligation of Provider, this obligation extends to Provider's employees, agents, representatives, and individuals under its control for any reason, and Provider agrees to adopt such policies and procedures to ensure those persons agree to perform the duties and obligation contained in this Agreement.
12. Force Majeure. Neither party shall be liable or responsible to the other for any delay or failure to perform any of its obligations under this Agreement due to events of force majeure including, without limitation, acts of God or the public enemy, riots, wars, hostilities, labor unrest or any other cause beyond the reasonable control of the party claiming the event of force majeure. If a force majeure event occurs, the party claiming force majeure shall promptly give notice thereof to the other party and shall use its best efforts to perform its obligations under this Agreement despite the force majeure event.
13. Compliance with Laws. The parties agree that this Agreement shall be compliant with all applicable state and federal laws.
14. Dispute Resolution. Provider and BCBSNE agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Any problem, dispute, or claim arising under this Agreement and/or concerning the terms of this Agreement, other than a Utilization Review decision, that is not resolved after a good faith attempt shall be arbitrated under the Commercial Rules of the American Arbitration Association (AAA), unless otherwise mutually agreed in writing by BCBSNE and Provider. The parties agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. As a result, there shall be no right or authority of the parties to litigate a problem, dispute, or claim in court or have a jury trial on that claim. The parties shall share equally the fees and costs of such arbitration.

Further, Provider shall have no right or authority to pursue any problem, dispute, or claim arising under this Agreement and/or concerning the terms of this Agreement in any way whatsoever, whether by arbitration or otherwise, brought in a class action or purported representative capacity on behalf of itself/himself/herself, the general public or others similarly situated.

The undersigned represents and warrants that he or she is authorized to negotiate and execute provider agreements, including this Agreement, on behalf of the providers practicing in this provider group and TIN and to bind those providers to the terms and conditions of this Agreement.

PROVIDER

BLUE CROSS AND BLUE SHIELD OF NEBRASKA

Signature

By _____

(Please Type or Print Name & Title)

Dwayne M. Asche
VP, Health Network Services

Tax Identification Number

Mailing Address: P.O. Box 3248
Omaha, NE 68180-0001

Address

Date: _____

City State Zip Code

Date

ATTACHMENTS

Attachment I: Policies and Procedures Manual (published at www.nebraskablue.com)

Attachment II: Reimbursement for each Network.

Attachment III: Provider Information Form

Attachment IV: Patient Centered Medical Home (if applicable)

Attachment V: (Reserved)

Attachment VI: (Reserved)



**ATTACHMENT II
Professional Fee Schedule / Reimbursement Terms
Effective Date: 7/1/2021**

This Attachment sets forth the Contracted Amounts BCBSNE will reimburse PROVIDER for Covered Services under the Provider Agreement and establishes participation for PROVIDER in the following BCBSNE provider networks and products only, hereinafter referred to as "Products": Network BLUE, a preferred provider organization, for dates of service July 1, 2021 and thereafter. Updates to the fee schedule will be communicated to PROVIDER at least 60 days prior to each July 1st. A copy of an updated fee schedule is available to PROVIDER on BCBSNE's provider portal.

BCBSNE agrees to reimburse PROVIDER the lesser of the Contracted Amount or the Charges for Covered Services based on the terms set forth in this Attachment. The Contracted Amount for any Covered Service will be reduced by the Covered Person's liability of any Copayment, Deductible and/or Coinsurance.

PROFESSIONAL SERVICES: Network BLUE:

The Contracted Amount for Covered Services provided by PROVIDER under the **Network BLUE** provider network shall be as follows:

DEFINITIONS

Resource-Based Relative Value Schedule (RBRVS): A set of relative values assigned to CPT and HCPCS procedures and services by the Center for Medicare and Medicaid Services (CMS), updated annually. If a particular CPT code has not been assigned relative values by CMS in the year 2020, and no other fee schedule amount has been set by BCBSNE, relative values assigned in the newest version of CMS or by Optum360 and published annually in the Essential RBRVS publication will be used.

CONTRACTED AMOUNT

With the exceptions noted below, the Contracted Amount shall be calculated using the following formula:

<u>Description</u>	<u>Code Range</u>	<u>Percent of CMS published Jan 2020</u>
Surgery	10000 – 69999	183%
Radiology	70000 – 79999	180%
Clinical Lab	80000 – 89999	144%
Medicine	90800 – 99200, 99500 - 99999	183%
E & M	99201 – 99499	183%

The CPT and HCPCS codes are updated quarterly. Please see BCBSNE's provider portal for a complete listing.

EXCEPTIONS TO THE CONTRACTED AMOUNT

Anesthesia Services

The Contracted Amount for anesthesia services will be established using the following formula:

Base units (per American Society of Anesthesiologists (ASA) 2020 Relative Value Guide) plus
Time units (based on 15 minute time increments)

The conversion factor will be **\$66.12**

For anesthesia related to obstetrical services, the Contracted Amount shall be the following fee amounts:

<u>CPT Code</u>	<u>Description</u>	<u>Rate</u>
01960	Anes for vaginal delivery	\$537.23
01961	Anes for c-section	\$716.31
01967	Neuraxial labor Anes/analgesia	\$955.08
01968	Anes for c-section after neuraxial	\$358.16
01996	Daily hosp mgmt of epidural drug	\$238.77

Site of Service

For claims submitted with place of service 19, 21, 22, 23, 24, 31, 51, 53, or 61, the Contracted Amount will be at the respective service category percentages of 2020 CMS facility fees listed above.

The following procedure codes will be reimbursed at the non-facility allowance: 26055, 36475, 36478, 36561, 37224, 37225, 37226, 37229, 37238, 43235, 43239, 43249, 45378, 45379, 45380, 45381, 45382, 45384, 45385, 45386, 45388, 45389, 45390, 45391, 45392, 45393, 45398, 52332, 54150, 58563.

Office-Administered Medications / Immunizations

BCBSNE publishes a single ASP fee schedule every quarter. These fee schedules are posted on BCBSNE's provider portal. CMS lists their ASP allowances on the CMS website at approximately 106% of CMS ASP. BCBSNE divides the CMS allowances by 1.06 to determine 100% of CMS ASP. BCBSNE then multiplies these amounts by the applicable percentage in the tiered reimbursement identified below to arrive at BCBSNE's ASP allowances.

The Contracted Amount for Office-Administered Medications and Immunizations (All J codes, P codes: P9010-P9011, P9041, P9043, P9045-P9048, P9099, CPT codes 90000 - 90749 with the exception of 90460, 90461, 90471, 90472, 90473 and 90474, and Q0138-Q0139, Q0140-Q0199, Q2000-Q3999, Q4070-Q4085, Q5101, Q5103-Q5110, Q9950-Q9992) will be calculated by BCBSNE based on the following:

- o The following Tier 1 drug allowances are set at 130% of BCBSNE's ASP, which are reviewed quarterly and updated as needed. Please see BCBSNE's provider portal for a complete listing.

J0610	J1626	J9030	J9144	J9227	J9299	J9325	Q5101
J0641	J1930	J9033	J9145	J9228	J9301	J9328	Q5107
J0642	J2270	J9034	J9153	J9229	J9302	J9330	Q5108
J0881	J2353	J9035	J9173	J9245	J9303	J9352	Q5111
J0885	J2469	J9036	J9176	J9262	J9305	J9354	Q5113
J0894	J2505	J9041	J9177	J9264	J9306	J9355	Q5114
J0897	J2562	J9043	J9179	J9266	J9308	J9356	Q5115
J1190	J2796	J9044	J9203	J9269	J9309	J9358	Q5116
J1442	J3240	J9047	J9204	J9271	J9311	J9395	Q5117
J1453	J9017	J9055	J9205	J9280	J9312	J9400	Q5118
J1557	J9022	J9070	J9207	J9281	J9313	Q2043	Q5119
J1568	J9023	J9098	J9210	J9285	J9315	Q2049	Q5120
J1569	J9025	J9119	J9214	J9295	J9317	Q2050	Q9967

- o The following Tier 2 drug allowances are set at 600% of BCBSNE's ASP, which are reviewed quarterly and updated as needed. Please see BCBSNE's provider portal for a complete listing.

J0640	J2920	J9065	J9181	J9209	J9267
J0834	J2930	J9100	J9185	J9211	J9293
J1100	J3489	J9130	J9190	J9217	J9351
J1650	J9000	J9150	J9201	J9218	J9360
J1652	J9040	J9155	J9202	J9250	J9370
J1720	J9045	J9171	J9206	J9260	J9390
J2405	J9060	J9178	J9208	J9263	

- o All other drugs that have an ASP rate are set at 120% of BCBSNE's ASP.
- o For drugs that do not have an ASP rate, reimbursement will be at 83% of the average wholesale price as determined by the NDC for the product as contained in the MediSpan drug file database.

Updates to the Contracted Amount for Office-Administered Medications, Immunizations, and Toxoids will be implemented by BCBSNE within 30 days of BCBSNE's notification of quarterly changes to ASP rates. Items not having changes to ASP rates will be updated periodically by BCBSNE to reflect changes in the average wholesale price. BCBSNE's ASP fee schedules are posted on BCBSNE's provider portal.

Level II HCPCS

Contracted Amounts for all level II HCPCS (with the exception of Office-Administered Medications and Immunizations) are determined by BCBSNE using the CMS fee schedule, the ASP fee Schedule and BCBSNE market rates.

HCPCS Level II Codes which have been identified by the AMA in CPT and HCPCS publications to replace a valid CPT code with a valid HCPCS Level II code will be categorized to the appropriate CPT service category (Surgery, Radiology, Clinical Lab, Medicine or E&M).

Contracted Amounts for HME/Infusion can be identified in BCBSNE's HME/Infusion fee schedule. This fee schedule is available on BCBSNE's provider portal.

HME/Home Infusion Fee Schedule

Contracted Amounts for HME/Infusion can be found in BCBSNE's HME/Infusion fee schedule on Navinet. For infusion services that have an ASP rate, BCBS will reimburse the provider at 87.5% of the ASP rate. For non-drug items, an invoice will be required.

The Contracted Amount will be the lesser of 35 percent above the provider's cost or manufacturer's retail price, less 15 percent. For drugs that do not have an ASP, reimbursement will be at 83% of the average whole sale price as determined by the NDC for the product as contained in the MediSpan drug file data base. When an NDC number is not valid a cost invoice may be submitted for pricing.

Mid-Level Differential

BCBSNE will reimburse all Covered Services performed or provided by mid-level professionals at eighty five percent (85%) of the applicable Physician Contracted Amount except for the codes listed below.

Covered Services for the following codes will be reimbursed at one hundred percent (100%) of the applicable physician Contracted Amount, regardless of whether they are submitted under the provider identification of a mid-level professional or a physician:

<u>Description</u>	<u>Code Range</u>
Radiology	70000 – 79999
Lab	80000 – 89999
Rx	All J codes, P codes: P9010-P9011, P9041, P9043, P9045-P9048, P9099, CPT codes 90000-90749, and Q0138-Q0139, Q0140-Q0199, Q2000-Q3999, Q4070-Q4085, Q5101, Q5103-Q5110, Q9950- Q9992

All Level II HCPCS Codes

The CPT and HCPCS codes are updated quarterly. Please see BCBSNE's provider portal for a complete listing.

Level II Mental Health Providers

The Contracted Amount for the Level II providers shall be sixty five percent (65%) of the Contracted Amount for physicians.

Level III Mental Health Providers

The Contracted Amount for the Level III providers shall be forty four percent (44%) of the Contracted Amount for physicians.

Physical Therapy and Occupational Therapy

BCBSNE will reimburse all Covered Services performed or provided by physical therapists and occupational therapists at seventy five percent (75%) of the applicable Physician Contracted Amount.

NEW CODES

At the beginning of each calendar year, new CPT codes identified by CMS with a rate in the newest version of RBRVS or Optum360's Essential RBRVS will be priced by BCBSNE as soon as the rate can be established in BCBSNE's system. New codes that do not have a rate identified by CMS will be priced according to the Default Code Assignment/Schedules section below. BCBSNE will not perform a fee schedule update mailing to communicate new codes and allowances. Periodic updates of new codes and their allowances will be posted to BCBSNE's provider portal. Claims processed prior to the change being implemented by BCBSNE will not be reprocessed unless otherwise required by law.

DEFAULT CODE ASSIGNMENT/SCHEDULES

In the event CPT, ASA or HCPCS codes do not have a relative value assigned to it by CMS, Optum360's Essential RBRVS, or an allowance otherwise established by BCBSNE, the Contracted Amount shall be Charges for Covered Services less fifty percent (50%).

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
5/3/2022

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

SUBJECT:

CIP Project Equipment and Service Plan Purchase

SYNOPSIS/BACKGROUND:

The Department has two projects to complete utilizing the CIP. The first is the Camera System upgrade to 1510 Wall Street with interior and exterior Cameras, with a 5-year service plan with SEI. The second project will finish the License Plate Reader adaptation, finalizing the infrastructure and connectivity with a Cox 5-year service plan.

FISCAL IMPACT: \$137,693.82 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: SEI and Cox Communications

CONTRACT EFFECTIVE DATE: CONTRACT TERM: 5 Years CONTRACT END DATE: 05/04/2027

PROJECT NAME: Technology and Communication

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

CIP PROJECT NAME: Communications Equipment CIP PROJECT NUMBER: PO 22 (4)

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

ACCOUNTING DISTRIBUTION CODE: CIP PO 22 (4) ACCOUNT NUMBER: 7140

RECOMMENDATION:

Recommend approval to sign the contract with SEI and Cox and purchase goods and services from additional vendors, not to exceed \$137,693.82

ATTACHMENTS:

- | | | |
|----------------------------------|--------------------------------|---------------------|
| 1. SEI Contract and Service Plan | 2. Cox Cable Fiber Contract | 3. TJ Cable Service |
| 4. Graybar Quote | 5. Commonwealth Electric Quote | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Your Safety Is Our Business
secure • monitor • connect

City Of Bellevue-City Hall

Camera System Upgrade Maintenance Agreement

62135-2-0
Dated: 4/22/2022

Prepared for:
Captain Tom Dargy

Prepared by: Robb Walker • Major Accounts Executive
rwalker@seisecurity.com • seisecurity.com
2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Bellevue-City Hall

Site: 1510 Wall Street
Bellevue, NE, 68005

Contact: Captain Tom Dargy | TBD | TBD@TBD.com



Proposal #: 62135-2-0
Dated: 4/22/2022

Camera System Upgrade Maintenance Agreement

Scope of Work

SEI to provide SEI maintenance on the following equipment to include the upgraded video management system (VMS) and ALL exterior an interior cameras.

Total 5-Year Contract Term Amount will be: \$33,180.00

Below are the exterior camera locations and the camera to be maintained:

Southeast Corner- Upgrade to MultiView Camera (4 x 5MP Cameras)

Northeast Corner- Upgrade to MultiDirectional Camera (2 x 2MP Cameras)

North side- Upgrade 3 locations, northwest corner and two middle north cameras to 2MP Cameras.

South side- Upgrade southwest corner and middle south to 5MP cameras.

The interior evidence processing fisheye table camera will be upgraded to a interior 2MP camera and relocated to the west wall and look east to view the processing table and have the rolling files in the background.

All existing interior cameras will remain and will be given new VMS camera licenses.

All upgraded exterior cameras will get new MVS licenses.

SEI to provide and maintain the server. All equipment (both new and existing) will be covered under the SEI maintenance plan.

SEi GOLD MAINTENANCE

SEi Gold maintenance protection Monday-Friday, 8:00am-5:00pm (excluding SEi holidays), any loaner equipment if needed, replacement equipment is covered by this agreement.

On-site maintenance service does not include electrical work external to the equipment, repair or damage or replacement of parts resulting from failure of electrical power or air conditioning, catastrophe or other "acts of God" such as lightning, accident, neglect, misuse of equipment, unauthorized modifications or repair of the equipment by the customer or his agent, services requested outside of the hours and days listed above, relocation, or reinstallation of equipment.

Prepared by: Robb Walker • Major Accounts Executive

rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Bellevue-City Hall

Site: 1510 Wall Street
Bellevue, NE, 68005

Contact: Captain Tom Dargy | TBD | TBD@TBD.com



Proposal #: 62135-2-0
Dated: 4/22/2022

Schedule of Protection

Exterior Southeast MultiView
Exterior Northwest MultiDirection
Exterior Single 2MP
Exterior Single 5MP
Interior Camera License and Base License
Replace and relocate evidence camera
Server

Investment Summary

Deposit Due in Advance	\$0.00
Balance Due Upon Completion	\$0.00
Monthly Recurring	\$553.00
Total Proposal Amount	\$0.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Commercial Installation and Service Agreement

THIS AGREEMENT is made April 22, 2022, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEI") and City Of Bellevue-City Hall. Location of Customer's premises 1510 Wall Street, Bellevue, NE 68005.

Subject to the terms and conditions hereinafter set forth, SEI agrees to sell, and provide (PMA Maintenance, Commercial Gold CCTV Maintenance, PMA Maintenance, Commercial Gold CCTV Maintenance, PMA Maintenance, Commercial Gold CCTV Maintenance, PMA Maintenance, Commercial Gold CCTV Maintenance, PMA Maintenance, Commercial Gold CCTV Maintenance, Commercial Gold CCTV Maintenance, Commercial Gold CCTV Maintenance,) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEI, Customer shall, at its sole cost, promptly and without demand return the System to SEI at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEI of all ordinances or local policies of Proper Authorities that may affect SEI's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEI for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEI the sum of: \$0.00 plus tax, if applicable
Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEI the sum of \$553.00 plus tax, if applicable per month for the lease or purchase of the system. PMA Maintenance, Commercial Gold CCTV Maintenance, PMA Maintenance, Commercial Gold CCTV Maintenance, PMA Maintenance, Commercial Gold CCTV Maintenance, PMA Maintenance, Commercial Gold CCTV Maintenance, PMA Maintenance, Commercial Gold CCTV Maintenance, Commercial Gold CCTV Maintenance, Commercial Gold CCTV Maintenance, included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEI invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEI

Submitted By: Robb Walker
Approved By: _____
Date: _____

City Of Bellevue-City Hall

Signature: _____
Date: _____
Print Name: Captain Tom Dargy
Title: _____
Email: TBD@TBD.com



Terms & Conditions

1. **Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
2. **Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
3. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
4. **Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
5. **Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
6. **Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
7. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
8. **Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
9. **Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
10. **SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
11. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
12. **Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
13. **Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer; provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

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G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

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A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

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B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgements, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____



Cox Account Rep:	Matt Forman	Cox System Address:	
Phone Number:	402-934-1173		401 N 117th St
Fax Number:	877-873-5036		Omaha, NE 68154

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of Bellevue - Police Camera	Full Name:	Steve Betts
Street Address:	1403 FORT CROOK RD N	Billing Contact:	402-293-3153
City/State/Zip:	Bellevue, NE 68005	Fax:	
Billing Address:		Contact Number:	402-293-3153 Ext- 0
City/State/Zip:		Email Address:	sbetts@bellevue.net
Cox Account #:	132-0000000-00		
Merge Bill	No		

Taxes and Fees Not Included

Service Address: 1403 FORT CROOK RD N, Bellevue, NE, 68005						Phone: 402-293-3153	
						Cox Account ID: 132-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Fiber Internet 20 Mbps - Sym		1	\$165.00	60	New	\$165.00	
Static IPv4 LAN Address Block - /30		1	\$15.00	60	New	\$15.00	
Cox Fiber Internet Installation		1	\$250.00				\$250.00
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for City of Bellevue - Police Camera:	MRC:	\$180.00	NRC:	\$250.00	Equipment Cost:	\$0.00	

Service Address: 10506 S 15th ST, Bellevue, NE, 68123						Phone: 402-293-3153	
						Cox Account ID: 132-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Fiber Internet 20 Mbps - Sym		1	\$165.00	60	New	\$165.00	
Static IPv4 LAN Address Block - /30		1	\$15.00	60	New	\$15.00	
Cox Fiber Internet Installation		1	\$250.00				\$250.00
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for City of Bellevue - Police Camera:	MRC:	\$180.00	NRC:	\$250.00	Equipment Cost:	\$0.00	

Totals for all Accounts :	MRC:	\$360.00	NRC:	\$500.00	Equipment Cost:	\$0.00	
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Each Intersection is \$180^{ea} a month x 60 months = 10,800^{ea} x 2 = 21,600
 + 500
 Total: 22,100^{ea}

Special Conditions

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



TJ Cable & Underground SVCS
Box 563
Gretna, Ne 68028

Quote #tj2022-1053

City of Bellevue

Scope Letter/Quote for fiber conduit installation
15th and Cornhusker / Chandler and Ft. Crook intersections

mobilization	1 each
directional bore/place (1) 1" & 1 (2)" hdpe & associated pvc sweeps & coup	954 ft
supply above conduit	954 ft
Hard surface utility potholing - includes backfill & pourback	1 as necessary
soft surface utility potholing - includes backfill	1 as necessary
concrete removal & replacement	1 as necessary

assumptions

no permits required due to work for the city
engineering if any required by others

exclusions

staking

p&p bond(can be provided for 1.5%)

permits

private locates/costs associated with damage to unmarked private utilities

engineering

Lump sum \$ 32,375.00

Tyler Volk

Manager

Tj Cable & Underground svcs



8170 LACKLAND RD
 SAINT LOUIS MO 63114-4524
 Phone: 314-573-2000
 Fax: 314-573-0000

To: CITY OF BELLEVUE
 1500 WALL ST
 BELLEVUE NE 68005-5237
 Attn: steven wisnieski
 Phone: 111-111-1111
 Fax:
 Email: anna.arndt@graybar.com

Date: 04/14/2022
Proj Name:
GB Quote #: 0240462546
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 04/14/2022
 Valid To: 04/15/2022
 Contact: ANNA ARNDT
 Email: anna.arndt@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: Omnia Contact #: EV2370 / <https://www.graybar.com/industries/government/contracts/us>

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	6,000 EA SUPERIOR ESSEX			6-O4P24-BK-R-ESS-NR	04-001-68	\$335.19	1000	\$2,011.14
GB Part #: 25054353 UPC #: 84007550008 ***Item Note:*** 2,000 feet stocked in Omaha Graybar 4,000 feet stocked in St. Louis Graybar								
200	50 EA IDEAL IND			85-366	RJ45 8P8C CAT6 MDPLG 3PC/25PK	\$58.23	100	\$29.12
GB Part #: 25363049 UPC #: 78325085366 ***Item Note:*** Stocked in St. Louis								

Total in USD (Tax not included): \$2,040.26

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF BELLEVUE
1500 WALL ST
BELLEVUE NE 68005-5237
Attn: steven wisnieski

Date: 04/14/2022
Proj Name:
GB Quote #: 0240462546

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



8170 LACKLAND RD
 SAINT LOUIS MO 63114-4524
 Phone: 314-573-2000
 Fax: 314-573-0000

To: CITY OF BELLEVUE
 1500 WALL ST
 BELLEVUE NE 68005-5237
 Attn: Roger Witkovski
 Phone: 111-111-1111
 Fax:
 Email: anna.arndt@graybar.com

Date: 04/18/2022
Proj Name:
GB Quote #: 0240478749
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 04/18/2022
 Valid To: 04/19/2022
 Contact: ANNA ARNDT
 Email: anna.arndt@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: Omnia Contact #: EV2370 / <https://www.graybar.com/industries/government/contracts/usc>

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	2,000 EA WIRE			THHN-12-STR- BLK-500S	THHN/THWN-2 19 STR 600V 90DEG CU	\$234.26	1000	\$468.52
GB Part #: 88284568 UPC #: 98010022900								
200	2,000 EA WIRE			THHN-12-STR- WHT-500S	THHN/THWN-2 19 STR 600V 90DEG CU	\$234.26	1000	\$468.52
GB Part #: 88284548 UPC #: 98010022910								
300	2,000 EA WIRE			THHN-12-STR- GRN-500S	THHN/THWN-2 19 STR 600V 90DEG CU	\$234.26	1000	\$468.52
GB Part #: 88284562 UPC #: 98010022940								

Total in USD (Tax not included): \$1,405.56

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF BELLEVUE
1500 WALL ST
BELLEVUE NE 68005-5237
Attn: Roger Witkovski

Date: 04/18/2022
Proj Name:
GB Quote #: 0240478749

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



Commonwealth Electric Company of the Midwest

4225 South 89th Street | Omaha, NE 68127 | (402) 331-1414

4/21/2022

Tom Dargy
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

RE: Bellevue Police Project

Dear Tom,

We are pleased to submit for your consideration our proposal for furnishing and installing electrical work for the above referenced project per our conversations and our interpretation of the supplied drawings. It is our intention in submitting this scope letter to have a complete electrical package. We do, however, make the following clarifications as to what our present bid entails.

Inclusions:

- Labor and equipment to mount all necessary equipment to existing poles and mast arms
- Labor, equipment, and misc. materials to connect power and communication cables as necessary between the power source, VLP boxes, cameras, and fiber modem
- Perform an overall inspection of the electrical installation for the entire project

Exclusions:

- City of Bellevue to supply cameras and VLP boxes
- City of Bellevue to bore and pull power and communication cables into the pole base

This proposal will remain valid for a period of thirty (30) days from the date of this document, at which point we reserve the right to reassess for possible adjustment in pricing. This cost can be broken down as follows:

Labor	\$ 5,965
Materials	\$ 120
Equipment	\$ 2,975
Total	\$ 9,060

We appreciate your time in consideration of our proposal on this project. Please do not hesitate to contact us should you have any questions or concerns.

Sincerely,

Jody Boeckman
Project Manager

Committed to Excellence | Customers, Employees, Character, Mastery

Columbus | Des Moines | Grand Island | Kearney | Lincoln | Omaha | Phoenix | Tucson

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
5/3/2022

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

SUBJECT:

Public Works Facility Master Plan Amendment

SYNOPSIS/BACKGROUND:

HGM Associates Inc. will perform engineering and architectural services not included in the original agreement for this project dated June 19, 2021 in an amendment amount not to exceed \$36,700.00 for the Public Works Facility Master Plan for a total project contract of \$68,100.

FISCAL IMPACT: \$36,700.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HGM Associates Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Professional Services Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Public Works Facility Master Plan

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

CIP PROJECT NAME: M146(325) City of Bellevue Public Works Facility ENG/DESIGN CIP PROJECT NUMBER: ST22(9)

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

ACCOUNTING DISTRIBUTION CODE: CIPST22(09) ACCOUNT NUMBER: 7030

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the amendment to the June 19, 2021 agreement between the City of Bellevue and HGM Associates Inc. in an amount not to exceed \$36,700.00 for the Public Works Facility Master Plan Project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





April 22, 2022

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

Subject: Bellevue Public Works Facilities Master Plan - Revised
HGM Project No. 109521
Change in Services - Amendment to Agreed Cost-Revised

Dear Doug:

On behalf of HGM ASSOCIATES INC. (HGM), we are proposing to provide services not included in our original agreement for this project dated June 19, 2021. This letter shall serve as Amendment Number 1-R to the original agreement.

The services not included in the original agreement are:

I. NEW SITE FEASIBILITY STUDY

- A. Field verify the feasibility of using the property approximately 1,340 feet west of Intersection of S. 36th Street and Cornhusker Road. Field verification will include a report on utility locations, site entrance and exit feasibility, useable site acreage amount, and pros/cons of the site for Client to review.
- B. Provide a preliminary cost estimate of site development only.
- C. Conduct up to two (2) meetings by HGM with Public Works and Engineering to discuss report.

II. DEVELOPMENT OF BUILDING PRELIMINARY PLANS AND SITE MASTER PLANS

- A. Develop Preliminary Building Plans for each department/facility for Client to review. The basis of design shall be the schematic design of spaces developed in original scope. Plans can be modified up to one (1) additional time. Additional layouts and major changes after final review will result in additional services.
- B. Develop up to three (3) Schematic Site Plan layouts for one (1) site location. Plans to show outline of buildings, location of fuel island, wash bays, material storage bins, recycling material locations, salt and brine systems, and spreader hangers.
- C. Conduct up to two (2) meetings by HGM with Public Works and Engineering to discuss Schematic Site Plan, Preliminary Floor Plan layouts, phasing of project, and preliminary cost estimates.

- D. Develop up to two (2) preliminary site plans for one (1) site, based on the final selected Schematic Site Plan. Preliminary Site Plan to show outline of buildings, location of fuel island, wash bays, material storage bins, recycling material locations, salt and brine systems and spreader hangers, parking, water detention, fencing/gate locations, and drives.
- E. Detail recommendations of mechanical, electrical, and plumbing systems based on utility locations and availability at selected site.

Deliverables:

- Exhibit of Final Preliminary Design of Buildings. The plans shall not be considered construction documents but a diagrammatic representation of space layout showing recommended sizes and space adjacencies.
- Mechanical and electrical narrative of selected systems for the buildings and overall campus site.
- Exhibit of Final Site Master Plan. The Site Master Plan shall be considered a diagrammatic representation of the final selected site. The Plan shall show existing property lines, phasing, and future expansion, new buildings, drives around the building, parking, sidewalks, and existing utility locations.

Note: The cost analysis included in the Feasibility Study and Report shall be prepared by HGM as a comparative analysis between sites. The cost prepared represents the best judgement as a design professional and is provided for guidance to the Client. The cost analysis provided shall be considered preliminary and is based on current industry standard cost per area, volume, or similar estimating techniques.

HGM will provide these additional services on an hourly basis not to exceed \$36,700.

I anticipate that we will be able to begin work on these additional services within one (1) day of receiving your authorization to proceed in the form of your acceptance of this agreement. I estimate that schematic design work can then be completed within sixty (60) days of your authorization to proceed. If at any time HGM is delayed in the performance of these services, I will notify you immediately.

Doug Clark
City of Bellevue, Nebraska
April 22, 2022

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Kimberly A. Bogatz, AIA LEED AP BD+C
Project Manager



Terrence L. Smith, P.E.
President

Authorization of Additional Services:

CITY OF BELLEVUE, NEBRASKA - CLIENT

Authorized Signature

Printed Name & Title

Date



May 2, 2022

Doug Clark

Director of Public Works

City of Bellevue, Nebraska

1510 Wall Street

Bellevue, NE 68005

Subject: Bellevue Public Works Facilities Master Plan
HGM Project No. 109521
Change in Services - Amendment to Agreed Cost-Revision #2

Dear Doug:

On behalf of HGM ASSOCIATES INC. (HGM), we are proposing to provide services not included in our original agreement for this project dated June 19, 2021. This letter shall serve as Amendment Number 1-Revision 2, to the original agreement.

The services not included in the original agreement are:

I. NEW SITE FEASIBILITY STUDY

- A. Field verify the feasibility of using one (1) City specified location. Field verification will include a report on utility locations, site entrance and exit feasibility, useable site acreage amount, and pros/cons of the site for Client to review. Field verification will include a report on utility locations, site entrance and exit feasibility, useable site acreage amount, and pros/cons of the site for Client to review.
- B. Provide a preliminary cost estimate of site development only.
- C. Conduct up to two (2) meetings by HGM with Public Works and Engineering to discuss report.

II. DEVELOPMENT OF BUILDING PRELIMINARY PLANS AND SITE MASTER PLANS

- A. Develop Preliminary Building Plans for each department/facility for Client to review. The basis of design shall be the schematic design of spaces developed in original scope. Plans can be modified up to one (1) additional time. Additional layouts and major changes after final review will result in additional services.
- B. Develop up to three (3) Schematic Site Plan layouts for one (1) site location. Plans to show outline of buildings, location of fuel island, wash bays, material storage bins, recycling material locations, salt and brine systems, and spreader hangers.
- C. Conduct up to two (2) meetings by HGM with Public Works and Engineering to discuss Schematic Site Plan, Preliminary Floor Plan layouts, phasing of project, and preliminary cost estimates.

- D. Develop up to two (2) preliminary site plans for one (1) site, based on the final selected Schematic Site Plan. Preliminary Site Plan to show outline of buildings, location of fuel island, wash bays, material storage bins, recycling material locations, salt and brine systems and spreader hangers, parking, water detention, fencing/gate locations, and drives.
- E. Detail recommendations of mechanical, electrical, and plumbing systems based on utility locations and availability at selected site.

Deliverables:

- Exhibit of Final Preliminary Design of Buildings. The plans shall not be considered construction documents but a diagrammatic representation of space layout showing recommended sizes and space adjacencies.
- Mechanical and electrical narrative of selected systems for the buildings and overall campus site.
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Note: The cost analysis included in the Feasibility Study and Report shall be prepared by HGM as a comparative analysis between sites. The cost prepared represents the best judgement as a design professional and is provided for guidance to the Client. The cost analysis provided shall be considered preliminary and is based on current industry standard cost per area, volume, or similar estimating techniques.

HGM will provide these additional services on an hourly basis not to exceed \$36,700.

I anticipate that we will be able to begin work on these additional services within one (1) day of receiving your authorization to proceed in the form of your acceptance of this agreement. I estimate that schematic design work can then be completed within sixty (60) days of your authorization to proceed. If at any time HGM is delayed in the performance of these services, I will notify you immediately.

Doug Clark
City of Bellevue, Nebraska
May 2, 2022

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Kimberly A. Bogatz, AIA LEED AP BD+C
Project Manager



Terrence L. Smith, P.E.
President

Authorization of Additional Services:

CITY OF BELLEVUE, NEBRASKA - CLIENT

Authorized Signature

Printed Name & Title

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
5/3/2022

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

SUBJECT:

Gilmore Lake Road Improvements Engineering Services

SYNOPSIS/BACKGROUND:

Improvements to Gilmore Lake Road will be necessary for Spring Ridge phases 4 and 5. The City intends to enter into an memorandum of understanding (MOU) with the Spring Ridge developer, Orchard Valley Inc., to have engineering and construction completed for this project.

FISCAL IMPACT: \$380,905.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: JEO Consulting Group, Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Professional Services Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Gilmore Lake Road Improvements

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

CIP PROJECT NAME: M146(194) Gilmore Lake Rd w/ 25th St - RECONSTRUCTION, DRAINAGE IMPROVEMENTS CIP PROJECT NUMBER: ST22(4)

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

ACCOUNTING DISTRUBUTION CODE: CIPST22(4) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and JEO Consulting Group, Inc. in an amount not to exceed \$380,905.00 for professional services for the City of Bellevue's Gilmore Lake Road Improvements project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:





**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Bellevue (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Gilmore Lake Road Improvements (“Project”).

JEO Project Number: 211624.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project will be hourly (not to exceed): \$278,910.00.
- C. If so elected by the City, right-of-way appraisal and acquisition services performed by Midwest Right-of-Way may be included within the agreement for an additional \$101,995.00, bringing the total fee for the project to \$380,905.00.
- D. The Standard Hourly Rates Schedule are identified in Exhibit E.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions
- Exhibit C – General Project Scope and Extents
- Exhibit D – Topographic Survey Extents
- Exhibit E – Hourly Fee Breakdown
- Exhibit F – Subconsultant Detailed Scopes of Services

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

- B. The City of Bellevue elects to
 - Exclude ROW services from this agreement and will contract directly to perform these services. This agreement shall be in the amount of: \$278,910.00.

 - Include ROW services within this agreement. This agreement shall be in the amount of: \$380,905.00.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Bellevue

JEO Consulting Group, Inc.



By: _____

By: Michael Malone

Title: _____

Title: Transportation Sr. Project Manager

Date Signed: _____

Date Signed: 4/25/2022

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.
11213 Davenport Street
Suite 200
Omaha, NE 68154



EXHIBIT A

Scope of Services
Project No. 211624.00
Gilmore Lake Road Improvements

PROJECT DESCRIPTION:

The purpose of this project is to provide roadway infrastructure improvements to support increased traffic volumes associated with development of Spring Ridge IV and Spring Ridge V. Primary infrastructure design components consist of:

- Paved 25 ft wide roadway along the existing Gilmore Lake Road alignment from S 25th Street to approximately 1,600 ft east, to Spring Ridge Phase IV.
- Northbound right-turn lane at Morrie Drive and S 25th Street intersection.
- Southbound left-turn lane at Gilmore Lake Road and S 25th Street intersection.
- Concrete box culvert construction to convey drainage below Gilmore Lake Road at Wolf Creek, approximately 1,400 ft east of S 25th Street.
- Sidewalk construction along Gilmore Lake Road, on one side of road.

Key elements of the Gilmore Lake Road improvements are anticipated to include storm sewer design, evaluation of the typical roadway and sidewalk section proposed, wetland impact study, select areas of retaining wall design, and property owner coordination with associated impacts. JEO will lead the design effort and will contract subconsultant services with Thiele Geotech Inc. for geotechnical testing and Midwest Right-of-Way for property easement and acquisition services.

Details of services to be performed are as follows:

SCOPE OF SERVICES:**Task 1. Project Management**

1. General
 - 1.1. This task includes time for overall management and coordination of the project team, coordination with City staff, and preparation of progress reports and invoices in accordance with City requirements.
2. Schedule Preparation
 - 2.1. A milestone project schedule list will be prepared updated monthly, at a minimum.
3. Quality Management Program
 - 3.1. Documented QC review will be performed prior to the following deliverables being submitted:
 - 3.1.1. 30% Design Package
 - 3.1.2. 60% Design Package
 - 3.1.3. 90% Design Package
 - 3.1.4. 100% Design Package
4. Progress Meetings
 - 4.1. Up to eight (8) progress meetings with the City are anticipated through the project's letting. Half of these meetings are assumed to be held via teleconference and half of these meetings are assumed to be held at the City of Bellevue offices.
 - 4.2. Up to twelve (12) additional meetings may be held through the design duration. These include meetings with key stakeholders, e.g. adjacent developers, and adjacent property owners.
 - 4.2.1. Meetings with utilities are addressed separately within this scope.

5. Project Fact Sheet

- 5.1. Up to two (2) single page project fact sheets will be created during the duration of design for the City's use in notifying surrounding stakeholders, or informing the right-of-way acquisition and easement processes, or regarding the project elements. Examples of content which may be prepared includes: colored plan view graphics showing the project extent, preliminary project schedules, and details of the sidewalk/street design to be included.

Task 2. Preliminary Design

1. Topographic Survey

- 1.1. Survey will be performed within the extents identified in Appendix A.
- 1.2. One-Call locates will be requested and utility locations will be surveyed as marked in the field.
- 1.3. Feature data will be collected up to 20 ft beyond the right-of-way limits, as permissible.
- 1.4. Unless otherwise directed by the City, the survey will be performed in reference to County LDP and NAVD88 vertical datum, using GPS survey equipment and the Seiler VRS Network. All survey control would be established using GPS equipment and the VRS Network.
- 1.5. Up to four (4) hours of plat research and one (1) day of field locating of section corners/property pins will be performed to prepare a property boundary map.
- 1.6. Base map will be created and reviewed by a Registered Land Surveyor.
- 1.7. Two (2) additional site visits with the survey crew are anticipated following 60% design for pickup survey.
 - 1.7.1. This includes individual tree removal counts as determined necessary during 60% design.

2. Preliminary Design (30%) – This task generally includes determination of project's alignment, typical section, preliminary drainage considerations, preliminary utility and ROW impacts, and preparation of a construction cost opinion.

- 2.1. Analyze up to two (2) sidewalk layout alternatives along Gilmore Lake Road. Alternatives to be considered include:
 - 2.1.1. Narrow Pedestrian Zone Width (Greenspace Buffer & Sidewalk)
 - 2.1.1.1. Consists of an 8 to 10 ft total zone width (4 ft greenspace and 5 ft to 6 ft walk or 2 ft stamped and 5 ft to 8 ft walk)
 - 2.1.2. Normal Pedestrian Zone Width
 - 2.1.2.1. Consists of an 11 to 15 ft total zone width (6 to 7 ft greenspace and 5 to 8 ft walk)
 - 2.1.3. Limited review of alternative roadway alignment adjustment(s), wall heights, and ROW impacts will be analyzed to define the two sidewalk alternatives.
 - 2.1.3.1. Alternative layouts will be prepared and presented to City staff for consideration prior to preparing 30% plan sheets. Presentation of alternatives will occur during a normal progress meeting.
 - 2.1.3.2. Anticipated presentation materials include typical section alternatives only with general wall heights, ROW limits, roadway pavement, anticipated streetlights, and sidewalk noted on the typical section. A detailed cost estimate, detailed alternative analysis, or technical memorandum will not be prepared.
- 2.2. Plan sheets to be prepared as part of the 30% design:
 - 2.2.1. Cover Sheet
 - 2.2.2. Typical Section Sheets

- 2.2.3. Geometric Sheets (dimensions, tapers, and radii only, no geometric points)
- 2.2.4. Roadway Plan and Profile Sheets
- 2.2.5. Storm Drainage Plan and Profile Sheets (flow line elevations noted only, no construction notes)
- 2.2.6. Right-of-Way Strip Map with Aerial Sheets/Wetlands
- 2.2.7. Roadway Cross-Section Sheets
- 2.3. NOTE: Traffic Impact Study
 - 2.3.1. A Traffic Impact Study will not be performed but shall rely upon the prior study and reports produced by Juster Civil Engineering LLC (February 2021) and Felsburg, Holt, and Ullevig (March 2014).

Task 3. Geotechnical Investigation

JEO will utilize Thiele Geotech to perform geotechnical exploration consisting of test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a report of geotechnical engineering recommendations.

1. Up to ten (10) borings will be done throughout the project site ranging from 15 to 40 ft in depth, with 6 borings spaced along Gilmore Lake Road at approximately 300 ft intervals, and 4 borings along S 25th Street for turn lane construction at both intersections. A total drilling footage of up to 200 lineal foot is proposed.
 - 1.1. Based on the results of the test borings, a laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture content and density determinations to characterize the state and uniformity of the deposits, unconfined compression tests to determine shear strength parameters, one-dimensional consolidation tests to evaluate compressibility, and index property test for classification. A bulk sample will be obtained to perform modified proctor testing to determine compaction properties and California Bearing Ratio (CBR) testing for use in the design of pavements.
 - 1.2. Thiele Geotech will prepare a report to discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide earthwork and site preparation recommendations; recommend design criteria and parameters for pavements, retaining walls, box culvert, and other earth supported improvements.

Task 4. ROW Services

Permanent easement or ROW acquisition services will be provided for up to four (4) parcels by Midwest Right-of-Way Services. These services include title research, an appraisal report, and acquisition services. Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective and the project's impact on each property before meeting with individual property owners. They will prepare all documents, present and explain the offers, answer all acquisition-related questions, and secure signatures from all interested parties. They will explain the construction plans to each owner and will also explain the effect of the project on their property. Their agents will attempt to meet with each property owner at least three times if necessary. If condemnation is required, Midwest Right of Way Services will deliver the parcel file to the City of Bellevue and be available for consultation or condemnation testimony.

Temporary construction easements are anticipated on up to twenty-three (23) parcels, as noted in Exhibit D. Refer to Exhibit F for additional details of ROW services to be provided.

Task 5. Utility Coordination

1. Data Collection (Preliminary 30%)
 - 1.1. The Consultant shall identify location and size of existing utilities through survey of One-Call locates, obtaining as-built plans, or other means.
 - 1.2. Coordinate with utility companies to verify location and ownership of existing facilities.
 - 1.2.1. Prepare and distribute existing utility coordination plans prepared through One-Call locates showing existing utilities in color following the APWA Uniform Color Code.
 - 1.3. Identify primary conflicts between utilities and proposed design.
 - 1.4. Host a Utility Coordination Meeting (video conference) utilizing the Utility Coordination plan for the purpose of communicating the proposed project to the utility owners, identifying conflicts, and beginning relocation discussions.
 - 1.5. Include utility representatives in one site-visit field walkthrough as appropriate.
2. Final Design (to 60%)
 - 2.1. Coordinate with utility companies throughout design of drainage system, and other design elements which may impact utility facilities.
 - 2.2. Communicate final location of all design elements which impact utilities to the utility companies utilizing updated utility coordination drawing.
3. Final Design (to 90%)
 - 3.1. Coordinate with utility companies to obtain utility relocation information.
 - 3.2. Verify no conflicts between proposed relocations and the project.
 - 3.3. Identify relocation schedules with construction schedule.
 - 3.4. Distribute color Utility Coordination plan (see example Utility Coordination plan provided by City) to all utilities showing existing and proposed locations overlaid on the existing and proposed project features.
 - 3.5. Host a Utility Coordination Meeting
4. Final Design (to 100%)
 - 4.1. Develop Status of Utilities for inclusion in the Special Provisions. Shall identify approximate timeframe and duration of relocation work required.

Task 6. Drainage Study

1. Storm Sewer Design and Hydrology
 - 1.1. The Consultant shall design open and closed drainage systems in accordance with the most current edition of the Omaha Regional Stormwater Design Manual. To the extent possible, recent drainage studies that have been completed in the area shall be used to identify flow characteristics at existing structures and shall be provided by the City
 - 1.2. Proposed Box Culvert Hydrology
 - 1.2.1. JEO will evaluate flow conveyed to the proposed box culvert at Wolf Creek utilizing HEC-HMS. Due to the constrained surroundings, JEO will run the hydrology analysis utilizing Rational, Regression, and SCS methodologies to determine appropriate design flows.

- 1.2.2. Analysis will be based on existing conditions and topography and incorporate proposed drainage conditions based on additional drainage reports provided to JEO for proposed developments adjacent to the project.
2. Proposed Box Culvert Hydraulic Design
 - 2.1. Design of box culvert structures will be coordinated with NDOT's Special Plans office.
 - 2.1.1. JEO will provide necessary hydraulic information and unique site elements (as applicable) for preparation of the box culvert design sheets by NDOT.
 - 2.2. JEO will review the previously prepared drainage reports and drainage structure plans provided. JEO will evaluate box culvert sizing with the intent of designing a non-bridge classified structure.
 - 2.3. The box culvert will be analyzed utilizing HY-8 for hydraulics, headwater, and tailwater conditions.
 - 2.3.1. No overtopping or overflow routing is anticipated.
 - 2.3.2. No headwater or tailwater analysis beyond the box culvert site area is anticipated within the channel. If necessary, additional evaluation could be performed within the channel utilizing HEC-RAS through supplemental agreement.
 - 2.4. Design of energy dissipation at the outlet will be prepared and is anticipated to consist of depressed basin and riprap features only. Custom concrete dissipation structures are not anticipated.
3. Sustainable Design/Water Quality Features
 - 3.1. Analysis for consideration of these features within the roadway project footprint are not anticipated at this time.
 - 3.2. Water quality and quantity improvements based on incorporation of amended soils only may be included in the design, as necessary, to achieve pre-construction off-site stormwater flows.

Task 7. Final Design

1. 60% Design Submittal

The Consultant shall prepare project base files and 60% submittal plan sheets. Comments received on the prior Preliminary Design documents shall be incorporated into the 60% submittal. Plan sheets to be included in the 60% submittal include the following:

- 1.1. Cover Sheet
- 1.2. General Notes Sheets (Preliminary)
- 1.3. Typical Section Sheets
- 1.4. Horizontal/Vertical Control Sheets
- 1.5. Construction Phasing Sheets
- 1.6. Geometric Sheets
- 1.7. Roadway Plan and Profile Sheets
- 1.8. Construction and Removal Sheets (Preliminary)
- 1.9. Storm Drainage Plan and Profile Sheets
- 1.10. Temp Traffic Control Sheets (S. 25th Street Turn Lanes Construction)
- 1.11. Signing/Striping Plan Sheets
- 1.12. Sediment and Erosion Control Sheets
- 1.13. SWPPP (Preliminary)
- 1.14. Right-of-Way/Tract Maps with Aerial Sheets/Wetlands

1.15. Roadway Cross-Section Sheets**1.16. Street Lighting Plans**

- Street lighting plans will be based on coordination with OPPD and City on location of streetlights only. If necessary, electrical or lighting design services may be performed through supplemental agreement.

2. 90% Design Submittal

The Consultant shall prepare project base files and 90% submittal plan sheets. Comments received on the prior 60% submittal shall be incorporated into the 90% submittal. Plan sheets to be included in the 90% submittal include the following:

- 2.1. Cover Sheet
- 2.2. General Notes Sheet
- 2.3. Summary of Quantities Sheet
- 2.4. Typical Section Sheets
- 2.5. Horizontal/Vertical Control Sheets
- 2.6. Temp Traffic Control Sheets (S. 25th Street Turn Lanes Construction)
- 2.7. Geometric Sheets
- 2.8. Joints and Grades Sheets
- 2.9. Removal Sheets
- 2.10. Construction Sheets
- 2.11. Roadway Plan and Profile Sheets
- 2.12. Storm Drainage Plan and Profile Sheets
- 2.13. Sediment and Erosion Control Sheets
- 2.14. Signing/Striping Plan Sheets
- 2.15. SWPPP Sheet
- 2.16. Detail Sheets/Special Plan Sheets
- 2.17. Right-of-Way Sheets with Aerial
- 2.18. Roadway Cross Section Sheets
- 2.19. Street Lighting Plans Design (location only)

- 2.20. Draft Special Provisions will be provided with the 90% design drawings.

3. 100% Design Submittal

The Consultant shall prepare 100% Plan Sheets and Special Provisions. Comments received on the prior 90% submittal shall be incorporated into the 100% submittal. The 100% plans shall incorporate revisions resulting from ROW negotiations. Plans sheets will include all of the sheets noted in the 90% submittal, and be signed by a licensed professional engineer in the state of Nebraska.

4. Structural Design

The Consultant will prepare preliminary type, size, and location plans for the retaining walls on the project to aid the Contractor in the design and development specific construction documents. Based on preliminary layout and cross

section, the scope of work includes recommendation of wall type and potential impacts to right-of-way. The Consultant anticipates that any structures will consist of a large block gravity walls. It is assumed that the contractor, as part of the bid package, will be required to provide signed and sealed wall plans.

Task 8. Preparation of Cost Opinions

Opinions of probable construction cost (OPCC) will be completed with the deliverable packages and shall conform to AACE International Recommended Practices. The Consultant shall prepare Class 4, 3, 2, and 1 estimate as appropriate and include assumptions, contingency, range of expected cost and escalation for the anticipated construction year.

In additional to those specifically stated, OPCCs will also be provided for the following submittals:

1. 30% Design Submittal
2. 60% Design Submittal
3. 90% Design Submittal
4. 100% Design Submittal

Task 9. Permits

1. PERMIX Permits

The Consultant shall prepare permit applications through the City's PERMIX submittal site, for the roadway improvements within the scope of services only. It is anticipated that the development permits are handled separately. The applicable PERMIX permits anticipated include a Grading Permit. Due to the public infrastructure proposed, a Post Construction Stormwater Management Permit is not anticipated. The development of required documentation beyond design plans and drainage reports shall be included in the effort.

2. NDEE Permits
 - 2.1. Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations and assist Owner with the submittal of a Notice of Intent (NOI) to obtain a stormwater NPDES permit through NDEE.
 - 2.2. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the NDEE to obtain an NPDES Storm Water Discharge permit. Owner is to pay all permit fees.
3. Wetlands and Waters of the U.S.
 - 3.1. Desktop Review/Mobilization:

Prior to conducting field work, JEO will identify potential WOUS, including wetlands, in the study area by researching publicly-available data and resources including, but not limited to: current and historic aerial imagery, National Wetlands Inventory, National Hydrography Dataset, hydric soils, topography, and/or floodplains. Reviewing these resources prior to conducting the field investigation allows work to be focused on areas most likely to contain wetlands, either currently or historically, and to be impacted by the proposed project.
 - 3.2. Site Visit/Field Work:

JEO will conduct a site visit to delineate all potential WOUS, including wetlands, in the study area. The on-site wetland delineation will be conducted in accordance with the 1987 USACE Wetlands Delineation

Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0). Information pertaining to vegetation, soils, and hydrology will be collected at paired data points (e.g., one wetland and one upland), with at least one set of paired data points for each aquatic resource observed on-site. Boundaries of all aquatic resources identified on-site will be recorded in the field using a hand-held GPS with sub-meter accuracy (e.g., Trimble R1 and Collector for ArcGIS).

3.3. Wetland Delineation Report:

Upon completion of the site visit, JEO will analyze and compile the field data into a wetland delineation report that will detail findings and identify potential WOUS, including wetlands, located in the study area. The wetland delineation report will include the following:

- Project site location
- Summary of desktop review
- Identification and mapping of boundaries for all recorded WOUS, including wetlands
- Identification of the types of WOUS, including wetlands, present on-site (i.e., Cowardin classification and Nebraska Wetland Subclass)
- Photographs of each sample point and all WOUS, including wetlands
- USACE Wetland Determination Data Forms

3.4. Prepare and Submit 404 Permit Application:

JEO will prepare and submit a Pre-Construction Notification (i.e., permit application) package to the U.S. Army Corps of Engineers (USACE) to obtain Section 404 authorization via a Nationwide Permit (NWP). Although it is anticipated that permanent, unavoidable impacts to waters of the U.S. (WOUS) would be less than 0.1 acre at each site, thus avoiding the requirement for compensatory mitigation, this is subject to change based on project design.

- If permanent, unavoidable impacts to WOUS exceed 0.1 acre, thereby requiring compensatory mitigation, this task may require additional services.
- In addition, JEO will prepare and submit preliminary coordination letters to the U.S. Fish and Wildlife Service (USFWS), Nebraska Game and Parks Commission (NGPC), and Nebraska State Historic Preservation Office (SHPO) that summarize the results of the wetland delineation and request effect determinations and project guidance, as appropriate.

4. Floodplain Permit

Floodplain is not present within the anticipated project footprint. These services can be provided through supplementary agreement if required.

Task 10. Bid Support & Negotiation

1. Respond to inquiries from prospective bidders and prepare any addenda required.
2. All advertisement and bidding will be performed by the City.

Task 11. Construction Administration

1. Attend a pre-construction conference prior to construction beginning.
2. Provide interpretation of the plans and specifications, when necessary.

- 3. Review shop drawings and submittals related data supplied by the Contractor.

Item 12. Owner Responsibilities

- 1. Provide timely review of documents or requests for information
- 2. Provide access to property for survey and investigation services
- 3. Securing right-of-entry to properties, as necessary.

Item 13. Fee

JEO proposes to provide the services defined above for **\$278,910.00**. Refer to Hourly fee breakdown in Exhibit E for details.

Item 14. Progress Payments:

- 1. JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 2. Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 3. Payments will be applied first to the interest then principal.
- 4. Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

Item 15. Contract Time:

- 1. JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.

<u>5/30/22</u>	NTP
<u>2/16/23</u>	30% Design Submittal Package
<u>7/27/23</u>	60% Design Submittal Package
<u>2/1/24</u>	90% Design Submittal Package
<u>TBD</u>	100% Design Submittal Package

Item 16. Reimbursable Expenses

- 1. Typical reimbursable expenses are included in the fee and include: Mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 2. Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

Item 17. Additional Terms

- 1. The General Conditions are specified in Exhibit B.

Item 18. Acceptance of Proposal

1. If the terms of the proposal are acceptable to you, please sign the following as acceptance and indication that you are qualified to sign this agreement on behalf of the Owner. Further, your signature indicates you are authorized to make future decisions as to the modification, extension, or termination of this agreement.

EXCLUSIONS

1. Complete Streets Alternatives or Public Presentations
2. Sidewalk or trail along 25th Street
3. Delineation of WOUS, including wetlands, outside of the identified study area.
4. Compensatory mitigation (mitigation plan, design, construction, seeding, or monitoring).
5. Other biological surveys or compliance with other agency requests.
6. Development of Habitat Conservation Plan documents.
7. Endangered and/or threatened species-specific surveys.
8. Floodplain permitting.
9. Obtaining right-of-entry to study area properties.
10. Additional revisions and resubmittals beyond those mentioned above.
11. Intersection design beyond those items specifically stated.
12. Phase II ESA
13. Landscaping and Irrigation design
14. Electrical engineering services. Street lighting requirements shall be directed by OPPD.
15. Borrow site location determination, if required. Drawings will include grading requirements of borrow site only. Borrow site is not assumed to require additional ROW or environmental permitting services. These services may be provided through supplemental agreement.
16. Public involvement services during design and/or construction.
17. Construction administration, observation, and testing per processes and procedures required under the jurisdiction of federally funded/NDOT projects.
18. Meetings not identified within this scope of services
19. Any other item not outlined in the scope of services

EXHIBIT B

General Conditions
Project No. 211624.00
Gilmore Lake Road Improvements

JEO CONSULTING GROUP INC ✓ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the

JEO CONSULTING GROUP INC ✓ JEO ARCHITECTURE INC

indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors,

administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

EXHIBIT C

General Project Scope and Extents
Project No. 211624.00
Gilmore Lake Road Improvements

Exhibit C - General Project Scope and Extents Gilmore Lake Road - New Roadway Construction



Exhibit Legend

General Project Footprint



EXHIBIT D

Topographic Survey and Estimated ROW/Easement Extents
Project No. 211624.00
Gilmore Lake Road Improvements

Exhibit D - Topographic Survey and Estimated ROW/Easement Extents Gilmore Lake Road - New Roadway Construction



Roadway grading to maintain existing S 23rd Street elevations anticipated to require small temporary property impacts during construction in this area.

NOTE: Roadway widening for turn lane and sidewalk improvements anticipated to require small property impacts in this area.

Retaining wall construction anticipated within Gilmore Lake Rd right-of-way in this area. Temporary easement is anticipated during construction to accommodate wall installation and backfilling.

Temporary construction impacts and permanent drainage easement is anticipated in this area.

- Exhibit Legend**
- Full Topographic Survey
 - Assumed Temporary Construction Easement (23)
 - Assumed Permanent Easement / Small Acquisition (4)

EXHIBIT E

Hourly Fee Breakdown
Project No. 211624.00
Gilmore Lake Road Improvements

Hourly Fee Breakdown
 Gilmore Lake Road
 JEO Project Number: 211624.00
 1/6/22



	Mike Hall Project Manager QA/QC	Donny Cerwick Senior Roadway Engineer	Roadway Design EI	Ken Lenz Sr. Design Technician	Ann Nissen, R.H. Engineer	Kevin Kruse, Sr. R.H. Engineer QA/QC	Survey Staff	Miranda Hanson, Environmental Technician	Kate Boden, Environmental Scientist	Jesse Sive, Structural Engineer	Pat Byrd, Sr. Traffic Engineer/QA/QC	Ben Stacey, Graphic Designer	Troy Plinning, Land Surveyor	Project Hours	Project Fees
Task 1: Project Management	121	53	12	0	2	4	2	2	0	0	6	12	0	214	\$ 43,620.00
1. General Coordination and Invoice Preparation	45	23			2						2			76	
2. Schedule Preparation	10													10	
3. Quality Management Program	24	24				4					4			32	
4. Progress Meetings	40	24	12											76	
5. Project Fact Sheet	2	6										12		20	
Task 2: Preliminary Design	10	36	40	98	4	2	130	0	0	0	0	0	14	334	\$ 48,960.00
1.1-1.4 Topographic Survey	2						80						8	90	
1.5-1.6 Base Map		4	4				32						4	44	
1.7 Pickup Survey		2					16						2	20	
2.1 Sidewalk Alternatives Analysis	2	4	8	12										26	
2.2.1 Cover Sheet				2										2	
2.2.2 Typical Section Sheets		2	4	4										10	
2.2.3 Geometric Sheets	2	6	2	12										22	
2.2.4 Roadway Plan and Profile Sheets		4	2	12										18	
2.2.5 Storm Drainage Plan and Profile Sheets	2	4	8	16	4	2								36	
2.2.6 ROW Strip Map	2	2	4	8			2							18	
2.2.7 Cross Sections	2	6	8	32										48	
Task 3: Geotechnical Investigation	0	2	4	0	0	0	0	0	0	2	0	0	0	8	\$ 1,350.00
Coordination		2	4							2				8	
Thiele Geotech															\$ 20,350.00
Task 4: ROW Services	14	20	27		0	0	0	0	0	0	0	0	0	47	\$ 10,820.00
Coordination	14	20	27											47	
Midwest ROW															
Task 5: Utility Coordination	0	16	36	24	0	0	0	0	0	0	0	0	0	76	\$ 11,840.00
1. Data Collection		4	12	8										24	
2. 60% Design		4	8	8										20	
3. 90% Design		4	8	4										16	
4. 100% Design		4	8	4										16	
Task 6: Drainage Study	4	22	52	14	68	14	0	0	0	2	0	0	0	172	\$ 28,070.00
1.1 Storm Sewer Design	2	12	32	4	4	2								54	
1.2 Box Culvert Hydrology		4	2		32	8								46	
2.1-2.4 Box Culvert Design and Dissipation	2	4	12	8	32	4				2				62	
3. Amended Soil / Water Quality / Quantity		2	6	2										10	
Task 7: Final Design	34	100	176	175	4	0	62	0	0	16	12	0	37	616	\$ 98,160.00
1. 60% Design Submittal				2										2	
1.1 Cover Sheet				4										10	
1.2 General Notes Sheet (Preliminary)	2	4	4	2										6	
1.3 Typical Section Sheets				6									2	8	
1.4 Horizontal/Vertical Control Sheets				2							2			22	
1.5 Construction Phasing Sheets	2	4	8	4										16	
1.6 Geometric Sheets	2	2	4	12										20	
1.7 Roadway Plan and Profile Sheets	2	2	4	8										18	
1.8 Construction and Removal Sheets	2	4	8	4										20	
1.9 Storm Drainage Plan and Profile Sheets	2	2	6	12										20	
1.10 Temp Traffic Control Sheets	2	4	12	4						2				24	
1.11 Signing/Striping Sheets		4	4	4						2				14	
1.12 Sediment and Erosion Control Sheets		2	8	4										14	
1.13 SWPPP (Preliminary)		2	2	6									27	93	
1.14 ROW Strip Map & Tract Maps	2	2	2	16			54							26	
1.15 Cross Sections	2	4	4	2										12	
1.16 Street Lighting Plans		2	8	2										12	
2. 90% Design Submittal				1										1	
2.1 Cover Sheet				4										6	
2.2 General Notes Sheet		2	4	2										16	
2.3 Summary of Quantities Sheets		4	8	4										4	
2.4 Typical Section Sheets		2	2	2										2	
2.5 Horizontal/Vertical Control Sheets				2										10	
2.6 Temp. Traffic Control Sheets	2	2	4	2										8	
2.7 Geometric Sheets		2	2	4										20	
2.8 Joints and Grades Sheets	2	4	2	12										10	
2.9 Removal Sheets		2	6	2										8	
2.10 Construction Sheets		2	4	2										8	
2.11 Roadway Plan and Profile Sheets		2	2	4										16	
2.12 Storm Drainage Plan and Profile Sheets	2	2	4	8										8	
2.13 Sediment and Erosion Control Sheets		2	4	2										12	
2.14 Signing /Striping Sheets	2	2	4	2						2				4	
2.15 SWPPP Sheet		2	2	4										36	
2.16 Detail Sheets / Special Plan Sheets	2	2	12	4					16					26	
2.17 ROW Sheets with Aerial	2	4	2	2			8						8	22	
2.18 Roadway Cross Section Sheets	2	4	4	12										8	
2.19 Street Lighting Plans		2	4	2										2	
2.20 Draft Special Provisions	2	8	4							2				16	
3. 100% Design Submittal														0	
Provide Signed/Sealed Drawings & SPs	2	12	24	24	4									66	
Task 8: Preparation of OPCC	2	8	18	8	0	0	0	0	0	6	0	0	0	42	\$ 6,930.00
Preparation of Cost Estimates	2	8	18	8						6				42	
Task 9: Permits	2	8	14	6	0	0	0	24	32	0	0	0	0	86	\$ 20,340.00
1. Permit Permits		4	8	4										16	
2. NDEE Permits		2	2					4	4					10	
3. USACE Wetlands 404 Permit	2	4	4	2				20	28					60	
Task 10: Bid Support & Negotiation	2	4	8	0	0	0	0	0	0	0	0	0	0	14	\$ 2,330.00
1. Respond to inquires & Prepare Addenda	2	4	8											14	
Task 11: Construction Administration	0	20	16	0	0	0	0	0	0	8	0	0	0	44	\$ 7,980.00
1. Pre-Construction Meeting		4												4	
2. Provide Interpretations		12	8											20	
3. Review Shop Drawings		4	8							8				20	
TOTAL	189	289	403	325	78	20	194	26	32	34	18	12	51	1653	\$ 278,910.00

NOTE: Hourly rates include costs of reimbursable expenses including meals, travel, etc.

EXHIBIT F

Subconsultant Detailed Scopes of Services

Project No. 211624.00

Gilmore Lake Road Improvements

1. *Thiele Geotech, Inc. (Includes 10% JEO Overhead Expense)*
2. *Midwest Right-of-Way (Includes 10% JEO Overhead Expense)*



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

January 4, 2022

Mike Hall, P.E.
JEO Consulting Group
11213 Davenport Street, Suite 200
Omaha, NE 68154

**RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION
GILMORE LAKE ROAD
SOUTH 25TH STREET TO WOLF CREEK, BELLEVUE, NEBRASKA**

Dear Mr. Hall:

Enclosed is our proposal for geotechnical exploration related to the proposed Gilmore Lake Road project to be located between South 25th Street and Wolf Creek in Bellevue, Nebraska. The accompanying proposal describes our approach and proposed scope of services, the estimated cost of the study, and the contract terms.

Thiele Geotech is a service-oriented firm offering geotechnical, material, and environmental engineering. Our focus is on providing quality engineering solutions based on each individual client's needs. Our professional staff has extensive experience with similar projects, and we have the equipment and resources available to complete this study.

We look forward to working with you and your design team on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return an executed copy to our office.

Respectfully,
Thiele Geotech, Inc.

A handwritten signature in blue ink that reads 'Heath E. Cutler'.

Heath E. Cutler, P.E.
Project Engineer

Enclosure

R:\PROPOSAL\GEOTECHNICAL DEPARTMENT\GILMORE LAKE ROAD.DOCX

**Geotechnical Exploration Proposal
Gilmore Lake Road
South 25th Street and Wolf Creek
Bellevue, Nebraska
January 4, 2022**

Thiele Geotech, Inc. is pleased to submit our proposal for geotechnical exploration related to the referenced project. The following sections detail our understanding of the project and our proposed scope of services. A cost of the study is included in Exhibit A. This proposal will be held open for a period of 45 days from the above date.

PROJECT DESCRIPTION

Our understanding of the project is based upon information provided by JEO Consulting Group.

The project consists of reconstructing a 0.3-mile section of Gilmore Lake Road to the east from South 25th Street to approximately 200 feet east of Wolf Creek in Bellevue, Nebraska. The project is currently in preliminary stages of design at the time of this proposal. The existing roadway consists of gravel surfacing with drainage ditches along the north and south sides. It is anticipated that the proposed reconstructed street section will be constructed of 9 or 10-inch thick Portland cement concrete with integral curb and gutter over a prepared subgrade, have an approximate width of 25 feet, and include 4 to 6-foot wide sidewalk or bike trail on both sides.

A grading plan was not available at the time of this proposal. The site grades fall significantly to the east, with nearly 100 feet of relief across the alignment. Grade changes are anticipated to consist of cuts and fills of 2 to 5 feet to establish proposed roadway grades. A nominal 7-foot tall cast-in-place concrete retaining wall is anticipated to be constructed on the south side to provide grade separation with the adjacent residential development. A concrete box culvert will also be constructed at the crossing with Wolf Creek; however, grade changes at the crossing are unknown at the time of this proposal.

In conjunction with the reconstruction, new turn lanes will be constructed on South 25th Street. These will include a southbound left turn lane at the Gilmore Lake Road intersection and a northbound right turn lane at the Morrie Drive intersection. Street widening will occur at both locations to accommodate the additional turn lanes.

Based on previous experience in the area, the soils on the site are expected to consist of Peoria loess deposits overlying older loess deposits in the western portion of the site and alluvial deposits in the lower-lying eastern drainage area of the site. The loess and alluvium are assumed to be of firm and soft consistency, respectively.

SCOPE OF SERVICES

Our proposed geotechnical exploration will consist of test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a report of geotechnical engineering recommendations.

Prior to mobilization, we will contact Nebraska One-Call for public utility locates. Locations of private utilities not identified as part of the public locate are the responsibility of the Owner. Boring locations will be modified as necessary to avoid utilities and/or areas of limited access. It is our understanding that all

work will be conducted on city property, within existing right-of-way, or within permanent easements. We assume that permission to enter any private property will be acquired by JEO Consulting Group.

We will be responsible for the coordination of traffic control for lane closures, which is anticipated to be necessary along South 25th Street. A third party company will be subcontracted to provide traffic control for any lane closures, and traffic control will be consistent with City of Bellevue Standards. Additionally, Thiele Geotech will use amber lights on drill rigs and support trucks.

With the anticipated soil conditions, we propose to conduct a total of 10 test borings. The borings will be spaced across the site at strategic locations, with 6 borings spaced approximately 300 feet along the roadway alignment, one of which is near the proposed box culvert, and two at each turn lane location. Based on boring depths of 15 to 40 feet, a total drilling footage of up to 200 lineal feet is proposed. The borings will be sampled at intervals of 5 feet or less and a descriptive log of the test borings will be prepared. All borings will be backfilled with auger cuttings and pavements patched with like material where necessary.

Based on the results of the test borings, a laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture content and density determinations to characterize the state and uniformity of the deposits, unconfined compression tests to determine shear strength parameters, one-dimensional consolidation tests to evaluate compressibility, and index property tests for classification. A bulk sample will be obtained to perform modified proctor testing to determine compaction properties and California Bearing Ratio (CBR) testing for use in the design of pavements.

Our report will discuss the general soil and ground water conditions underlying the site, present the relevant engineering properties of the existing soils, provide earthwork and site preparation recommendations, and recommend design criteria and parameters for pavements, retaining walls, box culvert, and other earth supported improvements.

The proposed scope of services does not include an evaluation of potential contamination on or near the site. If the environmental condition of the property is a concern, an environmental site assessment can be provided as an additional service.

ESTIMATED COST & SCHEDULE

Professional services will be billed at the unit rates listed in Exhibit A. Based on the indicated work scope, the total cost for this study is estimated at \$18,504.00. Additional hours of engineering consultation with the design team and review of the final plans and specifications have been included in this fee. This maximum amount will not be exceeded for the geotechnical exploration unless additional work is authorized.

Approximately 5 to 7 weeks from your notice to proceed will be required to complete the study. The schedule is somewhat dependent on weather, cooperation of private property owners, site access conditions, and other factors including the actual subsurface conditions identified in the test borings. If this proposed schedule does not meet your project requirements, we would be happy to discuss alternate schedules.

ADDITIONAL SERVICES

Construction phase quality control testing is an additional service not included in the above estimate. An environmental assessment, if required, can also be performed as an additional service. If we are requested to provide additional services including, but not limited to the above, you will be billed in accordance with our normal fee schedule. We would be happy to provide cost estimates for any additional services at your request.

EXHIBITS

Exhibit A – Geotechnical Cost Estimate

THIELE GEOTECH, INC.

By: Raeanna CD Thiele

Raeanna C. D. Thiele

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

Geotechnical Cost Estimate

Exhibit A

Gilmore Lake Road
Bellevue, Nebraska

1/4/2022

Description		Estimated Quantity	Unit Rate	Estimated Cost
Pre-Mobilization Coordination				
Senior Engineer (/hr.)		2.0	228.00	456.00
Project Engineer (/hr.)		10.0	150.00	1,500.00
Exploratory Drilling				
Mobilization		1.0	500.00	500.00
Exploratory Drilling (flight augers) (/ft.)		160.0	15.50	2,480.00
Exploratory Drilling (hollow stem augers) (/ft.)		40.0	21.00	840.00
Traffic Control (lump sum)		1.0	650.00	650.00
Laboratory Analysis				
Atterberg Limits (/set)		5.0	100.00	500.00
One-Dimensional Consolidation Test (ea.)		1.0	385.00	385.00
Unit Weight Test (ea.)		30.0	26.00	780.00
Unconfined Compression Test (ea.)		30.0	40.00	1,200.00
Modified Proctor (ea.)		1.0	220.00	220.00
CBR Test (3 points) (ea.) w/o Proctor		1.0	825.00	825.00
Project Management and Reporting				
Project Engineer (/hr.)	<i>Geotechnical Exploration Report</i>	20.0	150.00	3,000.00
Senior Engineer (/hr.)	<i>Oversight & Report Review</i>	5.0	228.00	1,140.00
Project Geologist (/hr.)	<i>Prepare and Review Boring Logs</i>	8.0	150.00	1,200.00
Project Engineer (/hr.)	<i>Additional Design Consultation</i>	12.0	150.00	1,800.00
Drafter (/hr.)	<i>Boring Location Plan</i>	2.0	74.00	148.00
			Subtotal	17,624.00
Contingency			5%	880.00
			Total	18,504.00

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

December 29, 2021

Mike Hall
Transportation Project Manager
JEO Consulting Group, Inc
11213 Davenport Street, Suite 200
Omaha, Nebraska 68154

RE: Proposal for Right of Way Services
City of Bellevue
25th Street & Gilmore Lake Road

Dear Mr. Hall:

Midwest Right of Way Services, Inc. is pleased to provide this proposal for right of way services for the above referenced project in Bellevue, Nebraska. We provide the following information for your consideration.

CONSULTANT AND KEY PERSONNEL

Consultant- Midwest Right of Way Services
13425 "A" Street
Omaha, Nebraska 68144
(402) 955-2900
(402) 955-2903 FAX

Key Personnel- Jack Borgmeyer, President
John Borgmeyer, Vice President

PROJECT UNDERSTANDING

This project involves partial acquisitions of Right of Way, Permanent Easements, and Temporary Easement from twenty-seven (27) properties. The City of Bellevue, Nebraska is planning to construct a new roadway at 25th Street and Gilmore Lake Road. This project will require the acquisition of land or permanent easements from four (4) property owners, and temporary easements from twenty-three (23) property owners for construction of the roadway.

PROJECT MANAGEMENT

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the estimate and the subsequent acquisition and relocation will be the responsibility of the project manager.

TITLE RESEARCH

A title search will be performed on the four (4) properties with fee simple acquisition or permanent easements to determine fee ownership and liens and encumbrances which affect the title. Nebraska Title Company will provide the title reports for use in preparing the necessary right of way documents. The cost of the title reports will be passed through to the City of Bellevue without any markup by the consultant. Midwest Right of Way Services will search for, and include in our file, the last deed of record for the properties that only require a temporary easement.

APPRAISAL REPORT

This task involves preparation of four (4) appraisal reports which will provide a value for the properties to be acquired. Marty Giff of Giff Property Services in Omaha, Nebraska will prepare the appraisal for this project. He is approved by the State of Nebraska Department of Transportation.

Midwest Right of Way Services will provide Waiver Valuations for the properties that only require a temporary easement. Waiver valuations can be provided by the consultant when the acquisition is less than \$25,000.00, and is determined to be a uncomplicated valuation.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective and the project's impact on each property before meeting with individual property owners. They will prepare all documents, present and explain the offers, answer all acquisition-related questions, and secure signatures from all interested parties. They will explain the construction plans to each owner and will also explain the effect of the project on their property. Our agents will attempt to meet with each property owner at least three times if necessary.

Midwest Right of Way Services will perform the services in accordance with the City of Bellevue's procedures. Our goal is to acquire the necessary right of way through amicable negotiations. If condemnation is required, Midwest Right of Way Services will deliver the parcel file to the City of Bellevue and be available for consultation or condemnation testimony.

ECONOMIC EQUITY AND INCLUSION PROGRAM

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

SMALL EMERGING BUSINESS TIER II

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

Jack Borgmeyer, President, SR/WA, R/W-RAC, is qualified to complete all aspects of the right of way process. He has over 35 years of experience relating to real estate and right of way. His experience includes right of way title searches, land and easement acquisition, relocation, condemnation testimony, and project management.

John Borgmeyer, Vice President, RWA-GN, Project Manager, joined the company in June 2014. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes project management and acquisition negotiations for roadway, airport, trail, utility, drainage, and sewer projects.

Stacey Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects in Nebraska, Iowa, and Kansas.

Maria Rodriguez, Right of Way Agent, has worked for Midwest Right of Way Services since October 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria speaks and writes the Spanish language fluently.

Denny Bliss, Right of Way Agent, has worked for Midwest Right of Way Services since July 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January of 2017. He has performed acquisition negotiations for utility and roadway projects in Omaha, Lincoln, Lincoln and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, SR/WA, Right of Way Agent, has worked for Midwest Right of Way Services since May 2020. He recently retired from the City of Omaha with over 30 years of experience in Urbanism, Neighborhood Planning, and Community and Economic Development. He managed redevelopment sites during acquisition and land assemblies.

Molly Frederickson, Administrative Assistant, joined our team in January 2019. She provides administrative support and document preparation for Midwest Right of Way's acquisition and relocation agents. She has experience as a document specialist for a local law firm and has experience as an escrow assistant for a real estate title company.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	<u>Hourly Salary Rates</u>
Project Manager	\$ 150.00
Right of Way Agent/Relocation Agent	\$ 125.00
Document Preparation and Administrative Fees	\$ 75.00
Mileage at Standard 2022 IRS Rate	\$ 0.585 per mile

The maximum fees for each task will be as follows:

Task	Maximum Fee
Project Management	27 tracts @ \$ 300.00 each \$ 8,100.00
Title Reports	4 Reports @ \$ 200.00 each \$ 800.00
Last Deed Search (TE only)	23 tracts @ \$125.00 per tract \$ 2,875.00
Appraisal Reports	4 Appraisals @ \$ 2,750.00 each \$ 11,000.00
Waiver Valuations (TE only)	23 Reports @ \$ 250.00 each \$ 5,750.00
Acquisition Negotiations – Fee/PE	4 tracts @ \$ 3,750.00 each \$ 15,000.00
Acquisition Negotiations – TE only	23 tracts @ \$ 1,875.00 each \$ 43,125.00
Document Prep. & Admin. Fees	27 tracts @ \$ 225.00 each \$ 6,075.00
Total Maximum Fee	\$92,725.00

The maximum fee for the project, which includes title reports, appraisals, right of way project management, and acquisition negotiations is **\$92,725.00**.

Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

If the above-described items are satisfactory to you, please sign and date this letter in the space provided. Keep one executed copy of this letter for your files and return one copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



John E. Borgmeyer
 Chief Operations Officer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

 JEO Consulting Group, Inc.

 Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
5/3/2022

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

SUBJECT:

STREET DEPARTMENT TRUCK PURCHASE

SYNOPSIS/BACKGROUND:

THE APPROVED FY 21-22 BUDGET AND C.I.P., STREET DEPARTMENT, INCLUDED \$195,000 FOR EQUIPMENT, INCLUDING THREE PICK-UP TRUCKS.
PUBLIC WORKS IS REQUESTING AUTHORIZATION TO PURCHASE THREE (3) TRUCKS FROM ANDERSON FORD, NE CONTRACTS PRICING (NE CONTRACTS #15479 AND #15444).

FISCAL IMPACT: \$114,007 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: PRICING BASED ON NE STATE CONTRACT 15479 AND 15444

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CIPST22(13)

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

CIP PROJECT NAME: CIPST22(13) CIP PROJECT NUMBER: 13

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

ACCOUNTING DISTRIBUTION CODE: 7100 ACCOUNT NUMBER: EQUIPMENT

RECOMMENDATION:

APPROVAL TO PURCHASE TRUCKS FROM ANDERSON FORD PER EXTENDED STATE OF NEBRASKA CONTRACT PRICING TO THE CITY OF BELLEVUE

ATTACHMENTS:

1. CITY OF BELLEVUE 2022 TRUCK QUOTE 2. 2022 XL EXTENDED CAB 4X4 3. 2022 F150 EXTENDED CAB 4X4 WHITE AV.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breyer
[Signature]
[Signature]

ANDERSON

www.AndersonAutoGroup.com

April 22nd, 2022

Bobby Riggs

Street Superintendent

City of Bellevue

Office: (402) 293-3126

Fax: (402) 293-3077

E-mail: Bobby.Riggs@bellevue.net

re: Quote for 3 trucks

1. 2022 Ford F150 Supercab 4x4, XLT (see attached window sticker): Based off state contract # 15444. Includes current government price concession. **MSRP: \$47,935. Sale price: \$39,254 x 2 vehicles=\$78,508**
2. 2022 Ford F150 Supercab 4x4, XL (see attached window sticker): Based off state contract # 15479. Includes current government price concession. **MSRP: \$44,180. Sale price: \$35,499**

***Vehicles in stock and ready for immediate delivery**

****Payment due within 30 days of pickup of vehicles**

*****Prices and availability only valid on these specific units. Microchip and commodity shortages have vehicle availability extremely low.**

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000

KAN-001121 NE

8805

220220314 0722

ULC CERT CERT TRD RAMP BUMP CANP BOOK EXP J ROTN

004653 1486/1801

1FTFX1B5X NKD43670 NB

FU13

VEHICLE DESCRIPTION

F-150

2022 F-150 4X4 SUPERCAB
145" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO W/TOW M

NK D43670

EXTERIOR OXFORD WHITE
INTERIOR DARK SLATE CLOTH 40/20/40

EPA Fuel Economy and Environment

18 MPG
combined city/hwy

22 5.6
city highway gallons per 100 miles

18 MPG
combined city/hwy

22 5.6
city highway gallons per 100 miles

- EXTERIOR**
- DAYTIME RUNNING LAMPS
 - EASY FUEL CAPLESS FILLER
 - FULLY BOXED STEEL FRAME
 - HALOGEN HEADLAMPS
 - HEADLAMPS - AUTO HIGH BEAM
 - HEADLAMPS - AUTO LAMP
 - LOCKING REMOVABLE TAIL GATE
 - LOCKUP BOX TIE DOWN HOOKS
 - REAR 170-DEGREE DOOR
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT
- INTERIOR**
- 4" PRODUCTIVITY SCREEN
 - 80/40 FOLD-UP REAR BENCH SEAT
 - DUAL SUNVISORS
 - MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
 - POWERPOINTS - 12V
 - TILT/TELESCOPE STR COLUMN
- FUNCTIONAL**
- AUTO HOLD
 - CURVE CONTROL
 - DYNAMIC HITCH ASSIST
 - ELECT 4X4 SHIF-ON-FLY
 - FALL-SAFE COOLING SYSTEM
 - FORDPASS CONNECT™ 4G
 - POTSPOT TELEMATICS MODEM
 - GAS-CHARGED SHOCKS
 - PRE-COLLISION ASSIST W/ABS
 - PWR BACK AND PANORAM STEER
 - REAR VIEW CAMERA
 - SELECTSHIFT®
- SAFETY/SECURITY**
- ADVANCEDTRAC™ WITH RSC®
 - AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - CTR HIGH MOUNT STOP LAMP
 - SECURILOCK® ANTI-THEFT SYS
 - SOS POST-CRASH ALERT SYS™
 - TIRE PRESSURE MONIT SYS
- WARRANTY**
- 5YR/60,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST
 - 8YR/100,000 HYBRID BATTERY

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EQUIPMENT ON THIS VEHICLE

- XL SERIES
- AL POWER EQUIPMENT GROUP
- CRUISE CONTROL
- REVERSE SENSING SYSTEM

OPTIONAL EQUIPMENT/OTHER

- 1035-347809/1627INE
- 17" X 8" STEEL WHEELS
- 285/70R17 BSW ALL-TERRAIN
- 3.31 ELECTRONIC LOCK RR AXLE
- 7050# GVMR PACKAGE
- FRONT LICENSE PLATE BRACKET
- SKID PLATES
- 50 STATE EMISSIONS
- AUTO START-STOP REMOVAL
- CLASS IV TRAILER HITCH
- REAR-WINDOW DEFROSTER
- PRIVACY GLASS
- FLEX FUEL VEHICLE

PRICE INFORMATION

BASE PRICE	\$37,155.00
TOTAL OPTIONS/OTHER	5,500.00
TOTAL VEHICLE & OPTIONS/OTHER	42,655.00
DESTINATION & DELIVERY	1,895.00
TOTAL BEFORE DISCOUNTS	44,180.00
XL HIGH DISCOUNT	750.00
TOTAL SAVINGS	750.00

SALES TAX, TITLE, LICENSE, AND OTHER FEES

(MSRP)

SALES TAX	\$2,980.00
TITLE	1,995.00
LICENSE	420.00
NO CHARGE	160.00
NO CHARGE	50.00
NO CHARGE	205.00
NO CHARGE	220.00
NO CHARGE	100.00

TOTAL MSRP \$43,430.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

CONVOY

ITEM #: 53-F452 017 5B

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

Annual fuel Cost

\$1,950

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

1 3 5 Best

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The best estimate for the 2022 Ford F-150 SuperCrew Cab 4x4 is 18 mpg city/22 mpg highway/5.6 gallons per 100 miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Calculate personalized estimates, and compare vehicles

fuelconomy.gov

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★

Driver Passenger ★ ★ ★ ★ ★

Side Crash ★ ★ ★ ★ ★

Front seat Rear seat ★ ★ ★ ★ ★

Rollover ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FTFX1B5XNKD43670

QR Code

Smartphone

44 YEARS FORD F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for full functionality. Connected service and related features functionality is subject to compatible ATB/network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

FORD PROTECT™

First on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.ford.com/fordprotect.

Scan QR Text: #FORDSW20 to see if you qualify. No 9-5 Data. Rates may vary. Text help for help. www.ford.com/fordprotect/terms/

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

2202203140722

04/20/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

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

SUBJECT:

Haworth Park Wastewater Collection System- Amendment No. Two

SYNOPSIS/BACKGROUND:

Haworth Park Wastewater - this will include completion of the USACE Section 408 and 404 permitting services as outlined in the attached Exhibit A. (Coordination with Papio-Missouri River Natural Resources District (P-MRNRD) Cost Share of 50/50 with Bellevue University.

FISCAL IMPACT: \$142,700.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Haworth Park Wastewater Collection System-Amendment No. Two

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Haworth Park Wastewater Collection System - Project

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

CIP PROJECT NAME: AHP CIP PROJECT NUMBER: PK 22(5)

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

ACCOUNTING DISTRIBUTION CODE: 20-WASTEWATER ACCOUNT NUMBER: 7000

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Bellevue University, not to exceed the amount by \$142,700.00.

ATTACHMENTS:

- Amendment to Wastewater Collection System
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

EXHIBIT A

AMENDMENT TWO SCOPE OF WORK – USACE PERMITTING AND AUTHORIZATIONS

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue and Bellevue University (BU) are proceeding with the final design of the proposed athletic field improvements and reconstruction of the sanitary sewer collection system that will serve the new facility. The athletic fields and sanitary sewer system fall within the levee critical zone for a Federal levee and the work will require a Section 408 permission.

Amendment No. 2 scope of work addresses the completion of the field work necessary for the permit and authorization, development of the Section 408/404 narratives for the permission, and assistance for the development of the Section 1156 funding application.

Items of Work

1. Section 1156 agreement scope and exhibit development and USACE coordination.
2. Field work in support of the Section 408 submittal.
3. Evaluation of the sanitary sewer design with respect to levee impacts.
4. Section 408 authorization submittal for the athletic fields and sanitary sewer.
5. Floodplain permit application.
6. Construction phase services related to the levee modification.
7. Section 408 inspections and modification of the levee O&M manual.
8. Coordination with Bellevue University and the City of Bellevue (OWNER).
9. Coordination with Papio-Missouri River Natural Resources District (P-MRNRD) and USACE.
10. Attendance and participation in stakeholder and agency meetings.
11. Participation in conference calls.

Key Understandings

1. All meetings will be held in the Bellevue vicinity or virtually.
2. The proposed improvements will not result in a change in the levee alignment or change in elevation.
3. The design and construction phase services for the athletic fields and sanitary sewer are not included in this scope of work.
4. One USACE Section 404 permit application and Section 408 authorization request package will be submitted that encompasses both the athletic fields and the sanitary sewer improvements.
5. All draft permit applications and authorization requests will be submitted to the levee sponsor, the P-MRNRD, for review and approval. The USACE Section 404 permit submittals and USACE Section 408 authorization request will only be made after authorization and/or statement of no objection is received from the P-MRNRD.

6. The scope of work does not include design of on-site wetlands mitigation. Any wetlands mitigation will be addressed through purchase from an established wetlands bank. The cost for the wetland mitigation will be paid by the OWNER.
7. A USACE Record of Environmental Consideration (REC) for Section 408 approval, requesting environmental approval under a categorical permission, is included in this scope for the proposed Haworth Park improvements.
8. One addendum to the Levee operation and maintenance (O&M) Manual with levee construction report will be submitted for the athletic fields and sanitary sewer improvements.
9. The scope of work does not include quality control or quality assurance testing for concrete, earthwork, or backfill.
10. The scope of work does not include construction staking.
11. The scope of work does not include floodplain permitting.
12. The construction phase services included in this scope of work are limited to the construction of the levee modifications.
13. Construction documentation for the development of the levee construction report, including test reports, documentation of construction submittals, pre and post levee survey, and record drawings will be provided by the contractors for the athletic fields and sanitary sewer.

TASK SERIES 410 – PROJECT MANAGEMENT

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; overall project management; coordination with OWNER, Bellevue University, and external meetings.

HDR Activities

411 – Team Management and Project Control

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Schedule monitoring and update for Project development.
- Internal coordination meetings.
- Overall quality control review.

412 – Meetings

- Bi-weekly meetings with OWNER, Bellevue University, and Mammoth, the contractor for the ballfields. Assume 18.
- Meetings with the project team, scheduled on an as-requested basis.

413 – P-MRNRD Coordination

- Complete submittals to P-MRNRD.
- Review meetings. Assume 2.
- General correspondence and coordination.

Understandings and Assumptions:

1. Included with the P-MRNRD coordination will be the permit to occupy the P-MRNRD easement during construction which P-MRNRD will issue following USACE Section 408 authorization.

TASK SERIES 420 – SECTION 1156 APPLICATION

Objective: Assist with the development of the Section 1156 agreement.

HDR Activities

421 – Section 1156 Agreement Development

- Create the draft scope of work for the Section 1156 agreement that addresses the anticipated number of submittals and anticipated review disciplines.
- Coordinate with the USACE during the Section 1156 negotiation.
- Prepare and conduct monthly coordination with the USACE on the project status, schedule, and submittals.
- Coordinate with the P-MRNRD.

Understandings and Assumptions:

1. A coordination meeting will be held with P-MRNRD prior to submitting the draft Section 1156 scope for the funding agreement to USACE.

TASK 430 – DATA GATHERING

Objective: Complete the geotechnical investigation and topographic survey necessary for the development of the Section 408 application.

Activities

431 – Geotechnical Investigation

- Submit the drilling program plan for USACE approval.
- Complete the geotechnical investigation. See the attached scope from Terracon.

432 – Topographic Survey

- Complete the topographic survey. See the attached scope from Lamp Rynearson.

Understandings and Assumptions:

1. City of Bellevue, Bellevue University, and P-MRNRD will endeavor to provide all available historical geotechnical information in the project area.
2. P-MRNRD will provide as-built drawings of the existing levee system.

TASK 440 – SECTION 404 CLEAN WATER ACT PRECONSTRUCTION NOTIFICATION

Objective: Acquire a Section 404 Clean Water Act Nationwide Permit for wetland and other waters of the U.S. (WOUS) impacts that would occur during construction of the proposed improvements.

Items of Work

1. USACE pre-submittal meeting.
2. Section 404 Clean Water Act Pre-Construction Notification (Nationwide Permit Application).

HDR Activities

441 – Coordination Meetings

- Arrange for, attend, and conduct one pre-application meeting (via teleconference or video conference) with USACE, OWNER, Bellevue University, and P-MRNRD to discuss the project, approach for preparing the Section 404 PCN, approach for restoration and rehabilitation of uplands and wetlands temporarily affected by construction, and approach for mitigation (if warranted based on total permanent wetland impacts).
- Participate in one additional teleconference to address preparation of one NEPA REC document.

441 – Draft Section 404 Pre-Construction Notification

- Prepare a draft Section 404 Pre-Construction Notification to include a complete description of the proposed improvements, documentation of impacts on all wetlands and other WOUS, and wetland mitigation. Electronic files of the documents will be submitted to the OWNER, P-MRNRD, and USACE for review and approval.

443 – Final Section 404 Pre-Construction Notification

- The Consultant will revise the draft Pre-Construction Notification per comments and resubmit a final version to the OWNER, P-MRNRD, and USACE.

Understandings and Assumptions:

1. Wetlands within the project area will be delineated by HDR as identified in the existing project, and the boundaries established will be used for the Pre-Construction Notification.
2. One Section 404 PCN will be developed for all improvements in Haworth Park that would impact wetlands and other WOUS.
3. Minor comments and clarifications on the Section 404 Pre-Construction Notification beyond the draft and final application are presumed to be addressed through emails.

4. The proposed activities in Haworth Park will be addressed in a Nationwide Permit, anticipated to be a NWP 42 (Recreational Facilities) with Section 401 Water Quality Certification. A Section 10 Rivers and Harbors Act permit would not be required based on preliminary design indicating that temporary or permanent structures would not be within the Construction Reference Plane.
5. Wetland mitigation, if required, would be addressed via a wetland mitigation bank. Stream mitigation, including preparation of a Nebraska Stream Condition Assessment Procedure (NeSCAP), is not included in this scope. No mitigation planning or design would occur. Costs for mitigation bank credits are not included in this amendment.
6. The reviews for potential threatened and endangered species impacts and cultural resources impacts are included in Task 450 of this amendment. No further surveys would be conducted.

TASK 450 – RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Objective: Prepare a USACE REC document to review the Haworth Park improvements during advanced design in comparison to the improvements described.

HDR Activities

451 – REC

- Prepare a REC for the proposed improvements to qualify against a USACE Omaha District categorical permission.
- Perform a USFWS Information, Planning, and Consultation (IPaC) System analysis and a NGPC Conservation and Environmental Review Tool (CERT) analysis for threatened and endangered (T&E) species and their habitat.
- Perform a desktop Phase 1A reconnaissance study for cultural resources.
- Review regulated materials database in support of the REC.

Deliverables: T&E habitat memorandum, Phase 1A cultural resources memorandum, and REC with transmittal to the OWNER, P-MRNRD, and USACE.

Understandings and Assumptions:

1. HDR assumes that one Section 408 REC NEPA document will be required for the Haworth Park improvements.
2. HDR assumes that there would be four iterations of the REC: one for transmittal to the OWNER and P-MRNRD, one to address comments, one for submittal to USACE, and one to address comments.
3. A review for T&E species habitat would be conducted by the wetland scientists as they are conducting the wetland and other WOUS delineation under the existing contract, with results to be documented in the T&E memorandum under this task.
4. The USACE cultural resources group will review the Phase 1A reconnaissance study and coordinate the results with the State Historic Preservation Office

(SHPO). If a field survey is determined to be required by USACE or SHPO, that service would be developed as a supplemental task.

TASK 460 – SECTION 408 SUBMITTAL

Objective: Complete Pre-Submittal coordination and development of the Section 408 authorization request for the proposed improvements.

Activities

461 – Prepare Section 408 Submittal

- Coordinate with the OWNER, P-MRNRD and USACE on monthly calls specific to the work proposed within the levee critical area and within the Missouri River bank stabilization.
- Coordinate with the design team on submittal requirements.
- Prepare draft Section 408 submittal
- Submit draft Section 408 submittal to P-MRNRD (Sponsor) for review.
- Attend one review meeting.
- Revise submittal to incorporate review comments.
- Prepare and submit one electronic USACE package.
- Review and address comments received from USACE.
- Coordinate the response to comments with the levee Sponsor.

Assumptions:

1. The Section 408 submittal will adhere to the requirements stipulated in the September 2018 USACE Engineering Circular (EC) 1165-2-220 governing the Section 408 process for alterations to civil works structures.
2. One individual Section 408 authorization request will be submitted for full review.
3. FYRA serves as the levee certification engineer of record in a separate project. The levee is included in that project. Due to FYRA's involvement, and the current and proposed future levee accreditation, FYRA will review proposed project improvements against FEMA certification criteria. This review will be documented in a memo sent to the file. If there are proposed improvements that do not meet FEMA criteria, the associated improvements will be redesigned to meet criteria.
4. Proposed design will be reviewed for levee safety impacts as well as the Sponsor's ability to operate and maintain as part of the Section 408 submittal.
5. It is assumed that the draft Section 408 submittal will be provided electronically to OWNER and P-MRNRD to review. Upon incorporation of comments, the P-MRNRD will package the Statement of No Objection with the Section 408 Submittal and submit to USACE.
6. It is assumed that the submittal to USACE will be made at the 90% design submittal stage. It is assumed that one set of comments will be received. Comments will be delivered through email. Comments will be exported to excel format and responses will be coordinated internally in excel format. These

responses will be coordinated with the Sponsor prior to submitting responses with revised documents, if necessary, to P-MRNRD and USACE.

7. It is assumed that the Section 408 submittal will not require Division or Risk Management Center (RMC) review or approval. Should USACE require Division or RMC review, additional services may be required.
8. USACE approved Engineering and Construction Bulletin (ECB) Number 2019-15 *Interim Approach for Risk-Informed Designs for Dam and Levee Projects*, effective on October 8, 2019. It is assumed that a pre-submittal meeting with USACE will occur prior to completion and submittal of the Section 408 package. The potential impacts of this ECB policy will be discussed at that time. Currently there is no time allotted for incorporating risk-informed decision making into the design. Should this become a requirement, an amendment for additional services will be required.
9. USACE recently published EC 1165-2-218 *USACE Levee Safety Program*. This EC modifies aspects of the levee safety program, which will be a review element of the Section 408 authorization process. This EC includes provisions for both failure mode and risk analyses or assessments along levee systems. At this time, there is no clear guidance on how this will impact specific proponent-driven Section 408 submittals. It is assumed that failure mode and risk analyses or assessments will not be required for the Section 408 authorization request. Should this become a requirement before the submittal date, an amendment for additional services will be required.

TASK SERIES 470 – LEVEE MODIFICATIONS FINAL DESIGN

Objective: Complete the final design of the levee modifications for the utility crossings including the tieback levee for construction.

HDR Activities

471 - 60 Percent Design Submittal

- Receive the proposed utility information for the ballfield improvements.
- Develop utility corridor plan.
- Develop the preliminary levee crossing details including reconstruction details and pavement reconstruction.
- Develop the preliminary configuration of the temporary levee.
- Advance plans to 60 percent.
- Provide copies of the plans to the utility providers in the area and receive their infrastructure information.
- Submit plans to OWNER, Bellevue University, and P-MRNRD for review.
- Meet with OWNER, Bellevue University, and P-MRNRD on site to review the project alignments and to receive review comments.

472 – 90 Percent Design Submittal

- Incorporate review comments.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
5/3/2022

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

SUBJECT:

Memorandum of Understanding between the City of Bellevue and Bellevue University.

SYNOPSIS/BACKGROUND:

The MOU between the City and Bellevue University will establish cost sharing with regard to the due diligence and costs associated with trying to obtain the permits necessary to bring a functional sanitary sewer system from the eastern edge of the City boundaries along Highway 370 east of the BNSF Railway tracks in a manner which would support development of (i) a soccer and softball complex south of Highway 370 in Haworth Park (west of Payne Drive) and (ii) certain other improvements north of Highway 370 in American Heroes Park.

FISCAL IMPACT: Up to \$71,350 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Approve and authorize the Mayor to sign the MOU.

ATTACHMENTS:

1. MOU	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Robbins

[Signature]

[Signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into as of the last date set forth on the signature page attached hereto, by and between the City of Bellevue, Nebraska, a municipal corporation ("City") and Bellevue University, a Nebraska non-profit corporation ("University") (collectively, the "Parties"), for the purpose of establishing a cost sharing agreement between the City and the University with regard to the due diligence and costs associated with trying to obtain the permits necessary to bring a functional sanitary sewer system from the eastern edge of the City boundaries along Highway 370 east of the BNSF Railway tracks in a manner which would support development of (i) a soccer and softball complex south of Highway 370 in Haworth Park (west of Payne Drive) and (ii) certain other improvements north of Highway 370 in American Heroes Park (collectively, the "Project").

WHEREAS, when the Parties refer to Haworth Park herein, they shall mean only those portions of Haworth Park that are west of Payne Drive.

WHEREAS, the University desires to install a soccer field, fast-pitch softball field and certain other improvements in Haworth Park generally located south of Highway 370 and west of Payne Drive (collectively, the "Recreational Facilities");

WHEREAS, in order to support the Recreational Facilities, a sanitary sewer system and certain other utility infrastructure will need to be accessible by the Recreational Facilities;

WHEREAS, the City desires to make certain improvements to American Heroes Park which will also require a sanitary sewer system and other utilities to be available in American Heroes Park; and

WHEREAS, the University and City desire to work together to (i) determine the requirements necessary to bring the Project forward to support Haworth Park and American Heroes Park, (ii) obtain any necessary permits for installing the Project to support Haworth Park and American Heroes Park, and (iii) work with the necessary engineering firms and other contractors and vendors as necessary to obtain approval for the Project.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. Permit Requirements. The City shall engage HDR, Inc. ("HDR") to perform any necessary work to study the Project and determine all requirements necessary to construct the Project. Based upon HDR's preliminary study of the Project, the City will engage HDR to apply for (i) a 404 Permit (which deals with certain wetlands studies), (ii) a 408 Permit (which deals with construction adjoining the Corps of Engineers levy system in Haworth Park), and (iii) submitting a 1156(a)(2) Agreement to the Corps of Engineers in accordance with the Water Resources District Act of 2016 to expedite the review process for the 404 Permit and 408 Permit (collectively, the "Permits"). The Parties understand that should the City be required to put any services out for bid, the selected bidder by the City shall replace HDR.

2. Due Diligence Information. In order to apply for the Permits, the City and University each acknowledge and understand that certain due diligence investigation is required to obtain surveys, soil sampling, wetlands delineation, a grading plan, and other plans or studies as required for submitting applications for the Permits (the "Due Diligence Information").

3. Contractors and Vendors. In order to complete the Due Diligence Information and apply for the Permits, the City and/or University will engage certain vendors, contractors or other service providers to prepare the information necessary for applying for the Permits. Such contractors may include, but shall not be limited to: HDR, Terracon, Lamp Rynearson, Mammoth Sports Construction, an architect, and other professionals as deemed necessary by the City and University to obtain approvals for the Project (collectively, the "Professional Services"). Professional Services shall not include attorneys.

4. Cost Sharing Arrangement. The City and University each acknowledge that the Project is in the mutual best interests of the Parties, and each Party agrees to pay for fifty percent (50%) of the costs necessary to obtain the Permits, Due Diligence Information and Professional Services to obtain approval for the Project (collectively, the "Costs"). By sharing in the Costs, the City and University each acknowledge and agree that they will obtain valuable consideration for cooperating with each other to obtain approval for the Project because the Project will ultimately service improvements desired by the University in Haworth Park and improvements desired by the City in American Heroes Park. Prior to entering into any contracts for Professional Services, the City and University will discuss the Costs related to the same, and the Parties shall work in good faith to agree upon the Costs to be shared between the Parties in obtaining approval for the Project. As of the date of this MOU, it is anticipated that the Parties may expend in excess of \$142,700 in order to engage the parties necessary for Professional Services, Due Diligence Information and apply for the Permits. By entering into this MOU, the Parties are not agreeing to any cost-sharing arrangement with regard to the actual construction of the Project; rather, the Parties are simply agreeing to share in the Costs necessary to determine whether Permits can be obtained for the Project.

5. Engagement of Professional Services. As of the date of this MOU, it is contemplated that the City will enter into contracts for Professional Services as contemplated herein and the Costs for such Professional Services shall be as outlined in Paragraph 4; provided, however, in the event that the University engages any Professional Services which support the Project, the Costs for all such Professional Services (as mutually agreed upon the Parties) shall be subject to the terms of this MOU.

6. General Provisions. The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this MOU. If at any time either party is unable to perform their duties or responsibilities under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

7. Notice. Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth below the signatures below or to such address as one may have furnished to the other in writing.

8. Amendment or Cancellation of this MOU. This MOU may be amended or modified at any time in writing by mutual consent of both parties.

9. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Nebraska and the City of Bellevue, Nebraska.

10. Assignment. Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

11. Entire Understanding. This MOU constitutes the entire understanding of the Parties pertaining to the matters specifically contemplated hereunder at this time.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

This MOU shall be effective as of the last date set forth below.

Bellevue University

By: _____
Mary Hawkins, President

Address: 1000 Galvin Road South
Bellevue, NE 68005

Date: May _____, 2022

City of Bellevue

By: _____
Rusty Hike, Mayor

Address: 1500 Wall Street
Bellevue, NE 68005

Date: May _____, 2022

April 28th , 2022

Administration

Met with Gross High School Senior for class report.

Meeting with Beardmore to discuss access issues.

Multiple Wastewater Agency meetings for Southern project.

Met with Council members to review new logo and annual report.

Planning meeting with HDR and OPPD regarding Project Reach.

Weekly Zoom meeting with project coordinators for Project Reach.

Meeting with Dept. of Environment and Energy regarding Carriage Cleaners site.

Meeting with City real estate representative on land issues and potential projects.

Meeting with ENCAP for fund raising for the Food Pantry.

Attended Eastern Nebraska Vets home groundbreaking ceremony.

Conducted Code Enforcement appeal hearing.

Meeting with Joe K. regarding city legislative concerns.

Meeting with landowners in reference to Project Reach.

Budget meetings.

Meeting with Tim Burke regarding Offutt AFB projects off base.

IAFF Negotiation meetings.

Met with housing developer for future low to moderate income housing.

Meeting with Chamber personnel regarding Willow Lakes golf course.

Attended candidate forum hosted by the Chamber.

Meeting with private developer regarding public works site.

Working with the Community Foundation for the community festival.

Discussion with Public Works on personnel shortages.

Swanson Park and encroachments discussion.

Attended STRATCOM luncheon.

Meeting with Insurance provider.

Meeting with Darling Industries.

Meeting at Heritage Ridge with Mayor Hike.

Cell Phone discussion and future plans.

Meeting at Burlington with Mayor Hike and Mayor Black.

BPD retirement discussion.

Meeting with landowner on Hwy 75 & Hwy 34.

Community Development

Planning

Continued to work on the Master Parks Plan

Met with a Developer on a new single family project

Met with a Developer on a potential TIF project

Met with a potential multi family developer new to the area

Attended NRD presentation on flood maps.

Permits and Inspections

Performed 887 Inspections

Issued 17 new permits for single family dwellings

Code Enforcement

Notices Issued -255

Red Tags –36

Clean ups – 4

Calls – 1,395

Towed Vehicles –10

Tree Removals – 1

Communications

Updating website and social media on road closures and other updates

Finishing up on the 2022 Annual Report

Worked with the Chamber on information for their publication

Ongoing work with the Foundation on 2022 Bellevue Rocks Event

Finance

(See Attached)

Library

- The library celebrated National Library Week, April 3-9, with special activities. Some 26 teams (or 101 individuals) participated in the Children's Department's "Mystery of the Mauled Library Book" challenge that took participants all around the library looking for clues. Fifteen teams correctly identified the "culprit" and three of these were drawn as gift card prizewinners. The Young Adult Department kicked off a Bookmark Contest ending April 22. Contestants submitted designs for bookmarks to go with the YA Summer Library Program theme of "Oceans of Possibilities." The Adult Department held a contest in which participants had to guess which kitchen gadget was featured in photos on the library's Facebook page. Three winners received prizes. The library also thanks the Friends of the Bellevue Public Library who provided treats throughout the week for staff in recognition of their service.
- The Bellevue Public Library Advisory Board met for its regular monthly meeting on April 20. The Board welcomed Sarah Mlnarik as a new member. Among other items, the Board approved personnel and cell phone and electronic device use policies and heard an update on the library renovation project.
- Emily Sheley joined the library staff on April 13 as Interlibrary Loan/Adult Services part-time clerk. Also new to the staff is Vickie Dishman, who is serving as part-time clerk in the Circulation department.
- The 2022 Adult Library Program (ALP) continues through May 14. Prizes are awarded to five weekly winners and there will be five grand prizes winners at the end of the program. In addition to a reading challenge through the library's online Beanstack interface, participants have had the opportunity to participate with Zoom sessions featuring Humanities Nebraska speakers, a variety of take-home kits, special craft and poetry contests, Library Bingo, and programs on meditation and creation, bees, chocolate, and beginning gardening.
- To celebrate April as National Poetry Month, the Children's Department has been offering two related activities. Children and their families can visit the Poets' Corner in the Children's area to create their very own poem. Those who submit their entry have a chance at winning one of 10 free books. Also, on Mondays during April, live poetry readings for children and their families are being held. Readers may share their own poems or their favorites written by others.

CITY OF BELLEVUE
ADMINISTRATION REPORT

- The Children's Department is partnering with the Daughters of the American Revolution (DAR) and the Bellevue Library Foundation to hold a Month of the Military Child Essay Contest, April 1-30. First prize is \$50 with second and third receiving \$25 each.

Police

- 4/03 – 04/08 - FBI Law Enforcement Executive Development Seminar
- 4/11 – KETV interview
- 4/12 – Host Leadership Bellevue
- 4/12 – Community meeting
- 4/13 – KETV interview
- 4/18 – Meeting with Lt. Col. Maher – 55th
- 4/18 – USSTRATCOM Luncheon
- 4/19 – Ribbon Cutting – Onyx Wellness
- 4/19 – City Council Meeting
- 4/20 – Justice Clearinghouse coordination
- 4/21 – Meeting with UNO Professor Ward – citizen survey
- 4/27 – Ribbon Cutting – Papa Reno

Fire

(See Attached)



City of Bellevue

Fire Department

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

Bellevue Fire Department Council Report

Report Date 4/26/2022

A. General Items:

- QA/QI
- Currently evaluating our EMS equipment and supply orders from our primary vendor, Boundtree, to ensure we are choosing the most economical option. Also evaluating if we can get items from a secondary vendor for a better price
- Stroke Committee meeting with BMC this week (April 26th)
- Chest Pain Committee Meeting at BMC May 20th
- Creighton EMS Advisory Board meeting April 29th
- Fighting fire that started at 16th and front street and has burned North to Gifford farm.

B. Training:

- Mass casualty drill on 4/24/2022 at Cobalt credit union in Papillion
- Second half of the recruit class is in training.
- IV and IO med administration in burn scenarios.

C. Inspections:

- Plan review remodel 2211 Capehart Rd # 105 Great Clips.
- Plan review Rocket Car Wash.
- Liquor license inspection Papa Chucks 910 Fort Crook Rd.
- Site plan review Fontenelle hill Estates.
- Prebuild for the Pierce pumper.
- Final inspection 3672 Lexington Ave Suite 2.
- Fire alarm plan Review Ascend Apts. 1236-1238 Childs Rd.
- Day care inspection B&K's Exceptional Ones 12717 S. 28th Ave Suite D.
- Day care inspection La Pettie Academy 3005 Comstock Ave.
- Plan review In-patient Dialysis rooms Bellevue Medical Center 2510 Bellevue Medical Center Dr.
- Plan review Radiology Dept. Bellevue Medical Center 2500 Bellevue Medical Center Dr.
- Plan review St. Mary's School kitchen remodel 903 W mission Ave.
- Plan review boiler replacement Fairview Elementary School 14110 Tregaron Dr.
- Plan review fire alarm Fairview Elementary School 14110 Tregaron Dr.



1. Month-end/Year-end financials

March 2022 YTD numbers reflecting favorable results. Full year preliminary forecast indicates an unfavorable variance to budget due to an unbudgeted but fully-funded purchase of land associated with Project Reach and unfavorable personnel spending.

City-Wide Financial Forecast - Year-To-Date March 2022 (Preliminary)

	Year-To-Date			Full Year	
	Actual	Better / (Worse)	Better / (Worse)	FYE 2022 Budget	Better / (Worse)
		Than Budget	Than Prior Year Actual		Than Budget
Revenues					
Property Taxes	18,921,800	1,240,593	1,395,286	30,431,712	1,240,593
Sales Taxes	9,510,945	470,970	1,093,856	15,497,100	470,970
Occupation/Business Taxes	1,222,472	(244,435)	84,473	2,150,283	(244,435)
Other Revenues	29,880,640	8,395,969	3,920,831	55,553,844	4,395,969
Total Revenues	<u>59,535,857</u>	<u>9,863,097</u>	<u>6,494,446</u>	<u>103,632,939</u>	<u>5,863,097</u>
Expenditures					
Personnel	21,440,996	(319,833)	(5,650,581)	35,734,073	(319,833)
Department Expenditures	11,621,529	2,664,269	530,835	24,822,087	2,664,269
Capital Expenditures	5,354,477	(4,985,002)	(1,351,917)	31,881,907	(4,985,002)
Other Expenditures	14,490,303	(2,946,027)	(665,650)	15,194,872	(2,946,028)
Total Expenditures	<u>52,907,305</u>	<u>(5,586,593)</u>	<u>(7,137,313)</u>	<u>107,632,939</u>	<u>(5,586,594)</u>
Net Revenues	<u>6,628,552</u>	<u>4,276,504</u>	<u>(642,867)</u>	<u>(4,000,000)</u>	<u>276,503</u>

2. Debt

Better than planned (lower outstanding debt). Manageable.

**City of Bellevue
Bonded Indebtedness Forecast**

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-20	\$ 78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$ 69,635,000	1.59%
Principal Payments During Year	(12,630,000)		\$ (435,000)	\$ (250,000)	\$(11,945,000)	
New Debt Issued	12,370,000		\$ 5,850,000	\$ -	\$ 6,520,000	
Ending Bonded Indebtedness at 09-30-21	78,645,000	1.72%	\$12,510,000	\$1,925,000	\$ 64,210,000	1.41%
Fiscal Year 2021-2022						
Principal Payments During Year	(5,465,000)		\$ (435,000)	\$ (255,000)	\$ (4,775,000)	
Old Debt To Be Refunded	(6,925,000)		\$ -	\$ -	\$ (6,925,000)	
New Debt To Be Issued	10,090,000		\$ -	\$ -	\$ 10,090,000	
Ending Bonded Indebtedness at 09-30-22	\$ 76,345,000	1.67%	\$12,075,000	\$1,670,000	\$ 62,600,000	1.37%

Valuation: \$4,569,937,000

Finance Status Report (Continued)

3. Budget Summary

The first half of FYE2022 is worse than budget due to higher than anticipated personnel costs. Although we expect personnel expenditures to continue to increase as departments reach full staffing and deployment, property taxes, sales taxes, fees and permits and state aid are forecasted to offset those costs, resulting in the bottom line being better than budgeted. However, due to expenditures being higher-unbudgeted but fully-funded Project Reach land purchase and continued inflation pressures and supply issues-the expenditure budget may need to be amended prior to year-end.

4. Select Expenditures

The city purchased a building that will serve as the future site for the library. The cost of the library-only part of the building are expected to be substantially offset by library foundation donations, grants, and proceeds from the sale of the existing library building. The remainder of the new building currently has tenants, from which cash flow could pay for a significant part of the cost of the building over the next 15 years.

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

Continue to work on finding the best uses of federal funding and researching other state and federal grants. The ARPA Funds Compliance Report is shown on the following two pages.

**2021 AMERICAN RESCUE PLAN [ACT] – (ARPA)
STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)**

The City of Bellevue filed the SLFRF Compliance Report on April 21, 2022. The City elected the standard allowance of up to \$10 million, not to exceed the total award allocation, for identifying revenue loss. The City’s allocation was \$8,395,637.00 and has been applied the revenue replacement funds to the provision of government services, counteracting the revenue loss due to Covid-19. The next Compliance Report will be due April 30, 2023.

The Summary of the Compliance Report is shown below:

**SLFRF Compliance Report - SLT-4994-P&E Report-Q1 2022
Report Period : Annual March 2022**

Recipient Profile

Recipient Information

Recipient UEI	MGFGXEFM3353
Recipient TIN	476006099
Recipient Legal Entity Name	Bellevue, Nebraska
Recipient Type	
FAIN	
CFDA No./Assistance Listing	
Recipient Address	1500 Wall Street
Recipient Address 2	
Recipient Address 3	
Recipient City	Bellevue
Recipient State/Territory	NE
Recipient Zip5	68005
Recipient Zip+4	
Recipient Reporting Tier	Tier 5. Metropolitan cities and counties with a population below 250,000 residents which received less than \$10 million in SLFRF funding
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

**2021 AMERICAN RESCUE PLAN [ACT] – (ARPA)
STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)**

Project Overview

Project Name: City of Bellevue NE-Revenue Replacement

Project Identification Number	COB1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	
Total Cumulative Obligations	\$8,395,637.00
Total Cumulative Expenditures	\$8,395,637.00
Current Period Obligations	\$8,395,637.00
Current Period Expenditures	\$8,395,637.00
Project Description	The City of Bellevue has applied the revenue replacement funds to aid with the provision of government services and counteract revenue loss due to Covid-19.

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$8,395,637.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Revenue Replacement funds are allocated to general governmental services and expenditures provided by the City of Bellevue, including but not limited to costs incurred through the provision of governmental services by Public Safety, Public Works and Human Services for maintenance and repair of city facilities, repairs and replacement of roads and bridges, financial support of employees, and to pandemic-related expenditures that provide mitigation and mediation of the negative economic impacts of the Covid-19 public health emergency not otherwise funded by grants and relief funds.

Overview

Total Obligations	\$8,395,637.00
Total Expenditures	\$8,395,637.00
Total Number of Projects	1
Total Number of Subawards	0
Total Number of Expenditures	0



City of Bellevue

Fire Department

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D. Calls: April 13th through April 26th

Fire – 59

Rescue - 186

E. Ambulance Billing

March 1-31, 2022

\$289,469.62 has been billed out to insurance companies (375 insurance claims)
<\$130,261.33 > approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$289,469.62)

=====

\$ 159,208.29 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 93,489.17 deposited into the bank March 1-31, 2022

3,041.38 additional revenue in Credit/Debit card payments were received March 1-31, 2022.

\$ 96,530.55 TOTAL March 1-31, 2022 rescue fee revenue

Statement Billing:

243 statements were mailed to patients for unpaid account balances

These statements totaled \$ 136,759.80

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



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F. Manpower Report Staffing

Staffing Report from 3/28/2022 through 4/3/2022

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	T31 & E41	3 Person
Tuesday	PM	Full	
Wednesday	AM	T21 & E41	3 Person
Wednesday	PM	Full	
Thursday	AM	T21	3 Person
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	E1 & T31	3 Person
Saturday	PM	T31	3 Person
Sunday	AM	E1, T21, T31 & E41	3 Person
Sunday	PM	E41	3 Person

Staffing Report from 4/4/2022 through 4/10/2022

Monday	AM	T31	3 Person	
Monday	PM	Full		
Tuesday	AM	T21, & T31	3 Person	No Batt. 2
Tuesday	PM	E41	3 Person	
Wednesday	AM	T31	3 Person	
Wednesday	PM	Full		
Thursday	AM	T21, T31 & E41	3 Person	No Batt. 2
Thursday	PM	E41	3 Person	
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	T21, T31 & E41	3 Person	
Saturday	PM	T21, T31 & E41	3 Person	
Sunday	AM	E1, T21, T31 & E41	3 Person	No EMS
Sunday	PM	E1	3 Person	



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Staffing Report from 4/11/2022 through 4/17/2022

Monday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Monday	PM	E1, T21, T31 & E41	3 Person	
Tuesday	AM	E1, T31 & E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	T31 & E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, T31	3 Person	
Thursday	PM	Full		
Friday	AM	E1, T21, T31 & E41	3 Person	
Friday	PM	E1, T21, & T31	3 Person	
Saturday	AM	E1, T21, T31 & E41	3 Person	
Saturday	PM	E1, T31 & E41	3 Person	No EMS
Sunday	AM	E1, T21, T31 & E41	3 Person	
Sunday	PM	E1, T31 & E41	3 Person	

Staffing Report from 4/18/2022 through 4/24/2022

Monday	AM	E1, T21, & T31	3 Person	
Monday	PM	E1	3 Person	
Tuesday	AM	T31 & E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E1, T21 & E41	3 Person	
Wednesday	PM	E1, T21 & E41	3 Person	
Thursday	AM	E1, T21 & E41	3 Person	
Thursday	PM	E1, & T31	3 Person	
Friday	AM	E1, T21, T31 & E41	3 Person	
Friday	PM	T21, T31 & E41	3 Person	
Saturday	AM	E1 & E41 3 Person, T21 Closed		
Saturday	PM	E1, T31 & E41	3 Person	
Sunday	AM	E1, T21, T31 & E41	3 Person	No EMS
Sunday	PM	E1, T31 & E41	3 Person	