Bellevue City Council Meeting
Tuesday, August 16, 2022 5:30 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andrew Diorio, Midlands Bible Baptist Church, 2407 Chandler Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
    a. Approval of the Agenda
    b. Approval of the Consent Agenda ***(Items marked with an (*) are approved where this item is, unless otherwise removed)***
        1. * Acknowledge receipt of the July 28, 2022 Planning Commission Minutes.
        2. * Approval of August 2, 2022 City Council Minutes.
        3. * Approval of August 9, 2022 Special Budget Hearing Meeting Minutes.
6. * APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: None
8. ORGANIZATIONAL MATTERS:
    a. * Recommend reappointment of Mimi Janda to the Bellevue Housing Authority to serve a five-year term ending July 2027. (Mayor Hike)
    b. * Recommend reappointment of Ralph Gladbach to the Bellevue Bridge Commission to serve a six-year term ending July 2028. (Mayor Hike)
    c. * Recommend appointments of Keith Clark and Dave Seeba to the Civil Service Commission to serve five-year terms ending May 2027. (City Administrator)
    d. * Recommend reappointments of Thomas Kimball and Dan Downs (Alternate) to the Building Board of Review to serve five-year terms ending July 2027. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: None
10. LIQUOR LICENSES:
    a. Recommend to the Nebraska Liquor Control Commission (NLCC) to approve the application for a Class "IK" Liquor License to sell beer, wine, and distilled spirits, On Sale Only; change in name on the License to Famous Dave's Ribs Inc., dba "Famous Dave's" at 2015 Pratt Avenue, Bellevue, NE 68123; and Darius E. Robinson as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
    a. Ordinance No. 4104: Request to amend Ordinance No. 3619, City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles, Article 2, Definitions, and miscellaneous section numbers. Applicant: City of Bellevue. (Planning Manager)
    b. Ordinance No. 4105: Request to amend the City of Bellevue Subdivision Regulations, regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue. (Planning Manager)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
    a. Ordinance No. 4106: An ordinance to adopt the Annual Appropriations Bill. (Finance Director)
        1. Resolution No. 2022-23: A resolution to set the 2022-2023 property tax request. (Finance Director) **(No Action Required at this Meeting)**
13. ORDINANCES FOR INTRODUCTION (1st reading): None

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request to final plat Lots 192 through 266, and Outlots I and J, Lakewood West being a platting of Tax Lot 14, and a replat of Outlot H, Lakewood West, all located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Woodsonia Lakewood West, LLC. General location: South 60th Street and Hwy 370. (Planning Manager)

1. Approval of the First Amendment to the Lakewood West Subdivision Agreement.

b. Request to approve the 2023-2028 Capital Improvement Plan. Applicant: City of Bellevue. (Planning Manager)

c. Request to approve the Fort Crook Road Plan. Applicant: City of Bellevue. (Planning Manager)

15. RESOLUTIONS:

a. Resolution No. 2022-24: Approve and authorize the Mayor to sign a resolution adopting the Amended Bellevue Nebraska Economic Development Program Plan and submitting the same to the qualified electors of the City. (City Administrator/Community Development Director)

b. Resolution No. 2022-25: Bond Reimbursement FY 2023 - to preserve the City's flexibility in financing capital improvements. (Finance Director)

16. CURRENT BUSINESS:

a. * Approve the Mayor to sign the Political Subdivision Addendum to permit the city to participate in the State of Nebraska's U.S. Bank Card Program. (Finance Director)

b. * Approve and authorize the Mayor to sign a license agreement between the City of Bellevue and Level 3 Communications LLC. (Public Works Director)

c. * Request to approve a 30-day filing for the Lakewood West Phase 1 final plat, as per Section 4-11, Subdivision Regulations. (Planning Manager)

d. * Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroeher or Sgt. Don Pleiss. (City Clerk)

e. Approve recommendation of Proposal #1, Christensen Excavating Co., for the demolition of the structure(s) located at 1014 Grenoble Drive, including water and sewer disconnects, inspection and removal of all asbestos found, and after removal of all debris, filling the foundation hole with clean fill dirt and leaving the lot in a graded, seeded and safe condition, in an amount not to exceed $14,200. (Chief Building Inspector)

f. Recommendation to approve the Contract with Coldspring to purchase a columbarium for the city cemetery, in an amount not to exceed $149,789. (Public Works Director)

g. Approve and authorize the Mayor to sign the Permanent and Temporary Construction and Maintenance Easements of sanitary sewer over part of Lot 3, Paradise Park and approve the filing and recording of the same, in an amount not to exceed $10,000. (Public Works Director)

h. Approve and authorize the Mayor to sign an Agreement with Alfred Benesch and Company for Engineering Services on the Mission Ave. Streetscaping and Reconstruction Design, in an amount not to exceed $219,374. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Report is given at the first Council Meeting of each month - August report will be attached to the September 6th Council Packet.)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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

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

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

Motion was made by Ackley, seconded by Jacobson, to approve the minutes of the June 23, 2022, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Aerni asked if there were any updates or additions to staff reports. Palm advised there were no updates or additions.

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

Aerni explained the public hearing procedures

The following items were on the consent agenda:

Item 2.a.: Request to final plat Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, Lots 12, 13, 16 17, 19, 55A, 233 and 234, Fontenelle, and 1/2 of vacated Laurel Lane. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Dr. and Ridgewood Dr./Martin Dr. and Ridgewood Ct. Case #: S-2206-14.

Item 2.b.: Request to final plat Lots 192 through 266, and Outlot I and J, Lakewood West being a platting of Tax Lot 14, and a replat of Outlot H, Lakewood West, all located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and approval of Lakewood West subdivision agreement. Applicant: Woodsonia Lakewood West, LLC. General location: South 60th Street and Hwy 370. Case #: S-2206-15.

There was no one present to speak in favor of, or in opposition to the consent agenda. Subsequently, Aerni closed the public hearing.

MOTION was made by Jacobson, seconded by Hankins, to recommend APPROVAL of the consent agenda items. APPROVAL based upon conformance with the preliminary plats. Upon roll call, Compton, Hankins, Ritz, Aerni, Bennett, Perrin, and Jacobson voted yes, Ackley abstained. Motion carried.

These items will proceed to City Council for PUBLIC HEARING ON August 16, 2022.

PUBLIC HEARING was held on a request to declare as blighted and substandard Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A, all located in the Southeast ¼ of Section 22, T14N, R13E, Sarpy County, Nebraska. Applicant: Habitat For Humanity of Sarpy County, Inc. General location: 10th Street and Kasper Street. Case #: ECD-56.

Aerni asked staff for updates. Palm stated there were no updates and gave a summary of the request. She stated the blighted and substandard process is the first step in receiving TIF (Tax Increment Financing). Palm stated the applicant intends to construct affordable housing in this area. She said the area is adjacent to the Fort Crook Road corridor and to property which has already been designated as blighted and substandard. Palm stated staff agrees the area meets the statutory requirements and is supportive of the request. She said if this area is declared blighted and substandard the city is well under the threshold required by statute. Palm stated currently the city is between 9% and 10% total area of the blighted and substandard designation.

Michael Matejka, 10250 Regency Parkway, Omaha, NE was present on behalf of Habitat for Humanity. Matejka stated Habitat does not give these homes away, but rather they sell the homes for appraised

value and provide long term financing at low interest rates. He stated they also provide a vetting process and training for the homeowners. Matejka stated the homeowners are required to do 350 hours of sweat equity. He said all of this is done to ensure the homeowners can afford and maintain the home. Matejka stated although Habitat for Humanity is a nonprofit organization, they do pay taxes on the land. Matejka said the project will be located on Lot 21A, Old Orchard Place, and a portion of Tax Lot 8A. He stated Habitat for Humanity has spoken to and sent notices to all of property owners in the blighted and substandard designation area. Matejka gave an overview of the blighted and substandard definition and how it applies to this area. He said the area was originally platted in 1887.

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

Ackley stated this is a great infill project. He stated this area was platted in 1887 and has not been developed for many reasons, mostly topographical. He stated TIF is the perfect use for this area because the infrastructure will be costly, and it is consistent with a recent TIF approved at 34th Street and Chandler Road.

Ritz questioned if the homes to be built are in conformance with the Future Land Use Map. Palm stated they are in conformance and if approved for TIF they would apply for replatting and rezoning.

MOTION was made by Ackley, seconded by Compton, to recommend APPROVAL of a request to declare as blighted and substandard Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A, all located in the Southeast ¼ of Section 22, T14N, R13E, Sarpy County, Nebraska. Applicant: Habitat For Humanity of Sarpy County, Inc. General location: 10th Street and Kasper Street. Case #: ECD-56. APPROVAL of the application based upon meeting the statutory requirements of a blighted and substandard area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON September 6, 2022.

PUBLIC HEARING was held on a request to approve the Redevelopment Plan for Lots 1 and 3, Civic Center Plaza Replat One. Applicant: Mercury Property Management, Inc. General location: Washington Street and Mission Avenue. Case #: ECD-57

Aerni asked staff for updates. Palm said there were no updates and gave a summary of the request. She stated this request is for an area previously owned and occupied by the City of Bellevue. Palm stated the city sold the property and has been anxious for the redevelopment. She stated the Mission Avenue corridor was designated as blighted and substandard a number of years ago. Palm stated the application is for a mixed-use building with the main level being commercial, and the upper floors being multi-family residential. She said the city did an Olde Towne vision plan in 2016 and this was the type of use the city was envisioning. Palm stated staff is recommending approval of the application.

Andrew Willis, 233 S. 13th St., Lincoln, NE, was present on behalf of Mercury Property Management, Inc. He stated the project is a four-story building approximately 20,000 square feet with the first floor being commercial/retail and the three upper floors being apartments. Willis stated there will be 53 units consisting of one- and two-bedroom apartments. He said total cost of the project will be $12.3 million and in order to do the project the owner is requesting TIF assistance. Willis stated typical uses of TIF funding are grading, sanitary storm sewers, streets, and sidewalks. He said this plan conforms with the Comprehensive Plan which designates this area as an Activity Center which allows for mixed use development. Willis stated the anticipated completion value of the project is $10,425,000 with TIF funds of $2,468,000.

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

Ackley stated this area has been designated as blighted and substandard for a number of years and is a good use of TIF assistance. He said development would be beneficial in this area.

Aerni questioned staff regarding the 5% interest rate. Palm stated the Finance Director was comfortable with that rate. Aerni questioned the use of TIF funds being used on interior LED lighting and heating, ventilation, and air conditioning (HVAC) upgrades. Willis stated two years ago the Community Development statute was amended to make enhancements for energy efficiency and the cost of those enhancements in the plan are above minimum code. He said there is an additional

MINUTE RECORD

$350,000 dollars being spent on upgrades for energy efficient lighting and HVAC.

Jacobson asked staff if the project is within the area previously designated as blighted and substandard. Palm stated it is within that area.

MOTION was made by Jacobson, seconded by Ackley to recommend APPROVAL of a request to approve the Redevelopment Plan for Lots 1 and 3, Civic Center Plaza Replat One. Applicant: Mercury Property Management, Inc. General location: Washington Street and Mission Avenue. Case #: ECD-57. APPROVAL based upon the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development in the Olde Towne district. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON September 6, 2022.

PUBLIC HEARING was held on a request to approve the Fort Crook Road Plan. Applicant: City of Bellevue. Case #: 170.

Palm stated the city originally adopted the Fort Crook Road Plan in 2008. She stated a lot has changed since that time and administration considers Fort Crook Road redevelopment a priority. Palm stated the original consultant HDR was commissioned to review the plan for updates. She stated there are letters of support from MAPA (Metro Area Planning Association), Metro, and the Papio NRD for the updated plan. These agencies will be important partners with the city in the implementation of this plan.

Doug Bisson, 1917 S. 67th St., Omaha, NE, was present on behalf of HDR. He stated there were multi-day design workshops that the city staff participated in and provided comments and input throughout the process. Bisson stated the plan is set up in the following three key components; green infrastructure, total mobility system, pedestrian oriented mixed-use environment. He said the benefits to the city would be jobs and retail development. Bisson said the plan is a catalyst for growth and other communities in the metro area are following similar aspects of this plan. He stated the mobility system includes walking, cycling, vehicular, and public transit. Bisson stated Metro and MAPA are incredibly excited about this opportunity. He stated the Fort Crook Road corridor would be divided into two sections north of Hwy 370 and south of Hwy 370. He stated traffic volumes have decrease significantly so north of Hwy 370 all traffic would use the northbound lanes having a lane in each direction with a turn lane and southbound lanes would have two bus rapid transit lanes and one traffic lane. He stated the bus stop would be laid out every half mile to a mile and a half in order for the rapid transit vehicle to maintain its speed. He stated the layout for the stops are Childs Rd., Avery Rd., Herman Dr., Offutt AFB/Kenney Gate, and Fairview Rd. Bisson said a lot of emphasis has been placed on pedestrian crossing and movement. He stated traffic engineers studied the transitions and for the level of service there were no issues at this time but as the project moves forward that would be studied again for any changes needed. Bisson stated there is floodplain within the area so as the plan moves forward there would be a need for further studies done for the impact on each of the stop areas. He stated the idea is to address floodplain concerns through green infrastructure to be as light on the land as possible. Bisson stated in terms of transit-oriented development the goal is to create walkable urbanism, and pedestrian oriented mixed-use neighborhoods at each of the transit stops. He said there are four key design parameters: build to the sidewalk with the primary entrance onto the sidewalk, make building fronts permeable, prohibit parking lots in front of the buildings, and create an interconnected network of mobility options. Bisson presented diagrams of each station and the possibilities of the types of development around each one.

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

Jacobson mentioned in the opening statement of the plan it refers to someone having a cup of coffee in Bellevue and then getting on the bus to go to their job in Omaha. He stated his interest is in someone having a cup of coffee in Omaha and getting on a bus to get to their job in Bellevue. Bisson stated typically residential leads the way and as the city begins to build density at each one of these stations you will begin to pull people into Bellevue. Discussion ensued regarding the importance of mixed-use development around the stations. Jacobson asked staff if Offutt AFB was consulted regarding the Kenney Gate station. Palm stated Offutt AFB was consulted. They do like the idea of a multimodal corridor but with security issues that location may change. Bisson stated HDR recommended Meyers Gate because it is closer to headquarters but during the discussions, Offutt said Kenney Gate was their preferred location. He stated they also had discussions regarding the need for a shuttle system inside Offutt. Jacobson stated Kenney Gate is problematic due to the 42,000 cars on Hwy 370 and as they head east onto the Kennedy Freeway this does not leave them an easy option to use the BRT (Bus

Rapid Transit). Discussion ensued regarding finding locations that work best for some parts of the population and possible growth areas.

Ritz stated not having a stop on Capehart seems to be a missed opportunity because the city is developing some commercial properties in that area and that location would eliminate traffic issues. Ritz stated he sees this as a spine through Bellevue that could eventually travel east and west into Olde Towne. He said this is a great opportunity for Bellevue. Palm stated this is a high-level plan but over time and working with Metro on the BRT line there might be some shifting of the locations. She said there may be an opportunity to push the Fairview Road transit station further to the south particularly with the city's vision and plans at Hwy 34 and Hwy 75. Bisson stated this plan is setting the city's vision and as you get into the layers of detail you will fine tune those details.

Ackley stated he remembers when the Fort Crook Plan was adopted in 2008, and since that time the Planning Commission and the city have been criticized for not following the plan. He said so when Mr. Bisson says don't get caught up in the details because it will change, if the plan is adopted ultimately when development applications come forward, we will be expected to follow the plan. Bisson stated when it comes to the transit stops, that is where it could shift but the incremental development around those stops should remain rock solid. He said if you stray from that and allow for suburban development on the corridor that will be your detriment. Bisson stated front those buildings onto the corridor and create parking to the rear or side of the development; those types of design elements are critical. Palm stated as zoning changes, with each application a decision will have to be made whether the application is in the best interest of the city and would it fit into the overall vision. She stated if zoning is in place and no site plan approval is necessary then the Planning Department would have to work with the developer to facilitate the plan. She said the Zoning Ordinance would have to be amended to allow for the transit-oriented development and to put in place the specifics of this plan that Mr. Bisson says are critical. Palm stated she is attempting to get funding in the budget to allow for an overhaul of the Comprehensive Plan to align with this plan.

Jacobson inquired if the BRT was necessary to make this plan successful. Bisson stated development follows transit investment so first-class BRT lines are a catalyst for development to occur. He stated development does not follow bus lines so without BRT you will continue to see what you have always seen along the corridor. Jacobson stated he participates in Heartland 2050 and various other groups and in a number of cities who have this type of transportation, though it's impressive, one of the things he notices is the retail tends to be coffee shops or people parking their cars and leaving, which leads to not a lot of money being spent in the area. Bisson stated the challenge is transit is not very good at this time so until additional steps are taken to improve it everyone still needs to own a car. He stated Metro is doing a good job of moving to better transit transportation. Jacobson stated Kennedy Freeway has turned into a huge barrier to tie the city together and it seems this is just another barrier in tying the two parts of east and west Bellevue. Bisson stated the east and west is a challenge but the goal is to bind north and south Bellevue.

Ackley stated he likes the first half of the plan but is unsure how it will be paid for. He said his concern is when the plan is adopted it becomes something the city is bound to and as applications are submitted for development some may be rejected because they do not fit the nodes in the plan. Bisson stated this sets the city's vision, and Metro and MAPA think it is critical that the city brings forth a vision. He said once this plan is approved MAPA is ready to fund their mini grant to take the next steps of study. He said it triggers a series of things and then Metro will know that Bellevue is very serious. Bisson said these are necessary to bring in federal funding to pay for the transit investment. He said on the development side there are things you can do like create a small area to be planned around a key stop but developers will not respond until they know that the transit will happen first. Ackley questioned why the plan has to go past page 34. Bisson stated the agencies are going to want to see Bellevue's vision to be sure the transit will succeed so the first and second parts of the plan must be there. He said don't get stuck on the nodes rather focus on making those transits as conducive as possible. Palm stated if the plan is adopted one of the first steps taken would be to place those transit development guidelines into the Zoning Ordinance so whatever development comes in whether it's commercial or residential we have those guidelines in place so even if it didn't develop exactly as the plan shows we at least have the necessary design components in place. Jacobson stated so this is far more than a vision. He said our agenda tonight is to approve this as a plan. Palm stated the plan has no teeth unless it is approved and there is a commitment to the overall vision and design. Discussion ensued regarding funding for the plan.

Jacobson inquired if there has been any public participation in the plan. Bisson stated there was stakeholder participation during the workshop. He stated the approach was an update of the previous plan with the newest component being the BRT.

Ritz stated limiting Fort Crook Road from six lanes to three in the north is going to bring those neighborhoods together and this plan solves an issue that was presented with the new school built on Childs Road. He said he likes the plan.

Jacobson questioned whether truck traffic would fit into this plan. Bisson stated with any urban development you still need to get goods and make deliveries so lane widths are twelve feet which will accommodate trucks according to the engineers.

Ackley stated he liked the concept of the transportation corridor portion of this plan but he does not like the development half unless specific language is added stating the Commission and city are not bound by the design concept or the plans around the stops. He stated after 2008 the Commission received a lot of criticism for not following a plan that cost the city a lot of money. Ackley said an example would be the Fort Crook Road stop (Fort Crook Road and Cornhusker Road) has been designed for multi-family and it is zoned BG (General Business) and the current owner of the property has plans for commercial development. He said as far as the Herman Drive stop, Bellevue University owns everything north of Herman Drive and everything shown on the plan is not what Bellevue University intends to develop and south of Herman Drive is mostly townhomes. He stated the areas around Fairview Road and Fort Crook Road were recently approved for light industrial and the plan shows a residential development there. Bisson stated that has been noted in the document. Discussion ensued regarding specific language that could be added to the plan.

Aerni stated he thinks Capehart is a more logical place for a stop. He said he travels Fort Crook Road almost daily from Capehart north to Hwy 370 and questioned why north of Hwy 370 the pedestrian and buses were positioned on the opposite side. Bisson stated there are different lane configurations. He said north of Hwy 370 there are six lanes and south of Hwy 370 there are only two lanes so that combined with the decrease in traffic warranted changing those sections. Discussion ensued regarding the traffic congestion south of Hwy 370 with only one lane.

Discussion ensued regarding adding language to the plan.

Ritz asked staff if the plan had been reviewed by the Police Department as far as the multimodal concept of the plan. Palm stated there would be an education component with the BRT line and bike lanes for both law enforcement and citizens. Bisson stated the Police Department and Fire Department were represented at the workshops.

MOTION was made by Jacobson, seconded by Perrin to recommend APPROVAL of a request to approve the Fort Crook Road Plan. Applicant: City of Bellevue. Case #: 170. APPROVAL based upon the plan as presented with additional language to be provided by Commissioner Ackley in regards to implementation prior to the plan moving forward to the City Council. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON August 16, 2022.

PUBLIC HEARING was held on a request to approve the 2023-2028 Capital Improvement Plan. Applicant: City of Bellevue. Case #: 172.

Aerni asked staff for updates. Palm stated everything shown in this version of the Capital Improvement Plan (CIP) for the 2022-2023 fiscal year is not able to be funded, particularly new vehicles. She stated the city is having issues getting new vehicles so a lot of those request will get shifted to fiscal year 2023-2024. Palm stated the Public Works facility will also get shifted back one year. She said overall the CIP will remain similar as it moves forward to the City Council.

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

Jacobson asked staff about the library renovations and which building these renovations refer to. Palm stated all library renovations pertain to the 2206 Longo Drive, location.

Ackley asked staff if economic development should continue the $750,000 funding past the three years listed. Palm stated typically this funding has been included every year and may have been an oversight. Ackley asked for it to be included for years 2026, 2027, 2028. Palm stated that could be updated.

Ritz asked staff if the American Heroes Park development plan was reflected in this CIP. Palm stated

MINUTE RECORD

there were no major renovations for the park included in the CIP. Discussion ensued regarding financing for upgrades to American Heroes Park. Ackley stated in 2024 there are funds set aside for America Heroes Park. Palm stated those funds are for a new fountain to replace the existing one.

Ritz asked staff if there was funding for infrastructure in the Olde Towne area due to old sewer and water lines. Palm stated there is an outside engineering firm currently reviewing that and on the August 16th City Council agenda there will be an item for an engineering firm to do engineering and design for infrastructure and streetscape along the Mission Avenue corridor. She stated it will also address aging sewers and the need for stormwater detention.

Jacobson asked staff if the budget would include a bike path to American Heroes Park. Palm stated those would be some of the items reviewed in the Olde Towne infrastructure and streetscape plan. She said all modes of transportation would be addressed.

Aerni asked staff if within the next three years all of the 36th Street projects would be completed. Palm stated Phase I was scheduled to be complete at the close of the year which is Bline Avenue to Sheridan Road, and then Phase II Sheridan Road to Platteview Road would begin.

MOTION was made by Ackley, seconded by Ritz to recommend APPROVAL of a request to approve the 2023-2028 Capital Improvement Plan. Applicant: City of Bellevue. Case #: 172. APPROVAL based upon the plan as presented with the addition of $750,000 economic development funds for years 2026, 2027, 2028. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON August 16, 2022.

Meeting adjourned at 8:08 p.m.

Dianna Van Horn

Dianna Van Horn
Planning Secretary

MINUTE RECORD

*5b2.
8/16/2022

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 2nd of August 2022, at 5:30 p.m. Present were Council Members Rich Casey, 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 Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street 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 Burns, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Cook, seconded by Casey, to approve the consent agenda consisting of the following items: Approval of the July 19, 2022 Board of Equalization Minutes; Approval of the July 19, 2022 City Council Minutes; Approval of Claims; Recommend reappointment of Leland Jacobson to the Design Review Board to serve a (3) three-year term, ending August, 2025; Approve changing the beginning time of the August 16, 2022 meeting from 6:00 p.m. to 5:30 p.m.; and Request to amend the Conditional Use Permit for Lot 12, Daniell Crossing, to update Athena Arms as the new owner.
Roll call vote to approve the consent agenda was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING (Second Reading):

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

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

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

Mayor Hike stated the third reading of this ordinance will be heard at the Council meeting on August 16, 2022 at 5:30 p.m.

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

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

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

Mayor Hike stated the third reading of this ordinance will be heard at the Council meeting on August 16, 2022 at 5:30 p.m.

ORDINANCES FOR INTRODUCTION: (First Reading) NONE

Ordinance No. 4106: An ordinance to adopt the Annual Appropriations Bill. (Finance Director)

Ordinance No. 4106: An ordinance to adopt the Budget Statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read for the first time.

Mayor Hike stated second reading and the Special Budget Hearing and Summary will be held August 9th at 5:30 p.m. and there will be another second reading and public hearing of this ordinance which will be heard at the regular Council meeting on August 16, 2022 at 5:30 p.m.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Public Hearing to receive input from the community regarding proposed amendments to the Bellevue Economic Development Plan. (City Administrator/Community Development Director)

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

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

RESOLUTIONS:

Resolution No. 2022-22: Authorize the Mayor to sign the Resolution and Construction Engineering Services Agreement with Alfred Benesch & Company for the Bellevue Major Street Resurfacing project identified as MAPA-5081(2), in an amount not to exceed $256,434.85. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2022-22: Authorize the Mayor to sign the Resolution and Construction Engineering Services Agreement with Alfred Benesch & Company for the Bellevue Major Street Resurfacing project identified as MAPA-5081(2), in an amount not to exceed $256,434.85. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Recommend approval of the contract for Lt. Joe Milos to be the State Drug Recognition Training Coordinator for the Nebraska Department of Transportation Highway Safety Office. (Chief Clary)

Motion was made by Welch, seconded by McCaw, to recommend approval of the contract for Lt. Joe Milos to be the State Drug Recognition Training Coordinator for the Nebraska Department of Transportation Highway Safety Office. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve the low bid from Common Wealth Electric Company for the Galvin and Birchcrest Road Intersection and Pedestrian Improvement, not to exceed $493,662.88 plus potential City initiated change orders of up to 10% $49,366.28 for a total of $543,029.16. (Public Works Director)

Motion was made by Burns, seconded by Welch, to approve the low bid from Common Wealth Electric Company for the Galvin and Birchcrest Road Intersection and Pedestrian Improvement, not to exceed $493,662.88 plus potential City initiated change orders of up to 10% $49,366.28 for a total of $543,029.16. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the construction administration and observation agreement with HGM Associates Inc., for the Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs, in an amount not to exceed $163,192.58. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the construction administration and observation agreement with HGM Associates Inc., for the Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs, in an amount not to exceed $163,192.58. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and

Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the professional engineering services agreement with Olsson for the 36th Street and Bline Avenue Traffic Signal Modifications, in an amount not to exceed $14,500.00. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the professional engineering services agreement with Olsson for the 36th Street and Bline Avenue Traffic Signal Modifications, in an amount not to exceed $14,500.00. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Fiber Installation Professional Services Agreement with Alfred Benesch and Co., in an amount not to exceed $661,092 (with these costs to be recovered through the permitting process with American Broadband Nebraska Communications, Inc. (Public Works Director)

Motion was made by Burns, seconded by Cook, to approve and authorize the Mayor to sign the Fiber Installation Professional Services Agreement with Alfred Benesch and Co., in an amount not to exceed $661,092 (with these costs to be recovered through the permitting process with American Broadband Nebraska Communications, Inc. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommend approval of the final payment to HDR Engineering for additional work on the Master Plan for American Heroes Park, in an amount not to exceed $744.32. (Public Works Director)

Motion was made by Welch, seconded by Burns, to recommend approval of the final payment to HDR Engineering for additional work on the Master Plan for American Heroes Park, in an amount not to exceed $744.32. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommend approval of airpack purchase from Feld Fire, in an amount not to exceed $749,900.07. (Fire Chief)

Motion was made by Welch, seconded by Burns, to recommend approval of airpack purchase from Feld Fire, in an amount not to exceed $749,900.07.

Councilman Cook mentioned due to the airpacks expiring they need to be replaced. This item is budgeted in the CIP for next year. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

Councilman Cook initiated conversation on the repairs to Dowding Pool. Mr. Doug Clark, Public Works Director provided a history of the pool and description on work. Discussion followed.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Casey, the meeting was adjourned at 5:51 p.m. Roll call vote on motion to approve was as follows: Casey, 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 August 2, 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

*5b3.
8/16/2022

A Special Budget Hearing and 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 9th day of August, 2022, at 5:30 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

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

PLEDGE OF ALLEGIANCE

Mayor Hike led the Pledge of Allegiance.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

SPECIAL PRESENTATION:

Presentation of proposed FY 2022-2023 Budget (Finance Director)

Mr. Rich Severson, Finance Director/City Treasurer, gave a presentation on the proposed budget for the 2022-2023 Fiscal Year. Per the new State Statute, a second special public hearing is required for citizens to comment and ask questions. The tax rate has remained at .61 cents, which has been the same for several years. Budgeted expenditures will rise 1% and the resources/revenues is down 3%. The budget increased for public safety, 30% for Police and 18% for Fire, by increasing the number of officers and the operational budget for the police and increasing the operational budget for fire. All other services and departments were about the same. The city is maintaining their AA+ Bond Rating from the S&P. The budget provides continued infrastructure improvements for the Library Renovations/Improvements and Street Improvements, including 36th Street. He stated the city anticipates Economic Development Activities and are funding the LB840 economic development fund and hope to have catalyst for new business and continued enhancements of Olde Towne. Mr. Severson went through the pages and pointed out the funding requirements on different line items for expenses and where the revenue is coming from to pay the expenses. He went over the timeline for submitting the budget to the state and said the city is still in compliance with the LID requirements, restricted funds and right now with the new allowable growth percentage which we won't know until we receive the final certified values and growth from the County Accessor.

Mayor Hike asked Mr. Severson about the city's cash on hand and if he was comfortable with where we are. Mr. Severson explained how cash on hand is managed and that he was very comfortable about the city's cash on hand.

Council President Cook stated what stood out to him was the Capital Improvement Plan (CIP), which we have been able to do some big improvement projects. Mayor Hike stated we continue to see growth around the city. Further discussion ensued.

ORDINANCES FOR PUBLIC HEARING (2nd reading):

Ordinance No. 4106: An ordinance to adopt the Annual Appropriations Bill (Finance Director) (Special Hearing on 2022-2023 Budget Required per State Statute)

Ordinance No. 4106: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read by title only and a special public hearing was held.

Mayor Hike opened the special public hearing to give opportunity for individuals to speak on the FY 2022-2023 Budget.

Councilman Preister stated he feels this is a good budget. He would like to see an increase in public works staff and make the public works a little more whole. Preister stated we haven't increased staff even after we have annexed several areas increasing workloads and stress for the Streets and Parks Depts. Further discussion ensued.

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 second reading and public hearing of the ordinance will be heard at the Council meeting on August 16, 2022 at 5:30 p.m.

MINUTE RECORD

Resolution No. 2022-23: A resolution to set the 2022-2023 property tax request (Finance Director) (No Action Required at this Meeting)

ADJOURNMENT:
There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting adjourned at 6:12 p.m. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none.

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 August 9, 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.

City Clerk

MINUTE RECORD

*6.
8/16/2022

CLAIMS FOR AUGUST 16, 2022

MAYOR

CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	12.98
		$ 12.98

CITY ADMINISTRATOR

AMERICAN AIR LINES	CPS-AIR FARE-ELBERT	384.21
BELLEVUE TRAVEL	CPS-AGENT FEE	45.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	55.04
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	25.12
EDREAMS	CPS-SERVICE TO BE REFUNDED	239.09
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	4,641.90
MARK D ELBERT	REIMB PER DIEM AND GAS FOR CONFERENCE	211.61
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	43.49
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	81.14
SPARTAN NASH STORES, LLC	CPS-REFRESHMENTS FOR OFFICE	90.15
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	373.17
		$ 6,189.92

LEGAL

CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	25.54
DROP BOX	CPS-CASE MANAGEMENT & STORAGE	59.97
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	2,362.64
INTERNATIONAL MUNICIPAL LAWYERS ASSOCIATION	CPS-CODE ENF 4TH AMENDMENT	99.00
NEBRASKA.GOV	CPS-CASE SEARCHES	315.70
PANEBRASKA LLC	CPS-FOOD FOR RECORDS TRAINING	39.57
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	30.77
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	49.04
SARPY COUNTY CLERK	COURT FILING FOR FORECLOSURE-PARADISE LAKE	83.00
SARPY COUNTY COURT	COURT CLAIM #569	17.00
SERVICEMEMBERS CIVIL RELIEF ACT	CPS-MIL AFF TO FILE COLLECTION FOR FIRE	72.80
SPARTAN NASH STORES, LLC	CPS-FOOD FOR RECORDS TRAINING	43.15
UNITED STATES POSTAL SERVICE	CPS-MAILING OF LEGAL ADS	14.76
		$ 3,212.94

CABLE TV

CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	8.65
COX BUSINESS SERVICES	2022/07/19-08/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	3,857.20
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	24.96
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	31.84
		$ 3,931.69

CITY CLERK

CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	12.98
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	73.33
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	1,934.63
GRETNA GUIDE & NEWS	LEGAL AD	174.20
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	24.49
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	31.20
SARPY CO REGISTER OF DEEDS	RECORDING FEE	22.00
		$ 2,272.83

CPS- Payments made with City credit card

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	105.06
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	62.90
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	4,973.23
FAIRFIELD INN	CPS-LODGING FOR CONFERENCE-FINANCE	479.80
INDOFF	OFFICE SUPPLIES	62.19
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
LEAGUE OF NEBRASKA MUNICIPALITIES	CPS-REGISTRATION FOR ACCOUNTING LEAGUE-HORTON	389.00
LEAGUE OF NEBRASKA MUNICIPALITIES	CPS-REGISTRATION FOR ACCOUNTING LEAGUE-SEVERSON	389.00
OFFICE DEPOT	CPS-OFFICE CHAIR	318.33
QUADIENT FINANCE USA, INC	POSTAGE REFILL	1,500.00
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	81.64
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	123.64
VILLAGE INN	CPS-DEPT MEETING	120.65
		$ 8,635.44

LIBRARY

ABE BOOKS	CPS-BOOKS	64.12
ANN CLARK COOKIE CUTTERS	CPS-PROGRAM SUPPLIES	68.18
BELLEVUE PRINTING COMPANY	WINDOW ENVELOPES	132.82
CENTER POINT LARGE PRINT	BOOKS	379.80
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	43.27
CHOOSECO LLC	CPS-BOOKS	659.06
CITY OF NORTH PLATTE LIBRARY	BOOK	9.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	6,448.46
HOBBY LOBBY	CPS-PROGRAM SUPPLIES	54.39
INDOFF	COPY PAPER	469.90
INGRAM LIBRARY SERVICES	BOOKS	1,052.42
J P COOKE COMPANY	CPS-NOTARY STAMP	45.75
LUDWIG CREATIVE, INC	BOOKS	92.17
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	8.18
MICROFILM IMAGING SYSTEMS	SCANPRO SERVICE 2022/07/01-2023/06/30	250.00
NOAH'S ARK ANIMAL WORKSHOP	CPS-PROGRAM SUPPLIES	89.94
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	2,186.43
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	82.90
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	101.70
RUFF WATERS	AQUARIUM MAINTENANCE	65.00
SCHOOL LIFE	TAGS	172.31
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE -4 MONTHS	500.00
TECHSOUP	CPS-RENEW SUPPORT	57.00
WALMART COMMUNITY	CPS-SCISSORS, STORAGE BOXES, SUPPLIES	218.24
ZOOM VIDEO COMMUNICATIONS INC	CPS-RENEW SUPPORT	240.59
		$ 13,491.63

ADMINISTRATIVE SERVICES

BENEFIT PLANS	PLAN FEES AND MAINTENANCE	1,021.25
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	60.47
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	12,666.16
HR CERTIFICATION INSTITUTE	CPS-CERTIFICATION LICENSE-DECKER	438.00
HR NEBRASKA CONFERENCE	HR CONFERENCE	375.00

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

ADMINISTRATIVE SERVICES (cont'd)

INDUSTRIAL ORGANIZATIONAL SOLUTIONS, INC	CAPTAIN WRITTEN EXAM	7,490.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2022/06/21-07/21 MONTHLY SERVICE	198.26
ONE SOURCE	BACKGROUND CHECKS	52.22
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	91.98
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	113.26
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	5,190.97
		$ 27,727.57

CODE ENFORCEMENT

CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	25.43
DAVID SWACKHAMMER	REIMB FOR CDL LICENSE, REGISTRATION FEE	144.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE	9,252.41
PAPILLION SANITATION	DISPOSAL CHARGE, HAUL AWAY	421.39
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	68.77
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	84.85
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	1,084.23
		$ 11,081.08

PUBLIC WORKS

ALFRED BENESCH & COMPANY	MS4 ANNUAL REPORT 2022/6/6-2022/7/3	1,782.63
AMERICAN AIR LINES	CPS-AIR FARE-D CLARK	384.21
CARHARTT, INC	CPS-UNIFORM ITEMS	3,068.54
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	51.92
DOUG CLARK	REIMB PER DIEM FOR CONFERENCE	147.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	6,720.47
ENVIRONMENTAL SYSTEMS RESEARCH INST	GIS SOFTWARE 2022/8/01-2023/7/31	7,600.00
HDR ENGINEERING, INC	HAYWORTH COLLECTION SYS 2022/6/26-2022/7/30	1,077.39
HGM ASSOCIATES INC	PW MASTER PLAN 2022/6/19-2022/7/15	1,393.89
KITCHEN SINK COMMUNICATIONS	PLANNING REVIEW	310.00
MAX I WALKER	UNIFORM CLEANING	253.40
NEBRASKA IOWA SUPPLY CO	FUEL FOR CITY TANKS	12,447.56
ONE CALL CONCEPTS	DIGGERS HOTLINE	911.72
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	77.09
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	113.24
SARPY CO REGISTER OF DEEDS	RECORDING FEE	20.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	79.16
WALTER E NELSON COMPANY	HI VIS T-SHIRTS	73.80
		$ 36,512.52

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING	1,066.40
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	534.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	4.30
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	38.94
CROW LAWN CARE LLC	BPW-220103 ROW MOWING	29,507.29
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	8,842.49
HDR ENGINEERING, INC	HAYWORTH COLLECTION SYS 2022/6/26-2022/7/30	9,228.01
HUGHES MULCH PRODUCTS	MULCH	1,800.00

CPS- Payments made with City credit card

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

PARKS (cont'd)

HUGHES TREE SERVICE	REMOVE TREE-DANIEL TRAIL	2,625.00
MDONALDS RESTAURANT #3701	CPS-REWARD MEALS	25.40
OMAHA PUBLIC POWER DISTRICT	2022/06/01-06/29 MONTHLY SERVICE	5,600.26
READY MIXED CONCRETE COMPANY	CONCRETE	643.31
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	89.02
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	104.80
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	9,929.71
		$ 70,038.93

RECREATION

CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	54.67
DICK'S CLOTHING AND SPORTING GOODS	ATHLETIC EQUIPMENT, BASES	361.26
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	1,891.39
DILLONS CUSTOMER CHARGES	CPS-FUEL	72.74
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	2,109.96
LIFEGUARD STORE, INC	BACKBOARDS FOR POOLS	975.00
MDONALDS RESTAURANT #3701	CPS-REWARD MEALS	41.62
MIDWEST IMPRESSIONS	T-SHIRTS	1,242.00
OMAHA PUBLIC POWER DISTRICT	2022/06/21-07/21 MONTHLY SERVICE	410.92
OMAHA SCHEELS	CPS-VOLLEYBALL NET ROPE	69.99
PRIMA DISTRIBUTION	CPS-CONCESSION SUPPLIES	247.18
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	27.16
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	36.45
SAMANTHA STRONG	REFUND POOL PARTY	50.00
SAM'S CLUB DIRECT	CONCESSION SUPPLIES	1,426.90
TIDAL WAVE AUTO WASH	CAR WASH	16.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	1,451.02
WESTLAKE ACE HARDWARE	BOW SAW, GLOVES, TRIMMER LINE	104.94
		$ 10,589.25

BUILDING MAINTENANCE

AQUA-CHEM	CHEMICALS FOR POOLS, LADDER	1,371.40
BELLEVUE VACUUMS	CPS-VACUUM CLEANER	517.45
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	4.33
DAY ELECTRIC SERVICE, INC	ELECTRICAL WORK-POLICE, DOWDING, LIBRARY, MCCANN, EVERETT	9,645.05
ECHO GROUP, INC	THOMAS LED DRIVER	37.68
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	11,368.40
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	144.33
HOSE & HANDLING, INC	WATER HOSE-DIST 1	70.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	40.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	133.58
MENARDS	PLANTS, LIMESTONE, GUTTERS, CLEANING SUPPLIES, MORTAR, CONCRETE MISC, SUPPLIES	811.40
MMC MECHANICAL CONTRACTORS, INC	RELOCATE THERMOSTAT IN OFFICE AND ADJUST FAN, UNIT FREEZING-1510 WALL ST	1,351.25
NAPA AUTO PARTS	BATTERY WARRANTY	74.98
OMAHA PNEUMATIC EQUIPMENT CO	PRESSURE SWITCH, LABOR-CASCIO	301.11
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	1,689.40
OVERHEAD DOOR COMPANY	REPLACE SPRINGS -DIST 2	1,000.00
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	81.80
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	93.45

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

BUILDING MAINTENANCE (cont'd)

THE HOME DEPOT PRO	JANITORIAL SUPPLIES	870.04
TRICO MECHANICAL SERVICES	CO2, TABLETS, FILTERS-SR CENTER, AC MAINTENANCE-TOWER SITE	1,274.55
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	1,044.08
WESTLAKE ACE HARDWARE	DOWELS, SUPPLIES, WEED KILLER, SUPPLIES	48.81
		$ 31,973.09

CEMETERY

CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	4.33
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	3,435.22
MENARDS	PLANTS-CEMETERY	28.98
OMAHA PUBLIC POWER DISTRICT	2022/06/21-07/21 MONTHLY SERVICE	132.87
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	27.48
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	32.17
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	1,796.35
		$ 5,457.40

STREETS

ALFRED BENESCH & COMPANY	BPW-171101 GREGG RD 2022/6/6-2022/7/3	18,137.84
ALFRED BENESCH & COMPANY	BPW-220104 GREGG RD 2022/6/6-2022/7/3	9,990.26
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2000/7/4-7/31	984.00
AVERY RENTS	PROPANE	36.90
BURRELL ENTERPRISES, LLC	2022 CONCRETE PROJECTS TO JULY 30, 2022	60,344.93
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	38.94
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	32,245.70
FELSBURG HOLT & ULLEVIG, INC	BPW-220209 CORNHUSKER SIGNAL- FINAL	1,319.06
HDR ENGINEERING, INC	FT CROOK MASTER PLAN	1,549.50
HGM ASSOCIATES INC	PW MASTER PLAN 2022/6/19-2022/7/15	13,199.05
HILTI, INC	CPS-CORDLESS HAMMER, BATTERY	1,323.33
J & J SMALL ENGINE SERVICE	PICCO	27.95
LOGAN CONTRACTORS SUPPLY	MAG PAVERS STRAIGHT EDGE	249.00
MARTIN ASPHALT	BULK OIL	324.00
MARTIN MARIETTA MATERIALS	CRUSHED ROCK	5,906.83
MENARDS	LUMBER	450.51
MID-AMERICAN SIGNAL	MATRIX CLOSURE RACK, INTERSECTION SENSOR	10,473.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-191118 36TH ST TO 2022/7/8	835.00
MOBOTREX	LED LIGHTS, VISORS, SIGNAL PARTS	15,174.00
NEBRASKA DEPT OF TRANSPORTATION	MAJOR STREET RESURFACING	216,114.46
NEENAH FOUNDRY CO INFRASTRUCTURE	FRAME, SOLID PLATEN	6,732.81
OMAHA PUBLIC POWER DISTRICT	MONTHY SERVICE-MONTHLY SERVICE, STREET LIGHTING	82,984.14
OMNI	ASPHALT	1,006.84
PRECISE MRM LLC	FLAT DATA PLAN	1,250.00
READY MIXED CONCRETE COMPANY	CONCRETE	18,946.93
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	258.27
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	311.91
SHERWIN WILLIAMS CO	PAINT, GLASS BEADS	458.50
SITEONE LANDSCAPE SUPPLY	3WAY POST EMERGENT LIQUID HERBICIDE	7,656.55
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	5,021.69
		$ 513,351.90

CPS- Payments made with City credit card

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

FLEET MAINTENANCE

911 CUSTOM, LLC	ULTRASTINGER,ION BLUE	299.66
A + UNITED RADIATOR REPAIR	RADIATORS-FIRE TRUCKS	2,375.00
AA WHEEL & TRUCK SUPPLY, INC	BRAKE CYLINDER, LAYNARD ASSEMBLY	59.09
ALLIED OIL & SUPPLY COMPANY	ANTIFREEZE FOR SNOW PLOW BRINE	264.62
AUTO VALUE PARTS - SOUTH OMAHA	THREADBLOCKER, SEALED BEAMS, CLEVIS, PARTS	227.49
AUTOMOTIVE WAREHOUSE DIST, INC	RADIATOR, PARTS, BRAKLEEN, COUPLINGS	1,906.63
AUTOZONE, INC	TRACK ARM BUSHING, JACK	119.68
AVERY RENTS	PROPANE	53.30
BAXTER CHRYSLER DODGE JEEP RAM	STRUT TENSIONERS	291.75
BAXTER FORD	GUIDES, BELT, TENSIONER, COMPRESSORS, ACCUMULATORS, PARTS	957.14
BEARDMORE CHEVROLET	SPARK PLUG, HINGES	98.66
BLAC-RAC MANUFACTURING, INC	PARTS	305.00
CAPE TRUCK TOPPER	TOOL BOX-ST130	999.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	18.15
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	30.29
CORNHUSKER INTERNATIONAL TRUCKS	VALVE INVERTERS, ADJUSTERS, DUST SHIELD, MUFFLER CLAMPS, BRAKE DRUMS, CRANKASE BREATHER	3,249.89
DULTMEIER SALES LLC	NYLON HAND PUMP	159.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	20,705.86
ETRAILER.COM	CPS-HYD BRAKE ACTUATOR	342.95
FACTORY MOTOR PARTS CO	PARTS, CORE, RESISTOR	235.28
FORCE AMERICA, INC	GRANULAR FEEDBACK KIT	599.33
GALVIN GLASS	CLEAR POLY FOR MED15	875.00
GRAINGER	GREASE	282.90
H&H CHEVROLET LLC	SENSOR	207.13
HATCHER MOBILE SERVICES, LLC	REPLACE REAR A/C LINE-MEDC31	2,897.15
HENDERSON PRODUCTS, INC	TAIL GATE AIR CHAMBER, PINS FOR CYLINDERS	131.04
INLAND TRUCK PARTS CO	QUICK RELEASE VALVE	137.34
INTERSTATE BATTERIES	BATTERIES	1,354.96
INTERSTATE POWER SYSTEMS, INC	SPEED SENSOR-ST26	149.37
J & J SMALL ENGINE SERVICE	PIPE INTAKE GASKET, FILTERS	34.50
JIM HAWK TRUCK TRAILERS	PIGGY BACK KIT, CORE, CARTRIDGES	525.48
JONES AUTOMOTIVE	PRESSURE SWITCH, FAN	486.07
JUDAH CASTER COMPANY	STEEL WHEELS	31.00
KRIHA FLUID POWER CO	FITTINGS, MUFFLER CLAMP	586.34
LIBRA SAFETY PRODUCTS	LENS CLEANING WIPES	36.60
MATHESON TRI-GAS INC	WELDING SUPPLIES	58.21
MENARDS	HOSE REPAIR KIT, CABLE, WASHERS, SUPPLIES	127.89
MOORE INDUSTRIAL HARDWARE	STRIKER BOLT	34.27
NAPA AUTO PARTS	FILTERS, BATTERIES, TIRE VALVES, SPRAYER, GLOVES, CLEVIS KIT	625.49
NATIONAL FLUID POWER INSTITUTE	CPS-ELECTRICAL TROUBLESHOOT CLASS-DROWNE	1,795.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	DOUBLE LOOP TIE WRAP, PINS, WASHERS, TERMINALS	602.17
OMAHA PUBLIC POWER DISTRICT	2022/06/22-07/21 MONTHLY SERVICE	1,144.33
O'REILLY AUTOMOTIVE PARTS	PARTS	8.99
POWERPLAN	KEYS, CLAMPS, BRAKE SWITCH, SCREWS	3,122.44
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	163.59
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	202.94
ROGER'S TOWING	TOW CHARGE-UNIT 620	80.00

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

FLEET MAINTENANCE (cont'd)

ROSE EQUIPMENT	MATERIAL PUMP AND FITTINGS	2,534.73
SUPERIOR SIGNALS	AMBER LENS	65.00
TOYNE, INC	DISPLAY	138.02
TRUCK CENTER COMPANIES-OMAHA	COMP-AC, CONTACTOR SEAL, FLANGE NUTS, ISOLATOR	302.96
TURFWERKS	RECEPTACLE, BRAKE KIT	266.61
U PULL IT	STEERING WHEEL	22.90
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	1,278.34
WALKERS UNIFORM RENTAL	UNIFORM SERVICE, FENDER COVERS	478.16
WESTLAKE ACE HARDWARE	SUPPLIES	6.38
WOODHOUSE PARTS DIRECT	BOLTS	19.08
		$ 54,110.15

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	1,084.29
		$ 1,084.29

PLANNING

AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES	665.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	70.41
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	12.98
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	2,681.91
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	35.64
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	45.34
		$ 3,511.28

PERMITS & INSPECTIONS

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	70.92
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	21.63
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	11,308.45
HARRIS COMPUTER SYSTEMS	SUPPORT AND MAINTENANCE 2022/10/1-2023/9/30	5,500.00
NCH SOFTWARE	SOFTWARE LICENSE	62.19
NORTHWEST PARKWAY	CPS-TOLL FEE	3.25
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	88.55
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	112.08
UDEMY, INC	CPS-TRAINING MANUAL	37.44
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	1,574.25
		$ 18,778.76

POLICE

ADOBE CREATIVE SOFTWARE	CPS-SOFTWARE-VEST	98.19
ALAMO RENT-A-CAR	CPS-TRAVEL FOR TRAINING	100.00
AMERICAN AIR LINES	CPS-TRAVEL FOR RECERTIFICATION-GRUBB, LAMPMAN	2,203.42
AMERICINN BY WYNDHAM	CPS-LODGING FOR TRAINING-STROEHER	295.83
A-RELIEF SERVICES	PORTALE RESTROOM-GUN RANGE	128.00
AVERY L LOSCHEN	RENT FOR K9 BUILDING-SEPT 2022	1,248.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	414.05
CELLEBRITE USA CORP	CPS-SOFTWARE LICENSE-PAGE	8,600.00
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	370.76
CIOX - HEALTHPORT	MEDICAL RECORDS	20.00

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

POLICE (cont'd)

CITY OF LAVISTA	TUITION FOR 5 EMPLOYEES, MANUALS FOR TRAINING	7,040.50
CITY OF OMAHA	FORENSIC SERVICES Q2-2022	1,350.00
CLYDE ARMORY	SNIPER SLINGS	247.00
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	INSTALL TRAFFIC CAMERSS	9,060.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	54.77
CORPORATE PAYMENT SYSTEMS	CPS-OVERNIGHT CARD DELIVERY	20.00
COURTYARD WINSTON-SALEM, NC	CPS-LODGING-MILOS	370.57
COX BUSINESS SERVICES	COX FIBER INTERNET 2022/6/1-6/30	22,100.00
CULLIGAN OF OMAHA	BOTTLED WATER	322.30
DELTA AIR LINES	CPS-TRAVEL-BEES, JASHINSKE	1,540.58
DON'S PIONEER UNIFORMS	UNIFORM ITEMS, SEW ON BADGES	281.94
DUCKER DONTRELL	REIMB TRAINING EXPENSES	1,125.11
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	75.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	139,414.56
ENTERPRISE FM	DEA VEHICLE LEASE	556.70
ENVATO ELEMENTS	CPS-SUBSCRIPTION-JUN 2022 TO JUN 2023	198.00
EVER-BLOOM	CPS-FLOWERS FOR FUNERAL	117.70
EXPRESSTOLL SERVICE CENTER	CPS-TOLL FEE-ANDHAL	22.65
FAIRFIELD BY MARRIOTT	CPS-LODGING FOR TRAINING-BEES, STUKENHOLTZ	600.04
FBI LEEDA	CPS-TRAINING-STUCK, VEST	1,390.00
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGE	17.84
GAYLORD ROCKIES RESORT-AURORA, CO	CPS-LODGING FOR TRAINING-DUCKER, HOBBS, KOLBE, MANNING, SEVERN, SOLORIO	8,659.94
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	768.23
HARD ROCK CASINO	CPS-LODGING-MILOS	51.48
HOLIDAY INN EXPRESS-MO	CPS-LODGING FOR TRAINING-MANNING	109.24
HOLIDAY INN OF GRAND ISLAND	CPS-LODGING-GREINER, PETTIT	431.24
HYATT PLACE-W DES MOINES	CPS-LODGING FOR TRAINING-STUCK	621.60
INFOSAFE SHREDDING	DOCUMENT SHREDDING SERVICE	180.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	CPS-TRAINING-MILOS, BRAZDA	1,150.00
J P COOKE COMPANY	NOTARY STAMP-LAMPMAN	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	88.75
JO DONS	OFFICE OF THE QUARTER PLAQUE, K9 FUNDRAISER SHIRTS	671.00
JOHN E REID AND ASSOCIATES	CPS-TRAINING-ANDHAL	600.00
KURT STROEHER	REIMB TRAINING EXPENSES	594.72
LUCKY DUCK PREMIUM DECOYS	CPS-DECOYS FOR K9 TRAINING	699.99
LYFT SHUTTLE	CPS-SHUTTLE FOR TRAINING-JASHINSKE	89.60
MENARDS	PLAYSAND	28.90
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	CPS-MEMBERSHIP DUES-DUCKER	40.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	CPS-TRAINING-MANNING	550.00
NATIONAL STRENGTH & CONDITIONING ASSOC	CPS-TRAINING-MARRS	1,200.00
NATIONAL TECHNICAL INVESTIGATORS ASSOC	CPS-MEMBERSHIP DUES	50.00
NCH SOFTWARE	CPS-EXPRESS SCRIPT SOFTWARE-EIDENMILLER	41.43
NE DIVISION OF THE IAI	CPS-TRAINING FOR 8 EMP	390.00
NEBRASKA FURNITURE MART	CPS-WALL TV-BANKS	525.28
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	CPS-TRAINING-SAUCEDO, SPARR	150.00
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	36.39
PEAK INTERESTS LLC	CPS-PIZZA FOR RECRUITS	98.24
PEN-LINK	CPS-TRAINING-HOLM	599.00
RADISSON-LENEXA, KS	CPS-LODGING-SWANSON	102.24
RAY ALLEN MANUFACTURING CO	K9 SUPPLIES	1,190.82
RDR CUSTOM KYDEX INC	DUTY HOLSTERS	2,308.80

CPS- Payments made with City credit card

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

POLICE (cont'd)

RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	944.51
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	1,991.61
RESIDENCE INN BY MARRIOTT	CPS-LODGING FOR TRAINING-JASHINSKE	589.54
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING SVCS-JUL-SEP 2022	16,828.68
SEAN VEST	REIMB PER DIEM FOR TRAINING	324.50
SECRETARY OF STATE	NOTARY APPLICATION-STUCK	30.00
SHARP IMAGE INC	WINDOWS TINTING-UNIT 107, 113 & 106	675.00
SOUTHWEST AIRLINES	CPS-AIR FARE-BRAZDA, LAMPMAN, MILOS, STROEHER	1,356.87
STREET COP TRAINING	CPS-TRAINING-WRIGLEY	151.00
SUPERSHUTTLE	CPS-SHUTTLE FROM AIRPOTT	57.94
TEXAS A&M ENGINEERING	CPS-MOTORCYCLE INSTRUCTOR RECERTIFICATION-LAMPMAN, GRUBB	2,390.00
THE GALT HOUSE	CPS-LODGING FOR TRAINING-REED	279.99
T-MOBILE USA, INC	SEARCH WARRANT FEE	25.00
U.S. CELLULAR	2022/07/09-08/08 MONTHLY SERVICE	88.56
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	22,932.20
VERIZON WIRELESS	2022/05/24-06/23 MONTHLY SERVICE	2,132.18
VITKOS	CPS-UNIFORM ITEMS- SPARR, SAUCEDO	284.45
WESTLAKE ACE HARDWARE	EXTENSION POLE	29.99
WINGHAVEN GARDEN INN-ST LOUIS	CPS-LODGING-BANKS	835.95
		$ 273,394.32

FIRE & RESCUE

A & R ENTERPRISES	CONCRETE FOR TRAINING SITE	6,900.00
AIRGAS USA, LLC	OXYGEN	229.18
AMERICAN HEART ASSOCIATION	CPS-INSTRUCTORS ESSENTIALS ONLINE, MANUALS	492.27
AVERY RENTS	PROPANE	27.06
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	9,517.70
CENTURY LINK	2022/07/22-08/21 MONTHLY SERVICE	110.29
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	23.85
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE & SUPPLIES	2,037.57
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	88,104.99
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	2,699.46
JONES & BARTLETT LEARNING LLC	PARAMEDIC BOOKS	1,358.63
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	185.00
MATHESON TRI-GAS INC	METHANE FOR TOWER	1,483.45
MENARDS	LUMBER FOR PROP, HAMMER, WHEELBARROW	4,394.95
NCCA, INC	CPS-CERTFIED AMBULANCE CODER	1,155.00
NEBRASKA FURNITURE MART	DISHWASHER-DIST 1	813.00
OMAHA PUBLIC POWER DISTRICT	2022/06/01-06/29 MONTHLY SERVICE	7,732.58
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	759.72
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	1,281.19
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING SVCS-JUL-SEP 2022	2,286.12
STRYKER SALES CORPORATION	STAIR CHAIR, MEDICAL SUPPLIES & EQUIPMENT	5,182.99
TED'S MOWER SALES & SERVICE	BLADE SHARPENING	50.00
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR-Q4 APR-JUN 2022	11,132.44
U.S. CELLULAR	2022/07/09-08/08 MONTHLY SERVICE	477.32
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	15,011.94
VERDE ENVIRONMENTAL, INC	FIRE EXTINGUISH AGENT	6,344.62
WALMART COMMUNITY	CPS-REHAB SUPPLIES	38.16
WAYSTAR INC	MONTHLY CLAIMS MGT FEES	473.15
ZOLL DATA SYSTEMS INC	RMS & FRMS MAINTENANCE 2022/8/1-8/31	1,105.00
		$ 171,407.63

CPS- Payments made with City credit card

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2022/06/20-07/19 MONTHLY SERVICE	116.29
COX BUSINESS SERVICES	INSTALL FIBER INTERNET	106,200.00
GOTOMEETING	CPS-GP-TO MEETING CONFERENCE CALLS	188.32
METRO AREA TRANSIT	MAT SERVICE-APR, MAY, JUNE 2022	16,035.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-SEPT 2022	17,060.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	375.00
		$ 139,974.61

INFORMATION TECHNOLOGY

AMAZON WEB SERVICES, INC	WEB SERVICE FOR POLICE	421.87
FIRST WIRELESS, INC	SUBCONTRACTOR LABOR	615.00
GO.DADDY	CPS-TRANSFER FROM DOTSTER TO GODADDY	179.03
GRAYBAR ELECTRIC	USB CHARGE PORTS	972.00
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	209.85
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING SVCS-JUL-SEP 2022	19,546.64
TJ CABLE	LOCATES	450.00
		$ 22,394.39

WASTEWATER

AEROTEK, INC	HIRING FEES-ENDING 7/16/2022	1,284.96
CENTURY LINK	2022/07/13-08/12 MONTHLY SERVICE	564.86
CITY OF OMAHA	SEWER FEES-MAY 2022	525,819.35
DAY ELECTRIC SERVICE, INC	DEMO OLD POLE, INSTALL NEW POLE	2,492.00
ECHO GROUP, INC	SUPPLIES	214.20
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2022	12,863.48
GRAINGER	WELDING WIRE	165.84
HANEY SHOE STORE	SAFETY SHOES-MILLS	191.99
KERSTEN PRECAST CONCRETE LLC	RINGS & SEWER COVERS	9,603.00
LINCOLN WINWATER WORKS CO	HDPE ADJ RINGS	1,116.80
MENARDS	WATER, GATORADE, RATCHET, FANS	636.66
OMAHA PUBLIC POWER DISTRICT	2022/06/10-07/12 MONTHLY SERVICE	3,986.55
RAILROAD MANAGEMENT CO	LICENSE FEES-PIPELINE CROSSING	313.34
RELIANCE INSURANCE	LIFE INSURANCE-JUL 2022	112.73
RELIANCE INSURANCE	LTD INSURANCE-JULY 2022	135.64
SMITH & LOVELESS, INC	SUPPLIES FOR LIFT STATION	284.33
TRAVIS SMALL	REIMB MILEAGE, CDL LICENSE	231.19
TRUCK CENTER COMPANIES-OMAHA	INSPECT VACUUM PUMP	51.06
U.S. CELLULAR	2022/07/09-08/08 MONTHLY SERVICE	383.76
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JULY 2022	4,597.11
		$ 565,048.85

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	QRTLY LOTTERY TAX 51C 2022/06/30	61,853.00
OMAHA PUBLIC POWER DISTRICT	2022/07/26 MONTHLY SERVICE	100.44
		$ 61,953.44

CPS- Payments made with City credit card

MINUTE RECORD

CLAIMS FOR AUGUST 16, 2022

COMMUNITY DEVELOPMENT			
ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-JUL 2022		1,765.12
FIRST BAPTIST CHURCH	ALUM FRAMES, GLAZING, DEMOLITION LABOR		15,722.26
LIFT UP SARPY COUNTY	CDBG FUND EXPENDITURES-LIFT UP SARPY		15,000.00
		$	32,487.38
FEDERAL FORFEITURES			
VERIZON WIRELESS	2022/06/22-07/21 MONTHLY SERVICE		446.24
		$	446.24
G.O. BONDS			
UMB BANK - TRUST OPERATIONS	PAY OFF SID242 BONDS (CEDAR VIEW)		50,545.83
		$	50,545.83
	TOTAL CLAIMS FOR AUGUST 16, 2022		**$2,139,616.34**
	TOTAL PAYROLL FOR AUGUST 5, 2022		**$1,491,682.90**

CPS- Payments made with City credit card

*8a.
8/16/2022

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

We Influence The World!

MEMO

To: Council President Paul Cook & Council Members

From: Mayor Rusty Hike

Subject: Reappointment to Bellevue Housing Authority

Date: August 3rd, 2022

Please consider the following for reappointment to the Bellevue Housing Authority, Mimi will serve a five-year term until July 2027.

Mimi Janda
1319 Galvin Rd S
Bellevue, NE 68005
402-871-5746

*8b.
8/16/2022

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

We Influence The World!

MEMO

To: Council President Paul Cook & Council Members

From: Mayor Rusty Hike

Subject: Reappointment to Bellevue Bridge Commission

Date: July 28th, 2022

Please consider the following for reappointment to the Bellevue Bridge Commission, Ralph will serve a six-year term until August 2028.

Ralph Gladbach
1708 Childs Rd E
Bellevue, NE 68005
402-980-6905

*8c.
8/16/2022

We Influence The World!

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

MEMO

To: Council President Paul Cook & Council Members

From: City Administrator Jim Ristow

Subject: Appointment to the Civil Service Commission

Date: August 8th, 2022

Please consider the following for appointment to the Civil Service Commission, they will serve a five-year term until May 2027.

Keith Clark
707 Pluma Drive
Bellevue, NE 68005
402-306-5325

Dave Seeba
2107 Greensboro Ave
Bellevue, NE 68005
402-889-1344

Dave Seeba
2107 Greensboro Ave
Bellevue, NE 68005
dseeba@hotmail.com
402-889-1344

Originally from Cook, Nebraska
Graduated from Nemaha Valley High School
Bachelor's degree- Kearney State College
Master's degree (Geography)- University of Nebraska at Omaha

Social Studies teacher, Mission Junior High 1974-1993
Coached football, basketball, wrestling, and track.

Social Studies teacher, Bellevue West 1994-2006
Head Track Coach

Day Reporting Center Teacher, Sarpy County Juvenile Justice Center 2006-2019

Civil Service Commissioner, City of Bellevue 2016-2019

Retired, Gentleman farmer and beekeeper! Married to wife Cindy for 43 years. Three children Carli, Scott, and Mark

Keith E. Clark
402-306-5325 godzilla507@cox.net & godzilla507@gmail.com

Professional Profile

• **Leadership Skills**: Advanced analytical skills to guide critical systems development to meet business needs. Ability to work as a member of a team.
Capable of retaining detailed knowledge of internal policies and procedures, and ability to engage other departments in seeking solutions to complicated problems.
Strong knowledge of various tools such as spreadsheets, word processors or data base organizers including formulas and macros to prepare and develop programs of action
to accomplish key performance objectives.

• **Administrative Skills**: Ensure accountability of subordinates related to conduct and productivity; quick to recognize exigencies and execute solutions.
Systematically securing relevant information and identifying key issues; paying attention to detail; structuring tasks, plans and objectives to establish priorities and set goals.

• **Human Resource Skills**: Interacting effectively with individuals on all levels; fostering a spirit of cooperation and respect; leading by example; making recommendations
based on research and familiarity with various elements; soliciting ideas/opinions of others and utilizing input on key issues; encouraging and providing training.
Proud example of setting the highest standard of integrity and mitigation in the workplace.

• **Communication Skills**: Capable of expressing ideas and or concerns (written and orally) in a delineate, clear, concise, and effective manner.

SKILL	YEARS USED	EXPERTISE
Windows OS systems x95 thru x10	12 years	Expert
MS Office Suites x95 thru 365	12 years	Expert
Active Directory	5 years	Intermediate
Exchange server	5 years	Intermediate
Hardware support	12 years	Expert
Network troubleshooting	3 year	Intermediate
Firewalls	5 years	Intermediate
Management	7 years	Expert
VMware	3 year	Intermediate
CICS	5 years	Intermediate
Outlook exchange	7 years	Intermediate
Server experience	3 year	Intermediate
Network experience 2008, 10, 12	3 year	Intermediate
Windows OS installs x95 – x10	7 years	Expert
Client facing Desktop support	12 years	Expert
SME (Subject matter expert)	4 years	intermediate
Telephone systems (Avaya)	4 years	intermediate
Auto Task	4 years	Intermediate
Service Now	5 years	Intermediate
Remedy	7 years	Expert
SAP	3 year	Intermediate
Share Point	5 years	Intermediate
SCCM	4 years	intermediate

Special training courses: None active

Secret clearance with the Air Force	**Apr 1986 – Jan 1990**
C5 Security Clearance with CoSentry	**Oct 2010 – Jul 2012**
PIV clearance with the VA	**May 2014 – Aug 2014**

PROFESSIONAL EXPERIENCE

Decision One, 1325 American Blvd E., Suite 1A
Bloomington, MN 55425 (952) 814- 5750 **Jun 2018 – Present**
538 Broadhollow Rd, Melville, NY 11747 *(631) 385-1300*
Technical Support Engineer

- Engineering of SA-related solutions for various project and operational needs.
- Install new / rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. in accordance with standards and project/operational requirements.
- Develop and maintain installation and configuration procedures.
- Contribute to and maintain system standards.
- Repair and recover from hardware or software failures. Coordinate and communicate with impacted constituencies.
- Maintain operational, configuration, or other procedures.
- Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.
- Maintain data center environmental and monitoring equipment.
- Functions as the liaison between customer and issue reporting, trouble shooting for first tier resolution, first step contact for customer issue reporting and maintenance problem progression to completion of tracking

Decision One, 1325 American Blvd E., Suite 1A
Bloomington, MN 55425 (952) 814- 5750
Lehigh Technical, 700 Veterans Memorial Highway, Suite #214
Hauppauge, NY 11788 631-385-1300 **Sep 2017 – Jun 2018**
538 Broadhollow Rd, Melville, NY 11747 (631) 385-1300
Level 3 Technician

- Engineering of SA-related solutions for various project and operational needs.
- Install new / rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. in accordance with standards and project/operational requirements.
- Develop and maintain installation and configuration procedures.
- Contribute to and maintain system standards.
- Repair and recover from hardware or software failures. Coordinate and communicate with impacted constituencies.
- Maintain operational, configuration, or other procedures.
- Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.
- Maintain data center environmental and monitoring equipment.
  Functions as the liaison between customer and issue reporting, trouble shooting for first tier resolution, first step contact for customer issue reporting and maintenance problem progression to completion of tracking

NTT DATA Services, DELL Inc, 777 Research Dr,
Lincoln, NE 68521 (402) 479-0176 **Jul 2017 – Sep 2017**
AIC Talent Solutions 2900 S. 160th St.
New Berlin, WI 53151 262-641-8600
Data Center Operations Sr. Associate

- Applies a specialty background on more than one system
- Operates one or more complex computer systems and all associated peripheral equipment.
- Monitors performance of systems utilizing software support tools.
- Interfaces with customers and appropriate support groups to resolve complex issues.
- Contribute to and maintain system standards.
- Interfaces with customers and appropriate support groups to resolve complex issues.
- Resolves complex issues escalated from less experienced team members.
- Perform programs complex JCL code for multiple company groups
- Develops solutions to complex technical problems, which may impact multiple work areas.
- Applies advanced principles, theories, concepts, and technologies as well as knowledge of related disciplines to solve problems and deliver solutions.
- Perform regular file archival and purge as necessary.
- Plans and coordinates with facilities to ensure appropriate data center capacity/scalability.
- Responsible for capturing and reporting metrics to leadership.
- Conducts periodic inspections of assigned data centers to ensure production and data center logistic policies are being met.
- Understands and manages problems utilizing defined problem and change management policies and procedures.
- Identifies areas of possible automation and/or improvement to provide better customer service and enhance problem resolution techniques.

Cargill, 650 Industrial Park Dr, PO Box 300
Blair, NE 68008 (402) 533-4100 **Jul 2015 – Jun 2017**
The Fountain Group 4505 Woodland Corporate Blvd, Ste 200
Tampa, FL 33614 (866) 416-1960
Level 3 Technician

- Engineering of SA-related solutions for various project and operational needs.
- Install new / rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. in accordance with standards and project/operational requirements.
- Install and configure systems such as supports GIS infrastructure applications or Asset Management applications.
- Develop and maintain installation and configuration procedures.
- Contribute to and maintain system standards.
- Research and recommend innovative, and where possible automated approaches for system administration tasks.
- Identify approaches that leverage our resources and provide economies of scale.
- Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups.
- Perform regular security monitoring to identify any possible intrusions.
- Perform daily backup operations, ensuring all required file systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary.
- Perform regular file archival and purge as necessary.
- Create, change, and delete user accounts per request.
- SCCM imaging, add, change, delete, and upgraded SCCM
- Provide Tier III/other support per request from various constituencies. Investigate and troubleshoot issues.
- Repair and recover from hardware or software failures. Coordinate and communicate with impacted constituencies.
- Apply OS patches and upgrades on a regular basis and upgrade administrative tools and utilities. Configure / add new services as necessary.
- Upgrade and configure system software that supports GIS infrastructure applications or Asset Management applications per project or operational needs.
- Active Directory resetting of passwords, profile builds with group level additions and deletions. Permissions set for group level accounts.
- Maintain operational, configuration, or other procedures.
- Perform periodic performance reporting to support capacity planning.
- Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.
- Maintain data center environmental and monitoring equipment.
- Functions as the liaison between customer and issue reporting, trouble shooting for first tier resolution, first step contact for customer issue reporting and maintenance problem progression to completion of tracking
- Provide remote installation support and application. Connect laptops/desktops to network drives and printers; perform Spyware and Virus scans, Configuration of internal workstations, other project duties as assigned. Assist with migration and maintenance of Network server environment, 2003, 2008, and 2012.

Google, Hwy 175
Council Bluffs, IA 51501 (402) 214-8176 **Apr 2015 – Jun 2015**
Advantage Resourcing 220 Norwood Park S
Norwood, MA 02062 (563) 652-2155
Operations Engineer

- Resolve most tickets without escalation following established procedures, including complex tickets escalated from L1. Configure and troubleshoot Linux OS-related issues.
- Own processes or help to develop them.
- Act as a lead for core efforts such as repairs and projects using established procedures. Contribute to documentation.
- Mentor and train team members.
- Takes on-call rotations.
- Worked extensively on data center server and networking hardware and has a solid understanding of the infrastructure at a high level.
- Intermediate level Linux skills, including installation, systems administration and troubleshooting.
- Intermediate networking knowledge, including basic topology and protocol understanding.
- Advanced understanding of hardware architecture, maintenance and repair.
- Acted as a team or project lead.

- Strong people and communication skills interacts appropriately with users of various technical skill levels; remains calm and courteous while working to resolve problems.

PayPal, 12312 Port Grace Blvd
LaVista, NE 68128 (828) 398-5448 **Sep 2014 – Mar 2015**
The Computer Merchant 95 Longwater Cir
Norwell, MA 02061 (781) 878-1070
Level 2 Technician

- Accountable for assisting in the communication and documentation of reporting request for the organization.
- Image & install.
- Accountable for assisting with communication and documentation of reporting network and troubleshooting services.
- Functions as the liaison between customer and issue reporting, trouble shooting for first tier resolution, first step contact for customer issue reporting and maintenance problem progression to completion of tracking
- Provide remote installation support and application. Connect laptops/desktops to network drives and printers; perform Spyware and Virus scans, Configuration of internal workstations, other project duties as assigned. Assist with migration and maintenance of Network server environment, 2003, 2008, and 2012.
- Windows operating systems thru 8 installation and removal with updates applied and compatibility troubleshooting. MS Office Suites thru 2012 installation and removal with updates applied and compatibility troubleshooting.
- Active Directory resetting of passwords, profile builds with group level additions and deletions. Permissions set for group level accounts.
- SCCM imaging, add, change, and deletes
- Exchange server installation and removal with updates applied and compatibility troubleshooting.
- Hardware support to include desktop, peripherals, printers, and copiers.
- Network troubleshooting for connectivity, cabling, testing.
- Firewall installation, permissions settings, and gateway access.
- Accountable for assisting in the communication and documentation of reporting request for the organization.

US Department of Veterans Affairs Omaha Vet Center
4101 Woolworth Ave
Omaha, NE 68105 (402) 540-4245 **May 2014 – Aug 2014**
Alpha Ten Technologies, Inc. 2720 Loker Ave W, Ste K
Carlsbad, CA 92010 (760) 809-2432
Lead Technician

- Accountable for assisting in the communication and documentation of reporting request for the organization, image & install approx. 400 Dell PCs
- Compile reporting for installation of assets for reports to Dell and the VA to include walkthrough and workload assignments, scheduling asset assignments,
- End of day installation certifications, and weekly reports.
- Complete daily time sheets for installation team
- SCCM imaging, add, change, and delete
- Direct contact with customers for installs and reporter for installation team.
- Liaison for the VA and Dell

Kiewit Corporation, 12720 I St
Omaha, NE 68137 (877) 772-7707 **Oct 2013 – Apr 2014**
Aureus Group 13609 California St
Suite 100 Omaha, NE 68154-3503 (402) 891-6900
Level 1 Tech Support

- Accountable for assisting in the communication and documentation of reporting request for the organization.
- Functions as the liaison between customer and issue reporting, trouble shooting for first tier resolution, first step contact for customer issue reporting and maintenance problem progression to completion of tracking.
- Identify trends and or recommend business solutions using established policies, procedures and guidelines. Assist in aggregating and interpreting working data. Provide remote installation support and application. Connect laptops/desktops to network drives and printers; perform Spyware and Virus scans.
- Windows operating systems thru 10 installation and removal with updates applied and compatibility trouble-shooting. MS Office Suites thru 2013 installation and removal with updates applied and compatibility trouble-shooting. Active Directory resetting of passwords, profile builds with group level additions and deletions. Permissions set for group level accounts.
- Active Directory resetting of passwords, profile builds with group level additions and deletions. Permissions set for group level accounts. Hardware support to include desktop, peripherals, printers, and copiers.

- Maintenance of internal knowledge repository. Connect laptops/desktops to network drives and printers; perform Spyware and Virus scans, Configuration of internal workstations, other project duties as assigned.

Hooper Holmes, 902 North 91st St Ste 201
Omaha, NE 68114 (402) 343-0665 **May 2013 – Oct 2013**
Patriot Staffing & Services L.L.C. 1429 Westover Terrace,
Greensboro, NC 27408 (336) 272-6800
Network Administrator

- Accountable for assisting with communication and documentation of reporting network and troubleshooting services
- Functions as the liaison between customer and issue reporting, trouble shooting for first tier resolution, first step contact for customer issue reporting and maintenance problem progression to completion of tracking
- Provide remote installation support and application. Connect laptops/desktops to network drives and printers; perform Spyware and Virus scans, Configuration of internal workstations, other project duties as assigned. Assist with migration and maintenance of Network server environment, 2003, 2008, and 2012.
- Windows operating systems thru 10 installation and removal with updates applied and compatibility trouble-shooting. MS Office Suites thru 2013 installation and removal with updates applied and compatibility trouble-shooting.
- Active Directory resetting of passwords, profile builds with group level additions and deletions. Permissions set for group level accounts.
- Exchange server installation and removal with updates applied and compatibility trouble-shooting.
- Hardware support to include desktop, peripherals, printers, and copiers.
- Network troubleshooting, for connectivity, cabling, testing.
- Firewall installation, permissions settings, and gateway access.

Cost Effective Technologies
121 S 13th St
Lincoln, 68508 NE (402) 875-5616 **Aug 2012 – Apr 2013**
Network Administrator

- Accountable for assisting with communication and documentation of reporting network and trouble-shooting services
- Functions as the liaison between customer and issue reporting, trouble shooting for first tier resolution, first step contact for customer issue reporting and maintenance problem progression to completion of tracking
- Provide remote installation support and application. Connect laptops/desktops to network drives and printers; perform Spyware and Virus scans, Configuration of internal workstations, other project duties as assigned. Assist with migration and maintenance of Network server environment, 2003, 2008, and 2012.
- Windows operating systems thru 10 installation and removal with updates applied and compatibility trouble-shooting. MS Office Suites thru 2013 installation and removal with updates applied and compatibility trouble-shooting.
- Active Directory resetting of passwords, profile builds with group level additions and deletions. Permissions set for group level accounts.
- Exchange server installation and removal with updates applied and compatibility trouble-shooting.
- Hardware support to include desktop, peripherals, printers, and copiers.
- Network troubleshooting, for connectivity, cabling, testing.
- Firewall installation, permissions settings, and gateway access.

CoSentry
1001 S. Fort Crook Rd. Suite 132
Bellevue, NE 68005 (402) 970-8500 **Oct 2010 – Jul 2012**
Level 2 Tech Support

- Accountable for assisting in the communication and documentation of reporting request for the organization
- Functions as the liaison between customer and issue reporting, trouble shooting for first tier resolution, first step contact for customer issue reporting and maintenance problem progression to completion of tracking
- Security detail for customer first contact and detailed grounds eyes on security
- Promotion to Level 2: Contacting customers via phone, instant messenger like applications or email
- Troubleshooting customer hardware/software issues through resolution
- Provide remote installation support and application repair to customer base
- Obtain locations of hardware/software/license key, etc. to use for later (knowledge base)
- Training new agents on locations of knowledge info and increase number of remote resolutions
- Maintenance of internal knowledge repository. Connect laptops/desktops to network drives and printers; perform Spyware and Virus scans, Configuration of internal workstations, other project duties as assigned. C5 Security Clearance

- Windows operating systems thru 8 installation and removal with updates applied and compatibility trouble shooting
- MS Office Suites thru 2012 installation and removal with updates applied and compatibility trouble shooting
- Active Directory resetting of passwords, profile builds with group level additions and deletions. Permissions set for group level accounts.
- Exchange server installation and removal with updates applied and compatibility trouble-shooting.
- Hardware support to include desktop, peripherals, printers, and copiers
- Network trouble-shooting for connectivity, cabling, testing
- C5 Security Clearance

TPG Tele-Management
2909 N 118th St
Omaha, NE 68164 (402) 502-6200 **Sep 2006 – Oct 2010**
Quality Performance Analyst

- Accountable for assisting in the communication and documentation of reporting request for the organization
- Function as the liaison between the different Lines of Business, the Performance Analysis team, and upper management
- Identify trends and or recommend business solutions using established policies, procedures and guidelines.

West Corporation
11808 Miracle Hills Dr. Omaha,
NE 68154 (800) 232-0900 **Aug 2005 – Sep 2006**
Tech Support Representative

- Developed work goals and departmental projects
- Assigned and coordinated work projects, such as converting new and existing hardware and software systems
- Designated staff assignments, work priorities, and evaluated cost and time requirements depending on call flow and work load
- Tested and configured new programs to ensure compatibility with existing software infrastructure
- Assisted customer in a consultative manner addressing and resolving all technical questions in an efficient and effective manner
- Windows operating systems thru 8 installation and removal with updates applied and compatibility trouble-shooting. MS Office Suites thru 2012 installation and removal with updates applied and compatibility trouble-shooting.
- Active Directory resetting of passwords, profile builds with group level additions and deletions. Permissions set for group level accounts.
- Exchange server installation and removal with updates applied and compatibility troubleshooting.
- Hardware support to include desktop, peripherals, printers, and copiers.
- Network troubleshooting for connectivity, cabling, testing.

Covenant Systems **Apr 2005- Aug 2005**
7593 Main St, Ralston, NE
Ralston, NE 68127 (402) 637-4560
Human Resource Manager **Jun 2004– Dec 2004**

- Managed all facets of the needs of the company's employees
- Developed and managed employment programs, salary compensation, and job evaluations, benefits, and equal opportunity initiatives
- Identified staff vacancies and recruited, interviewed and select applicants
- Provided current and prospective employees with information about policies, job duties, and working condition on a reoccurring basis as deemed appropriate
- Serve as liaison between management and employees by handling questions, interpreting and administering disciplinary procedures and sexual harassment cases

Apotheca
313 Lowrey Dr, Woodbine, IA 51579
(712) 647-3133 **Dec 2004 – Apr 2005**
Graphic Art Designer Supervisor

- Managed staff of Graphic Art Designers
- Took clients ideas and transformed them into audiovisual presentations that communicated to their targeted audience
- Used a variety of media including but not limited to: digital imaging, text, film, music, animations, etc.

General Dynamics, 1510 Wall St,
Bellevue, Nebraska 68005 **May 2000- Jun 2004**

Call Center Operation

- Developed, tracked, and reported key performance measurements for the unit
- Developed and implemented process and procedures to improve operational efficiency
- Oversaw cross functional work relations targeted to resolve issues raised by customers
- Provided post-sales support to customers and clients while maintaining an in-depth knowledge of assigned clients' products and services; optimizing each contact with existing customers, and ensuring all issues are tracked until brought to resolution
- Windows operating systems thru 8 installation and removal with updates applied and compatibility trouble-shooting. MS Office Suites installation and removal with updates applied and compatibility trouble shooting
- Active Directory resetting of passwords, profile builds with group level additions and deletions. Permissions set for group level accounts.
- Exchange server installation and removal with updates applied and compatibility trouble-shooting.
- Hardware support to include desktop, peripherals, printers, and copiers
- Network troubleshooting, for connectivity, cabling, testing.

Glenwood State Hospital School, 701 Walnut St
Glenwood, IA 51534 **Jan 1990 – May 2000**

Teaching Aide

- Ensure program completion, documentation, monitor quality assurance, review charts and breakdowns, assist in program development, ensure communication with supervisory personnel, and attend IPP meetings and service reviews
- Provide service to consumers level of functioning, assist in areas of personal, daily, community living, and social skills for individual program plans, assist with medications and personal hygiene, monitor and teach behavior, assist with participation in group, social, and recreational activities, complete and maintain required records and documentations

ARMED SERVICES

USAF Moody AFB Valdosta GA 31699. **Apr 1986 – Jan 1990**

Air Traffic controller/Warehouse Supervisor

- Warehouse Supervisor. Supervisor, S.M.SGT. Wooten. (229) 257-4211 Supervise Airmen staff, manages, order, maintain, organize, and inventory stock.
- Secret clearance with the Air Force

EDUCATION

Master of Science in Management - Kaplan University, Omaha, NE 68134 **July 2016 – Present**
(Emphasis in Project Management)

- Management Theories and Practices 1 & 2
- Leadership Theories and Practices 1 & 2
- Organizational Excellence & Change
- Action Research and Consulting Skills
- Strategic Financial Analysis
- Strategic project selection and initiation
- Project planning and the project plan
- Project execution with monitoring and control
- Project risk, quality, and procurement monitoring and controlling

Bachelor of Science in Information Technology - Kaplan University, Omaha, NE 68134 **Oct 2010 - Oct 2013**
(Emphasis in Project Management)

- Course work completed; Project Management 1 & 2, Structured Query Languages, Technology Infrastructure, Human Computer Interaction, Systems Analysis and Design, Management of Information Systems, IT Consulting Skills, Business Process Management, Managing Technological Innovation, Outcomes Assessment and Quality Management, Big Ideas in Science: From Methods to Mutation, Bachelors Capstone in Information Technology. Focus degree emphasis for my Bachelors is in Project management and in IT management.
- Course work emphasis; Strategic Project Management, Project Initiation, Planning, and Execution, Project Cost & Schedule Monitoring & Controlling, Project Risk, Quality, & Procurement Monitoring & Controlling, Critical Concepts and Competencies for the IT Professional, System Analysis and Design, Information Systems Project Management, Database Design and Data Modeling, SQL Query Design, Computer Networks, Management of Information Security, Legal and Ethical Issues in IT, Applied IT Master Project, MSIT Elective Pool2

Associates of Science - Iowa Western Community College, Council Bluffs, IA 51503 **Sep 1998 - May 2000**

- Course work emphasis; COBOL, Assembler, JCL, Visual Basic, Microcomputer Applications, Programming Logic, PC Fundamentals, CICS, SQL, and Projects.

*8d.
8/16/2022

We Influence The World!

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

MEMO

To: Council President Paul Cook & Council Members

From: Rusty Hike, Mayor

Subject: Reappointment to the Building Board of Review

Date: August 9th, 2022

Please consider the following for reappointment to the Building Board of Review, they will serve a five-year term until July 2027.

Dan Downs-Alternate
8310 S 42nd St
Bellevue, NE 68147
402-733-3080

Thomas Kimball
1902 Pleasantview Lane
Bellevue, NE 68005
657-5602

10a.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY: Susan Kluthe, City Clerk				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☑	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Application for Famous Dave's Ribs, Inc. dba "Famous Dave's" for a Class IK Liquor License to sell beer, wine, and distilled spirits, On Sale Only, and change in name on License to Famous Dave's Ribs, Inc. dba "Famous Dave's" at 2015 Pratt Ave., Bellevue, NE 68123 and Darius E. Robinson as Manager.

SYNPOSIS/BACKGROUND:

Famous Dave's Ribs, Inc. dba "Famous Dave's" for a Class "IK" Liquor License to sell, beer, wine, and distilled spirits, On Sale Only, and change in name on License to Famous Dave's Ribs, Inc. dba "Famous Dave's" at 2015 Pratt Ave., Bellevue, NE 68123 and Darius E. Robinson as Manager. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

FISCAL IMPACT: $615.00/year 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:

Recommend to the Nebraska Liquor Control Commission (NLCC) to approve the application for a Class "IK" Liquor License to sell, beer, wine, and distilled spirits, On Sale Only, and change in name on License to Famous Dave's Ribs, Inc. dba "Famous Dave's" at 2015 Pratt Ave., Bellevue, NE 68123 and Darius E. Robinson as Manager.

ATTACHMENTS:

1.	Application	2.	Police Report	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: August 16, 2022 Due to City Clerk: August 9, 2022

Applicant: Famous Dave's Ribs, Inc. dba "Famous Dave's"

Location/Address: 2015 Pratt Ave., Bellevue 68123

Requested Action:

Recommendation to approve application for a Class "IK" Liquor License to sell, beer, wine, and distilled spirits, On Sale Only, and change in name on License to Famous Dave's Ribs, Inc. dba "Famous Dave's" at 2015 Pratt Ave., Bellevue, NE 68123 and Darius E. Robinson as Manager.

Individuals to be Checked:

	Name & Address	DOB
1.	Darius E. Robinson, 11421 Arbor St., Apt. 7B, Omaha, NE 68144	
2.		

Comments:

none

Signature of Reviewer: Capt. [signature] 159 Date: 8/2/22

APPLICATION FOR LIQUOR LICENSE
CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: 1K

License Number: 124930

RECEIVED
APR 27 2022
NEBRASKA LIQUOR CONTROL COMMISSION

Office Use Only
NEW (REPLACING) 111079 TOP (Yes) / No
Hot List Yes / (No) Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Famous Dave's Ribs, Inc.

TRADE (DBA) NAME Famous Dave's

PREVIOUS TRADE (DBA) NAME Famous Dave's

CONTACT NAME AND PHONE NUMBER Sarah Naumann, 952-294-1351

CONTACT EMAIL ADDRESS sarah.naumann@bbq-holdings.com

Crim hx
CTG

5-31-2032

~~Diagram~~
~~BPA~~
~~Parties Voter~~
~~lease~~
~~Form 100 pg 4~~
~~form 103 pg 3~~
~~form 103 pg 4~~
~~Form 147 Parties~~
~~form 116~~
~~Parties married?~~
~~103 pg 6 Parties~~

Office use only
PAYMENT TYPE 4/27/22 PayPort
AMOUNT $440 RCPT
RECEIVED: 4/27/22
DATE DEPOSITED

2200005846

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
website: www.lcc.nebraska.gov

License Class: K

License Number:

RECEIVED
Office Use Only
JUL 07 2022
Date Stamp HERE ONLY
Do not stamp any of the following pages
NEBRASKA LIQUOR CONTROL COMMISSION

- Application fee $100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE
Famous Dave's Ribs, Inc.

TRADE NAME
Famous Dave's

PREMISES ADDRESS
2015 Pratt Ave, Bays 121 and 125

CITY Bellevue **ZIP CODE** 68123

CONTACT PERSON
Sarah Naumann

PHONE NUMBER
952-294-1351

EMAIL
sarah.naumann@bbq-holdings.com

Signature of AUTHORIZED LICENSEE REPRESENTIVE
(Do not sign until in the presence of the Notary Public)

Michael Medved
Printed Name of AUTHORIZED LICENSEE REPRESENTIVE

State of Minnesota, County of Hennepin

The foregoing instrument was acknowledged before me this:

July 7, 2022
(Date)

By: Michael Medved
Name of person signing document in front of Notary

Joan Marie Lindsley
Notary Public Signature

JOAN MARIE LINDSLEY
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2023

Office Use Only
BARCODE LABEL

DIRECTIONS

Each item must be included with your application

1. Application fee of $400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission

2. Enclose the appropriate application forms
   Individual License (Form 104)
   Partnership License (Form 105)
   Corporate License (Form 101 & Form 103)
   Limited Liability Company (LLC) (Form 102 & Form 103)
   Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State

3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
   a. For residency enclose proof of registered voter in Nebraska
   b. If permanent resident include Employment Authorization Card or Permanent Resident Card
   c. See Applicant Guidelines for further assistance

4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".

5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
   a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
   b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
   c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
   d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)

6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.

8. Submit a copy of your business plan.

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee $400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

_____ A BEER, ON SALE ONLY

_____ B BEER, OFF SALE ONLY**

_____ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES_____ NO_____

_____ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

_____ F BOTTLE CLUB,

XX I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES X NO_____

_____ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

_____ AB BEER, ON AND OFF SALE

_____ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

_____ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

XX Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

_____ Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES_____ NO X

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

_____ Individual License (requires insert FORM 104)

_____ Partnership License (requires insert FORM 105)

XX Corporate License (requires FORM 101 & FORM 103)

_____ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name_____ Phone Number 913-451-5147

Firm Name Lathrop GPM LLP

Email address bridget.holtondeere@lathropgpm.com

Should we contact you with any questions on the application? YES X NO_____

PREMISES INFORMATION

Trade Name (doing business as) Famous Dave's

Street Address 2015 Pratt Avenue

City Bellevue County Sarpy 59 Zip Code 68123 +6052

Premises Telephone number 402-934-2300

Business e-mail address sarah.naumann@bbq-holdings.com

Is this location inside the city/village corporate limits YES X NO ____

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Licensing

Street Address 12701 Whitewater Drive, Ste 100

City Minnetonka State MN Zip Code 55343 +4109

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

X DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

X Building length 68 x width 78 in feet

Is there a basement? Yes ____ No X If yes, length ____ x width ____ in feet

Is there an outdoor area? Yes ____ No X If yes, length ____ x width ____ in feet

Number of floors of the building 1

X **PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

PREMISES INFORMATION

Trade Name (doing business as) Famous Dave's

Street Address 2015 Pratt Avenue

City Bellevue County Sarpy Zip Code 68123 +6052

Premises Telephone number 402-934-2300

Business e-mail address sarah.naumann@bbq-holdings.com

Is this location inside the city/village corporate limits YES X NO ____

MAILING ADDRESS (where you want to receive mail from the Commission)
Check if same as premises

Name Licensing

Street Address 12701 Whitewater Drive, Ste 100

City Minnetonka State MN Zip Code 55343 +4109

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

Y DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

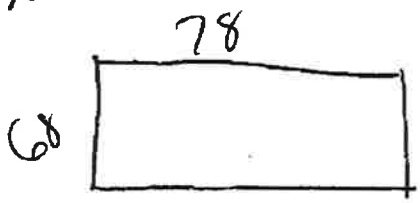
X Building length 68 x width 78 in feet

Is there a basement? Yes ____ No X If yes, length ____ x width ____ in feet

Is there an outdoor area? Yes ____ No X If yes, length ____ x width ____ in feet

Number of floors of the building 1

X **PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**



APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

_____YES XX NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Was this premise licensed as liquor licensed business within the last two (2) years?

X YES _____NO

If yes, provide business name and license number Midwest BBQ Ventures Bellevue License #111079

3. Are you buying the business of a current retail liquor license?

X YES _____NO

If yes, give name of business and liquor license number Midwest BBQ Ventures Bellevue License #111079

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

X YES _____NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement X

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____YES X_____NO

If yes, list the lender(s) n/a

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

X_____YES _____NO

If yes, explain. (all involved persons must be disclosed on application)

Funds will be flow to Famous Dave's of America and up to BBQ Holdings, Inc. (parent co.)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____YES X_____NO

If yes, list such item(s) and the owner._____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____YES X_____NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

_____YES X_____NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Chase; Jason Schanno, President

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

None

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Darius Robinson		None

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Darius Robinson		

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.
Documents must be in the name of applicant as owner or lessee

xx Lease expiration date 5-31-2032
_____ Deed
_____ Purchase Agreement

14. When do you intend to open for business? May 2022

15. What will be the main nature of business? Serving Food

16. What are the anticipated hours of operation? Mon-Sat 11am-9pm; Sunday 11am - 8pm

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM	TO	SPOUSE CITY & STATE	YEAR FROM	TO
11421 Arbor St., Apt. 7B, Omaha, NE					

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE –
PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the* FBI. *You have the opportunity to complete or challenge the accuracy of the information contained in* FBI *identification record. The procedures for obtaining a change, correction, or updating an* FBI *identification record are set forth in Title 28, CFR, 16.34.*

Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public
(YOU MAY NEED TO PRINT MULITPLE SIGNATURE PAGES)

Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

Jason Schanno
Printed Name of **APPLICANT**

State of Nebraska, County of Hennepin

The foregoing instrument was acknowledged before me this

April 27, 2022
(Date)

By Jason Schanno
Name of person(s) signing document in front of Notary

Joan Lindsley
Notary Public Signature

JOAN MARIE LINDSLEY
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2023

Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

Nicole Lyden
Printed Name of **SPOUSE**

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

April 27, 2022
(Date)

By Nicole Lyden
Name of person(s) signing document in front of Notary

Joan Marie Lindsley
Notary Public Signature

JOAN MARIE LINDSLEY
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2023

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED
MAY 06 2022
NEBRASKA LIQUOR CONTROL COMMISSION

[ ] I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

[JJ] I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Signature of ~~NON-PARTICIPATING~~ SPOUSE

Nicole Lyden-Schanno
Print Name

State of ~~Nebraska~~ Minnesota, County of Washington

The foregoing instrument was acknowledged before me

this November 12th 2021 (date)

by Nicole Lyden-Schanno
Name of person acknowledged (Individual signing document)

Jennifer A Hayes
Notary Public Signature

JENNIFER ANNE HAYES
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan 31 2023

Signature of **APPLICANT**

Jason Schanno
Print Name

State of ~~Nebraska~~ Minnesota, County of Hennepin

The foregoing instrument was acknowledged before me

this November 3, 2021 (date)

by Jason Schanno
Name of person acknowledged (Individual signing document)

Notary Public Signature

SARAH LYNN NAUMANN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2023

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

RECEIVED
Office Use
APR 27 2022
NEBRASKA LIQUOR CONTROL COMMISSION

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

1) **All officers, directors and stockholders must be listed**
2) **President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.**
3) **Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)**

Attach copy of Articles of Incorporation

Name of Registered Agent: _____

Name of Corporation that will hold license as listed on the Articles
Famous Dave's Ribs, Inc.

Corporation Address: 12701 Whitewater Dr., ~~Suite~~ STE 100

City: Minnetonka State: MN Zip Code: 55343 +4109

Corporation Phone Number: 952-294-1348 Fax Number _____

Total Number of Corporation Shares Issued: _____

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Schanno First Name: Jason MI: _____

Home Address: 643 2nd Ave. NW City: Forest Lake

State: MN Zip Code: 55026 +1010 Home Phone Number: 952-294-1300S

_____
Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska
County of Hennepin **The foregoing instrument was acknowledged before me this**

4/27/2022 **by** Jason Schanno
Date **name of person acknowledge**

_____

Affix Seal

KRISTA TERRI HILLS
Notary Public
Minnesota
My Commission Expires
Jan 31, 2026

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Schanno First Name: Jason MI: D

Social Security Number: [redacted] Date of Birth: [redacted]

Title: President Number of Shares 0

Spouse Full Name (indicate N/A if single): Nicole Lyden Schanno *Spouse

Spouse Social Security Number: [redacted] Date of Birth: [redacted]

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____ _____

Title:_____ Number of Shares _____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Is the applying corporation controlled by another corporation/company?

■YES ☐NO

If yes, complete controlling corporation insert form 185

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January 3 Ending Date: January 1

Is this a Non-Profit Corporation?

☐YES ■NO

If yes, provide the Federal ID # _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

CONTROLLING CORPORATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED
APR 27 2022
NEBRASKA LIQUOR CONTROL COMMISSION

Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126

Name and address of the controlling corporation of the applying corporation

Controlling Corporation Name: Famous Dave's of America, Inc.

Controlling Corporation Address: 12701 Whitewater Dr., Suite 100

City: Minnetonka State: MN Zip Code: 55343

Provide the names of the top four officer/members of the controlling corporation

1. Full Name: Jason Schanno
   Job Title: CFO
2. Full Name: Jeffery Crivello
   Job Title: CEO
3. Full Name: Michael Medved
   Job Title: Secretary
4. Full Name: _____
   Job Title: _____

Nebraska Secretary of State

FAMOUS DAVE'S RIBS, INC.

Fri May 6 10:52:49 2022

SOS Account Number
2204090104
Status
Active

Principal Office Address
12701 WHITEWATER DRIVE
MINNETONKA, MN 55343
Registered Agent and Office Address
UNISEARCH, INC.
5601 S. 59TH STREET
SUITE C
LINCOLN, NE 68516

Nature of Business
Not Available
Entity Type
Foreign Corp
Qualifying State: MN
Date Filed
Apr 12 2022

Next Report Due Date
Jan 01 2024

Filed Documents

Filed documents for FAMOUS DAVE'S RIBS, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Foreign Authority	Apr 12 2022	$1.80 = 4 page(s) @ $0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
$6.50
This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

STATE OF NEBRASKA

United States of America
State of Nebraska
}ss.
}

Secretary of State
State Capitol
Lincoln,Nebraska

I, Robert B. Evnen, Secretary of State of the State of Nebraska, do here by certify that

FAMOUS DAVE'S RIBS, INC.

a(n) Minnesota Foreign Corporation, filed an Application for Certificate of Authority on April 12, 2022 and is hereby authorized to transact business in the state of Nebraska as of the date of this certificate until said authority is either administratively revoked, the company has filed a notice of cancellation or obtained a certificate of withdrawal.

This certificate is not to be construed as an endorsement,recommendation, or notice of approval of the entity's financial condition or business activities and practices.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on this date of

April 12, 2022

Secretary of State

NE Sec of State - Robert B. Evnen
Filing Document #: 2204090104 Pages: 4
Company Name: FAMOUS DAVE'S RIBS, INC.
Filing Date and Time: 04/12/2022 04:35 PM

APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
www.sos.nebraska.gov

Attach a certificate of existence, or document of similar import, duly authenticated by the secretary of state or other official having custody of the corporate records in the state or country under whose law the corporation is incorporated. Such certificate shall not be more than sixty (60) days old. A certified copy of the articles of incorporation should not be submitted and is not acceptable in lieu of such certificate.

Name of Corporation Famous Dave's RIBS, Inc.

Fictitious Name of Corporation*_____
(to be used only if actual corporate name is unavailable for use or does not comply with Nebraska law)

*Must provide a resolution from the Board of Directors signed by the Secretary adopting this fictitious name. Note: Fictitious name must contain one of the words incorporated, corporation, limited or an abbreviation thereof.

Incorporated under the laws of MN

Date of Incorporation 8/21/97 Period of Duration Perpetual

Address of Principal Office 12701 Whitewater Drive Minnetonka MN 55343
Street Address City State Zip

Registered Agent Unisearch, Inc.

Registered Office 5601 S. 59th Street, Suite C Lincoln NE 68516
Street Address and Post Office Box (if any) City Zip

Effective date if other than the date filed 04/07/2022

Signature Jason Schanno, CFO
Printed Name/Title

The Model Business Corporation Act requires that every filing be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

NOTE: To complete this filing you must provide a list of officers and directors names and street addresses.

FILING FEE: $110 (In-Office) / $100 (Online)

Revised 07/01/2021 Neb. Rev. Stat. §21-2,205

OFFICERS:

Jeffery Crivello, CEO
Name/Title
12701 Whitewater Drive
Street Address
Minnetonka MN 55343
City State Zip

Jason Schanno, CFO
Name/Title
12701 Whitewater Drive
Street Address
Minnetonka MN 55343
City State Zip

Michael Medved, Secretary
Name/Title
12701 Whitewater Drive
Street Address
Minnetonka MN 55343
City State Zip

Name/Title
Street Address
City State Zip

Name/Title
Street Address
City State Zip

Name/Title
Street Address
City State Zip

Name/Title
Street Address
City State Zip

DIRECTORS:

Jeffery Crivello
Name
12701 Whitewater Drive
Street Address
Minnetonka MN 55343
City State Zip

Jason Schanno
Name
12701 Whitewater Drive
Street Address
Minnetonka MN 55343
City State Zip

Michael Medved
Name
12701 Whitewater Drive
Street Address
Minnetonka MN 55343
City State Zip

Name
Street Address
City State Zip

Name
Street Address
City State Zip

Name
Street Address
City State Zip

Name
Street Address
City State Zip

Please Copy this page and submit additional pages if needed.

Office of the Minnesota Secretary of State
Certificate of Good Standing

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	Famous Dave's RIBS, Inc.
Date Filed:	08/21/1997
File Number:	9U-214
Minnesota Statutes, Chapter:	302A
Home Jurisdiction:	Minnesota

This certificate has been issued on: 04/11/2022



Steve Simon
Secretary of State
State of Minnesota

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

FAMOUS DAVE'S RIBS, INC.

The undersigned, the incorporator of Famous Dave's RIBS, Inc., a corporation existing under Chapter 302A of the Minnesota Statutes, does hereby certify that the following Amended and Restated Articles of Incorporation were duly adopted by action of the incorporator, effective August 27, 1997, and supersede in their entirety, the Corporation's Articles of Incorporation dated August 21, 1997, and filed with the Secretary of State on August 21, 1997.

ARTICLE 1
NAME

The name of the Corporation is **Famous Dave's RIBS~~L~~, Inc.**

ARTICLE 2
REGISTERED OFFICE

The address of the registered office of the Corporation is 12700 Industrial Park Boulevard, Suite 60, Plymouth, MN 55441.

ARTICLE 3
CAPITAL

A. The Corporation is authorized to issue one thousand (1,000) shares of common stock, having a par value of one cent ($.01) per share.

B. In addition to any and all powers conferred upon the Board of Directors by the laws of the State of Minnesota, the Board of Directors shall have the authority to establish by resolution more than one class or series of shares, either preferred or common, and to fix the relative rights, restrictions and preferences of any such different classes or series, and the authority to issue shares of a class or series to another class or series to effectuate share dividends, splits or conversion of the Corporation's outstanding shares.

C. The Board of Directors shall also have the authority to issue rights to convert any of the Corporation's securities into shares of stock of any class or classes, the authority to issue options to purchase or subscribe for shares of stock of any class or classes, and the authority to issue share purchase or subscription warrants or any other evidence of such option rights which set forth the terms, provisions and conditions thereof, including the price or prices at which such shares may be subscribed for or purchased. Such options, warrants and rights, may be transferable or nontransferable and separable or inseparable from other securities of the Corporation. The Board of Directors is authorized to fix the terms,

provisions and conditions of such options, warrants and rights, including the conversion basis or bases and the option price or prices at which shares may be subscribed for or purchased.

ARTICLE 4
SHAREHOLDER RIGHTS

A. No shareholder of the Corporation shall have any preemptive rights.

B. No shareholder of the Corporation shall have any cumulative voting rights.

ARTICLE 5
INCORPORATOR

The name and address of the incorporator, who is a natural person of full age, is:

Philip J. Tilton, Esq.
3300 Norwest Center
90 South Seventh Street
Minneapolis, Minnesota 55402

ARTICLE 6
WRITTEN ACTION BY LESS THAN ALL OF THE DIRECTORS

Any action required or permitted to be taken at a Board meeting, other than an action requiring shareholder approval, may be taken by written action of the Board of Directors if signed by the number of directors that would be required to take the same action at a meeting at which all directors were present.

ARTICLE 7
LIMITED LIABILITY OF DIRECTORS

To the fullest extent permitted by law, a director shall have no personal liability to the Corporation or its shareholders for breach of fiduciary duty as a director. Any amendment to or repeal of this Article 7 shall not adversely affect any right or protection of a director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

IN WITNESS WHEREOF, I have signed my name this 27th day of August, 1997.

STATE OF MINNESOTA
FILED - DUPLICATE COPY

Philip J. Tilton, Incorporator

146770

AUG 27 1997

Secretary of State

ARTICLES OF INCORPORATION

OF

FAMOUS DAVE'S RIBS, INC.

The undersigned hereby creates a corporation under Chapter 302A of the Minnesota Statutes and adopts the following Articles of Incorporation.

ARTICLE 1
NAME

The name of the Corporation is Famous Dave's RIBS, Inc.

ARTICLE 2
REGISTERED OFFICE

The address of the registered office of the Corporation is 12700 Industrial Park Boulevard, Suite 60, Plymouth, MN 55441, c/o Stephen Opdahl.

ARTICLE 3
CAPITAL

A. The Corporation is authorized to issue one million (~~1,000~~ 1,000,000) shares of capital stock, having a par value of one cent ($.01) per share in the case of common stock, and having a par value as determined by the Board of Directors in the case of preferred stock, to be held, sold and paid for at such times and in such manner as the Board of Directors may from time to time determine in accordance with the laws of the State of Minnesota.

B. In addition to any and all powers conferred upon the Board of Directors by the laws of the State of Minnesota, the Board of Directors shall have the authority to establish by resolution more than one class or series of shares, either preferred or common, and to fix the relative rights, restrictions and preferences of any such different classes or series, and the authority to issue shares of a class or series to another class or series to effectuate share dividends, splits or conversion of the Corporation's outstanding shares.

C. The Board of Directors shall also have the authority to issue rights to convert any of the Corporation's securities into shares of stock of any class or classes, the authority to issue options to purchase or subscribe for shares of stock of any class or classes, and the authority to issue share purchase or subscription warrants or any other evidence of such option rights which set forth the terms, provisions and conditions thereof, including the price or prices at which such shares may be subscribed for or purchased. Such options, warrants and rights, may be transferable or nontransferable and separable or inseparable from other securities of the Corporation. The Board of Directors is authorized to fix the terms,

provisions and conditions of such options, warrants and rights, including the conversion basis or bases and the option price or prices at which shares may be subscribed for or purchased.

ARTICLE 4
SHAREHOLDER RIGHTS

A. No shareholder of the Corporation shall have any preemptive rights.

B. No shareholder of the Corporation shall have any cumulative voting rights.

ARTICLE 5
INCORPORATOR

The name and address of the incorporator, who is a natural person of full age, is:

Philip J. Tilton, Esq.
3300 Norwest Center
90 South Seventh Street
Minneapolis, Minnesota 55402

ARTICLE 6
WRITTEN ACTION BY LESS THAN ALL OF THE DIRECTORS

Any action required or permitted to be taken at a Board meeting, other than an action requiring shareholder approval, may be taken by written action of the Board of Directors if signed by the number of directors that would be required to take the same action at a meeting at which all directors were present.

ARTICLE 7
LIMITED LIABILITY OF DIRECTORS

To the fullest extent permitted by law, a director shall have no personal liability to the Corporation or its shareholders for breach of fiduciary duty as a director. Any amendment to or repeal of this Article 7 shall not adversely affect any right or protection of a director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

IN WITNESS WHEREOF, I have signed my name this 21st day of August, 1997.

STATE OF MINNESOTA
FILED - DUPLICATE COPY

AUG 21 1997

Joan Anderson Growe
Secretary of State

145961

_____
Philip J. Tilton, Incorporator

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

APR 27 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer,** corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

BARCODE

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

APR 27 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Famous Dave's Ribs, Inc.

Premise information

Liquor License Number: 111079 Class Type I (if new application leave blank)

Premise Trade Name/DBA: Famous Dave's

Premise Street Address: 2015 Pratt Avenue

City: Bellevue County: Sarpy Zip Code: 68123 +6052

Premise Phone Number: 402-934-2300

Premise Email address: sarah.naumann@bbq-holdings.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Robinson First Name: Darius MI: E

Home Address: 11421 Arbor St., Apt. 7B

City: Omaha County: Douglas Zip Code: 68144 + 3099

Home Phone Number: 402-214-8354

Driver's License Number & State: [redacted]

Social Security Number: [redacted]

Date Of Birth [redacted] Place Of Birth: Omaha, NE

Email address: Darius.Robinson@famous Dues.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☐ YES ■ NO

Spouse's information

Spouses Last Name: First Name: MI:

Social Security Number:

Driver's License Number & State:

Date Of Birth: Place Of Birth:

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT **SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE					

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**
Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☑ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Darius Robinson	10/2009	Omaha NE	Domestic	Guilty
	2008	Omaha NE	Driving W/ license	Guilty

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☑ NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☐ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: None Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☑ YES ☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the* FBI. *You have the opportunity to complete or challenge the accuracy of the information contained in* FBI *identification record. The procedures for obtaining a change, correction, or updating an* FBI *identification record are set forth in Title 28, CFR, 16.34.*

Signature of Manager Applicant | **Signature of Spouse**

ACKNOWLEDGEMENT

State of Nebraska
County of Sarpy The foregoing instrument was acknowledged before me this

7/25/2022 by Darius E Robinson
date NAME OF PERSON BEING ACKNOWLEDGED

Notary Public signature

Affix Seal

MICHELE L. HATCHER
General Notary - State of Nebraska
My Commission Expires Aug 16, 2023

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

RECEIVED
2
NEBRASKA LIQUOR
CONTROL COMMISSION

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED.
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of $45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
  It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
  Or a check made payable to **NSP** can be mailed directly to the following address:
  Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a **Liquor License**.
  The Nebraska State Patrol – CID Division
  4600 Innovation Drive
  Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
  Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
  Fingerprint cards should be submitted with the application.

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name: Famous Dave's (of Bellevue)

Name of Person Being Fingerprinted: Darius Robinson

Date of Birth: [redacted] Last 4 SSN: 5929

Date fingerprints were taken: 7-15-22

Location where fingerprints were taken: Bellevue Police Department

How was payment made to NSP?

■NSP PAYPORT ☐CASH ☐CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use only
RECEIVED
APR 27 2022
NEBRASKA LIQUOR
CONTROL COMMISSION

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **$45.25 per person MUST** be made **DIRECTLY** to the Nebraska State Patrol;
  It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
  Or a check made payable to **NSP** can be mailed directly to the following address:
  Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
  The Nebraska State Patrol – CID Division
  4600 Innovation Drive
  Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
  Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
  Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the* FBI. *You have the opportunity to complete or challenge the accuracy of the information contained in the* FBI *identification record. The procedures for obtaining a change, correction, or updating a* FBI *identification record are set forth in Title 28, CFR, 16.34.*

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Famous Dave's

Name of Person Being Fingerprinted: Jason Schanno

Date of Birth: [redacted] Last 4 SSN: 7653

Date fingerprints were taken: ON FILE

Location where fingerprints were taken: _____

How was payment made to NSP?

■NSP PAYPORT ☐CASH ☐CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ■ GRANITE CITY

_____

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Business Plan

Famous Dave's is a barbecue restaurant chain serving pork ribs, chicken, beef brisket, and other Southern comfort favorites. The restaurant in Bellevue, Nebraska is casual dining, and serves high quality meats and ingredients.

Famous Dave's is a barbecue restaurant chain serving pork ribs, chicken, beef brisket, and other Southern comfort favorites. The restaurant in Lincoln, Nebraska is casual dining, and serves high quality meats and ingredients.

11a.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY: Tammi Palm		TITLE: Planning Manager		
AGENDA ITEM:	CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

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

SYNPOSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS: *

1.	Planning Commission Recommendation Sheet	2.	Staff Memo	3.	Zoning Ordinance - redline
4.	Ord. No. 4104	5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Rollins

FINANCE APPROVAL AS TO FORM: Mark Elbert

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: August 16, 2022

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

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

APPROVAL of amendments as presented including modifications discussed.

VOTE:

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

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

We Influence The World!

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

MEMORANDUM

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

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

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

Attached is a red line copy of the proposed amendments.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendments as presented.

PLANNING COMMISSION RECOMMENDATION:

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

ZONING ORDINANCE
BELLEVUE, NEBRASKA

ORDINANCE NO. 3619

ADOPTED BY BELLEVUE, NEBRASKA ON AUGUST 8, 2011

Prepared By

JEO Consulting Group, Inc.

Table of Contents

ARTICLE 1: TITLE AND PURPOSE 4
Section 1.01 Title 4
Section 1.02 Purpose and Intent 4
Section 1.03 Interpretation 4
Section 1.04 Relationship to City Code 4
Section 1.05 Relationship to Comprehensive Plan 4
Section 1.06 Applicability of Prior Regulations 4
ARTICLE 2: DEFINITIONS 5
Section 2.01 Rules 5
Section 2.02 Abbreviation and Acronyms 5
Section 2.03 Definitions 5
ARTICLE 3: DISTRICTS AND OFFICIAL MAP 45
Section 3.01 Districts 45
Section 3.02 Provision for Official Zoning Map 45
ARTICLE 4: GENERAL PROVISIONS 46
Section 4.01 Planning Commission Recommendations 46
Section 4.02 District Regulations, Restrictions, Boundary Creation 46
Section 4.03 Jurisdiction 46
Section 4.04 Provisions of Ordinance Declared to be Minimum Requirements 46
Section 4.05 Zoning Affects Every Building and Use 46
Section 4.06 Lot 46
Section 4.07 Through Lots 47
Section 4.08 Reductions in Lot Area Prohibited 47
Section 4.09 Obstructions to Vision at Street Intersections Prohibited 47
Section 4.10 Yard Requirements 47
Section 4.11 Exceptions and Encroachments in Required Yards 48
Section 4.12 Exceptions and Permitted Modifications of Height Regulations 49
Section 4.13 Accessory Building and Uses 49
Section 4.14 Drainage 50
Section 4.15 Occupancy of Basements and Cellars 50
Section 4.16 Non-Conforming, General Intent 50
Section 4.17 Non-conforming Lots of Record 50
Section 4.18 Non-conforming Structures 50
Section 4.19 Non-conforming Uses 51
Section 4.20 Repairs and Maintenance 51
Section 4.21 Amortization and Discontinuance of Certain Uses 52
Section 4.22 Uses under Conditional Use Permit not Non-conforming Uses 52
Section 4.23 Fees 52
Section 4.24 Prohibited Uses 52
ARTICLE 5: ZONING DISTRICTS 53
Section 5.01 Districts; Use 53
Section 5.02 Districts; Boundaries 54
Section 5.03 Rules for Interpretation of District Boundaries 54
Section 5.04 Classification of Districts Upon Annexation and Conformance with the Land Use Plan 54
Section 5.05 AG Agricultural District 55
Section 5.06 RA Residential Agriculture District 57

Section 5.07 RE Residential Estates 59
Section 5.08 RS-120 Single-Family Residential 61
Section 5.09 RS-84 Single-Family Residential 63
Section 5.10 RS-72 Single-Family Residential 65
Section 5.11 RD-60 Duplex Residential 67
Section 5.12 RG-50 General Residential 69
Section 5.13 RG-28 General Residential 71
Section 5.14 RG-20 General Residential 73
Section 5.15 RG-8 General Residential 75
Section 5.16 M Modified Residential District 77
Section 5.17 PS Planned Subdivision District 81
Section 5.18 PO Parking Overlay District 83
Section 5.19 MU Mixed Use District 84
Section 5.20 BN Neighborhood Business District 87
Section 5.21 BNH Heavy Neighborhood Business District 89
Section 5.22 BG General Business District 91
Section 5.23 BGM Metropolitan General Business District 91
Section 5.24 BGH Heavy General Business District 97
Section 5.25 PCO Planned Center Overlay District 101
Section 5.26 FX Flex Space District 103
Section 5.27 ML Light Manufacturing District 106
Section 5.28 MH Heavy Manufacturing District 109
Section 5.29 AICUZ Air Installation Compatible Use Zone; Clear Zone, Accident Potential Zones I and II, Noise Zones, and Height and Obstruction Criteria (Overlay District) 112
Section 5.30 FF/FW Flood Plain District (Overlay District) 121
Section 5.31 OTO Olde Towne Overlay District 132
Section 5.32 CO Conservation Overlay District 134
Section 5.33 FGZ Federal Government / Non-Regulated 135
Section 5.34 Schedule of Lot and Area Requirements 135
Section 5.35 HCO Highway 34 Corridor Overlay District 138
ARTICLE 6: CONDITIONAL USE PERMITS 141
Section 6.01 General Provisions 141
Section 6.02 Application for Conditional Use Permits 141
Section 6.03 Planning Commission Public Hearing 141
Section 6.04 City Council Public Hearing 141
Section 6.05 Decisions 141
Section 6.06 Standards 141
ARTICLE 7: SIGN REGULATIONS 143
Section 7.01 Purpose and Applicability 143
Section 7.02 Definitions and Interpretation 144
Section 7.03 Computations 155
ARTICLE 8 SUPPLEMENTAL REGULATIONS 173
Section 8.01 Off-Street Automobile Storage 173
Section 8.02 Off-Street Parking Design Criteria 173
Section 8.03 Off-Street Parking and Loading 174
Section 8.04 Home Based Businesses 180
Section 8.05 Wireless Communication Towers 181
Section 8.06 Solar Panels 185
Section 8.07 Commercial/Utility Grade SCS 185
Section 8.08 Performance Standards for Flex and Industrial Uses 189

Section 8.09 Auto Wrecking Yards, Junk Yards, Salvage Yards and Scrap Processing Yards 189
Section 8.10 Residential and Small Wind Energy Systems 191
Section 8.11 Commercial/Utility Grade Wind Energy Systems 192
Section 8.12 Building Design and Material Criteria 199
Section 8.13 Raising of Hens 203
Section 8.14 Public Safety Radio Amplification Systems 204
Section 8.15 Keeping of Horses 205
ARTICLE 9: LANDSCAPING, SCREENING AND FENCING REQUIREMENTS 206
Section 9.01 Intent 206
Section 9.02 Application and Scope 206
Section 9.03 Definitions 206
Section 9.04 Landscaping Provisions 207
Section 9.05 Bufferyard 208
Section 9.06 Screening 209
Section 9.07 Plant Materials 210
Section 9.08 Exterior Lighting 211
Section 9.09 Fences 211
ARTICLE 10: BOARD OF ADJUSTMENT 213
Section 10.01 Members, Terms and Meetings 213
Section 10.02 Appeals to Board, Record of Appeal, Hearings and Stays 213
Section 10.03 Powers and Jurisdiction on Appeal 213
Section 10.04 Appeals to District Court 214
ARTICLE 11: AMENDMENTS 215
Section 11.01 Amendments 215
Section 11.02 Planning Commission Review 215
Section 11.03 Inspections by City Staff 215
Section 11.04 Building Permits 215
Section 11.05 Certificate of Occupancy 216
Section 11.06 Penalties 216
Section 11.07 Remedies 216
ARTICLE 12: COMPREHENSIVE PLAN RELATIONSHIP 217
ARTICLE 13: LEGAL STATUS PROVISIONS 217
Section 13.01 Separability 217
Section 13.02 Purpose of Catch Heads 217
Section 13.03 Repeal of Conflicting Ordinances 217
Section 13.04 Effective Date 217
APPENDIX: ZONING USE MATRIX (Business and Manufacturing Districts) 218

ARTICLE 1: TITLE AND PURPOSE

Section 1.01 Title
This Ordinance shall be known and may be cited and referred to as the Zoning Ordinance of the City of Bellevue, Nebraska, herein referred to as "this ordinance", and shall repeal and replace existing Ordinance No. 770 for the City of Bellevue and all amendments thereto.

Section 1.02 Purpose and Intent
This ordinance has been written in accordance with a comprehensive plan and to promote the health, safety, and general welfare of the community and to

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

Section 1.03 Interpretation
In their interpretation and application, the provisions of this Ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

Section 1.04 Relationship to City Code
The use of buildings and land within the City of Bellevue shall be subject to all applicable provisions of the City Code and other ordinances, as well as this Ordinance, whether or not those other provisions of the City Code are specifically cross-referenced in this Ordinance. Cross-reference to other provisions of the City Code found in this Ordinance are provided for the convenience of the reader; lack of a cross-reference should not be construed as an indication that other provisions of the City Code do not apply.

Section 1.05 Relationship to Comprehensive Plan
It is the intention of this Ordinance to implement the goals, principles, and objectives reflected in the Comprehensive Plan as adopted by the City. While the City reaffirms its commitment that the provisions of this Ordinance and any amendment made to this Ordinance shall conform to adopted planning policies, the City acknowledges its intent that neither this Ordinance nor any amendment of this Ordinance may be challenged merely on the basis of an alleged nonconformity with the Comprehensive Plan.

Section 1.06 Applicability of Prior Regulations
1. All violations of prior zoning or other regulations of the City, existing on the effective date of this Ordinance, shall continue to be violations and shall not be considered to be legal non-conforming situations under this Ordinance. The City shall have the same authority to secure civil remedies for violations of those regulations to the same extent that it may secure civil remedies for violations of this Ordinance.
2. All permits, applications, certificates and other authorizations submitted or approved prior to the effective date of this Code shall be governed by the regulations in effect at the time of the submission or approval.

ARTICLE 2: DEFINITIONS

Section 2.01 Rules
For the purpose of this ordinance the following rules shall apply:

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

Section 2.02 Abbreviation and Acronyms
For purposes of this Ordinance the following shall be standard abbreviations and acronyms found through the regulation.

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

Section 2.03 Definitions.
For the purpose of this Ordinance, certain words and terms are hereby defined as follows:

Section 2.04 A

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

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

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

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

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



Example of an Accessory Use

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

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

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

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

ADULT ENTERTAINMENT ESTABLISHMENT (See "Sexually Oriented Businesses")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ANIMAL UNIT shall mean a unit of measurement to compare various domestic animal types based upon equivalent waste generation. One animal unit equals the following:
One A.U.= One Cow/Calf combination
One A.U.= One Slaughter, Feeder Cattle;
One A.U.= One Horse;
One A.U.= Seven Tenths Mature Dairy Cattle;
One A.U.= Two and One Half Swine (55 pounds or more);
One A.U.= Twenty Five Weaned Pigs (less than 55 pounds);
One A.U.= Two Sows with Litters;
One A.U.= 10 Sheep;
One A.U.= 100 Chickens;
One A.U.= 50 Turkeys;
One A.U.= Five Ducks.

ANIMALS, DOMESTIC (See "Household Pet")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



An Example of a stand-alone ATM

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

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

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

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

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

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

(Ord No. 3757, April 28, 2014)

Section 2.05 B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

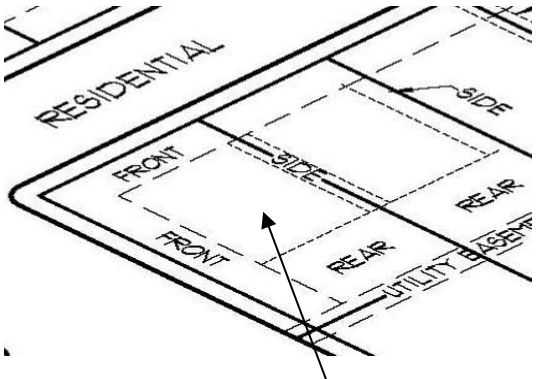
BREWERY, MICRO shall mean a facility for the production and packaging of malt beverages of low alcoholic content for distribution, retail or wholesale, on or off premises, with a capacity of not more than 10,000 barrels per year. The development may include other uses such as standard restaurant, bar,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

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

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

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

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



Example of Buildable Area

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

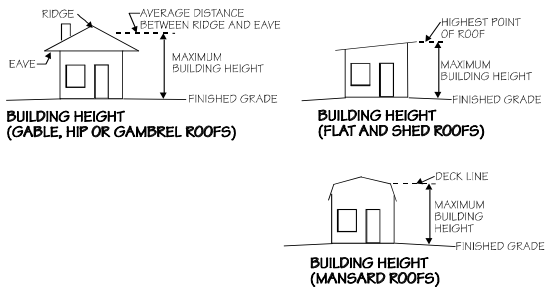
BUILDING, ACCESSORY shall mean any detached subordinate building which serves a function customarily incidental to that of the main building or main use of the premises. Customary accessory building includes farm buildings, garages, carports, and small storage sheds; but not

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

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

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

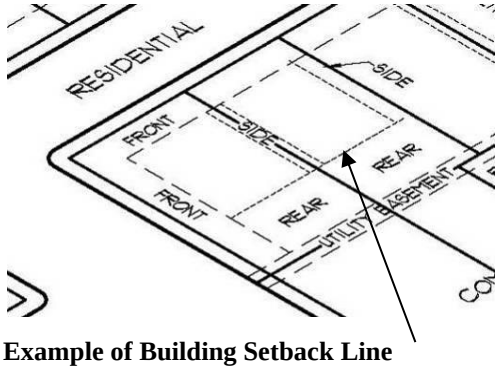
BUILDING HEIGHT shall mean the vertical distance measured from the average grade at the front face of the building to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof, except for accessory structures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



Example of Building Height Measurements

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

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



Example of Building Setback Line

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

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

Section 2.06 C

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY shall mean the City of Bellevue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Convenience Store

CONTIGUOUS shall mean the same as "Abut".

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

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

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

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

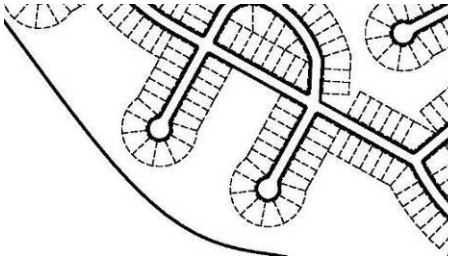
COURT shall mean an open, unoccupied space, other than a yard, on the same lot with a building or buildings and abounded on two or more sides by such buildings.

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

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

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

CURVED LOT (See "Lot, Curved")



Cul-de-sac

Section 2.07 D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Multi-Family Dwelling

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

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

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

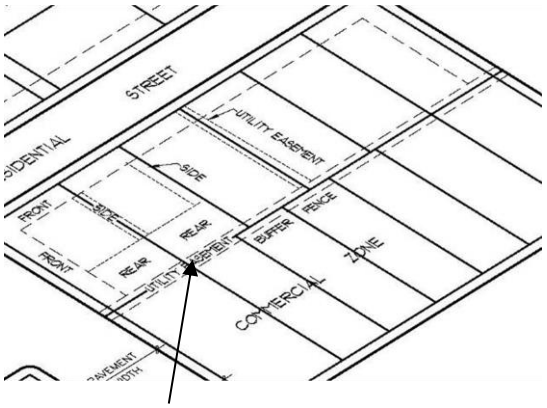
DWELLING, SINGLE-FAMILY (ATTACHED) shall mean a one-family dwelling unit that is attached to one additional single-family dwelling. Said dwelling units are separated by an unpierced common wall through the center of the structure that also sits along the property line separating ownership of the structure.

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

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

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

Section 2.08 E



Example of an Easement

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

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

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

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

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

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

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

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

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

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

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

Section 2.09 F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FLOOD (See Section 5.30 of this Ordinance)

FLOOD PLAIN (See Section 5.30 of this Ordinance)

FLOODWAY (See Section 5.30 of this Ordinance)

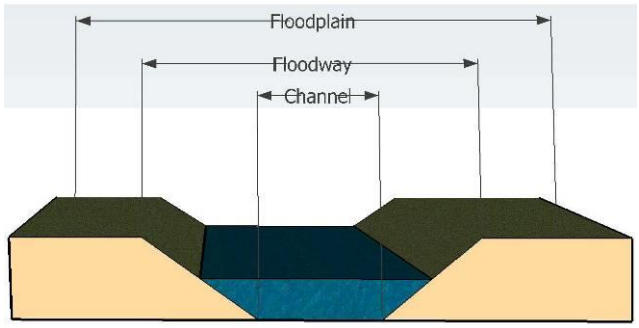


Diagram of Floodplain and Floodway

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

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

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

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

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



Freestanding Canopy

Section 2.10 G

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.11 H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.12 I

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

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

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

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

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

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

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

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

Section 2.13 J

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

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

Section 2.14 K

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

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

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

Section 2.15 L

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

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

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

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

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

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

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

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

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

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

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

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

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

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

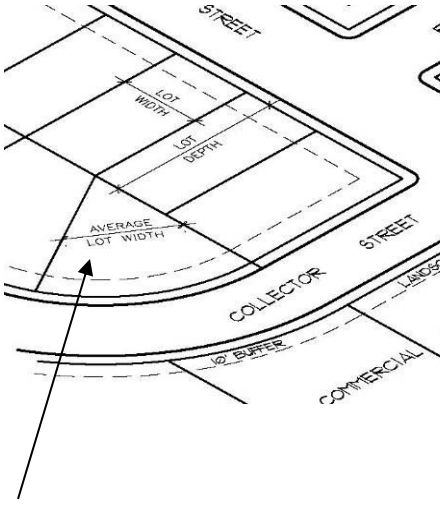
LOT shall mean a parcel or tract of land which is or may be occupied by a use herein permitted, together with yards, and other open spaces herein required, that has frontage upon a street, and is a part of a recorded subdivision plat or has been recorded prior to the adoption of the ordinance, or a parcel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

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

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

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

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



Example of Curved Lot

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

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

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

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

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

LOT LINE shall mean the property line bounding a lot.

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

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

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

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

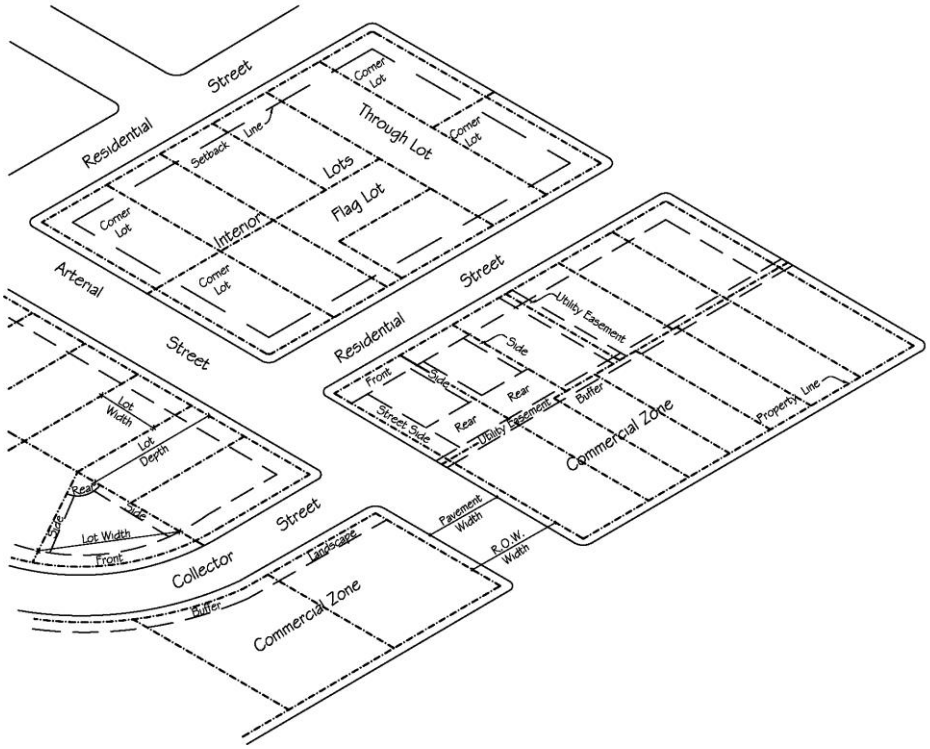
LOT, NON-CONFORMING shall mean a lot having less area or dimension than that required in the district in which it is located and which was lawfully created prior to the zoning thereof whereby the larger area or dimension requirements were established, or any lot, other than one shown on a plat recorded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

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

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

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

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



Lot Types

setback line.

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

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

Section 2.16 M

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

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

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

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

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

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

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

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

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

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

MEETING HALL shall mean a building designed for public assembly.

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

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

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

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

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

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

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

Section 2.17 N

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

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

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

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

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

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

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

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

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

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

NURSERY SCHOOL (See "Preschool")

Section 2.18 O

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

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

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

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

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

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

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

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

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

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

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

Section 2.19 P

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

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

PAR-3 GOLF COURSE shall mean a golf course other than a miniature golf course and other than a golf course defined herein and having greens similar to a golf course and fairways of not less than 50 yards in length. A par-3 golf course may not be lighted unless so specified as permitted in the text of this ordinance.
PARCEL shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.

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

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

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

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

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

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

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

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

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

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

PET HEALTH SERVICE (See "Animal Hospital")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.20 Q

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

Section 2.21 R

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

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

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

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

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

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

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

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

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



Restaurant, Drive-In

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

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

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



Restaurant, Fast Food

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

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

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

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

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

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

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

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

ROAD shall mean the same as "Street".

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

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

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

Section 2.22 S

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

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

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

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

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

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

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

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

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

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

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

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

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

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

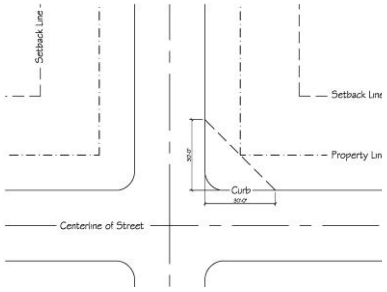
SHOPPING CENTER shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

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

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

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

Example shows 30' Triangle



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

SIGN (See Article 7 of this Ordinance)

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

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

SITE PLAN (See "Development Concept Plan")

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE shall mean the State of Nebraska.

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

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

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

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

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

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



An Example of a Stormwater Management project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.23 T

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

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

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

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

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

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

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

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

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

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

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

Section 2.24 U

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

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

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

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

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

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

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

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

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

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

UTILITY EASEMENT shall mean the same as "Easement".

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

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

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

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

Section 2.25 V

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

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

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

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

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

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

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

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

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

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

Section 2.26 W

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

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

WASTEWATER LAGOON (See "Lagoon")

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

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

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

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

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

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

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

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

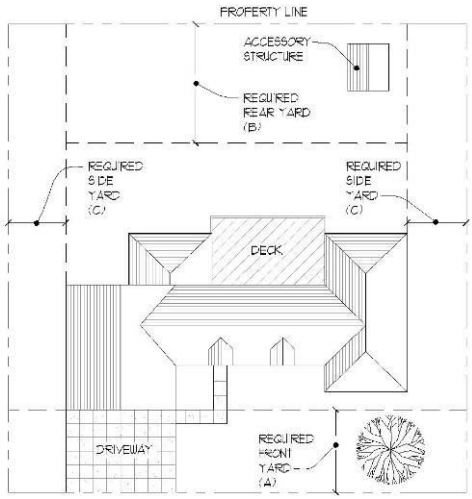
Section 2.27 X

Section 2.28 Y

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

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

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



Example of Different Yard Requirements

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

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

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

Section 2.29 Z

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

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

ZONING DISTRICT shall mean the same as "District."

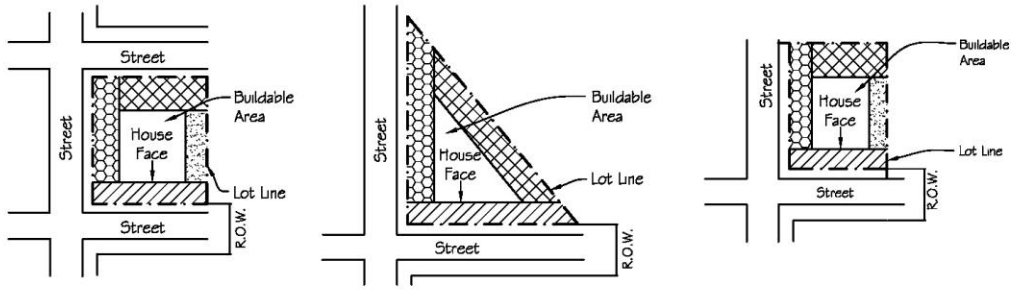
ZONING DISTRICT, CHANGE OF shall mean the legislative act of removing one or more parcels of land from one zoning district and placing them in another zoning district on the zone map of the City.

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

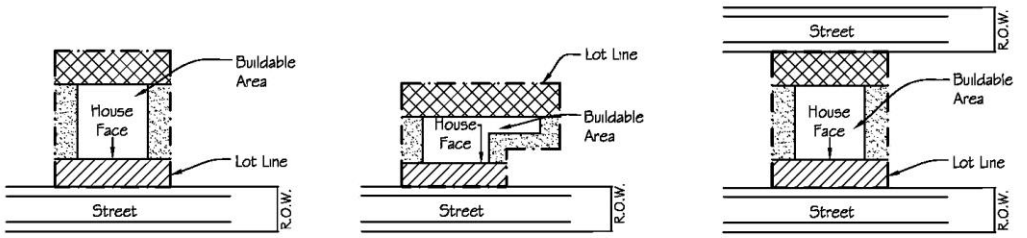
ZOO ANIMALS shall mean those animals that are kept in either a zoo or private zoo which are not native to Nebraska or the Great Plains region.

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

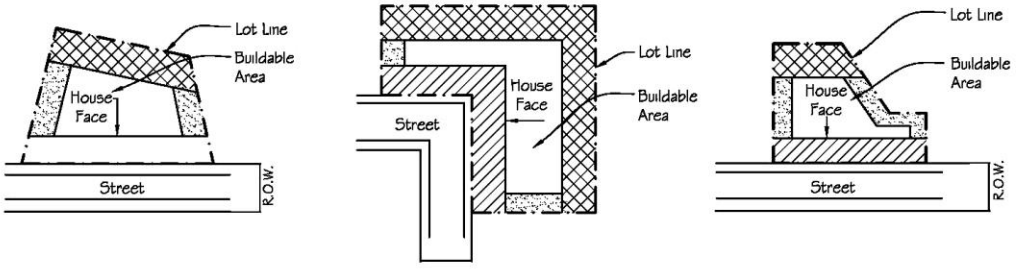
Corner Lot Scenarios



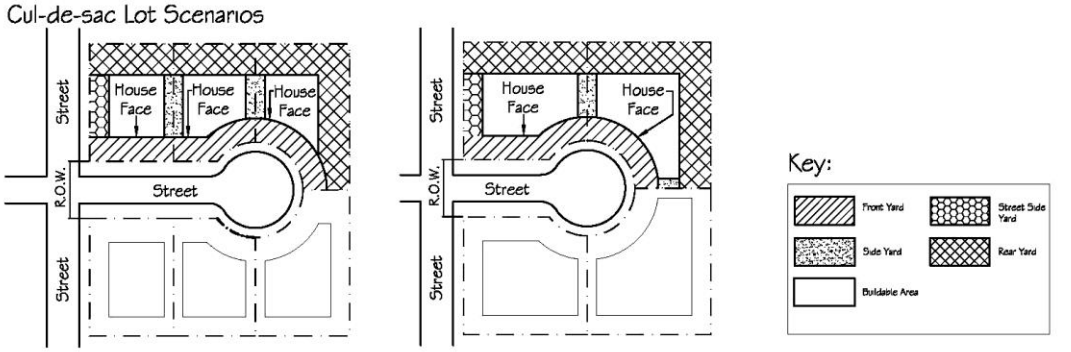
Interior Lot Scenarios



Odd-Shaped Lot Scenarios



Cul-de-sac Lot Scenarios



ARTICLE 3: DISTRICTS AND OFFICIAL MAP

Section 3.01 Districts

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

Section 3.02 Provision for Official Zoning Map

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

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

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

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

ARTICLE 4: GENERAL PROVISIONS

Section 4.01 Planning Commission Recommendations
Pursuant to Section §19-901 et. seq., Nebraska Reissue Revised Statutes, 1943, it shall be the purpose of the Planning Commission to recommend the boundaries of the various original districts and appropriate regulations to be enforced therein.

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

Section 4.02 District Regulations, Restrictions, Boundary Creation
No such regulation, restriction, or boundary shall become effective until after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearings shall be given by publication thereof in a paper of general circulation in the City at least one time 10 days prior to such hearing.

Section 4.03 Jurisdiction
The provisions of this Ordinance shall apply within the corporate limits of the City of Bellevue, Nebraska, and within the territory beyond said corporate limits as prescribed under Nebraska Revised Statutes, as established on the map entitled "The Official Zoning Map of the City of Bellevue, Nebraska", and as may be amended by subsequent annexation.

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

Section 4.04 Provisions of Ordinance Declared to be Minimum Requirements
In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements, adopted for the promotion of the public health, safety, morals, or general welfare. Whenever the provisions of this Ordinance require a lower height of building or lesser size of yards, courts or other spaces, or require a lower height of building or lesser number of stories or require a greater percentage of lot to be left unoccupied or impose other higher standards than are required in any other ordinance, the provisions of this Ordinance shall govern. Wherever the provisions of any other ordinance requires a greater width or size of yards, courts, or other open spaces, or requires a lower height of building or a lesser number of stories or require a greater percentage of lot to be left unoccupied or impose other higher standards than are required by the provisions of this Ordinance, the provisions of such ordinance shall govern.

Section 4.05 Zoning Affects Every Building and Use
No building or land shall hereafter be reused and no building or part thereof shall be erected, moved or altered unless for a use expressly permitted by and in conformity with the regulations herein specified for the district in which it is located, except that any structure damaged or destroyed may be restored if such structure does not involve a non-conforming use.

Section 4.06 Lot
4.06.01 Every building hereafter erected, reconstructed, converted, moved or structurally altered shall be located on a lot or lot of record and in no case shall there be more than one principal building on a lot unless otherwise provided.
4.06.02 More than one principal building of a single permitted use, may be located upon a lot or tract in the following instances if approved by the City Council.
1. Institutional buildings
2. Public or semi-public buildings
3. Multiple-family dwellings
4. Commercial or industrial buildings
5. Home for the aged
6. Agricultural buildings

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

Section 4.07 Through Lots

4.07.01 Through Lots shall follow the following criteria:

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

Section 4.08 Reductions in Lot Area Prohibited

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

Section 4.09 Obstructions to Vision at Street Intersections Prohibited

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

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

Section 4.10 Yard Requirements

4.10.01 Yard requirements shall be set forth under the Schedule of Lot, Yard, and Bulk Requirements for each zoning district. Front, street side, side and rear yards shall be provided in accordance with the regulations hereinafter indicated and shall be unobstructed from the ground level to the sky, except as herein permitted.

4.10.02 All accessory buildings that are attached to principal buildings (e.g., attached garages) shall comply with the yard requirements of the principal building, unless otherwise specified.

4.10.03 No open space surrounding any building shall be encroached upon or reduced in any manner, except in conformity with the yard, lot area, and building location regulations herein designated for the zone in which such building or open space is located. No yard, off-street parking space, off-street loading space, or other open space surrounding any building for the purpose of complying with the provisions of this ordinance except as otherwise specified herein, shall be considered as providing a yard or open space for any other building, and no yard or other open space on one platted lot shall be considered as the required open space on another platted lot unless the other platted lot is in the same ownership and is declared as a single zoning lot in the application for a building permit for an existing building. The required yard or open space for any

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

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

Section 4.11 Exceptions and Encroachments in Required Yards

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

4.11.01 *All Yards:* Steps and accessibility ramps used for wheelchair and other assisting devices which are four feet or less above grade which are necessary for access to a permitted building or for access to a lot from a street or alley; recreational and laundry-drying equipment; approved freestanding signs; arbors and trellises; flag poles; window unit air conditioners projecting not more than 18 inches into the required yard; and fences or walls subject to applicable height restrictions, cantilevers and/or fireplaces not more than 24 inches into the required yard, are permitted in all yards.

4.11.02 *Front Yards:*

1. Bay windows projecting three feet or less into the yard are permitted.
2. Where 40 percent or more of the lots on one side of a street between two intersection streets is developed with buildings that have observed a variation of 5 feet or less, a front yard greater in depth than herein required, new buildings shall not be erected closer to the street than the front yard so established by the existing buildings except that no building shall be required to provide a front yard greater than 40 feet.

3. Where 40 percent or more of the frontage on one side of the ~~a~~ street between two intersecting streets are developed with buildings that have a front yard of less depth than herein required then:
   A. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum front yard shall be a line drawn between the two closest front corners of the adjacent building on each side; or
   B. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on one side only, such building may be erected as close to the street as the existing adjacent building.

4.11.03 *Rear and Side Yards*: Open off-street parking spaces or outside elements of central air conditioning systems.

4.11.04 *Double Frontage Lots:* The required front yard shall be provided on each street, unless otherwise provided.

4.11.05 *Building Groupings*: For the purpose of the side yard regulation a group of business or industrial buildings separated by a common party wall shall be considered as one building occupying one lot.

4.11.06 *Eaves, Cornices, Sills and Other Architectural Features*: Cornices, eaves, canopies, belt courses, sills, ornamental features, and other similar architectural features may project not more than one foot into any required yard or into any required open space, provided that such required yard or open space meets the current minimum yard standards, except that eaves may encroach 3 feet into a yard space when such yard space is 10 feet or more in width.

4.11.07 *Chimneys*: Chimneys when not more than 4 feet wide may extend one foot into any required yard space. Chimneys including those in excess of four feet wide may extend 2 feet into any yard space when such yard is 10 feet in more in width.

4.11.08 *Porches, Decks, and Terraces:* Open, uncovered porches, decks, or terraces no higher than the first floor above grade on the side of the building to which they are appurtenant and in no event higher than 30 inches above grade of the lot on the side of the building where such porch, deck, or terrace is located, may extend three (3) feet into any required side yard or 10 feet into any required front yard or any desired distance into any required rear yard. An open, uncovered porch, deck or terrace not exceeding the height limitations of the zoning district may extend up to 10 feet into any required rear yard. No railing or other barrier higher than 36 inches shall be placed around such porch, deck or terrace and no such barrier which interferes appreciably with the passage of light or air shall be within five (5) feet of any property line, except as otherwise provided in this ordinance. Any such porch, deck or terrace when located on a lot at the intersection of two streets or a street and an alley shall comply with the provisions designed to ensure proper sight distances as set forth in this ordinance for fences and hedges. Any side yard on a corner lot when such side yard is 20 feet or more in width may be considered as a front yard for the purposes of determining permitted encroachments. On any lot with a rear yard setback of 35 feet or greater, covered porches, decks, patios, or terraces attached to the rear of a single-family dwelling and no higher than thirty (30) inches above grade, may extend up to ten (10) feet into the rear yard setback. A covered porch, deck, patio, or terrace shall not be enclosed by walls, windows, screens or other material in such a manner that this material extends more than 36 inches above the floor of the porch, deck, patio or terrace.

4.11.09 *Petition:* Upon petition of the majority of the property owners of the lots between two intersecting streets, the City Council, after receiving a recommendation from the Planning Commission, may establish a front yard line closer than the minimum front yard required provided the owners can present evidence the lots were originally platted under a previous zoning regulation allowing a front yard space less than what is required. The front yard line established shall not be less than the minimum front yard required under the previous zoning regulation.

4.11.10 *Existing Platting:* A single family dwelling may be built on any platted lot of record containing 75 percent of the required lot area for the district in which the lot is located if said lot was in separate ownership and

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

4.11.11 *Steep Slopes:* Automobile storage garages may be allowed within a required front or side yard when such garage will be entirely below the grade of the lot, and after a finding by the Board of Adjustment that topographic conditions make such a location necessary that such orientation will not create a hazard to automobile or pedestrian traffic in the street, and that such orientation will be in harmony with the character of development of the neighborhood.

(Ord. No. 3858, October 10, 2016)

Section 4.12 Exceptions and Permitted Modifications of Height Regulations

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

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

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

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

Section 4.13 Accessory Building and Uses

4.13.01 No accessory building shall be constructed upon a lot prior to beginning construction of the principal building, except in the AG District.

4.13.02 No detached accessory building or structure shall exceed the maximum permitted height of the district.

4.13.03 No accessory building shall be erected in or encroach upon the required front yard or street side yard on a corner lot.

4.13.04 Detached accessory buildings or structures which require a permit as provided in the Uniform Administrative Code shall be located no closer than 6 feet to any other accessory or principal building or structure.

4.13.05 All accessory buildings, regardless of zoning district, shall be subordinate to the principal building with regard to size and building footprint except in the AG Agriculture District.

4.13.06 All accessory buildings shall be to the rear of the principal structure unless otherwise specified.

4.13.07 The side or rear yard setback for an accessory structure having vehicular access through said yard to an alley, public street, private road, or ingress/egress easement shall be a minimum of 15 feet.

4.13.08 Service station pumps and pump island may occupy the required yards, provided, however, that they are not less than 15 feet from street lines.

4.13.09 *Accessory Buildings in Residential Districts*

Accessory buildings shall be permitted in all residential zoning districts in accordance with the following guidelines:

1. All accessory buildings shall be set back a minimum of five (5) feet from side and rear lot lines, and accessory buildings shall not be allowed within an existing easement.
2. The maximum height of an accessory building, as measured from grade level at the front of the building to the highest ridgeline of the accessory building, shall be fifteen (15) feet, provided one (1) additional foot of height shall be permitted for every two (2) feet of additional setback from the minimum setback from the nearest boundary line, but in no event shall an accessory building be taller than the highest

ridgeline of the principal building on the lot, as measured in feet from grade level at the front of the principal building to the highest ridgeline of the principal building.

3. Accessory buildings shall be permitted in the side yard provided they meet the minimum setback of the zoning district and are constructed with frost-free footings.
4. Unless otherwise provided, on lots one acre in size or smaller, the footprint of accessory buildings may be no larger than the greater of seven hundred fifty (750) square feet or fifty (50) percent of the building footprint of the principal structure on the lot, but in no event greater than one thousand two hundred (1,200) square feet. The area of eaves or overhangs greater than two (2) feet in depth shall be included in the building footprint area.
5. Unless otherwise provided, on lots greater than one acre in size, the footprint of accessory buildings may be no larger than one thousand two hundred (1,200) square feet. The area of eaves or overhangs greater than two (2) feet in depth shall be included in the building footprint area.
6. The total square footage of the principal building and any accessory buildings on a lot shall not exceed the maximum ground coverage permitted in the zoning district.

4.13.10 *Accessory Buildings in Commercial Districts*

Accessory buildings in commercial zoning districts shall be permitted in accordance with the following guidelines:

1. The accessory building may occupy any part of the zoning lot which the principal structure is permitted to occupy.
2. Accessory buildings may be no larger than the footprint of the principal structure and may not exceed the height of the principal building.
3. Ground coverage limitations of the zoning district shall not be exceeded.

(Ord. No. 3853, July 11, 2016)

Section 4.14 Drainage

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

Section 4.15 Occupancy of Basements and Cellars

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

Section 4.16 Non-Conforming, General Intent

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

Section 4.17 Non-conforming Lots of Record

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

Section 4.18 Non-conforming Structures

4.18.01 ***Authority to continue:*** Any structure which is devoted to a use which is permitted in the zoning district in which it is located, but which is located on a lot which does not comply with the applicable lot size requirements and/or the applicable bulk regulations, may be continued, so long as it remains otherwise lawful, subject to the restrictions of this section.

4.18.02 ***Enlargement, Repair, Alterations:*** Any such structure described in Section 4.18.01 may be enlarged, maintained, repaired or remodeled, provided, however, that no such enlargement, maintenance, repair or remodeling shall either create any additional nonconformity or increase the degree of existing nonconformity

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

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

4.18.04 ***Moving:*** No structure shall be moved in whole or in part for any distance whatever, to any other location on the same or any other lot unless the entire structure shall thereafter conform to the regulations of the zoning district in which it is located after being moved.

Section 4.19 Non-conforming Uses

4.19.01 ***Non-conforming Uses of Land:*** Where at the effective date of adoption or amendment of this ordinance, lawful use of land exists that is made no longer permissible under the terms of this ordinance as enacted or amended, such use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No such non-conforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment or this ordinance;
2. No such non-conforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this ordinance;
3. If any such non-conforming use of land ceases for any reason for a period of more than 12 consecutive months, any subsequent use of such land shall conform to the regulations specified by this ordinance for the district in which such land is located.

4.19.02 ***Non-conforming Uses of Structures:*** If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this ordinance, that would not be allowed in the district under the terms of this ordinance, the lawful use may be continued so long as it remains otherwise lawful subject to the following provisions:

1. No existing structure devoted to a use not permitted by this ordinance in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to use permitted in the district in which it is located;
2. Any non-conforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this ordinance but no such use shall be extended to occupy any land outside such building;
3. If no structural alterations are made, any non-conforming use of a structure or structures and premises may be changed to another non-conforming use provided that the Planning Commission and City Council, after each has completed a Public Hearing as per State Statute, either by general rule or by making findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming use. In permitting such change, the Planning Commission and/or City Council may require appropriate conditions and safeguard in accord with the provisions of this ordinance;
4. Any structure, or structure and land in combination, in any or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure is located and the non-conforming use may not thereafter be resumed;
5. When a non-conforming use of a structure or structure and premises in combination is discontinued or abandoned for 12 consecutive months, the structure or structure and premises in combination shall not thereafter be used except in conformance with the regulations of the district in which it is located;
6. Where non-conforming use status is applied to a structure and premises in combination, removal or destruction of the structure shall eliminate the non-conforming status of the land.

Section 4.20 Repairs and Maintenance

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

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

Section 4.21 Amortization and Discontinuance of Certain Uses

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

4.21.01 Fences, walls and foliage which constitute a hazard by virtue of impairing sight distances at a curve or intersection shall be made conforming within one calendar year.

4.21.02 All provisions in business and industrial zones of this ordinance setting forth specifications for the operation of a business or industry involving fencing or shielding shall be complied with within one calendar year.

4.21.03 Non-conforming open storage operations, such as truck parking, automobile wrecking, salvage material storage and similar uses not involving fencing or shielding shall be complied with within one calendar year.

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

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

Section 4.23 Fees

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

Section 4.24 Prohibited Uses

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

ARTICLE 5: ZONING DISTRICTS

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

Section 5.01 Districts; Use

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

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

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

Section 5.02 Districts; Boundaries

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

Section 5.03 Rules for Interpretation of District Boundaries

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

5.03.01 Boundaries indicated as approximately following the center lines of streets, highways, or alleys shall be construed to follow such center lines;

5.03.02 Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;

5.03.03 Boundaries indicated as approximately following City limits shall be construed as following such City limits;

5.03.04 Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;

5.03.05 Boundaries indicated as following shorelines shall be construed to follow such shorelines, and in the event of change in the shoreline shall be construed as moving with the actual shoreline; boundaries indicated as approximately following the center lines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such center lines;

5.03.06 Boundaries indicated as parallel to or extensions of features indicated in subsections 5.03.01 – 5.03.05 above shall be so construed. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map;

5.03.07 Where physical or cultural features existing on the ground are at variance with those shown on the Official Zoning Map, or in other circumstances not covered by subsections 5.03.01 – 5.03.06 above, the Board of Adjustment shall interpret the district boundaries;

5.03.08 Where a district boundary line divides a lot which was in single ownership at the time of passage of this Ordinance, The Board of Adjustment may permit the extension of the regulations for either portion of the lot not to exceed 50 feet beyond the district line into the remaining portion of the lot.

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

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

5.04.01 All uses not specifically listed are hereby prohibited

Section 5.05 AG Agricultural District

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

5.05.02 Permitted Uses:

The following principal uses are permitted in the AG District.

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

5.05.03 Conditional Uses:

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

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

5.05.04 Permitted Accessory Uses:

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

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

5.05.05 Height and Lot Requirements:

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

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

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

5.05.06 Miscellaneous Provisions:

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

Section 5.06 RA Residential Agriculture District

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

5.06.02 Permitted Uses:

The following principal uses are permitted in the RA District.

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

5.06.03 Conditional Uses:

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

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

5.06.04 Permitted Accessory Uses:

1. Accessory structures no larger than three thousand (3,000) square feet provided they meet the following requirements:

   A. The accessory structure shall comply with the applicable space limitations, including maximum building height, for the principal structure on the lot.
   B. The accessory structure shall be adequately screened, in accordance with the provisions of Article 9, from abutting residential properties.
   C. Use of the accessory structure shall be limited to the residents of the lot upon which the structure is located.
   D. The accessory structure shall not be used for a home-based business or any other commercial use.

The Planning ~~Director~~ Manager shall determine that the purpose, design, and construction of the accessory structure shall be compatible or otherwise in keeping with the surrounding neighborhood.

2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds, barns, stables, and garages, provided size of the accessory structure is in conformance with these regulations.
4. Family Child Care Home I.
5. Guest houses not rented or otherwise conducted as a business.
6. Home based businesses, as per Section 8.04.
7. Incidental public safety uses such as emergency sirens.
8. Living quarters for not more than two persons regularly employed on the premises.
9. Offices incidental to and necessary for conducting a permitted use.
10. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:

A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.

B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.

C. Portable outdoor storage containers shall be placed on an approved hard surface.

D. No more than one portable outdoor storage container may be located on a lot at any one time.

11. Private stables, corrals and paddocks when located no closer than 20 feet from any property line, no closer than 50 feet from a street line and no closer than 40 feet from any dwelling on the same or adjoining property. No horse or other equine shall be kept on a lot of less than one acre and two horses, or other equines, may be kept on an acre, but for each additional horse or other equine above two kept there shall be an additional 20,000 square feet in lot area.
12. Raising and care of animals for 4-H, Future Farmers of America (FFA), recreational uses, or other rural/school organizations.
13. Raising of hens, as per Section ~~8.12~~ 8.13.
14. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
15. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
16. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
17. The keeping of dogs, cats, and other household pets.

5.06.05 Height and Lot Requirements:

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

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

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

5.06.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 0.1.
2. The Maximum ground coverage including accessory buildings is 15 percent
3. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
4. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
5. All signage shall be in conformance with Article 7.

(Ord. No. 3761, April 14, 2014)

Section 5.07 RE Residential Estates

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

5.07.02 Permitted Uses:

The following principal uses are permitted in the RE District.

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

5.07.03 Conditional Uses:

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

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

5.07.04 Permitted Accessory Uses:

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

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

B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
C. Portable outdoor storage containers shall be placed on an approved hard surface.
D. No more than one portable outdoor storage container may be located on a lot at any one time.

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

5.07.05 Height and Lot Requirements:

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

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

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

5.07.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 0.1.
2. The Maximum ground coverage including accessory buildings is 20 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
5. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
6. All signage shall be in conformance with Article 7.

(Ord. No. 3761, April 14, 2014)

Section 5.08 RS-120 Single-Family Residential

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

5.08.02 Permitted Uses:

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

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

5.08.03 Conditional Uses:

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

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

5.08.04 Permitted Accessory Uses:

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

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

11. Raising of hens, as per Section 8.13

~~11.~~12. Residential and small wind energy systems, subject to Section ~~8.09~~ **8.10**.

~~12~~.13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.

~~13.~~14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. ***(Ord. No. 3902, April 9, 2018)***

5.08.05 Height and Lot Requirements:

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

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

1 For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.

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

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

5.08.06 Miscellaneous Provisions:

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

Section 5.09 RS-84 Single-Family Residential

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

5.09.02 Permitted Uses:

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

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

5.09.03 Conditional Uses:

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

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

5.09.04 Permitted Accessory Uses:

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

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

~~10~~11. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

~~11~~12. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.

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

5.09.05 Height and Lot Requirements:

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

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

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

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

5.09.06 Miscellaneous Provisions:

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

Section 5.10 RS-72 Single-Family Residential

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

5.10.02 Permitted Uses:

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

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

5.10.03 Conditional Uses:

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

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

5.10.04 Permitted Accessory Uses:

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

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

~~10~~ 11. Residential and small wind energy systems, subject to Section 8.09.

~~11~~ 12. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.

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

5.10.05 Height and Lot Requirements:

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

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

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

(Ord No. 3824, Nov 9, 2015)

5.10.06 Miscellaneous Provisions:

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

Section 5.11 RD-60 Duplex Residential

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

5.11.02 Permitted Uses:

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

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

5.11.03 Conditional Uses:

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

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

5.11.04 Permitted Accessory Uses:

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

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

B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
C. Portable outdoor storage containers shall be placed on an approved hard surface.
D. No more than one portable outdoor storage container may be located on a lot at any one time.

13. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
14. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
15. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. ***(Ord. No. 3902, April 9, 2018)***

5.11.05 Height and Lot Requirements:

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

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

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

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

5.11.06 Miscellaneous Provisions:

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

Section 5.12 RG-50 General Residential

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

5.12.02 Permitted Uses:

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

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

5.12.03 Conditional Uses:

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

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

5.12.04 Permitted Accessory Uses:

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

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

B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
C. Portable outdoor storage containers shall be placed on an approved hard surface.
D. No more than one portable outdoor storage container may be located on a lot at any one time.

13. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
14. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
15. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. ***(Ord. No. 3902, April 9, 2018)***

5.12.05 Height and Lot Requirements:

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

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Single-family Dwelling	5,000	50	35	15	5	25	35
Single-family attached	5,000 per unit	45 per unit	35	15	10[1]	25	35
Two-family Dwelling	10,000	75	35	15	5	25	35
Res. Buildings not more than four dwelling units	5,000 per unit	75	35	15	10	25	35
Other Permitted Uses	5,000	50	35	15	5	25	35
Conditional Uses	5,000	50	35	15	5	25	35
Accessory Buildings	-	-	35	15	5	5	15[2]

[1] The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

[2] For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.

5.12.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 0.5.
2. The Maximum ground coverage including accessory buildings is 50 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
7. All signage shall be in conformance with Article 7.

(Ord. No. 3776, August 11, 2014)

Section 5.13 RG-28 General Residential

5.13.01 Intent: This district is intended to permit low rise, medium density development that will be compatible when located near and among lower density types of housing, including single-family and two-family on small lots.

5.13.02 Permitted Uses:

The following principal uses are permitted in the RG-28 District.

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

5.13.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RG-28 District as recommended by the Planning Commission and approved by the City Council.

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

5.13.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RG-28 District:

1. Adult Care Center.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. ***(Ord. No. 3902, April 9, 2018)***

5.13.05 Height and Lot Requirements:

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

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Single-family Dwelling	5,000	50	35	15	5	20	35
Single-family attached	5,000 per unit	50 per unit	35	15	5[1]	20	35
Two-family Dwelling	10,000	50	35	15	5	20	35
Multi-family Dwelling[2]	2,800 per unit	50	35	15	5	20	35
Other Permitted Uses	5,000	50	35	15	5	20	35
Conditional Uses	5,000	50	35	15	5	20	35
Accessory Buildings	-	-	35	15	5	5	15[3]

[1] The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

[2] The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 5,000 s.f. per unit; after which the minimum lot area may be 2,800 s.f. per unit.

[3] For each additional two feet of setback, height may be increased one foot but in no event shall the accessory structure be taller than the principal structure.

5.13.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 1.0.
2. The Maximum ground coverage including accessory buildings is 60 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as ~~other wise~~ otherwise provided herein.
5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
7. All signage shall be in conformance with Article 7.

Section 5.14 RG-20 General Residential

5.14.01 Intent: This district is intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.

5.14.02 Permitted Uses:

The following principal uses are permitted in the RG-20 District.

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

5.14.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RG-20 District as recommended by the Planning Commission and approved by the City Council.

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

5.14.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RG-20 District:

1. Adult Care Center.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. ***(Ord. No. 3902, April 9, 2018)***

5.14.05 Height and Lot Requirements:

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

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Single-family Dwelling	5,000	40	35	10	5	10	75
Single-family attached	5,000 per unit	40 per unit	35	10	5[1]	10	75
Two-family Dwelling	10,000	40	35	10	5	10	75
Multi-family Dwelling[2]	2,000 per unit	40	35	10	5	10	75
Other Permitted Uses	5,000	40	35	10	5	10	75
Conditional Uses	5,000	40	35	10	5	10	75
Accessory Buildings	-	-	35	10	5	5	75

[1] The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

[2] The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 5,000 s.f. per unit; after which the minimum lot area may be 2,000 s.f. per unit.

5.14.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 3.0.
2. The Maximum ground coverage including accessory buildings is 80 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
7. All signage shall be in conformance with Article 7.

Section 5.15 RG-8 General Residential

5.15.01 Intent: This district is intended to permit very high-density development, multi-story apartment development and other uses that are typical and compatible in the operation of apartment houses.

5.15.02 Permitted Uses:

The following principal uses are permitted in the RG-8 District.

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

5.15.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the RG-8 District as recommended by the Planning Commission and approved by the City Council.

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

5.15.04 Permitted Accessory Uses:

The following accessory uses are permitted in the RG-8 District:

1. Adult Care Center.
2. ~~Amateur radio towers and associated facilities~~ **Wireless Communication Towers and Antennas**, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises, but not including labor camps or dwellings for transient labor.
11. Offices incidental to and necessary for conducting a permitted use.

12. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code. ***(Ord. No. 3902, April 9, 2018)***

5.15.05 Height and Lot Requirements:

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

Uses	Lot Area (sq. ft.)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Single-family Dwelling	5,000	40	25	5	3	10	None
Single-family attached	5,000 per unit	40 per unit	25	5	3[1]	10	None
Two-family Dwelling	10,000	40	25	5	3	10	None
Multi-family Dwelling[2]	800 per unit	40	25	5	3	10	None
Other Permitted Uses	5,000	40	25	5	3	10	None
Conditional Uses	5,000	40	25	5	3	10	None
Accessory Buildings	-	-	25	5	3	5	None

[1] The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

[2] The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 2,500 s.f. per unit; after which the minimum lot area may be 800 s.f. per unit.

5.15.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 8.0.
2. The Maximum ground coverage including accessory buildings is 90 percent.
3. Off-street parking space shall be provided for all uses established in this zone.
4. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.
5. Any development within this zoning district utilizing off-street parking shall be landscaped and screened in accordance with this ordinance.
6. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
7. All signage shall be in conformance with Article 7.

Section 5.16 M Modified Residential District

5.16.01 *Intent.* An appending or combining district designed for mobile home parks. This zoning district is created to be appended to another primary residential district to provide for the inclusion of mobile home parks as an additional use at locations which are suitable for mobile dwellings, and to provide for the placement of more than one transportable structure on a zoned lot.

5.16.02 *Permitted Uses*

1. Any principal uses permitted in the Primary Zoning District to which M Modified Residential District classification is appended when established according to the regulations and provisions of the primary zoning district.
2. Mobile Home Parks authorized and licensed by the city for the parking and occupancy of mobile dwellings.

5.16.03 *Conditional Uses*

1. Any conditional use permitted in the Primary Zoning District to which M Modified Residential District classification is appended when established according to the regulations and provisions of the Primary Zoning District.
2. Satellite dish antennas that conform to the supplementary regulations of this Ordinance.

5.16.04 *Accessory Uses*

1. Any accessory use permitted in the Primary Zoning District to which M Modified Residential District classification is appended when established according to the regulations and provisions of the Primary Zoning District.
2. Accessory uses which are necessary or required by other ordinances of the city, such as storm shelters or service facilities for bathing, laundry, etc., as required by the State or County Health regulations.

5.16.05 *Building Height and Area Requirements for Permanent Structures*

1. The requirements of the Primary Zoning District shall be applicable. In the event the tract of land lies in more than one primary zoning district, the requirements of the more restrictive primary zoning district shall be applicable.

5.16.06 *Additional requirements*

1. Area and Setback Requirements.

Minimum Mobile Home Park Land Area	Five (5) acres
Minimum Mobile Home Park Width	300 feet
Minimum Front Buffer Area	50 feet (street line to individual interior lot line)
Minimum Side Buffer Area	25 feet (street property line to individual interior lot line)
Minimum Rear Buffer Area	25 feet (rear property line to individual interior lot line)

2. Individual Interior Lot (sublot) Requirements

Minimum Lot Area	Shall be consistent with underlying district
Minimum Front Yard	20 feet
Minimum Side Yard	5 feet
Minimum Rear Yard	5 feet

3. Mobile Homes Shall Maintain the Following Minimum Separations

End to End	10 feet
End to Side	10 feet
Side to Side	10 feet
Mobile Home to Community Building	30 feet
Mobile Home to Accessory Storage Building	6 feet
Mobile Home to Accessory Garage	10 feet

4. Mobile Home Minimum Size

Minimum Livable Floor Area	500 square feet

5.16.07 *Streets*

1. Public streets are subject to the requirements of the City of Bellevue subdivision regulations.
2. If private streets are utilized, the following shall apply:
   A. On streets where parallel parking is allowed on both sides of the street, the width of the street shall be a minimum of thirty-six (36) feet exclusive of curbs.
   B. On streets where parallel parking is allowed on one side of the street, the width of the street shall be a minimum of thirty (30) feet exclusive of curbs.
   C. On streets where parking is prohibited, the width of the street shall be a minimum of twenty-four (24) feet exclusive of curbs.
   D. On streets restricted to one-way traffic with parking on one side, the width of the street shall be a minimum of twenty-four (24) feet exclusive of curbs.
   E. Each individual interior lot shall have access to a paved drive of either concrete or asphaltic concrete with concrete curbs.
   F. Verification of rescue vehicle access to all individual interior lots will be required.
   G. All private streets shall have unobstructed access to a public street.
3. All streets and sidewalks within the mobile home park shall be adequately lighted.
4. All streets must be completely constructed prior to the placement of any mobile home on said street.

5.16.08 *Parking*

1. Off-street parking shall be provided for all uses established in this zoning district.
2. A minimum of two hard surfaced off-street parking stalls shall be provided for each individual interior lot

5.16.09 *Sidewalks*

1. Sidewalks shall be provided in locations where pedestrian traffic is concentrated and shall be installed along streets, to the entrance of the office, community building and other important facilities.
2. Minimum sidewalk width shall be four (4) feet.
3. Sidewalks shall be constructed of concrete.

5.16.10 *Storm Shelter/Community Building*

1. A community building shall be provided which shall include at a minimum a storm shelter for park residents. The community building may also provide recreational facilities, laundry facilities and other similar uses. The Storm Shelter shall:
   A. Provide equivalent space for a minimum of two and one half persons per mobile home unit.
   B. Be designed in conformance with "National Performance Criteria for Tornado Shelters" by the Federal Emergency Management Agency (FEMA) and any other referenced material by FEMA.
   C. Shelters shall be sited in order to provide maximum protection to park occupants and so that residents may reach a shelter within the maximum safe time frame as directed by FEMA.

5.16.11 *Mobile Home Installation*

1. Mobile Home Installation shall conform to the following:
   A. Stabilizing devices for mobile homes bearing HUD labels shall be installed in accordance with the manufacturer's installation instructions provided with the unit pursuant to §3280.306 of the federal regulations.
   B. When the information for stabilizing device materials is not provided in the manufacturer's installation instructions, the materials shall be as approved by the local enforcement agency.
   C. When a mobile home is located in an area subjected to frost heave, the footings and load-carrying portion of the ground anchors shall extend below the frost line or as per the requirements established by the local enforcement agency.
   D. Enforcement of installation procedures shall be in accordance with the Federal Regulations, codified at 24 C.F.R. Part 3282, Subpart G.

5.16.12 *Skirting*

1. Skirting shall be required for all mobile homes.
2. Skirting shall be in good repair, meet manufacturer standards, and be in conformance with the color scheme of the mobile home to which it is applied.
3. Skirting shall be able to withstand wind load requirements and shall not provide harborage for junk or rodents, nor create a fire hazard.
4. Skirting shall provide easy access to all utility connection points of the mobile home and its subsequent connection to the utility risers if they are located within the skirted area.

5.16.13 *Park/Open Space*

1. A minimum of 8% of the total Mobile Home Park area must be maintained as open space to be use(d) for recreation, playground, or park space.

5.16.14 *Buffer Space*

1. A solid or semi-solid fence or wall, minimum six (6) feet high, maximum eight (8) feet high, shall be provided between the mobile home park district and any adjoining property or property immediately across the alley which is zoned for residential purposes other than for mobile homes.
2. In lieu of a fence or wall, a landscape buffer may be provided not less than fifteen (15) feet in width and said landscape buffer shall be planted with coniferous and deciduous plant material so as to provide screening for the park.
3. When the landscape buffer is used in lieu of the fence or wall, the landscape buffer shall not be included as any part of a required rear yard for a mobile home unit.
4. The fence, wall, or landscape buffer shall be properly policed and maintained by the owner.

5.16.15 *Accessory Buildings/Garages*

1. Accessory buildings used primarily for storage shall be permitted on individual interior lots, with the following requirements:
   A. Shall be located no closer than five (5) feet from any Mobile Home.
   B. Shall be setback a minimum of three (3) feet from any individual interior lot line.
   C. Shall be setback a minimum of twenty-five (25) feet from the mobile home park interior street.
   D. Shall be setback a minimum of fifty (50) feet from any public street located outside the mobile home park.
2. Accessory garages used for the storage of motor vehicles shall be permitted on individual interior lots, with the following requirements:
   A. Shall be located no closer than ten (10) feet from any Mobile Home.
   B. Shall be setback a minimum of three (3) feet from any individual interior lot line.
   C. Shall be setback a minimum of twenty (20) feet from the mobile home park interior street.
   D. Shall be setback a minimum of fifty (50) feet from any public street located outside the mobile home park.
3. Carports may be attached to a mobile home provided that:
   A. Car port structure is considered part of a mobile home structure and must maintain the same setback requirements as the mobile home unit.
   B. Car port shall be in good repair, meet manufacturer standards, and be in conformance with the color scheme of the mobile home to which it is applied.
   C. Car port structure shall only be enclosed on the side attached to the mobile home unit.

5.16.16 *Outdoor Storage*

1. Owner/manager of mobile home park shall discourage outdoor storage of any materials, equipment, or refuse containers by providing appropriate storage facilities such as an enclosed storage building or solid fence enclosure.

5.16.17 *Utilities*

1. Each individual interior lot shall be served with water and sanitary sewer utilities and shall have separate shutoffs as required by city utility regulations, and service facilities for bathing, laundry, etc., as required by the State and County regulations. Dedicated easements shall be granted for city access to said shutoffs.

5.16.18 *Procedure*

1. A Site Development Plan shall be filed with the Application for Rezoning as an Amendment to the Zoning Map showing the buffer areas for landscape plantings, the layout of individual interior lots, the access roads or drives, utilities distribution system, service facilities, earth grading plan, and such other information necessary to determine whether the proposed development conforms with

the provisions of the Primary Zoning District to which it is appended; and such development plans, diagrams, and calculations shall become a part of the amendment and shall be the basis for the issuance of a building permit in conformity therewith.

2. Development Plan alterations which increase the number of dwelling units the arrangement of individual interior lots, and roadway or driveway alignment shall require a resubmission for approval of the application for rezoning. Any minor changes or adjustments in the individual interior lot lines or decrease in the number of dwelling units may be approved by the City Council without resubmission.

5.16.19 *Other Applicable Provisions*

1. The entire mobile home park shall be considered as one (1) zoned lot.
2. An office shall be provided for conducting business pertaining to the mobile home park. Said office may be located in a mobile home residence.
3. Mobile homes shall comply with all other applicable City Ordinances.

Section 5.17 PLANNED SUBDIVISION DISTRICT

5.17.01 Intent. The intent of the PS District is to encourage the creative design of new living areas, as distinguished from standard subdivisions. This district is designed to be appended to another basic residential district so as to provide for modifications in the platting of lots and the siting of buildings.

5.17.02 Use Regulations.
PRINCIPAL PERMITTED USES: Any principal use permitted in the primary zone to which the PS, Planned Subdivision District, classification is appended.

PERMITTED ACCESSORY USES: Any permitted accessory use allowed in the primary zone to which the PS, Planned Subdivision District classification is appended.

CONDITIONAL USES: Any conditional use permitted in the primary zone to which the PS, Planned Subdivision District classification is appended.

SPACE LIMITS: The average lot area per dwelling unit shall be the total area of the subdivision less the street right-of-way area divided by the number of lots. Such lot area shall be at least equal to the minimum lot area per dwelling unit required in the primary zone to which the PS, Planned Subdivision District classification is appended, and shall also provide that no lot shall be platted with less than three-fourths (3/4) of the lot area in the primary zoning requirement.

Any other space limits may be varied from those listed under the primary zone in order to satisfy the purpose of the Planned Subdivision District classification. Additional space limits may be established as required:

Absolute minimum space limits shall be as follows:

Minimum front yard: 20 feet
Minimum side yard: 0 feet
Minimum rear yard: 15 feet
Maximum height of building: as per underlying zoning district

The modified space limits shall be recorded as part of the Planned Subdivision District and shall apply to all lots platted under the zoning classification.

5.17.03 Procedure.
When a property owner wishes to develop a parcel of property in a manner other than the normal lot arrangement, he may apply for a zoning change to the PS, Planned Subdivision District. Said zoning change shall be an amendment to the zoning map and shall follow all procedural requirements for such changes set forth herein.

As an exhibit accompanying the application for amendment to the zoning map, the owner shall provide a detailed site plan with such other sketches, diagrams, and calculations necessary to determine whether the proposed subdivision conforms with the provisions of this zone and the primary zone to which it is appended. The exhibits shall be prepared in accordance with Chapter 3, Preliminary Plats, of the Subdivision Regulations, together with any requirements as determined by the Planning ~~Director~~ Manager. Such exhibits shall become a part of the amendment and shall form the basis for issuance of building permits in conformity therewith.

Before approving a PS, Planned Subdivision District classification, the Planning Commission and the City Council shall find the following:

1. The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties; or

2. The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification; or

3. The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision; or

4. The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.

(Ord. No. 3846, April 11, 2016)

Section 5.18 PO Parking Overlay District

5.18.01 Intent. This zone is designed to provide for the parking of automobiles in zones which do not allow the activity which generates the need for automobile parking.

5.18.02 Permitted Uses

1. Any principal uses permitted in the Primary Zoning District to which PO Parking Overlay District classification is appended when established according to the regulations and provisions of the primary zoning district
2. Parking lots for automobiles when meeting the following construction and operation standards:
   - A. All parking lots established in a PO Parking Overlay District shall be surfaced with a dust free material.
   - B. Any lighting shall be so oriented that it will not shine on adjacent property in residential use.
   - C. A foliage or decorative masonry barrier shall be planted or constructed and maintained so as to shield the parking lot from any residential use adjacent to or across a street and facing said parking lot.
   - D. No parking lot parking lot shall encroach on any required front or side yard required by the Space Limits provisions of the primary zone.
   - E. No parking lot shall encroach on a required yard or open space or upon the minimum site area required for an existing use.
   - F. No access drive to a parking area in a PO Parking Overlay District shall traverse any land other than a PO Parking Overlay District or other district in which such parking lot may be legally established.

5.18.03 Conditional Uses

1. Any conditional use permitted in the primary zone to which the PO Parking Overlay District is appended when established according to the rules and conditions of the primary district.

5.18.04 Permitted Accessory Uses

1. Any permitted use allowed in the primary district to which the PO Parking Overlay District is appended when established according to the rules and conditions of the primary district.

5.18.05 Space Limits

1. All space limit provision of the primary district to which the PO Parking Overlay District is appended shall be adhered to, except under the following conditions:
   - A. Automobile parking may be placed in any required rear yard provided the required side yard is maintained when adjacent to a property in residential use in a zoning district requiring a side yard.
   - B. Automobile parking may be placed within a required side yard when such side yard is adjacent to a zone which does not require a side yard.

5.18.06 Procedure

1. The PO Parking Overlay District shall be appended to a primary district in the same manner in which zoning map changes are made and, shall have the effect of modifying the uses allowed on the specific site or zoning lot.

5.18.07 Miscellaneous Provisions

1. All miscellaneous provisions of the primary district to which the PO Parking Overlay District is appended shall apply.

Section 5.19 MU Mixed Use District

5.19.01 ***Intent.*** The Mixed Use (MU) District is intended to accommodate projects that combine several compatible land uses into an integrated development and to allow for flexibility in the siting of buildings and the layout of lots. The district permits mixing residential areas with workplaces and services. Development in the MU District must accommodate diverse transportation systems, including pedestrian and bicycle movement, and integrate them with surrounding environments. All projects developed in an MU District are subject to approval of a development agreement.

5.19.02 Permitted Uses.

1. A Change of Zone ordinance establishing an MU District shall define the use types permitted within its boundaries. Reference to a Mixed-Use Development Agreement is acceptable to meet this requirement so long as the Change of Zone ordinance and the Mixed-Use Development Agreement are approved contingent upon each other.
2. Each MU District should contain use types within at least two use categories. Use categories shall be limited to residential, civic, office, and commercial uses. No single use category should account for more than 80% of the building area or net developable land area of an MU District. Net developable land area includes the land area of a development excluding dedicated public streets, private streets, or other dedicated public land.

5.19.03 Site Development Regulations.

1. Prior to the issuance of any building permits or other authorization, all projects in the MU District shall receive approval by the City Council through the adoption of a Mixed-Use Development Agreement.
2. Applications for a Mixed-Use Development Agreement must contain at a minimum the following information:
   - A. A detailed site map, including:
     - i. A boundary survey.
     - ii. Site dimensions.
     - iii. Contour lines at no greater than five-foot intervals.
     - iv. Adjacent public rights-of-way, transportation routes, and pedestrian and bicycle systems.
     - v. Description of adjacent land uses.
     - vi. Utility service to the site and easements through the site.
     - vii. Description of other site features, including drainage, soils, environmental factors or other considerations that may affect development.
   - B. A development plan, including:
     - i. A site layout, including the location of proposed buildings, parking, open space and other facilities.
     - ii. Location, capacity and conceptual design of parking facilities.
     - iii. Description of the use of individual buildings.
     - iv. Description of all use types to be included in the project or area, and maximum floor area devoted to each general use.
     - v. Maximum height of buildings.
     - vi. Schematic location and design of open space on the site, including a landscaping plan.
     - vii. Vehicular and pedestrian circulation plan, including relationship to external transportation systems.
     - viii. Schematic building elevations and sections if required to describe the project.
     - ix. Grading plans.
     - x. Proposed sewer and utility improvements.
     - xi. Location, size and type of all proposed signage.

C. Specific proposed development regulations for the project, including:
   i. The specific use types permitted within the proposed district.
   ii. Maximum floor area ratios.
   iii. Front, side and rear yard setbacks.
   iv. Maximum height.
   v. Maximum building and impervious coverage.
   vi. Design standards applicable to the project.

D. A traffic impact analysis, if required by the city.

E. An application for a Mixed(-)Use Development Agreement shall include an editable draft agreement (in Microsoft Word format, unless otherwise approved by the Planning ~~Director~~ Manager). Attachments, such as maps and illustrations, may be provided as separate files in any digitally reproducible format approved by the Planning ~~Director~~ Manager.

5.19.04 Adoption of MU District.

1. The Planning Commission and City Council shall review and evaluate each proposal or application for an MU District. The city may impose reasonable conditions as deemed necessary to ensure that projects within an MU District are compatible with adjacent land uses, will not overburden public services and facilities and will not be detrimental to public health, safety and welfare of the community.

2. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.

3. The Planning Commission may recommend amendments to MU District applications.

4. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.

5. The City Council, after proper notice, shall hold a public hearing and act upon any ordinance establishing an MU District. Proper notice shall mean the same notice established for any other zoning amendment.

6. An ordinance adopting an MU District shall require a favorable simple majority of the City Council for approval; however, the favorable vote of three-fourths of the City Council shall be required if the Planning Commission has recommended denial to the change of zone to the MU District.

7. Any approval of an MU District shall be contingent upon the approval by City Council of a Mixed-Use Development Agreement.

8. The city shall not issue a building permit, certificate of occupancy or other permit for a building, structure or use within an MU District unless it is in compliance with the approved Mixed Use Development Agreement, including any approved amendments.

5.19.05 Amendment Procedure.

1. The Planning ~~Director~~ Manager is authorized at his/her discretion to approve minor amendments to an approved development plan within a Mixed-Use Development Agreement, provided that:

   A. A written request, amendment application, and fee are filed with the Planning ~~Director~~ Manager, along with information specifying the exact nature of the proposed amendment.

   B. The amendment is consistent with the provisions of this article.

   C. The amendment does not materially alter the approved site regulations of the development plan and does not materially alter other aspects of the plan, including traffic circulation, mixture of use types and physical design.

   D. Any amendment not conforming to these provisions shall be submitted to the Planning Commission and City Council for action.

Section 5.20 BN Neighborhood Business District

5.20.01 Intent. This zone is designed to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity.

5.20.02 Permitted Uses:

1. Retail and service stores and offices of the following small store types (not to exceed 7,500 sq. ft. floor area), provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
   - A. Accounting, billing and tax preparations services.
   - B. Animal hospital
   - C. Apparel store, tailor shops, dressmaker.
   - D. Art gallery.
   - E. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
   - F. Bank, Savings and Loan Association.
   - G. Barber, beauty shops.
   - H. Book store.
   - I. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
   - J. Child Care Center.
   - K. Convenient Store without fuel sales.
   - L. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
   - M. Dental Clinics
   - N. Drug or drug-variety store.
   - O. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
   - P. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
   - Q. Dry good store.
   - R. Florist shop
   - S. Frame shop.
   - T. Furniture (specialty) shops.
   - U. Garden supply, commercial greenhouses, nursery stock sales yards.
   - V. General office uses. ***(Ord. No. 3924, Nov. 26, 2018)***
   - W. Gift and card shop.
   - X. Grocery, supermarket.
   - Y. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
   - Z. Hobby and craft store.
   - AA. Interior design firms.
   - BB. Jewelry store.
   - CC. Laundry (self-service automatic) of not more than 30 washing units.
   - DD. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
   - EE. Medical Clinics established to provide service to the inhabitants of the local neighborhood and limited to four full-time practitioners in any one building. ***(Ord. 3952, July 16, 2019)***
   - FF. Music store, music studio.
   - GG. News and tobacco store.
   - HH. Paint, wallpaper, drapery and floor covering store.
   - II. Photographer, artist, photo finishing, and camera store.
   - JJ. Real estate sales office.
   - KK. Restaurant (Limited).
   - LL. Shoe repair shop.
   - MM. Shoe store.
   - NN. Television, radio and small appliance repair.
   - OO. Toy and sporting goods store.
   - PP. Variety store.

2. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
3. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.

(Ord. No. 3662, Jan. 9, 2012)

2. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
3. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.

5.20.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Governmental services – Administrative Facilities.

5.20.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

5.20.05 Space Limits:

1. Minimum lot area: 7,500 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum height of building: 25 feet.
4. Minimum front yard: 25 feet.
5. Minimum rear yard: 20 feet.
6. Minimum side yard: 10 feet, when abutting a lot in use as a residence. None, when abutting business districts.
7. Minimum side yard on street side of corner: 25 feet. The 20 feet of a required corner side yard adjacent to the building may be used for the parking of automobiles.
8. Maximum gross floor area ratio: 0.7.
9. Maximum ground coverage: 70 percent.

5.20.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
5. All landscaping shall conform with Article 9.

Section 5.21 BNH Heavy Neighborhood Business District

5.21.01 Intent. This zone is a modification of the neighborhood business zone to include local service establishments having greater adverse effects upon surrounding residences.

5.21.02 Permitted Uses:

1. Retail and service stores and offices of the following small store types (not to exceed 15,000 sq. ft. floor area), provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
   - A. Animal hospital.
   - B. Apparel store, tailor shops, dressmaker.
   - C. Art gallery.
   - D. Automotive (light) repair services.
   - E. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
   - F. Bank, Savings and Loan Association.
   - G. Barber, beauty shops.
   - H. Book store.
   - I. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
   - J. Childcare center.
   - K. Convenient Store with limited fuel sales.
   - L. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
   - M. Dental clinic.
   - N. Drug or drug-variety store.
   - O. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
   - P. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
   - Q. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
   - R. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
   - S. Dry goods store.
   - T. Florist shop.
   - U. Frame shop.
   - V. Furniture (specialty) shops.
   - W. Garden supply, commercial greenhouses, nursery stock sales yards.
   - X. Gasoline stations.
   - Y. General office uses. ***(Ord. No. 3924, Nov. 26, 2018)***
   - Z. Gift and card shop.
   - AA. Grocery, supermarket.
   - BB. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
   - CC. Hobby and craft store.
   - DD. Interior design firm.
   - EE. Jewelry store.
   - FF. Laundry (self-service automatic) of not more than 30 washing units.
   - GG. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
   - HH. Medical Clinics established to provide service to the inhabitants of the local neighborhood and limited to two practitioners in any one building.
   - II. Music store, music studio.
   - JJ. News and tobacco store.

KK. Paint, wall per, drapery and floor covering store.
LL. Photographer, artist, photo finishing, and camera store.
MM. Real estate sales office.
NN. Restaurant (Drive-in or fast food).
OO. Restaurant (Entertainment).
PP. Restaurant (Limited).
QQ. Shoe repair shop.
RR. Shoe store.
SS. Television, radio and small appliance repair.
TT. Toy and sporting goods store.
UU. Variety store.

(Ord. No. 3716, April 22, 2013)

2. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
3. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.

5.21.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Governmental services – Administrative Facilities.

5.21.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

5.21.05 Space Limits:

1. Minimum lot area: 7,500 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum height of building: 25 feet.
4. Minimum front yard: 25 feet.
5. Minimum rear yard: 20 feet.
6. Minimum side yard: 10 feet, when abutting a lot in use as a residence. None, when abutting business districts.
7. Minimum side yard on street side of corner: 25 feet. The 20 feet of a required corner side yard adjacent to the building may be used for the parking of automobiles.
8. Maximum gross floor area ratio: 0.7.
9. Maximum ground coverage: 70 percent.

5.21.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
5. All landscaping shall conform with Article 9.

Section 5.22 BG General Business District

5.22.01 Intent. To provide for a wide range of retail and service establishments.

5.22.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to small box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
   - A. Animal hospital.
   - B. Animal specialty services.
   - C. Antique Store.
   - D. Apparel store, tailor shops, dressmaker.
   - E. Art gallery.
   - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
   - G. Automobile parts and supply store.
   - H. Automobile rental store.
   - I. Automotive (light) repair services.
   - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
   - K. Bank, Savings and Loan Association.
   - L. Barber, beauty shops.
   - M. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
   - N. Book store.
   - O. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
   - P. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
   - Q. Car wash.
   - R. Childcare center.
   - S. Commercial parking lots.
   - T. Community Center ***(Ord No. 3802, March 9, 2015)***
   - U. Convenient Store with limited fuel sales.
   - V. Dairy products sales.
   - W. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
   - X. Dental clinic.
   - Y. Drug or drug-variety store.
   - Z. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
   - AA. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
   - BB. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
   - CC. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
   - DD. Dry goods store.
   - EE. Exercise, Fitness, and Tanning Spa. ***(Ord. No. 3911, September 10, 2018)***
   - FF. Feed and seed store.
   - GG. Florist shop.
   - HH. Frame shop.
   - II. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking or smoking on the premises.
   - JJ. Furniture and antique homes and stores including used furniture store.

KK. Furniture (specialty) shops.
LL. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
MM. Garden supply, commercial greenhouses, nursery stock sales yards.
NN. Gasoline stations.
OO. General office uses. ***(Ord. No. 3984, December 3, 2019)***
PP. Gift and card shop.
QQ. Grocery, supermarket.
RR. Gunsmith.
SS. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
TT. Hobby and craft store.
UU. Interior design firm.
VV. Jewelry store.
WW. Laundry (self-service automatic) of not more than 30 washing units.
XX. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. ***(Ord. No. 3899, February 12, 2018)***
YY. Liquor stores.
ZZ. Loan office.
AAA. Locksmith.
BBB. Machine sales and service (stationery and office).
CCC. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
DDD. Marine sales and services but excluding the storage or salvage of boats.
EEE. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
FFF. Medical clinics.
GGG. Microbreweries and brew pubs.
HHH. Music store, music studio.
III. News and tobacco store.
JJJ. Outlet retail store.
KKK. Paint, wallpaper, drapery and floor covering store.
LLL. Pawn shops.
MMM. Pet shop, provided that all facilities are fully enclosed.
NNN. Photographer, artist, photo finishing, and camera store.
OOO. Printing job, when mechanical operation is not visible from a street and employing not over 15 persons engaged in operating digital printing equipment and may be incidental to other uses permitted hereunder. ***(Ord. No. 3984, December 3, 2019)***
PPP. Real estate sales office.
QQQ. Restaurant (Drive-in or fast food).
RRR. Restaurant (Entertainment).
SSS. Restaurant (General).
TTT. Restaurant (Limited).
UUU. Second-hand stores.
VVV. Shoe repair shop.
WWW. Shoe store.
XXX. Social club and fraternal organizations, not including uses defined under sexually oriented business.
YYY. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
ZZZ. Telephone answering service.
AAAA. Telephone exchange.
BBBB. Television, radio and small appliance repair.
CCCC. Toy and sporting goods store.
DDDD. Upholstery shops.
EEEE. Variety store.

2. Call center.
3. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
   A. Lot Standards: All space limits as specified in the BG zone shall be met.
   B. Site Plan: Each application shall provide a detailed site plan as required by the Planning ~~Director~~ Manager.
4. Governmental Services – administrative Facilities.

5. Logistical center.
6. Mortuaries, funeral homes and funeral chapels.
7. Motel, Hotel.
8. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
9. Radio and television stations, except transmission towers over 35 feet high.
10. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
11. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
12. Sexually Oriented Businesses, as established by the regulations set forth in Chapter 2.5, Sections 2.5-1 through 2.5-20 of the Bellevue Municipal Code.
13. Theater other than drive-in.

(Ord. No. 3716, April 22, 2013)

5.22.03 Conditional Uses:

1. Automobile sales (new and used automobiles).
2. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Governmental Services – Maintenance and Service Facilities.
5. Indoor Firing Range ***(Ord. No. 3698, Feb. 11, 2013)***

5.22.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section 8.09.

5.22.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None for business.
3. Maximum height of building: 75 feet, when abutting a commercial zone. 35 feet, when abutting a residential zone.
4. Minimum front yard: None for business.
5. Minimum rear yard: 10 feet
6. Minimum side yard: 5 feet when abutting any zone requiring a side yard.
7. Minimum side yard on street side of corner: None.
8. Maximum gross floor area ratio: 2.0.
9. Maximum ground coverage including accessory buildings, loading docks, incinerators and vending devices: 95 percent.

5.22.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers, and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
5. All landscaping shall conform with Article 9.

Section 5.23 BGM Metropolitan General Business District

5.23.01 Intent. This zone is designed to provide a general business zone which will take into account the special characteristics of the Central Commercial Area.

5.23.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to small box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
   - A. Animal hospital.
   - B. Animal specialty services.
   - C. Antique Store.
   - D. Apparel store, tailor shops, dressmaker.
   - E. Art gallery.
   - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
   - G. Automobile parts and supply store.
   - H. Automobile rental store.
   - I. Automotive (light) repair services.
   - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
   - J. Bank, Savings and Loan Association.
   - K. Barber, beauty shops.
   - L. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
   - M. Book store.
   - N. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
   - O. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
   - P. Car wash.
   - Q. Childcare center.
   - R. Commercial parking lots.
   - S. Community Center ***(Ord. 3802, March 9, 2015)***
   - T. Convenient store with limited fuel sales.
   - U. Dairy products sales.
   - V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
   - W. Dental clinic.
   - X. Drug or drug-variety store.
   - Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
   - Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
   - AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
   - BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
   - CC. Dry goods store.
   - DD. Exercise, Fitness, and Tanning Spa. ***(Ord. No. 3911, September 10, 2018)***
   - EE. Feed and seed store.
   - FF. Florist shop.
   - GG. Frame shop.
   - HH. Frozen food lockers for individual or family trade, but no slaughtering, killing,

eviscerating, skinning, plucking or smoking on the premises.

II. Furniture and antique homes and stores including used furniture store.
JJ. Furniture (specialty) shops.
KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
LL. Garden supply, commercial greenhouses, nursery stock sales yards.
MM. Gasoline stations.
NN. General office uses. ***(Ord. No. 3984, December 3, 2019)***
OO. Gift and card shop.
PP. Grocery, supermarket.
QQ. Gunsmith.
RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
SS. Hobby and craft store.
TT. Interior design firm.
UU. Jewelry store.
VV. Laundry (self-service automatic) of not more than 30 washing units.
WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. ***(Ord. No. 3899, February 12, 2018)***
XX. Liquor stores.
YY. Loan office.
ZZ. Locksmith.
AAA. Machine sales and service (stationery and office)
BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
DDD. Medical clinics.
EEE. Microbreweries and brew pubs.
FFF. Music store, music studio.
GGG. News and tobacco store.
HHH. Outlet retail store.
III. Paint, wallpaper, drapery and floor covering store.
JJJ. Pawn shops.
KKK. Pet shop, provided that all facilities are fully enclosed.
LLL. Photographer, artist, photo finishing, and camera store.
MMM. Printing job, when mechanical operation is not visible from a street and employing not over 4 persons.
NNN. Real estate sales office.
OOO. Restaurant (Drive-in or fast food).
PPP. Restaurant (Entertainment).
QQQ. Restaurant (General).
RRR. Restaurant (Limited).
SSS. Secondhand stores.
TTT. Shoe repair shop.
UUU. Shoe store.
VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
XXX. Telephone answering service.
YYY. Telephone exchange.
ZZZ. Television, radio and small appliance repair.
AAAA. Toy and sporting goods store.
BBBB. Upholstery shops.
CCCC. Variety store.

2. Call center.
3. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
   A. Lot Standards: All space limits as specified in the BG zone shall be met.
   B. Site Plan: Each application shall provide a detailed site plan as required by the Planning ~~Director~~ Manager.
4. Governmental Services – administrative Facilities.

5. Logistical center.
6. Mortuaries, funeral homes and funeral chapels.
7. Motel, Hotel.
8. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
9. Radio and television stations, except transmission towers over 35 feet high.
10. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
11. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
12. Residential - Apartment houses, apartment hotels and mixed business and apartment buildings constructed to standards of the RG 8 Zone.
13. Residential - Single family residences, when not in a business building or on the same zoning lot as a business building, and when in conformity with the space limits of the RG 50 Zone.
14. Theater other than drive-in.

(Ord. No. 3716, April 22, 2013)

5.23.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.

5.23.04 Permitted Accessory Uses:

1. Accessory uses for residential development shall include those listed under the RG 8 or RG 50 Zone depending upon principle use and shall be established and conducted in accordance with the regulations of that zone.
2. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
3. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

5.23.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None.
3. Maximum height of building: No restriction except by gross floor area ratio.
4. Minimum front yard: None.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: None.
8. Maximum gross floor area ratio: 12.0
9. Maximum ground coverage: 100 percent.

5.23.06 Miscellaneous Provisions:

1. Off-street loading shall be provided for all new buildings. Off-street parking may be provided by governmental or group action. It is not desired that each building supply parking space to meet its full demands on or adjacent to its site in that such an arrangement would tend to spread the BGM district over too large an area to make pedestrian communication and interchange convenient.
2. All signage shall be in conformance with Article 7.
3. All buildings shall conform to building design regulations in Section ~~8.11~~.8.12.
4. All landscaping shall conform with Article 9.
5. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.

Section 5.24 BGH Heavy General Business District

5.24.01 Intent. This zone is designed to provide for the widest range of retail and service establishments short of actual industrial operations.

5.24.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to large box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
   - A. Animal hospital.
   - B. Animal specialty services.
   - C. Antique Store.
   - D. Apparel store, tailor shops, dressmaker.
   - E. Art gallery.
   - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
   - G. Automobile parts and supply store.
   - H. Automobile rental store.
   - I. Automotive (light) repair services.
   - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
   - K. Bank, Savings and Loan Association.
   - L. Barber, beauty shops.
   - M. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
   - N. Book store.
   - O. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
   - P. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
   - Q. Car wash.
   - R. Childcare center.
   - S. Commercial parking lots.
   - T. Convenient store with limited fuel sales.
   - U. Dairy products sales.
   - V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
   - W. Dental clinic.
   - X. Drug or drug-variety store.
   - Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
   - Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
   - AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
   - BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
   - CC. Dry goods store.
   - DD. Exercise, Fitness, and Tanning Spa. ***(Ord. No. 3911, September 10, 2018)***
   - EE. Feed and seed store.
   - FF. Florist shop.
   - GG. Frame shop.
   - HH. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking or smoking on the premises.
   - II. Furniture and antique homes and stores including used furniture store.
   - JJ. Furniture (specialty) shops.
   - KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.

LL. Garden supply, commercial greenhouses, nursery stock sales yards.
MM. Gasoline stations.
NN. General office uses. ***(Ord. No. 3984, December 3, 2019)***
OO. Gift and card shop.
PP. Grocery, supermarket.
QQ. Gunsmith.
RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
SS. Hobby and craft store.
TT. Interior design firm.
UU. Jewelry store.
VV. Laundry (self-service automatic) of not more than 30 washing units.
WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. ***(Ord. No. 3899, February 12, 2018)***
XX. Liquor stores.
YY. Loan office.
ZZ. Locksmith.
AAA. Machine sales and service (stationery and office)
BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
DDD. Medical clinics.
EEE. Microbreweries and brew pubs.
FFF. Music store, music studio.
GGG. News and tobacco store.
HHH. Outlet retail store.
III. Paint, wallpaper, drapery and floor covering store.
JJJ. Pawn shops.
KKK. Pet shop, provided that all facilities are fully enclosed.
LLL. Photographer, artist, photo finishing, and camera store.
MMM. Printing job, when mechanical operation is not visible from a street and employing not over 15 persons engaged in operating digital printing equipment and may be incidental to other uses permitted hereunder. ***(Ord. No. 3984, December 3, 2019)***
NNN. Real estate sales office.
OOO. Restaurant (Drive-in or fast food).
PPP. Restaurant (Entertainment).
QQQ. Restaurant (General).
RRR. Restaurant (Limited).
SSS. Second hand stores.
TTT. Shoe repair shop.
UUU. Shoe store.
VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
XXX. Telephone answering service.
YYY. Telephone exchange.
ZZZ. Television, radio and small appliance repair.
AAAA. Toy and sporting goods store.
BBBB. Upholstery shops.
CCCC. Variety store. ***(Ord. No. 3716, April 22, 2013)***

2. Automobile sales – New and used automobile, truck , tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
3. Call center.
4. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:

A. Lot Standards: All space limits as specified in the BG zone shall be met.
B. Site Plan: Each application shall provide a detailed site plan as required by the Planning ~~Director~~ Manager.

5. Governmental Services – Administrative Facilities.
6. Governmental Services – Maintenance and Service Facilities.
7. Logistical center.

8. Mixed commercial – Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
9. Mortuaries, funeral homes and funeral chapels.
10. Motel, Hotel.
11. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
12. Radio and television stations, except transmission towers over 35 feet high.
13. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
14. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
15. Theater other than drive-in.
16. Wholesale stores, but not establishments operated primarily as a warehouse. A wholesale store shall be distinguished from a warehouse if there is one square foot of office, sales and display space for each square foot of warehousing space, and the building is so arranged as to encourage walk-in trade.

5.24.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Self-storage facilities, provided they meet the following restrictions:
   - A. Lot Standards: All space limits as specified in the BGH Zone shall be followed, however, the maximum height for any structure within the facility shall be twenty (20) feet.
   - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
   - C. Access to Buildings: No storage building may be open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide fire access from one storage bay to another.
   - D. Storage Restrictions: all storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
   - E. Parking/Loading: Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee whichever is greater.
     Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
   - F. Drive Lanes: Minimum drive lane width shall be twenty(-)four (24) feet.
   - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager. All fencing shall be located on the interior side of the required buffer yards.
   - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Director~~ Manager. ***(Ord. No. 3888, Dec. 11, 2017)***
4. Indoor Firing Range ***(Ord. No. 3698, Feb. 11, 2013)***
5. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition, provided the following conditions are met:
   - A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager or Designee. All fencing shall be located on the interior side of the required buffer yards.
6. The parking of semi-trailers, tractors, truck-tractors, or any truck in operable condition exceeding eight (8) feet in width or twenty-one (21) feet in length may be allowed when not utilizing required parking as defined in Section 8 of the zoning ordinances. If necessary, trucks will be measured bumper to bumper, including overhangs and attachments such as trailer hitches and side mirrors.
   - A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager or Designee. All fencing shall be located on the interior side of the required buffer yards. ***(Ord. No. 3991, April 21, 2020)***

5.24.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.

5.24.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None for business.
3. Maximum height of building: 55 feet.
4. Minimum front yard: None for business.
5. Minimum rear yard: None for business.
6. Minimum side yard: None for business.
7. Minimum side yard on street side of corner: None for business.
8. Maximum gross floor area ration: 6.0.
9. Maximum ground coverage: 100 percent for business or mixed business.

5.24.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers, and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
5. All landscaping shall conform with Article 9.

Section 5.25 PCO Planned Center Overlay District

5.25.01 Intent. This zone is designed to be appended to any of the business zones. The use characteristics of the zone to which it is appended will control, but the procedure set forth herein will allow for new and modern design that is not possible under regulations designed for control of individual and independent development of adjacent business properties.

5.25.02 Principal Permitted Uses:

1. The principal permitted uses shall be the same as the zone upon which the PCO, Planned Center Overlay District is appended.

5.25.03 Permitted Conditional Uses:

1. The permitted conditional uses shall be the same as the zone upon which the PCO, Planned Center Overlay District is appended.

5.25.04 Permitted Accessory Uses:

1. The permitted accessory uses shall be the same as the zone upon which the PCO, Planned Center Overlay District is appended.

5.25.05 Space Limits:

1. The space limits shall at least meet the requirements of the zone upon which the PCO, Planned Center Overlay District is appended, but may be more restrictive than said limits in order to make the proposal appropriate to the proposed location and to meet the requirements of the enabling statute as to reasonableness in light of any unique characteristics of the area in which the planned center is located as may be determined by the Commission.

5.25.06 Special Provisions:

1. The entire parcel of land in the PCO, Planned Center Overlay District shall be considered as one zoning lot in arranging buildings and other facilities.
2. The Commission and the Council shall take into consideration the ability of nearby streets to handle traffic generated by the proposed development and shall take into consideration the effects upon the value and amenities of the nearby neighborhood residential properties and in the event of conflict between the maintenance of such values and the proposed development, shall weigh the equities between the two using the criterion of community service and maintaining the concept of the zoning plan in assessing the position of the proposed development. To this end the proponents of the proposed development shall be required to submit competent market surveys.

5.25.07 Procedure:

1. Proponents of a rezoning to PCO, Planned Center Overlay District shall submit a site plan of the proposed development as an exhibit accompanying the request for a change of zone. The minimum requirements to be shown on the site plan exhibit as submitted shall be determined by the Planning ~~Director~~ Manager of the Planning Department of the City of Bellevue.
2. The Commission may also request a market analysis to substantiate the necessity, size and location of the proposed development.
3. The Commission shall initiate change of zone amendment as set forth in this ordinance.
4. The site plan shall become an exhibit accompanying the change of zone amendment if such amendment is passed. Such site plan shall be filed of record in the county offices specified for recording zoning ordinances~~,~~) and shall form the basis for any building permits.
5. The proponents of the planned center shall begin to construct the center as proposed within three years of the recording of the ordinance designating the land in the PCO, Planned Center Overlay District. If such construction is not commenced and pursued in an orderly manner toward completion, the Commission may initiate action to abolish the zoning or reduce the size of the tract to fit the scope of the actual development. It is intended that a Planned Center Overlay District be designed to carry out the objectives of the planning practices established by the Commission for development of the city and to be so developed within a reasonable time. It is hereby declared that the holding for speculative purposes of undeveloped land zoned as a planned center is contrary to the purposes of said planning practices established by the Commission.

6. It is recognized that exigencies of development and construction may require minor changes in the detail of an originally proposed plan. The Commission is therefore authorized to grant changes from the original plan as appears of record with the zoning amendment, provided said changes do not materially affect the basic design or negate any special features which were designed to facilitate traffic or preserve neighborhood amenities.
7. Business developments substantially completed at the time of enactment of this ordinance may be designated as PCO, Planned Center Overlay District, but the special provisions set forth herein for establishing such a zone shall not apply. The Commission and Council may zone areas for PCO, Planned Center Overlay District in the advance of plans for development if they determine that said shopping center is contemplated in the planning practices established by the Commission. In this event, plans shall be submitted according to the procedures set forth herein before building permits are issued. Irrespective of the PCO, Planned Center Overlay District being a combining zone, property zoned PCO, Planned Center Overlay District may not be developed solely according to the rules and regulations of the primary zone so long as the PCO, Planned Center designation remains appended, but shall in each case follow the procedure set forth for Planned Unit Development.

Section 5.26 FX Flex Space District

5.26.01 Intent: This zone provides for a variety of commercial, retail, and industrial uses. The flex space district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public, and light industrial.

5.26.02 Permitted Uses:

The following principal uses are permitted in the FX District.

1. Building materials yards with enclosed and screened storage areas.
2. Business parks and services.
3. Call center.
4. Car wash.
5. Commercial parking lots.
6. Commercial recreation facilities, indoor and outdoor.
7. Construction and contractor storage yards.
8. Convenience store with limited fuel sales.
9. Facilities for building construction contractors.
10. Garden supply and retail garden center.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Highway maintenance yards or buildings.
14. Laboratories.
15. Landscape and horticultural services.
16. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
17. Logistical center.
18. Lumber and other building materials dealer
19. Manufacture and assembly of electrical and electronic appliances.
20. Manufacture of light sheet metal products including heating and ventilation equipment.
21. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
22. Parks and recreation.
23. Printing and publishing business.
24. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
25. Railroad through and spur tracks.
26. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses. ***(Ord. 3990, April 21, 2020)***
27. Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
    A. Antique store
    B. Automobile parts and supply store
    C. Bicycle shop
    D. Communication services
    E. Dairy products sales
    F. Dance studios, not including those classified under Sexually Oriented Business
    G. Dry cleaning and laundry pickup
    H. Exercise, Fitness, and Tanning Spa. ***(Ord. No. 3911, September 10, 2018)***
    I. Furniture store or showroom
    J. Gunsmith
    K. Hardware store
    L. Health Clubs, exercise, fitness and tanning salons, not including uses defined under Sexually Oriented Business
    M. Hobby and craft store
    N. Locksmith
    O. Outlet retail store
    P. Paint store
    Q. Pet shop, provided that all facilities are fully enclosed.
    R. Secondhand stores
    S. Social club and fraternal organizations, not including uses defined under Sexually Oriented Business

T. Telephone answering service
U. Telephone exchange

28. Self-service storage facilities, provided they meet the following restrictions:
    A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
    B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
    C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
    D. Storage Restrictions: All storage on the site must be within Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
    E. Parking/Loading:
    Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
    Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
    F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.
    G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager. All fencing shall be located on the interior side of the required buffer yards.
    H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Director~~ Manager.
    I. Special and vocational educational and training facilities.
29. Stone and monument work.
30. Totally enclosed, automated and conveyor-style car washes.
31. Toy and sporting goods store.
32. Veterinarian services or animal hospitals.
33. Warehouses and wholesale businesses.

5.26.03 Conditional Uses:

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

1. Amusement parks.
2. Auction Sales.
3. Automotive rental / leasing and other heavy equipment rental.
4. Automotive sales and repair service, including recreational vehicles such as boats and campers
5. Bowling center.
6. Cabinetry millwork
7. Commercial greenhouse.
8. Construction and heavy equipment sales and service.
9. Farm implement sales and service.
10. Fertilizer transmission lines.
11. Home Improvement Center; provided that the following minimum standards are present:
    A. All lumber shall be enclosed with the primary structure.
    B. All year-round landscaping materials shall be enclosed within the primary structure.
12. Hotels and Motels
13. Kennels and stables
14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary, as an accessory to permitted use
15. Mail order services.
16. Micro()breweries and brew pubs.
17. Outdoor storage, subject to the following requirements:
    A. A landscape buffer shall be provided subject to the approval of the zoning administrator.
    B. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
    C. All outdoor storage areas shall be screened by a fence or wall or a combination of both and shall be located to the rear of the landscape buffer.

18. Radio, television and communication towers and transmitters, as per Section 8.05.
19. Recreational establishments.
20. Recycling collection and processing facilities, both public and private.
21. Research facilities.
22. Truck Stops.
23. Utility substations, terminal facilities, and reservoirs.

5.26.04 Permitted Accessory Uses:

1. Accessory uses for commercial or light industrial (flex) development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.26.05 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet front yard setback required only when no parking is present in the front yard. If parking is located in the front yard, then front yard setback is a minimum of 50 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

5.26.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section ~~8.11~~ 8.12.
5. All landscaping shall be in conformance with Article 9.
5. When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within 15 feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Article 9.
7. No outdoor storage is permitted, except
   A. The display of new merchandise for sale to the public
   B. Unless specifically permitted within this Section
8. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
9. No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling.
10. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
11. Performance standards shall conform to Section ~~8.07~~ 8.08 of the Supplemental Regulations.

Section 5.27 ML Light Manufacturing District

5.27.01 **Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

5.27.02 **Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dying plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services - administrative facilities.
14. Governmental services- maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
    - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
    - B. No stacking of containers shall be permitted.
    - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
    - D. Containers may not encroach into a drainage way or required landscaped area.
    - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.

F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.

G. All containers shall remain locked at all times, when not being attended to, whether empty or full.

H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager. All fencing/screening walls shall be located on the interior side of any required landscaping.

I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.

33. Printing services, when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
37. Recycling collection and processing facilities, both public and private. ***(Ord. No. 4053, Oct. 5, 2021)***
38. Self-service storage facilities, provided they meet the following restrictions :
    A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
    B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
    C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
    D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
    E. Parking/Loading:
    F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
    G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
    H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
    I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager. All fencing shall be located on the interior side of the required buffer yards.
    J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Director~~ Manager. ***(Ord. No. 3888, Dec. 11, 2017)***
39. Special and vocational educational and training facilities.
40. Stone and monument work.
41. Trucking terminals containing four or less loading or transfer bays.
42. Upholstery shops.
43. Veterinary Services.
44. Warehouses and storage of non-hazardous goods provided storage be inside building.

5.27.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section ~~8.10~~ **8.11**.
2. Commercial/Utility grade SCS, subject to Section 8.07. ***(Ord No. 4055, Oct 5, 2021)***
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Indoor Firing Range ***(Ord. No. 3698, Feb. 11, 2013)***

5.27.04 Specifically Excluded Uses:

1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
    A. Churches, synagogues, chapels, and similar places of religious worship and instruction.

B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
D. Motels, hotels, and mobile home parks.
E. Public, parochial and private schools and colleges, except trade schools.
F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

5.27.05 Permitted Accessory Uses:

1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section ~~8.09~~ 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.27.06 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

5.27.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9.
5. No outdoor storage is permitted, except
   A. The display of new merchandise for sale to the public
   B. Unless specifically permitted within this Section
6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section ~~8.07~~ 8.08 of the Supplemental Regulations.

Section 5.28 MH Heavy Manufacturing District

5.28.01 **Intent.** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dying plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
    - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
    - B. No stacking of containers shall be permitted.
    - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
    - D. Containers may not encroach into a drainage way or required landscaped area.
    - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will

preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.

F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.

G. All containers shall remain locked at all times, when not being attended to, whether empty or full.

H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager. All fencing/screening walls shall be located on the interior side of any required landscaping.

I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.

31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.
34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Recycling Collection and processing facilities, both public and private. ***(Ord. No. 4053, Oct 5, 2021)***
36. Self-service storage facilities provided they meet the following restrictions:
    A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
    B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
    C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
    D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
    E. Parking/Loading:
    Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
    Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
    F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
    G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning ~~Director~~ Manager. All fencing shall be located on the interior side of the required buffer yards.
    H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Director~~ Manager. ***(Ord. No. 3888, Dec. 11, 2017)***
37. Stone and monument work.
38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
39. Temporary batch plants, not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
40. Truck wash.
41. Trucking terminals containing in excess of four loading or transfer bays.
42. Veterinary Services, including livestock.
43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
44. Yards for the sale, transfer and temporary holding of livestock. ***(Ord. No. 3840, Feb.8, 2016)***

5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section ~~8.10~~.8.11.
2. Commercial/Utility grade SCS, subject to Section 8.07 ***(Ord. No. 4055, Oct 5, 2021)***
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Meat packing, slaughtering, eviscerating and skinning.
5. Permanent batch plants for concrete, asphalt, or paving material.
6. Permanent recycling plant for concrete, asphalt, or paving material. ***(Ord. No. 4027, March 2, 2021).***

7. Poultry killing, plucking and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
10. Special and vocational educational and training facilities.
11. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
12. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
   - A. Any use which cannot meet the performance standards set forth herein.
   - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
   - C. Schools and colleges, except trade schools.
   - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
   - E. Motels, hotels and mobile home parks.
   - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section ~~8.09~~.8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.28.06 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section ~~8.07~~ 8.08 of the Supplemental Regulations.

Section 5.29 AICUZ Air Installation Compatible Use Zone; Clear Zone, Accident Potential Zones I and II, Noise Zones, and Height and Obstruction Criteria (Overlay District)

5.29.01 Intent.

1. To reduce the risk to public health, safety, and quality of life due to aircraft noise exposure and accident potential.
2. To promote compatible land development in areas surrounding a military airfield by regulating land uses and establishing criteria for the regulation of building height and density.
3. To preserve the operational capabilities and mission of Offutt Air Force Base and to prohibit uses which create potential hazards to the safe approach and departure of aircraft.
4. To address potentially life(-)threatening situations in areas exposed to aircraft accident potential through restrictions on the congregation of large numbers of people or high concentrations of people and by restrictions on concentrations of people who are unable to respond to emergency situations such as children, elderly, handicapped, and persons undergoing medical treatment.
5. To increase the protection of persons exposed to high levels of aircraft noise by requiring acoustical treatment in buildings located within these areas and regulating those uses which are sensitive to such noise.

5.29.02 Definition of Terms

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

Air Installation Compatible Use Zone (AICUZ) – Land areas upon which certain land uses may obstruct the airspace or otherwise be hazardous to aircraft operations, and land areas which are exposed to the health or safety hazards of aircraft operations, including:

1. Accidental Potential Zones (APZ) based on past Air Force aircraft accidents and installation operational data;
2. Noise Zones (NZ) produced by the computerized Day-Night Average Noise Level (Ldn) methodology;
3. The Height and Obstruction (HO) criteria designated by the Federal Aviation Administration (FAA) and the Air Force.

AICUZ Report – The Air Installation Compatible Use Zone Report for Offutt Air Force Base dated October 1992, or as may be updated or amended.

Clear Zone (CZ) – An area immediately beyond the ends of the runway, encompassing an area 3,000 feet in width by 3,000 feet in length, which the Department of Defense (DoD) generally acquires through purchase or easement to prevent development due to its high potential for accidents.

Accident Potential Zone I (APZ I) – An area beyond the Clear Zone, encompassing an area 3,000 feet in width by 5,000 feet in length, which possesses a significant potential for accidents and warrants land use planning controls for the protection of the public.

Accident Potential Zone II (APZ II) – An area beyond the Accident Potential Zone I, encompassing an area 3,000 feet in width by 7,000 feet in length, which has a measurable potential for accidents and warrants land use planning controls for the protection of the public.

Noise Zones (NZ) – Areas containing levels of noise exposure based on current aircraft operations plotted at increments of 5 decibels (dB), ranging from Ldn 65 to Ldn 80.

5.29.03 General Provisions

1. APPLICABILITY

This ordinance shall apply to all lands within the jurisdiction of the City of Bellevue, Nebraska, and its extraterritorial jurisdiction identified in the Air Installation Compatible Use Zone Report for Offutt Air Force Base dated October 1992, or as may be updated or amended. These lands include areas designated as Clear Zones, Accident Potential Zones I and II, Noise Zones, and the Height and Obstruction criteria designated by the FAA and DoD. In all areas covered by this ordinance, no development shall be permitted except upon a permit to develop granted by the City Council or its duly designated representative under such safeguards and restrictions as they may reasonably impose for the promotion and maintenance of the general welfare, health, and safety of the inhabitants of the community and where specifically noted in Sections 5.29.04,2-3 below. The following types of development shall be regulated by this ordinance.

A. New development.
B. A change in, expansion of, or addition to the use of an existing structure as follows:
   i. The residential density or employee density requirements of Sections 5.29.06,1-2 apply to the entire existing structure if the change, expansion, or addition results in an increase in any of the following:

a. Employee density;
b. Residential density;
c. Number of employees; or
d. Number of persons of the general public for which the structure was intended or designed to accommodate.

ii. The noise attenuation requirements of Section 5.29.06,1 apply to the entire existing structure if the use of the existing structure is changed from any other land use to one or more of the following uses:
a. Residential;
b. Place of public accommodation; or
c. Administrative or professional office.

C. Expansion of an existing development as follows:
i. If the gross floor area of a structure or the gross floor area on the project site is expanded by less than fifty (50) percent, the provisions of Section 5.29.06 apply only to the areas of expansion.
ii. If the gross floor area of a structure is expanded by fifty (50) percent or more, the requirements of Section 5.29.06 apply to the entire structure. The sound attenuation requirement in this section does not, however, apply to an expansion of the following types of structures existing prior to the effective date of this ordinance.
a. A single family or duplex dwelling; or
b. A manufactured or mobile home.
iii. If the gross floor area on a project site is expanded by fifty (50) percent or more, the employee density and lot coverage requirements of 5.29.06,1-2 apply to the entire project site.
iv. Cumulation of Expansions. Expansions are cumulated over time from the effective date of this ordinance. Once a structure or project site is brought into conformance with the provisions of this ordinance, subsequent expansions are accumulated as of the date the existing structure or project site is brought into conformance.

2. ENFORCEMENT OFFICER

The City Administrator or his/her designee is hereby designated as the City Council's duly designated Enforcement Officer under this ordinance.

3. RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES

The boundaries of the Clear Zones, Accident Potential Zones I and II, Noise Zones, and the Height and Obstruction criteria designated by the FAA and DoD, shall be determined by scaling distances on the official zoning map of the City of Bellevue, Nebraska. Where interpretation is needed to the exact location of the boundaries, the Enforcement Officer shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute.

4. COMPLIANCE

No development located within the AICUZ shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

5. ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

6. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of any other powers granted by State Statutes.

7. WARNING AND DISCLAIMER OF LIABILITY

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. This ordinance does not imply that areas outside of the AICUZ or land uses permitted within such districts will be free from hazards. This ordinance shall not create liability on the part of the City of Bellevue, Nebraska, or any officer or employee thereof for any damage that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

8. SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

9. APPLICATION FOR APPEAL

Where a request for a permit to develop is denied by the Enforcement Officer, the applicant may apply for such permit or variance directly to the Board of Adjustment. The Board of Adjustment may grant or deny such request in accordance with the provisions of the Zoning Ordinance governing the Board of Adjustment.

5.29.04 DEVELOPMENT PERMIT

1. PERMIT REQUIRED

No person, firm, or corporation shall initiate any development or substantial improvement or cause the same to be done without first obtaining a separate permit for development as defined in Section 5.29.04,3.

2. ADMINISTRATION

The Enforcement Officer is hereby appointed to administer and implement the provisions of this ordinance. The duties of the Enforcement Officer shall include, but not be limited to:

A. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.
B. Review permits for proposed development to assure that all necessary permits have been obtained from those federal or state governmental agencies from which prior approval is required.
C. Notify the Base Civil Engineer at Offutt Air Force Base for comments on the proposed development and its conformance with the standards as set forth in the AICUZ Report and the requirements of this ordinance.

3. APPLICATION FOR PERMIT

To obtain a permit, the applicant shall first file an application, in writing, on a form furnished for that purpose. Every such application shall:

A. Include a site plan showing all existing and proposed structures located within the property, height of all existing and proposed structures, total acreage of the parcel, distance to the property line and distance to structures which are adjacent to the property scale of the drawing, north arrow, and date of the drawing.
B. Identify and describe the work to be covered by the permit.
C. Describe the land on which the proposed work is to be done by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed building or work.
D. Indicate the use or occupancy for which the proposed work is intended.
E. Be signed by the property owner or his authorized agent who may be required to submit evidence to indicate such authority.
F. Include correspondence from the FAA and/or DoD to demonstrate compliance with their requirements, if applicable.
G. Give such other information as may reasonably be required by the Enforcement Officer.

5.29.05 ESTABLISHMENT OF ZONING DISTRICTS

The mapped AICUZ areas within the jurisdiction of this ordinance are hereby divided into the following districts; Clear Zone (CZ), Accident Potential Zone I (APZ I), Accident Potential Zone II (APZ II), Noise Zones (NZ), and the Height and Obstruction (HO) criteria designated by the FAA and the Air Force. Within these districts, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited. These zones shall be consistent with the zones as identified in the AICUZ Report and shall be indicated on the atlas of maps which is entitled "Official Zoning Map – AICUZ Overlay" incorporated herein and by this reference made a part hereof.

5.29.06 STANDARDS FOR THE CLEAR ZONE (CZ), ACCIDENT POTENTIAL ZONE I (APZ I), ACCIDENT POTENTIAL ZONE II (APZ II), AND NOISE ZONES (NZ)

1. LAND USE RESTRICTIONS

All applications for development permits submitted per the requirements of Section 5.29.04,3 shall be reviewed based on the following criteria:

Land Use		**Accident Potential Zones**			**Noise Zones**			
SLUCM NO.	***NAME***	***CLEAR ZONE***	***APZ I***	***APZ II***	***65-70***	***70-75***	***75-80***	***80+***
10	**Residential**							
11	Household units							
11.11	Single units; detached	N	N	Y[1]	25[11]	30[11]	N	N
11.12	Single units; semi detached	N	N	N	25[11]	30[11]	N	N
11.13	Single units; attached row	N	N	N	25[11]	30[11]	N	N
11.21	Two units; side-by-side	N	N	N	25[11]	30[11]	N	N
11.22	Two units; one above the other	N	N	N	25[11]	30[11]	N	N
11.31	Apartments; walk up	N	N	N	25[11]	30[11]	N	N
11.32	Apartments; elevator	N	N	N	25[11]	30[11]	N	N
12	Group quarters	N	N	N	25[11]	30[11]	N	N
13	Residential hotels	N	N	N	25[11]	30[11]	N	N
14	Mobile home parks or courts	N	N	N	N	N	N	N
15	Transient lodgings	N	N	N	25[11]	30[11]	35[11]	N
16	Other residential	N	N	N[1]	25[11]	30[11]	N	N
20	**Manufacturing**							
21	Food & Kindred products; manufacturing	N	N[2]	Y	Y	Y[12]	Y[13]	Y[14]
22	Textile mill products; manufacturing	N	N[2]	Y	Y	Y[12]	Y[13]	Y[14]
23	Apparel & other finished products made from fabrics	N	N	N[2]	Y	Y[12]	Y[13]	Y[14]
24	Lumber & wood products (except furniture); manufacturing	N	Y[2]	Y	Y	Y[12]	Y[13]	Y[14]
25	Furniture & fixtures; manufacturing	N	Y[2]	Y	Y	Y[12]	Y[13]	Y[14]
26	Paper & allied products; manufacturing	N	Y[2]	Y	Y	Y[12]	Y[13]	Y[14]
27	Printing, publishing, & allied industries	N	Y[2]	Y	Y	Y[12]	Y[13]	Y[14]
28	Chemicals & allied products; manufacturing	N	N	N[2]	Y	Y[12]	Y[13]	Y[14]
29	Petroleum refining & related industries	N	N	Y	Y	Y[12]	Y[13]	Y[14]
30	**Manufacturing**							
31	Rubber & misc. plastic products; manufacturing	N	N[2]	N[2]	Y	Y[12]	Y[13]	Y[14]
32	Stone, clay, & glass products, manufacturing	N	N[2]	Y	Y	Y[12]	Y[13]	Y[14]
33	Primary metal industries	N	N[2]	Y	Y	Y[12]	Y[13]	Y[14]
34	Fabricated metal products; manufacturing	N	N[2]	Y	Y	Y[12]	Y[13]	Y[14]
35	Professional, scientific, & controlling instruments; photographic & optical goods; watches & clocks	N	N	N[2]	Y	25	30	N
39	Miscellaneous manufacturing	N	Y[2]	Y[2]	Y	Y[12]	Y[13]	Y[14]
	Transportation, communications, & utilities							
	Railroad, rapid rail transit, & street railroad transportation	N[3]	Y[4]	Y	Y	Y[12]	Y[13]	Y[14]
	Motor vehicle transportation	N[3]	Y	Y	Y	Y[12]	Y[13]	Y[14]
	Aircraft transportation	N[3]	Y[4]	Y	Y	Y[12]	Y[13]	Y[14]
	Marine craft transportation	N[3]	Y[4]	Y	Y	Y[12]	Y[13]	Y[14]
SLUCM NO.	***NAME***	***CLEAR ZONE***	***APZ I***	***APZ II***	***65-70***	***70-75***	***75-80***	***80+***
	Highway & street right-of-way	N[3]	Y	Y	Y	Y[12]	Y[13]	Y[14]
	Automobile parking	N[3]	Y[4]	Y	Y	Y[12]	Y[13]	Y[14]
	Communication	N[3]	Y[4]	Y	Y	25[15]	30[15]	N
	Utilities	N[3]	Y[4]	Y	Y	Y	Y[12]	Y[13]
	Other transportation, communication, & utilities	N[3]	Y[4]	Y	Y	25[15]	30[15]	N
	Trade							

	Wholesale Trade	N	Y[2]	Y	Y	Y[12]	Y[13]	Y[14]
	Retail trade-building materials, hardware, & farm equipment	N	Y[2]	Y	Y	Y[12]	Y[13]	Y[14]
	Retail trade-general merchandise	N	N[2]	Y[2]	Y	25	30	N
	Retail trade-food	N	N[2]	Y[2]	Y	25	30	N
	Retail trade-automotive, marine craft, & aircraft & accessories	N	N[2]	Y[2]	Y	25	30	N
	Retail trade-apparel & accessories	N	N[2]	Y[2]	Y	25	30	N
	Retail trade-furniture, home furnishings, & equipment	N	N[2]	Y[2]	Y	25	30	N
	Retail trade-eating & drinking establishments	N	N[2]	Y[2]	Y	25	30	N
	Other retail trade	N	N[2]	Y[2]	Y	25	30	N
	Services							
	Finance, insurance, & real estate services	N	N	Y[6]	Y	25	30	N
	Personal services	N	N	Y[6]	Y	25	30	N
	Cemeteries	N	Y[7]	Y[7]	Y	Y[12]	Y[13]	Y[14,21]
	Business services	N	Y[8]	Y[8]	Y	25	30	N
	Repair services	N	Y[2]	Y	Y	Y[12]	Y[13]	Y[14]
	Professional services	N	N	Y[6]	Y	20	30	N
	Hospitals, nursing homes	N	N	N	25*	30*	N	N
	Other medical facilities	N	N	N	Y	25	30	N
	Contract construction services	N	Y[6]	Y	Y	25	30	N
	Governmental services	N	N	Y6	Y*	25*	30*	N
	Educational services	N	N	N	25*	30*	N	N
	Miscellaneous services	N	N[2]	Y[2]	Y	25	30	N
70	**Cultural, entertainment, & recreational**							
71	Cultural activities (including churches)	N	N	N[2]	25*	30*	N	N
71.2	Nature exhibits	N	Y[2]	Y	Y*	N	N	N
72	Public assembly	N	N	N	Y	N	N	N
72.1	Auditoriums, concert halls	N	N	N	25	30	N	N
72.11	Outdoor music shells, amphitheaters	N	N	N	N	N	N	N
72.2	Outdoor sports arenas, spectator sports	N	N	N	Y[17]	Y[17]	N	N
73	Amusements	N	N	Y[8]	Y	Y	N	N
74	Recreational activities (inc. golf courses, riding stables, water recreation)	N	Y[8,9,10]	Y	Y*	25*	30*	N
75	Resort and group camps	N	N	N	Y*	Y*	N	N
76	Parks	N	Y[8]	Y[8]	Y*	Y*	N	N
79	Other cultural, entertainment, & recreation	N	Y[9]	Y[9]	Y*	Y*	N	N
80	**Resource production & extraction**							
SLUCM NO.	***NAME***	***CLEAR ZONE***	***APZ I***	***APZ II***	***65-70***	***70-75***	***75-80***	***80+***
81	Agriculture (except livestock)	Y	Y	Y	Y[18]	Y[19]	Y[20]	Y[20,21]
81.5-81.7	Livestock farming & animal breeding	N	Y	Y	Y[18]	Y[19]	Y[20]	Y[20,21]
82	Agricultural related activities	N	Y[5]	Y	Y[18]	Y[19]	N	N
83	Forestry activities & related services	N[5]	Y	Y	Y[18]	Y[19]	Y[20]	Y[20,21]
84	Fishing activities & related services	N[5]	Y[5]	Y	Y	Y	Y	Y
85	Mining activities & related services	N	Y[5]	Y	Y	Y	Y	Y
89	Other resource production & extraction	N	Y[5]	Y	Y	Y	Y	Y

The designation of these uses as "compatible" in this zone reflects individual Federal agencies, and program consideration of general cost and feasibility factors as well as past community experiences and program objectives. Localities, when evaluating the application of these guidelines to specific situations, may have different concerns or goals to consider.

LEGEND

SLUCM	Standard Land Use Coding Manual, U.S. Department of Transportation.
Y (YES)	Land Use and related structures are compatible without restriction.
N (NO)	Land Use and related structures are not compatible and should be prohibited.
NLR (NOISE LEVEL REDUCTION)	NLR (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure. See Appendix E, Vol. II.
25, 30, OR 35	Land use and related structures generally compatible; measures to achieve NLR of 25, 30, or 35 need to be incorporated into the design and construction of structures. See Appendix E, Vol. II.
25*, 30* and 35*	Land use generally compatible with NLR. However, measures to achieve an overall noise level reduction do not necessarily solve noise difficulties and additional evaluation is warranted.

NOTES

[1] Suggested maximum density 1-2 dwelling units per acre, possibly increased under a Planned Unit Development (PUD) where maximum lot coverage is less than twenty (20) percent.

[2] Within each land use category, uses exist where further definition may be needed due to the variation of densities in people and structures. (See Section 5.29.06,2)

[3] The placing of structures, buildings, or above-ground utility lines in the Clear Zone is subject to severe restrictions. In a majority of the Clear Zones, these items are prohibited. See Air Force Regulation 19-9 and Air Force Regulation 86-14 for specific guidance.

[4] No passenger terminals and no major above-ground transmission lines in APZ I.

[5] Factors to be considered; labor intensity, structural coverage, explosive characteristics, air pollution.

[6] Low-intensity office uses only. Meeting places, auditoriums, etc., not recommended.

[7] Excludes chapels.

[8] Facilities must be low intensity.

[9] Clubhouse not recommended.

[10] Areas for gathering of people are not recommended.

[11] a. Although local conditions may require residential use, it is discouraged in Ldn 65-70 and strongly discouraged in Ldn 70-75. An evaluation should be conducted prior to approvals, indicating that a demonstrated community need for residential use would not be met if development were prohibited in these zones and that there are no viable alternative locations.

b. Where the community determines the residential uses must be allowed, measures to achieve outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB (Ldn 65-70) and 30 dB (Ldn 70-75) should be incorporated into building codes and be considered in individual approvals. Normal construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10, or 15 dB over standard construction and normally assume mechanical ventilation and closed windows year-round. Additional consideration should be given to modifying NLR levels based on peak noise levels.

c. NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design, and use of berms and barriers can help mitigate outdoor exposure particularly from near ground level sources. Measures that reduce noise at a site should be used whenever practical in preference to measures which only protect interior spaces.

[12] Measures to achieve NLR of 25 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

[13] Measures to achieve NLR of 30 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

[14] Measures to achieve NLR of 35 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

[15] If noise sensitive, use indicated NLR; if not, the use is compatible.

[16] No buildings.

[17] Land use compatible, provided special sound reinforcement systems are installed.

[18] Residential buildings require a NLR of 25.

[19] Residential buildings require a NLR of 30.

[20] Residential buildings not permitted.

[21] Land use not recommended, built if community decides use is necessary, hearing protection devices should be worn by personnel.

2. CONCENTRATIONS OF PERSONS PER ACRE STANDARD

Uses are compatible if they do not result in a gathering of individuals in an area that would result in an average density of greater than 25 persons per acre per hour during a 24-hour period, not to exceed 50 persons per acre at any time.

A. Average densities of persons per hour during a 24-hour period are determined by calculating the number of persons per acre expected on a site, multiplying by the number of hours they will be on the site, and dividing the total by 24.
B. The maximum number of persons allowed per acre per hour is calculated by dividing the number of hours persons will be on the site by 24 hours, and then dividing 25 persons per acre per hour by the result. The resulting number is the maximum number of persons allowed per acre per hour, provided it does not exceed 50. Fifty persons per acre at any one time is the maximum number of persons allowed under the standard.
C. Application of this formula results in the following table which specifies the maximum persons per acre per hour for the duration of time that persons are expected to be on site during a 24-hour period.

Hours of Operation Per Day	**Max. Persons Allowed[1] per Acre/ During Each Hour**
24	25
23	26
22	27
21	28
20	30
19	31
18	33
17	35
16	37
15	40
14	42
13	46
12 or less	50[2]

[1] Fractions in the maximum number of persons allowed column are rounded to the lowest whole number.
[2] Concentrations of persons per acre cannot exceed 50 persons per acre at any time.

5.29.07 STANDARDS FOR THE AREA WITH HEIGHT AND OBSTRUCTION CRITERIA (HO)

1. HEIGHT AND OBSTRUCTIONS CRITERIA

This section establishes criteria for determining whether an object of structure is an obstruction to air navigation. Obstructions to air navigation are considered to be:

A. Natural objects or man-made structures that protrude above the planes or surfaces as defined in the following paragraphs; and/or
B. Man-made objects that extend more than 500 feet above the ground at the site of the structure.

2. LAND USE RESTRICTIONS

The land areas outlined herein are regulated to prevent uses which might otherwise be hazardous to aircraft operations. The following uses are therefore prohibited in these areas:

A. Uses which release into the air any substance which would impair visibility or otherwise interfere with the operation of aircraft (i.e. steam, dust, and smoke).
B. Uses which produce light emissions, either direct or indirect (reflective), which would interfere with pilot vision.
C. Uses which produce emissions which would interfere with aircraft communications systems or navigational equipment.
D. Uses which would attract birds or waterfowl, such as but not limited to, operations of sanitary landfills, maintenance of feeding stations, or the growing of certain vegetation.

3. HEIGHT RESTRICTIONS

To obtain a permit per Section 5.29.04,3, the applicant shall, in addition, submit calculations which show that the proposed project will meet the height restriction criteria of FAA Part 77 as described, in part, by the information contained in Section 5.29.07.

A. COORDINATES AND ELEVATIONS

Offutt Air Force Base, Nebraska:
Average Field Elevation – 1010' MSL
Coordinates 30L – Lat 41° 06' 35" N
- Long. 95º 53' 31"W
12R – Lat 41º 07' 45" N
- Long 95º 55' 29" W

B. AIR SPACE CONTROL SURFACE PLAN
(Graphic)

4. EXPLANATION OF TERMS AND DEFINITIONS

The following additional words and phrases are explained or defined for the purposes of Section 5.29.07:

Controlling Elevation – Whenever surfaces or planes within the obstructions criteria overlap, the controlling (or governing) elevation becomes that of the lowest surface or plane.

Runway Length – Offutt Air Force Base has two runways, 11,700 feet of pavement designed and built for sustained aircraft landings and takeoffs.

Established Airfield Elevation – The elevation, in feet above mean sea level (MSL) for Offutt Air Force Base is 1010 feet.

Dimensions – All dimensions are measured horizontally unless otherwise noted.

Primary Surface – This surface defines the limits of the obstruction clearance requirements in the immediate vicinity of the landing area. The Primary Surface comprises surfaces of the runways, runway shoulders, and lateral safety zones. The length of the primary surface is the same as the runway lengths 11,700 feet and 11,700 feet respectively. The width of the primary surface for a single runway is 2,000 feet or 1,000 feet on each side of the runway centerline.

Clear Zone Surface – This surface defines the limits of the obstruction clearance requirements in the vicinity contiguous to the end of the primary surface. The length and width (for a single runway) of the clear zone surface is 3,000 feet and 3,000 feet.

Approach-Departure Clearance Surface – This surface is symmetrical about the runway centerline extended, begins as an inclined plane (glide angle) 200 feet beyond each end of the primary surface of the centerline elevation of the runway end, and extends for 50,000 feet. The slope of the approach-departure clearance surface is 50:1 along the extended runway (glide angle) centerline until it reaches an elevation of 500 feet above the established airfield elevation. It then continues horizontally at this elevation to a point 50,000 feet from the start of the glide angle. The width of this surface at the runway end is 2,000 feet; it flares uniformly, and the width at 50,000 is 16,000 feet.

Inner Horizontal Surface – This surface is a plane, oval in shape at a height of 150 feet above the established airfield elevation. It is constructed by scribing an arc with a radius of 7,500 feet above the centerline at the end of the runway and interconnecting these arcs with tangents.

Conical Surface – This is an inclined surface extending outward and upward from the outer periphery of the inner horizontal surface for a horizontal distance of 7,000 feet to a height of 500 feet above the established airfield elevation. The slope of the conical surface is 20:1.

Outer Horizontal Surface – This surface is a plane located 500 feet above the established airfield elevation. It extends for a horizontal distance of 30,000 feet from the outer periphery of the conical surface.

Transitional Surface – These surfaces connect the primary surfaces, clear zone surfaces, and approach-departure clearance surfaces to the outer horizontal surface, conical surface, other horizontal surface, or other transitional surfaces. The slope of the transitional surface is 7:1 outward and upward at right angles to the runway centerline. To determine the elevation for the beginning of the transitional surface slope at any point along the lateral boundary of the primary surface, including the Clear Zone, draw a line from this point to the runway centerline. This elevation at the runway centerline is the elevation for the beginning of the 7 to 1 slope.

5.29.08 NONCONFORMING USE

1. A structure or the use of a structure or premises which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provision of this ordinance may be continued subject to the following conditions:

   A. No such use or substantial improvement of that use shall be expanded, changed, enlarged, or altered in a way which increases its nonconformity.

   B. If such use is discontinued for 365 calendar days, any future use of the building or premises shall conform to this ordinance.

   C. Uses or adjuncts thereof, which are or become nuisances, shall not be entitled to continue as nonconforming uses.

2. If any nonconforming use or structure is destroyed by any means, it shall not be reconstructed if the cost is more than sixty (60) percent of the market value of the structure before the damage occurred, except that if it is reconstructed in conformity with the provisions of this ordinance.

Section 5.30 FF/FW Flood Plain District (Overlay District)

5.30.01 Statutory Authorization, Findings of Fact and Purposes

1. Statutory Authorization

The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety and general welfare. The Legislature, in Sections 31-1001 to 31-1022, R.R.S. 1943 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city or village with zoning jurisdiction over the flood-prone area. Therefore, City Council of Bellevue, Nebraska, ordains as follows:

2. Findings of Fact

A. Flood Losses Resulting from Periodic Inundation

The flood hazard areas of Bellevue, Nebraska, are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare.

B. General Causes of the Flood Losses

These flood losses are caused by: (1) The cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, (2) The occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others, which are inadequately elevated or otherwise unprotected from flood damages.

C. Methods Used to Analyze Flood Hazards

This ordinance uses a reasonable method of analyzing flood hazards which consists of a series of interrelated steps.

i. Selection of a regulatory flood which is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood is selected for this ordinance. It is representative of large floods which are reasonably characteristic of what can be expected to occur on the particular streams subject to this ordinance. It is in the general order of a flood which could be expected to have a one percent (1%) chance of occurrence in any one year, as delineated on the Federal Insurance Administration's Flood Insurance Study, and illustrative materials dated May 3, 2010 as amended.

ii. Calculation of water surface profiles based on a hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the base flood.

iii. Computation of the floodway required to convey this flood without increasing flood heights more than 1 foot at any point.

iv. Delineation of floodway encroachment lines within which no obstruction is permitted which would cause any water surface increase along the floodway profile.

v. Delineation of floodway fringe, i.e., that area outside the floodway encroachment lines, but which still is subject to inundation by the base flood.

3. Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize those losses described in Section 5.30.01,2,A by applying the provisions of this ordinance to:

A. Restrict or prohibit uses which are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.

B. Require that uses vulnerable to floods, including public facilities which serve such uses, be provided with flood protection at the time of initial construction.

C. Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard.

D. Assure that eligibility is maintained for property owners in the community to purchase flood insurance in the National Flood Insurance Program.

5.30.02 General Provisions

1. Lands to which Ordinance Applies

This ordinance shall apply to all lands within the jurisdiction of the City of Bellevue that are subject to a 1% or greater chance of flooding in any given year, now or in the future, as identified as numbered and unnumbered A Zones (including AE, AO and AH Zones) on the effective Flood Insurance Rate Map (effective FIRM) dated May 3, 2010, or best available data as determined by more recent hydrologic and

hydraulic studies completed or approved by the City or other government agency. Requirements established in Section 5.30.04 of this ordinance shall apply to the Zoning Districts FW and FF based on the most restrictive information available. In all areas covered by this ordinance no development shall be permitted except upon the issuance of a floodplain permit to develop, granted by the City Council or its duly designated representative under such safeguards and restrictions as the City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Sections 5.30.05, 5.30.06, 5.30.07.

2. The Enforcement Officer
The Planning ~~Director~~ Manager of the community is hereby designated as the community's duly designated Enforcement Officer under this Ordinance.

3. Rules for Interpretation of District Boundaries
The boundaries of the floodway and flood fringe overlay districts shall be determined by scaling distances on the official zoning map, the Flood Insurance Rate Map or Floodway Map, or on the Digital Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the official zoning map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions, the Enforcement Officer shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the flood fringe overlay district boundary on the land. The location of the floodway overlay district boundary may be based on a map completed or approved by the City or other government agency, provided the boundary is not less restrictive than that shown on the effective FIRM. The person contesting the location of the district boundary shall be given a reasonable opportunity to present his case to the Board of Adjustment and to submit his own technical evidence, if he so desires.

4. Compliance
Within identified special flood hazard areas of this community, no development shall be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

5. Abrogation and Greater Restrictions
It is not intended by this ordinance to repeal, abrogate or impair any existent easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provision of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

6. Interpretation
In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

7. Warning and Disclaimer of Liability
The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This ordinance shall not create liability on the part of Bellevue or any officer or employee thereof for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

8. Severability
If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

9. Appeal
Where a request for a permit to develop or a variance is denied by the enforcement officer the applicant may apply for such permit or variance directly to the Board of Adjustment.

5.30.03 Development Permit

1. Permit Required

No person, firm or corporation shall initiate any floodplain development or substantial improvement or cause the same to be done without first obtaining a separate permit for development as defined in Section 5.30.12.

2. Administration

A. The Enforcement Officer is hereby appointed to administer and implement the provisions of this ordinance.

B. Duties of the Enforcement Officer shall include, but not be limited to:

i. Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this ordinance have been satisfied.

ii. Review applications for proposed development to assure that all necessary permits have been obtained from those Federal, state or local governmental agencies from which prior approval is required.

iii. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.

iv. Notify adjacent communities, the U.S. Army Corps of Engineers, and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.

v. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

vi. Verify, record and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures in special flood hazard areas.

vii. Verify, record and maintain record of the actual elevation (in relation to mean sea level) to which new or substantially improved structures have been flood proofed.

viii. When flood proofing is utilized for a particular structure the Enforcement Officer shall be presented certification from a registered professional engineer or architect.

ix. Facilitate the approval of new Flood Insurance Rate Maps or best available data as necessary.

x. Maintain records of all floodplain development permits and or building permits within the floodway or flood fringe overlay district to ensure that structures are not substantial improvements.

xi. Filling of the floodway fringe associated with new development within the Papillion Creek System shall be limited to 25% of the floodway fringe in the floodplain development application project area, unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a restricted fill zone. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction.

3. Application for Permit

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:

A. Identify and describe the development to be covered by the floodplain development permit.

B. Describe the land on which the proposed development is to be done by lot, block, tract and house and street address, or similar description that will readily identify and definitely locate the proposed building or development.

C. Indicate the use or occupancy for which the proposed development is intended.

D. Be accompanied by plans and specifications for proposed construction, including but not limited to the following information: 1) existing (natural) grades, 2) proposed grades as a result of proposed development, 3) the proposed lowest floor elevation and any higher floor elevations, including attached garage, of any proposed structures, 4) the lowest and highest adjacent grades next to any proposed structures, 5) the most restrictive base flood elevation nearest the proposed development.

E. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

F. Give such other information as reasonably may be required by the Enforcement Officer.

5.30.04 Establishment of Zoning Districts

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: A floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study, effective FIRM, or best available data. The zoning districts created by this ordinance overlie other zoning districts and place additional restrictions upon the manner in which lands in such underlying district may be used. Within these districts all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

5.30.05 Standards for Floodplain Development

1. No permit for development shall be granted for new construction, substantial improvements and other development(s) including the placement of manufactured homes within all numbered and unnumbered A zones (including AE, AO, and AH zones) unless the conditions of this Section are satisfied.

2. All areas identified as unnumbered A zones on the effective FIRM or best available data are subject to inundation of the base flood; however, the water surface elevation was not provided. The unnumbered A zones shall be subject to all development provisions of Section 5.30.06. If Flood Insurance Study data is not available, the community shall utilize any base flood elevation or floodway data currently available from Federal, State or other sources.

3. Until a floodway has been designated, no development or substantial improvement may be permitted within special flood hazard areas unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown on the effective FIRM or best available data.

4. New construction, subdivision proposals, substantial improvements, prefabricated buildings, placement of manufactured homes and other developments shall require:
   A. Design or anchorage to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
   B. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination.
   C. Construction with materials resistant to flood damage, utilizing methods and practices that minimize flood damages, and with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
   D. All electrical equipment and sanitary facilities, including circuits, installed electric appliances, toilets, sinks, drains, in new developments and substantial improvements shall be located so as to not be subject to flooding or shall be flood proofed to prevent damage resulting from flood levels exceeding the base flood elevation by one foot. Backflow valves shall be installed on all septic lines leading from the structure.

5. Storage of Material and Equipment
   A. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal or plant life is prohibited.
   B. Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

6. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, be required to assure that (a) all such proposals are consistent with the need to minimize flood damage, (b) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located, elevated and constructed to minimize or eliminate flood damage, (c) adequate drainage is provided so as to reduce exposure to flood hazards, and (d) proposals for development (including proposals for manufactured home parks and subdivision) of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals the base flood elevation.

5.30.06 Flood Fringe Overlay District – (Including AO and AH Zones)

1. Permitted Uses

Any use permitted in Section 5.30.07 shall be permitted in the Flood Fringe Overlay District. No use shall be permitted in the district unless the standards of Section 5.30.05 are met.

2. Standards for the Flood Fringe Overlay District

A. Require new construction or substantial improvements of residential structures to have the lowest floor, including basement, elevated to or above **one (1) foot** above the highest base flood elevation available, now or in the future.

B. Require new construction or substantial improvements of non-residential structures to have the lowest floor, including basement, elevated to or above **one (1) foot** above the highest base flood elevation available, now or in the future, or, together with attendant utility and sanitary facilities, to be floodproofed so that below that level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Enforcement Officer as set forth in Section 5.30.03, 2, B, vii.

C. Require all new construction and substantial improvements having fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be not higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. The area below lowest floor subject to flooding shall be a maximum of four (4) feet in height measured from the bottom of the floor joists, unless used for parking of vehicles.

D. All electrical equipment and sanitary facilities, including circuits, installed electric appliances, toilets, sinks, drains, in new developments and substantial improvements shall be located so as to not be subject to flooding or shall be flood proofed to prevent damage resulting from flood levels exceeding the highest base flood elevation available, now or in the future, by one foot. Backflow valves shall be installed on all septic lines leading from the structure.

E. Within AH zones adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

F. Manufactured Homes

i. All manufactured homes shall be anchored to resist floatation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top frame ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:

a. Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;

b. Frame ties be provided at each corner of the home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;

c. All components of the anchoring system be capable of carrying a force of 4,800 pounds; and

d. Any additions to the manufactured home be similarly anchored.

ii. Require that all manufactured homes to be placed or substantially improved within special flood hazard areas on the community's FIRM on sites:

a. Outside of a manufactured home park or subdivision,

b. In a new manufactured home park or subdivision,

c. In an expansion to an existing manufactured home park or subdivision, or

d. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood.

Such homes shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above **one (1) foot** above the base flood elevation; and be securely

anchored to an adequately anchored foundation system in accordance with the provisions of Section 5.30.06,2, F, i.

iii. Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas on the community's FIRM that are not subject to the provisions of Section 5.30.06,2, F, ii. be elevated so that either:

a. The lowest floor of the manufactured home is at or above **one (1) foot** above the base flood elevation, or

b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section 5.30.06,2, F, i.

G. Recreational vehicles placed on sites within the special flood hazard areas on the community's official map shall either (i) be on the site for fewer than 180 consecutive days between April 1 and October 31and be fully licensed and ready for highway use, or (ii) meet the permit requirements and the elevation and anchoring requirements for "manufactured homes" of this ordinance. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions.

H. Located within the areas of special flood hazard established in Section 5.30.02, 1 are areas designated as AO Zones. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply within AO Zones:

i. All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as **one (1) foot** above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).

ii. All new construction and substantial improvements of non-residential structures shall:

a. Have the lowest floor elevated above the highest adjacent grade at least as high as **one (1) foot** above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or

b. Together with attendant utility and sanitary facilities be completely flood proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Such certification shall be provided to the official as set forth in Section 5.30.03, 2, B, vii.

iii. Adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

5.30.07 Floodway Overlay District

1. Permitted Uses

Only uses having a low flood-damage potential and not obstructing flood flows shall be permitted within the Floodway District to the extent that they are not prohibited by any other ordinance. The following are recommended uses for the Floodway District:

A. Open space uses not requiring a closed building, such as agricultural cropland, livestock feeding and grazing, or open public and private recreation areas.
B. Wire fences or other appurtenances may be constructed which would not constitute an obstruction or debris-catching obstacle to the passage of flood waters.
C. Railroads, streets, bridges, public utility wire and pipelines for transmission and local distribution.
D. Commercial excavation of materials from pits, strips, or pools; provided, that no stockpiling of materials, products or overburden shall be such as to create a potential restriction to the passage of flood waters.
E. Non-restrictive improvements in stream channel alignment, cross section, and capacity in the normal maintenance thereof.
F. Uses of a type not appreciably damaged by flood waters; provided, no new structures for human habitation shall be permitted.
G. Recreational vehicles may be placed on sites within the floodway and shall be on the site for fewer than 180 consecutive days between April 1 and October 31 and be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions. In all cases, the recreational vehicle must comply with the requirements of Section 5.30.06. Recreational Vehicles shall not be allowed on any site between November 1 through March 31.

2. Standards for the Floodway Overlay District

New structures for human habitation are prohibited. All encroachments, including fill, new construction, substantial improvements and other development shall be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during occurrence of the base flood discharge. These uses are subject to the standards of Sections 5.30.05 and 5.30.06. In unnumbered A zones flood elevation and floodway data shall be obtained, reviewed and be reasonably utilized from any Federal, State or other sources in meeting the standards of this section.

5.30.08 Variance Procedures

1. The Board of Adjustment as established by the City Council shall hear and decide appeals and requests for variances from the requirements of this ordinance.

2. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Enforcement Officer in the enforcement or administration of this ordinance.

3. Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in 19-912, R.R.S. 1943.

4. In passing upon such applications, the Board of Adjustment shall consider all technical evaluation, all relevant factors, standards specified in other sections of this ordinance, and:

A. The danger that materials may be swept onto other lands to the injury of others;
B. The danger to life and property due to flooding or erosion damage;
C. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
D. The importance of the services provided by the proposed facility to the community;
E. The necessity to the facility of a waterfront location, where applicable;
F. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
G. The compatibility of the proposed use with existing and anticipated development;

H. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

I. The safety of access to the property in times of flood for ordinary and emergency vehicles;

i. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,

ii. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

5. Conditions for Variances

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (5B-5F below) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any designated floodway if any increase in flood levels along the floodway profile during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

E. Variances shall only be issued upon (1) a showing of good and sufficient cause, (2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

F. The applicant shall be given a written notice over the signature of a community official that (1) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25.00 for $100 of insurance coverage and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

5.30.09 Nonconforming Use

1. A structure or the use of a structure or premises which was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this ordinance may be continued subject to the following conditions:

A. No such structure or use shall be expanded, changed, enlarged or altered in a way which increases its nonconformity.

B. If such use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this ordinance.

C. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.

2. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places, provided that the alteration shall not preclude its continued designation.

5.30.10 Penalties for Violation

Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its

requirements shall upon conviction thereof be fined not more than $500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

Nothing herein contained shall prevent the City Council or other appropriate authority from taking such other lawful action is as necessary to prevent or remedy any violation.

5.30.11 Amendments

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the Bellevue Area. At least ten days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Federal Emergency Management Agency. The regulations of this ordinance are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the 1983 Nebraska Flood Plain Management Act.

5.30.12 Definitions

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this Ordinance its most reasonable application.

1. **Appeal** means a request for a review of the Enforcement Officer's interpretation of any provision of this ordinance or a request for a variance.

2. **Area of Shallow Flooding** means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

3. **Base Flood** means the flood having one percent chance of being equaled or exceeded in any given year.

4. **Basement** means any area of the building having its floor subgrade (below ground level) on all sides.

5. **Best Available Data** means any hydrologic and hydraulic studies which result in a base flood elevation, now or in the future, that is higher than that shown on the Effective FIRM or Effective FIS. Such study must be completed or approved by the City or other government agency.

6. **Development** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

7. **Existing Construction** means (for the purposes of determining rates) structures for which the "start of construction" commenced before the effective date of the FIRM. "Existing construction" may also be referred to as "existing structures."

8. **Existing Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

9. **Expansion of Existing Manufactured Home Park or Subdivision** the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

10. **Flood or Flooding** means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) The overflow of inland or tidal waters. (2) The usual and rapid accumulation of runoff of surface waters from any source.

11. **Flood Fringe** is that area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year).

12. **Flood Insurance Rate Map (FIRM)** means an official map of a community, on which the Administrator has delineated both the special flood hazards areas and the risk premium applicable to the community.

13. **Flood Insurance Study (FIS) or Effective FIS** is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

14. **Floodplain** means any land area susceptible to being inundated by water from any source (see definition of "flooding").

15. **Floodway or Regulatory Floodway** means the channel of the river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

16. **Freeboard** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

17. **Highest Adjacent Grade** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

18. **Historic Structure** means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

19. **Lowest floor** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

20. **Manufactured Home** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

21. **Manufactured Mobile Home Park or Subdivision** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

22. **New Construction** For floodplain management purposes, "new construction" means structures for which the "start of construction commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

23. **New Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

24. **Overlay District** is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

25. **100-Year Flood** means the condition of flooding having one-percent chance of annual occurrence.

26. **Principally above Ground** means that at least 51 percent of the actual cash value of the structure is above ground.

27. **Recreational Vehicle** means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projection; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

28. **Regulatory Flood Elevation** means the water surface elevation of the 100-year flood.

29. **Special Flood Hazard Area** is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

30. **Start of Construction** [for other than new construction or substantial improvements under the coastal Barrier Resources Act (Pub. L. 97-348)] includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

31. **Structure** means a walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.

32. **Substantial Damage** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

33. **Substantial Improvement** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

34. **Variance** means a grant of relief to a person from the terms of a floodplain management ordinance.

35. **Violation** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. ***(Ord. No. 3692, Dec. 10, 2012)***

Section 5.31 OTO Olde Towne Overlay District

5.31.01 Intent:

This zone is designed to provide for flexibility to existing residential structures in the Olde Towne area and also aid in the implementation of the Olde Towne Vision Plan.

5.31.02 Permitted Uses:

1. Any principal uses permitted in the Primary Zoning District to which the Olde Towne Overlay District classification is appended when established according to the regulations and provisions of the primary zoning district

5.31.03 Conditional Uses:

1. Any conditional use permitted in the primary zone to which the Olde Towne Overlay District is appended when established according to the rules and conditions of the primary district.

5.31.04 Permitted Accessory Uses:

1. Any permitted accessory use allowed in the primary district to which the Olde Towne Overlay District is appended when established according to the rules and conditions of the primary district.

5.31.05 Space Limits:

1. *Yard Space Encroachments:* Covered porches, decks, patios, or terraces, attached to the front of a single family dwelling and no higher than thirty (30) inches above grade, may extend up to ten (10) feet into a front yard setback. A covered porch, deck, patio, or terrace shall not be enclosed by walls, windows, screens or other material in such a manner that this material extends more than 36 inches above the floor of the porch, deck, patio or terrace.
2. *Nonconforming lots:* A single family dwelling and its permitted accessory buildings may be erected on a single lot in the "Olde Towne Overlay District" which was platted prior to the effective date of this ordinance. This provision shall apply even though such lot fails to meet the requirement for width that is applicable in the zoning district, provided that the other setback and area requirements for the zoning district are met.

5.31.06 Procedure:

1. The Olde Towne Overlay District shall be appended to a primary district in the same manner in which zoning map changes are made and shall have the effect of modifying the uses allowed on the specific site or zoning lot.

5.31.07 Miscellaneous Provisions:

1. All miscellaneous provisions of the primary district to which the Olde Towne Overlay District is appended shall apply.
2. The minimum front yard setback shall be 0' and the maximum front yard setback shall be 10' for the following properties:

   Lots 1 through 3, Civic Center Plaza
   Lots 1 through 6, Block 127, Bellevue
   Lots 1 through 6, Block 128, Bellevue
   Lots 1 through 6, Block 176, Bellevue
   Block 181, Bellevue
   Lots 1 through 4, 4A, 5A, 5B, 6A, and 6B, Block 197, Bellevue
   Lots 1 through 4, Block 248, Bellevue
   Lots 1 and 2, Whitfield's Addition Replat One
   Lots 1 and 2, Longo Replat

   No city block within the properties listed shall have more than 50% of its buildings constructed at a setback greater than the minimum setback.
3. For new residential construction, site plan approval shall be required for the following properties:
   Lots 1 and 2, Robinson's Addition
   Lots 1 and 2, Warsing Addition
   Lots 1 and 2, Holsapple's Replat
   Lots 11 and 12, Block 127, Bellevue
   Lots 8 through 12, Block 176, Bellevue

Lots 9 through 12, Block 197, Bellevue

Residential setbacks for these properties are variable and shall only be approved through the site plan process.

Site plan approval shall not apply to additions on to a residential structure existing at the adoption of this ordinance.

(Ord. No. 3849, June 13, 2016)

Section 5.32 CO Conservation Overlay District

5.32.01 Intent:

The intent of this overlay district is to protect the urban forests and environmentally sensitive lands along the Missouri River in Bellevue and its jurisdiction and other lands that may be identified as environmentally sensitive and needing protection. The overlay is not intended to eliminate specific uses from this portion of Bellevue but to limit uses or encourage developments sensitive to the environment.

5.32.02 Purpose:

The purpose of this overlay district is to provide additional criteria in the urban forests of Bellevue's jurisdiction and along the identified streams and rivers, and other lands that may be identified as environmentally sensitive and needing protection. This overlay district does not limit specific uses; these shall be controlled by the underlying districts. This overlay only works to prescribe certain conditions in regard to setback from the creek/river, slope, and sensitive soils. Applicants are required to demonstrate specific conditions prior to approval of any requested use including any uses that are considered as permitted and/or as conditional uses.

The requirements of this overlay district include a number of mechanical testing and monitoring techniques as well as common sense practical conservation methods. The combination of these two approaches is intended to create areas of Bellevue where a mixture of desirable uses can be established and/or expanded, while maintaining and conserving natural areas.

5.32.03 Specific Conditions Required:

The following are specific requirements/guidelines for placing any intensive use within this overlay district.

1. Subdivisions for purposes of this district shall mean anytime a rezoning is approved for the purpose of increasing the density in any District for development.
2. No new subdivisions shall be platted within this overlay unless developments are supplied by a regional system or rural water district and are required to construct a central distribution system to supply water to the individual lots of the development.
    A. The central water system shall meet all city, county, state, and federal guidelines.
    B. The developer shall demonstrate that the proposed central water system will not create an impact upon existing properties and wells surrounding the development.
    C. The central water system shall be designed to provide fire protection flows to the development.
3. Subdivision developments will be required to maintain a minimum of 15% of the development in green space.
    A. Subdivisions shall meet all requirements in the Subdivision Regulations and the items within this Section.
    B. A subdivision may clear 15% of all tree cover and/or natural ground cover such as prairie grasses for individual lots that are constructing a structure or structures. The necessary ground cover may be disturbed for constructing streets and infrastructure.
    C. The developer shall provide the City with a site plan and construction plan for such developments.
    D. All required green space will be required to be held in an easement and made part of a homeowner's association agreement, the developer, or another authorized organization or agency.
4. Parcel where 15% or more of the land area is in tree cover and/or natural ground cover such as prairie grasses, only 15% of the sites tree cover and/or ground cover may be disturbed for purposes of constructing a structure or structures.
5. All other uses including commercial and industrial developments shall be required to meet the requirements of this Section.
6. No construction on slopes of 15% or more shall be allowed in this overlay district.
7. Wetlands within this area shall not be disturbed or mitigated and shall be maintained and conserved as part of any construction project.

5.32.04 Approval:

Approval of an application within this overlay district shall only occur upon the applicant complying with and meeting the requirements of this Section. Failure to meet the requirements and conditions of this Section shall result in an application being denied.

Section 5.33 FGZ Federal Government / Non-Regulated

5.33.01 Intent: This district has been established to recognize those areas of Bellevue that are regulated by the Federal Government and are exempt from local zoning regulations. Areas include Offutt Air Force Base and related base housing.

Section 5.34 Schedule of Lot and Area Requirements

ZONING DISTRICT	MINIMUM LOT AREA		MIN. YARD SETBACK (feet)				MAX. HEIGHT (ft)	MAX. GROUND COVERAGE INCLUDING ACCESSORY BUILDING(s)
	LOT AREA (sq ft or acres)	LOT WIDTH (ft)	FRONT	STREET SIDE	SIDE	REAR		
AG: Agricultural								
Residential	20 acres	150	35	25	20	35	35	
dwellings	20 acres	150	35	25	20	35	35	10%
Other Permitted	20 acres	150	35	25	20	35	35	
Uses	-	-	35	25	20	20	35	
Conditional Uses								
Accessory Uses								
RA: Residential Agriculture	5 acres	150	35	25	20	35	35	
Residential	5 acres	150	35	25	20	35	35	15%
dwellings	5 acres	150	35	25	20	35	35	
Other Permitted	-	-	35	25	20	35	15+	
Uses								
Conditional Uses								
Accessory Uses								
RE: Residential ~~Agriculture~~ **Estates**	1 acre+	120	35	25	20	35	35	
Residential	1 acre+	120	35	25	20	35	35	20%
dwellings	1 acre+	120	35	25	20	35	35	
Other Permitted	-	-	35	25	5	5	15+	
Uses								
Conditional Uses								
Accessory Uses								
RS-120 Single-Family Residential	12,000+	80	35	20	10	35	35	
Residential	12,000+	80	35	20	10	35	35	25%
dwellings	12,000+	80	35	20	10	35	35	
Other Permitted	-	-	35	20	5	5	15+	
Uses								
Conditional Uses								
Accessory Uses								
RS-84 Single-Family Residential	8,400+	70	25+	20	10+	35+	35	
Residential	8,400+	70	25+	20	10+	35+	35	30%
dwellings	8,400+	70	25+	20	10+	35+	35	
Other Permitted	-	-	25+	20	5	5	15+	
Uses								
Conditional Uses								
Accessory Uses								
RS-72 Single-Family Residential	7,200	65	25+	20	7+	35+	35	
Residential	7,200	65	25+	20	7+	35+	35	30%
dwellings	7,200	65	25+	20	7+	35+	35	
Other Permitted	-	-	25+	20	5	5	15+	
Uses								
Conditional Uses								
Accessory Uses								
RD-60 Duplex Residential	6,000	65	25+	15	5	35+	35	
Single-family	6,000	45	25+	15	10+	35+	35	
Dwelling	12,000	80	25+	15	5	35+	35	40%
Single-family	6,000	65	25+	15	5	35+	35	
Attached	6,000	65	25+	15	5	35+	35	
Two-family	-	-	25+	15	5	5	15+	
Dwelling								
Other Permitted								
Uses								
Conditional Uses								
Accessory Uses								
RG-50 General Residential	5,000	50	35	15	5	25	35	
Single-family	5,000 per	45 per unit	35	15	10+	25	35	
Dwelling	unit	75	35	15	5	25	35	
Single-family	10,000	75	35	15	10	25	35	50%
Attached	5,000 per	50	35	15	5	25	35	
Two-family	unit	50	35	15	5	25	35	
Dwelling	5,000	-	35	15	5	5	15+	
Res. Buildings not more than four dwelling units+	5,000	-						
Other Permitted								
Uses								
Conditional Uses								
Accessory Uses								
RG-28 General Residential	5,000	50	35	15	5	20	35	
Single-family	5,000 per	50 per unit	35	15	5+	20	35	
Dwelling	unit	50	35	15	5	20	35	
Single-family	10,000	50	35	15	5	20	35	60%
Attached	2,800 per	50	35	15	5	20	35	
	unit	50	35	15	5	20	35	

Two-family Dwelling Multi-family Dwelling+ Other Permitted Uses Conditional Uses Accessory Uses	5,000 5,000 -	-	35	15	5	5	15+	
RG-20 General Residential Single-family Dwelling Single-family Attached Two-family Dwelling Multi-family Dwelling+ Other Permitted Uses Conditional Uses Accessory Uses	5,000 5,000 per unit 10,000 2,000 per unit 5,000 5,000 -	40 40 per unit 40 40 40 -	35 35 35 35 35 35	10 10 10 10 10 10	5 5+ 5 5 5 5	10 10 10 10 10 5	75 75 75 75 75 75	80%

+Note: Additional requirements apply for these uses, refer to the specific district for details.
Additional requirements may apply to a Zoning District, please refer to the specific district, the General Requirements and the Supplemental Regulations for more information.

ZONING DISTRICT	MINIMUM LOT AREA		MIN. YARD SETBACK (feet)				MAX. HEIGHT (ft)	MAX. GROUND COVERAGE INCLUDING ACCESSORY BUILDING(s)
	LOT AREA (sq ft or acres)	LOT WIDTH (ft)	FRONT	STREET SIDE	SIDE	REAR		
RG-8 General Residential								
Single-family Dwelling	5,000	40	25	5	3	10	None	
Single-family Attached	5,000 per	40 per unit	25	5	3+	10	None	
Two-family Dwelling	unit	40	25	5	3	10	None	
Multi-family Dwelling+	10,000	40	25	5	3	10	None	90%
Other Permitted Uses	800 per	40	25	5	3	10	None	
Conditional Uses	unit	40	25	5	3	10	None	
Accessory Uses	5,000	-	25	5	3	5	None	
	5,000							
	-							
M: Modified Residential	- See Underling Zoning District and appropriate section for regulations -							
~~PUD: Planned Unit Development~~ **PS: Planned Subdivision District**	- See Underling Zoning District and appropriate section for regulations -							
PO: Parking Overlay	- See Underling Zoning District and appropriate section for regulations -							
MU: Mixed Use	- See Underling Zoning District and appropriate section for regulations -							
BN: Neighborhood Business								
Permitted Uses	7,500	50	25	25+	5+	20	25	
Conditional Uses	7,500	50	25	25+	5+	20	25	70%
Accessory Uses	-	-	25	25+	5+	20	25	
BNH: Heavy Neighborhood Business								
Permitted Uses	7,500	50	25	25+	5+	20	25	
Conditional Uses	7,500	50	25	25+	5+	20	25	70%
Accessory Uses	-	-	25	25+	5+	20	25	
BG: General Business								
Permitted Uses	None	None	None	None	5+	10	75+	
Conditional Uses	None	None	None	None	5+	10	75+	95%
Accessory Uses	-	-	None	None	5+	10	75+	
BGM: Metropolitan General Business								
Permitted Uses	None+	None	None	None	None	None	+	
Conditional Uses	None+	None	None	None	None	None	+	100%
Accessory Uses	-	-	None	None	None	None	+	
BGH: Heavy General Business								
Permitted Uses	None	None	None	None	None	None	55	
Conditional Uses	None	None	None	None	None	None	55	100%
Accessory Uses	-	-	None	None	None	None	55	
PCO: Planned Center Overlay	- See Underling Zoning District and appropriate section for regulations -							
FX: Flex Space								
Permitted Uses	10,000	50	20+	10	None	None	+	
Conditional Uses	10,000	50	20+	10	None	None	+	75%
Accessory Uses	-	-	20+	10	None	None	+	
ML: Light Manufacturing								
Permitted Uses	10,000	50	20	10	None	None	+	
Conditional Uses	10,000	50	20	10	None	None	+	75%
Accessory Uses	-	-	20	10	None	None	+	
MH: Heavy Manufacturing								
Permitted Uses	10,000	50	20	10	None	None	+	
Conditional Uses	10,000	50	20	10	None	None	+	50%
Accessory Uses	-	-	20	10	None	None	+	
AICUZ: Air Installation Compatible Use Zone; Clear Zone, Accident Potential Zones I and II, Noise Zones, and Height and Obstruction Criteria Overlay	- See Underling Zoning District and appropriate section for regulations -							
FF/FW: Flood Plain Overlay	- See Underling Zoning District and appropriate section for regulations -							
OTO: Old Towne Overlay	- See Underling Zoning District and appropriate section for regulations -							
CO: Conservation Overlay District	- See Underling Zoning District and appropriate section for regulations -							
FGZ: Federal Government / Non-Regulated	- See Underling Zoning District and appropriate section for regulations -							

+Note: Additional requirements apply for these uses, refer to the specific district for details.

Additional requirements may apply to a Zoning District, please refer to the specific district, the General Requirements and the Supplemental Regulations for more information.

Section 5.35 HCO Highway 34 Corridor Overlay District

5.35.01 Intent. The Highway 34 Corridor Overlay District provides basic guidelines which promote quality design along a visible corridor in the city's zoning jurisdiction. The Highway 34 Corridor Overlay District is intended to: Encourage development design that strengthens the physical character and image of the city; Support the value of property and quality of development of a major highway corridor; set basic requirements for good site design and development, building design, landscaping, and signage without discouraging creativity and flexibility in design; permit safe and convenient transportation access and circulation for motorized and non-motorized vehicles, and for pedestrians; and manage the impact of industrial development on adjacent properties. The uses permitted in the Highway 34 Corridor Overlay District shall be the same as those permitted by the underlying base zoning district except as provided by this section. The following uses shall be prohibited within the Highway 34 Corridor District:

1) Hazardous waste storage, as primary use
2) Salvage or junk yard operations and transfer stations, as a primary use
3) Tow lots, as a primary use
4) Commercial/Utility Grade SCS ***(Ord. No. 4055, Oct. 5, 2021)***

5.35.02 Highway 34 Corridor Overlay District Boundaries:

The Highway 34 Corridor Overlay District applies to the following areas:

Land within one (1) mile of the centerline of Highway 34 within the planning jurisdiction of the City of Bellevue; bordered by the Missouri River on the east, and 5th Street on the west;

Tax Lots 4A and 5A (14-13-13), Tax Lots 7 and 8A (13-13-13), Tax Lots 10A and 11A (24-13-13), and Tax Lot 15A (23-13-13).

5.35.03 Project Application and Exceptions:

The Highway 34 Corridor Overlay District, its development guidelines, and other provisions, apply to the following:
Any new building or addition requiring a building permit, built on land within the boundaries of the Highway 34 Corridor Overlay District after September 25, 2012

The requirements of the Highway 34 Corridor Overlay District do not apply to a building in place or under construction on a site as of September 25, 2012.

Waivers of Sections 5.35.04 and 5.35.05 may be granted by the Design Review Board as outlined in Section ~~8.11.07~~ **8.12.07**, City of Bellevue Zoning Ordinance.

5.35.04 Site Design Guidelines for Industrial Uses:

(A) BUILDING LOCATION AND ORIENTATION

1. To the maximum degree possible, the arrangement of buildings on a site shall screen operational and loading areas from view abutting highway corridor streets.
2. Buildings with customer entrances shall orient such entrances toward the primary access street.
3. Accessory structures shall not front a primary access street and shall be oriented away from public streets, open space, or residential areas.
4. Buildings shall be arranged and oriented so that loading docks, outdoor storage, trash collection and processing, HVAC equipment, truck parking and servicing areas and other service functions are not visible from Highway 34 except where surrounding topographic features prevent concealment. Site designs shall maximize the amount of landscaping in street yards along these highways. This standard may be met by building and site orientation, site design, and/or landscaped screening that blocks the view of such areas from the highway corridors. Customer and employee parking areas are permitted in these street yards, subject to other provisions of this regulation.
5. Any industrial building elevation visible from the Highway 34 corridor must use at least two (2) different class I or II materials as listed in Section ~~8.11.03~~ **8.12.03** and must be composed of at least sixty (60) percent class I or II materials, not more than

forty (40) percent of class III or IV materials, and not more than ten (10) percent class IV materials.

(B) VEHICULAR ACCESS

1. To the maximum degree possible, access routes for automobiles and trucks shall be distinguished from one another.

2. Drives and access points shall be directed away from residential areas.

(C) PARKING

1. Signage and site design shall distinguish employee and visitor parking areas from truck loading and servicing areas when the project is sufficiently large to make such separation functionally necessary.

2. Landscaping shall be used to direct vehicles through the site, distinguish between automobile and truck service areas, manage storm water, and break up the size of large impervious automobile parking areas.

(D) PEDESTRIAN ACCESS

1. Developments shall provide public sidewalks in accordance with the City's building code.

2. Multi-building developments shall provide clear and safe walkways at least 5 feet in width that connect all buildings on the site. Buildings not intended for routine customer access or intended solely for drive-up services are excluded from this requirement.

3. Where required walkways cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low-maintenance surface materials such as concrete or brick pavers; scored, colored concrete; or painted concrete.

4. Pedestrian connections to adjacent developments should be provided.

(E) SIGNS

1. Attached signs shall be integrated into the design of the building elevation.

2. Freestanding signs shall be constructed per Article 7 of the zoning ordinance.

(F) SCREENING

1. Developments shall provide year-round screening of outdoor storage, utility meters, HVAC equipment, trash collection and processing per the regulations listed in Section 8.11 and Article 9. Utility meters, HVAC, and Trash collection and processing shall be screened to its full vertical height. Outdoor storage shall provide 75% of the vertical plane of this feature to a height of 8 feet. Trash enclosure gates shall furnish a steel frame with decorative steel or wood covering, or another design acceptable to the Planning ~~Director~~ Manager. Chain-link fencing with inlaid wood or metal slats shall not be considered acceptable. Screening shall be integrated into the overall design of buildings and landscaping and fully contain the visual impact of these service functions from adjacent public streets and neighboring properties.

(G) LIGHTING

1. All lighting used to illuminate off-street parking areas, signs or other structures shall be arranged so as to deflect light down and away from any adjoining residential property through fixture type and location.

2. The maximum height of lighting standards shall be 45 feet, unless the city grants a specific exception as part of the application approval process.

3. Exterior lighting of buildings shall be limited to low-level incandescent spotlights, floodlights, and similar illuminating devices hooded in such a manner that the direct beam of any light sources will not glare skyward or upon adjacent property or public streets. The city may approve exceptions to these requirements for sports and athletic field lighting, flagpole lighting, public street lighting, temporary lighting for seasonal/holiday or special events, and lighting used for public safety.

Section 5.35.05 Architectural Guidelines

(A) MASS AND SCALE

1. For buildings with office areas that exceed 3,000 square feet, the mass of the office portion of a building shall be distinguished from the mass of the industrial operations portion of the building. Office and/or public entrances shall be distinguished by elements that provide both identification and scale to the development. Techniques include but are not limited to the use of canopies or porticos, overhangs, changes in horizontal plane, variations in façade height and design, arches, peaked or special roof forms, and changes in materials.

(B) BUILDING MATERIALS

1. Building materials shall be those classes listed in Section 8.11.03.

(C) ROOF FORMS

1. Visible roof materials shall include clay or concrete tile, split shakes, pre-finished metal, architectural grade asphalt shingles, architectural metals, copper, natural or synthetic slate, or similar durable materials. ***(Ord. No. 3683, Sept. 10, 2012)***

ARTICLE 6: CONDITIONAL USE PERMITS

Section 6.01 General Provisions

The City Council may, by conditional use permit after a Public Hearing and referral to and recommendation from the Planning Commission, authorize and permit conditional uses as designated in the district use regulations. Approval shall be based on findings that the location and characteristics of the use will not be detrimental to the health, safety, morals, and general welfare of the area.

Allowable uses may be permitted, enlarged, or altered upon application for a conditional use permit in accordance with the rules and procedures of this ordinance. The Council may grant or deny a conditional use permit in accordance with the intent and purpose of this ordinance. In granting a conditional use permit, the Council will authorize the issuance of a conditional use permit and shall prescribe and impose appropriate conditions, safeguards, and a specified time limit for the performance of the conditional use permit. Conditional use permits shall run with the land, provided there are no violations to the approved permit.

Section 6.02 Application for Conditional Use Permits

A request for a conditional use permit or modification of a conditional use permit may be initiated by a property owner or his or her authorized agent by filing an application with the City upon forms prescribed for the purpose. The application shall be accompanied by a drawing or site plan and other such plans and data showing the dimensions, arrangements, descriptions data, and other materials constituting a record essential to an understanding of the proposed use and proposed modifications in relation to the provisions set forth herein. A plan as to the operation and maintenance of the proposed use shall also be submitted. The application shall be accompanied with a non-refundable fee.

Section 6.03 Planning Commission Public Hearing

Before any proposal for a conditional use permit is considered by the City Council, the Planning Commission shall conduct a public hearing after prior notice of the time, place, and purpose of the hearing has been given by publication in a legal paper of general circulation in the City of Bellevue, one time at least 10 days prior to such hearing.

Section 6.04 City Council Public Hearing

Before issuance of any conditional use permit, the Council will consider the application for the conditional use permit together with the recommendations of the Planning Commission at a public hearing after prior notice of the time, place, and purpose of the hearing has been given by publication in a legal paper of general circulation in the City of Bellevue, one time at least 10 days prior to such hearing.

Section 6.05 Decisions

A majority vote of the Council shall be necessary to grant a conditional use permit. No order of the Council granting a conditional use permit, which has not been acted upon by the applicant, shall be valid for a period longer than 12 months from the date of such order. Unless the following is completed:

6.05.01 The Zoning Administrator, in consultation with City Staff, has granted an additional six-month administrative extension provided:

1. The character (including uses, parking conditions, traffic, and others) of the area in which the use(s) were approved has not changed significantly,
2. The applicant has made some effort to follow through with said permit or there were circumstances that slowed the applicants' progress.
3. If the administrative extension of the second six-month period has lapsed without establishment of said conditionally permitted use; or, if staff deems the character of the area has changed within the initial six-month period, the applicant shall be required to reapply to both the Planning Commission and City Council for further approval(s).

Section 6.06 Standards

No conditional use permit shall be granted unless that Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise, which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

ARTICLE 7: SIGN REGULATIONS

Section 7.01 Purpose and Applicability

7.01.01 **Purpose**

The purpose of these sign regulations are: to encourage the effective use of signs as a means of communication in the City; to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations. These sign regulations are adopted under the zoning authority of the City in furtherance of the more general purposes set forth in the zoning ordinance.

7.01.02 **Applicability**

A sign may be erected, placed, established, painted, created, or maintained within the City and the City's extraterritorial zoning jurisdiction only in conformance with the standards, procedures, exemptions and other requirements of these sign regulations.

7.01.03 **Persons Affected.** It shall be unlawful for any owner of a zone lot, or any agent thereof, and also any tenant, occupant, person in possession, charge or control of any such zone lot or any portion thereof, and also any sign owner (collectively referred to as "Property Owner), whether acting jointly or severally, not to conform with the requirements set forth in this ordinance; and the requirements of this ordinance shall be jointly and severally binding upon each such noncompliant owner of a zone lot or any part thereof, and any sign owner. Violations of this provision are subject to the provisions of these regulations.

7.01.04 **Special Effects.** The effect of this ordinance as more specifically set forth herein is:

To establish a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this ordinance;

To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this ordinance, but without a requirement for permits;

To provide for temporary signs without commercial messages in limited circumstances in the public right-of-way;

To prohibit all signs not expressly permitted by this ordinance; and

To provide for the enforcement of the provisions of this ordinance.

7.02 Definitions and Interpretation

Words and phrases used in this ordinance shall have the meanings set forth herein and in Article 2. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this ordinance. All issues concerning signs and the exercise or restrictions of rights pertaining thereto, including the right for such signs to exist in, on, or about any zone lot, shall be governed and construed in accordance with this ordinance. Principles for computing sign area and sign height are contained in Section 7.01.06.

ABANDONED SIGN shall mean a sign which no longer identifies or advertises a business, lessor, service, owner, product, or activity on the parcel where the sign is located or a sign for which no legal owner can be found.

AERIAL SIGN shall mean a balloon or other airborne flotation or inflatable device which sits on a surface or is tethered to the ground or to a building that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered, regardless of whether it does or does not contain text or advertising copy.

ADVERTISING SIGN shall mean a sign which directs attention to any product, activity, or service; provided, however, that such sign shall not be related or make reference to the primary use, business activity, or service conducted on the premises.

AGENT shall mean a person authorized by the owner of the zone lot to act on behalf of such owner.

ANIMATED SIGN shall mean any sign that uses movement or change of lighting, whether by natural or mechanical means, to depict actions or create a special effect or scene. The foregoing definition includes, but is not limited to, signs containing messages which change automatically or which messages can be changed via a message control center.

ANNOUNCEMENT SIGN shall mean a small announcement or professional signs, not over six square feet in area, except that an announcement sign or bulletin board not over 18 square feet in area, set back at least 20 feet from any highway, street, road, or roadway easement may be erected in connection with any of the permitted principal uses of a nonresidential nature, except the setback shall not apply in the Downtown District.

ARCHITECTURAL CANOPY SIGN shall mean an enclosed, illuminated (backlit awning) or non-illuminated structure that is attached to the wall of a building with the face of the sign approximately parallel to the wall and with the sign's area integrated into its surface.



Sign, Architectural Canopy
Sign, Awning or Canopy

AUDIBLE SIGN shall mean any sign that conveys either a written message supported by an audible noise including music, spoken message, and / or sounds to attract attention to the sign. Audible signs also include signs conveying only the audible noise including music, spoken message, and/or sounds to attract attention.

AWNING shall mean a shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework. Non-rigid materials include fiberglass, rubber, plastic, fabric, canvas, or similar material.

AWNING OR CANOPY SIGN shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

BACK-LIT SIGN shall mean a sign whose light source is located behind fully opaque letters and/or graphics in the interior of the sign so that the rays go through the face of the sign.

BALLOON SIGN shall mean one or more balloons used as a permanent or temporary sign or as a means of directing attention to any business or profession, or to a commodity or service sold, offered, or manufactured, or to any entertainment.

BANNER/FLAG SIGN shall mean any sign of lightweight fabric or similar material that is permanently mounted to a pole, a building, or other permanent structure, or a part thereof. Unless specifically stated, all references to "banner" in this ordinance refer to permanent banners. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.



Sign, Banner

BANNER (COMMERCIAL) SIGN shall mean an advertising sign of non-rigid material mounted on a building or structural frame.

BILLBOARD SIGN shall mean a sign that identifies or communicates a commercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located, or any noncommercial message. A billboard is differentiated from an off-premise sign in that the message on a billboard is designed to periodically change.



Sign, Billboard

BILLBOARD SIGN, DIGITAL shall mean a billboard sign that displays digital images that are changed by electronic means, generally at short time intervals.

BUILDING MARKER SIGN shall mean any sign indicating the name of a building and/or date and/or incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

BUILDING SIGN shall mean any sign attached to any part of a building, as contrasted with a freestanding sign.

CANOPY shall mean a projecting, non-movable, rigid, multi-sided structure covered with fabric, metal, or other material and either: a) cantilevered or suspended from a building, supported by the main structural members to which it is attached; or b) freestanding and supported by columns or posts embedded in the ground. A canopy sign is any sign painted on or attached to, in any manner, or made an integral part of the canopy. A marquee is not a canopy.

CENTER IDENTIFICATION SIGN shall mean any sign erected to provide direction to a development including multiple uses and / or structures within the development. Center Identification signs shall include the name of said development and may include, when permitted, the names of major tenants of the development. Center Identification Signs shall typically be similar to Ground (Monument) signs.

CHANGEABLE COPY SIGN shall mean a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance.



Sign, Monument
Sign, Electronic Message
Sign, Flashing
Closed Sign

CITY shall mean the City of Bellevue, including each of its authorized officers, managers, and directors.

CLOSED SIGN shall mean a sign in which more than 50 percent of the entire area is solid or tightly closed or covered.

CODE shall refer to the Uniform Building Code and the Uniform Electrical Code.

COMMEMORATIVE SIGN shall mean a permanent sign indicating the name of a structure or site, its address, or other information of commemorative or historical significance.

COMMERCIAL MESSAGE SIGN shall mean any sign wording, figures, logo, or other representation that, directly or indirectly, names, advertises, or calls or directs attention to a business, product, service, or other commercial activity.

COMMON SIGNAGE SITE PLAN shall mean a signage site plan jointly submitted by the Property Owners of two or more contiguous zone lots or the Property Owner of a single lot containing more than one building which contains the same information as a Master Signage Site Plan plus specific standards of consistency contained in this ordinance, and which has been approved by the ~~Director~~ Manager. A twenty-five percent (25%) increase in total sign area shall be allowed to the Property Owner(s) of the zone lot for conforming Common Signage Site Plans.

CONDITIONAL USE SIGN shall mean a sign type requiring approval by the Planning Commission and City Council as a conditional use permit.

CONSTRUCTION SIGN shall mean a temporary sign identifying an architect, engineer, contractor, subcontractor, and/or building material supplier who participates in construction on the property on which the sign is located.

DESTINATION SIGN shall mean a sign used to inform and direct the public to important public places and buildings, landmarks, and historical sites in the most simple, direct, and concise manner possible.

DIGITAL SIGN shall mean a sign which displays an advertisement or message which is generated electronically and commonly utilizes computerized or electronic digital technology, including but not limited to digital display boards, electronic variable message signs and light emitting diode (LED) signs. (See also "Animated Sign").

DIRECT LIGHTING shall mean illumination by means of an external source.

DIRECTIONAL/INFORMATIONAL SIGN shall mean an on-premise sign which provides direction for the safe and efficient flow of vehicular or pedestrian traffic to an activity on the premise. Directional/Informational signs shall include signs marking entrances, exits, parking areas, loading areas or other operational features of the premise.

~~**DIRECTOR**~~ MANAGER shall mean the Planning ~~Director~~ Manager of the city or his or her designee.

DIRECTORY SIGN shall mean an on-premise sign identifying an activity, operational feature, or business name upon such premise. Directory signs shall include building names, offices, or activities in same size letters, colors and general design and shall be limited to one sign per street entrance.

DISCONTINUED SIGN (See "Sign, Abandoned")

DOUBLE-FACED SIGN shall mean a sign constructed to display its message on the outer surfaces of two identical and opposite parallel planes. This does not include "V-type signs".

DWELL TIME shall mean the duration or interval of time during which each individual advertisement or message is displayed on any sign which is capable of sequentially displaying more than one advertisement or message on its display surface.

ELECTRONIC MESSAGE SIGN shall mean a sign that uses changing lights to form a sign message or messages wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. (See also "Animated Sign").

EXTERNALLY ILLUMINATED SIGN shall mean a sign whose illumination is derived entirely from an external source.

FAÇADE shall mean the entire building front, including the parapet.

FENCE SIGN shall mean a sign attached to or painted on a fence.

FLAGS OF GOVERNMENTAL ENTITIES shall mean any fabric or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a national, state, or local governmental entity; provided that such flags are displayed for non-commercial purposes.

FLAGS OF NON-GOVERNMENTAL ENTITIES shall mean any fabric or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a professional, religious, educational, commercial person, other organization or entity.

FLASHING SIGN shall mean a sign, which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion, or creates the illusion of being on or off.

FREESTANDING SIGN shall mean any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.

FRONTAGE shall mean the length of the property line of any one premises along a public right of way on which it borders. A building or building complex which lacks frontage on a public right of way or buildings located on a private street have "internal frontage".

GAS STATION PRICE SIGN shall mean a changeable copy or electronic sign advertising fuel prices.

GOVERNMENT SIGN shall mean any temporary or permanent sign erected and maintained by the City, County, State, or Federal government, or in conjunction with the City, for public information, traffic control or for designation of or direction to any school, hospital, historic site, or public service, property, or facility.

GROUND MONUMENT SIGN shall mean a sign mounted directly to the ground.

HAZARDOUS SIGN shall mean a sign that by reason of design, inadequate maintenance, dilapidation, or obsolescence, or placement creates a hazard to the public health, safety and welfare.

HOLIDAY DECORATION SIGN shall mean a temporary sign, in the nature of decorations, clearly customary and commonly associated with federal, state, local, or religious holidays and contains no commercial message.



Sign, Ground Monument
Sign, Changeable Copy

IDENTIFICATION SIGN shall mean a sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

ILLEGAL SIGN shall mean any of the following: (1) a sign erected without first obtaining a permit and complying with all regulations in effect at the time of its construction or use; (2) a sign that was legally erected but whose use has ceased because the business it identifies is no longer conducted on the premises; (3) a nonconforming sign for which the amortization period has expired; (4) a sign that was legally erected but which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value; (5) a sign that is a danger to the public or is unsafe; (6) an abandoned or obsolete sign; or (7) a sign that pertains to a specific event that has not been removed within48 hours after the occurrence of the event.

ILLUMINATED SIGN shall mean a sign illuminated in any manner by an artificial light source.

INCIDENTAL SIGN shall mean a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.

INDIRECTLY ILLUMINATED SIGN shall mean illumination of a sign that is affected by a source of light not contained within the sign itself.

INFLATABLE SIGN shall mean any sign designed or constructed with the ability to be mechanically filled with air or gas that displays a commercial message or an identifiable corporate character or logo.

INTERNAL SIGN shall mean a sign that is not visible or not intended to be viewed from outside the building.

INTERNALLY ILLUMINATED SIGN shall mean a sign that is illuminated by means of a light source in the interior of the sign so that light passes through the face of the sign.

KIOSK SIGN shall mean a freestanding bulletin board or information sign structure having more than two sides that is meant to provide announcements or direction to the public.

LOGO SIGN shall mean signs owned and operated by an agent for the Nebraska Department of Roads. The signs are located in the right-of-way on interstate or primary highways. The signs are designed to

accommodate businesses that furnish gas, food, lodging, or camping and meet any criteria established by the Nebraska Department of Roads.

LOT shall mean any piece or parcel of land or a portion of a subdivision, the boundaries of which have been established by some legal instrument of record, that is recognized and intended as a unit for the purpose of indicating ownership or possession.

MAINTENANCE shall mean the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.

~~DIRECTOR~~ **MANAGER** shall mean the Planning ~~Director~~ Manager of the city or his or her designee.

MARQUEE SIGN shall mean any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather. A marquee sign is any sign attached to (in any manner) or made a part of a marquee.

MASTER SIGNAGE SITE PLAN shall mean the plan which a Property Owner submits to the ~~Director~~ Manager containing a plot plan of the zone lot, the location of buildings, parking lots, existing signs, and landscaped areas, maximum sign area, individual sign area, sign height, maximum number of signs, and future sign locations.

MENU-BOARD SIGN shall mean a permanently mounted sign displaying the bill of fare for a drive-through restaurant.

MOBILE/VEHICLE SIGN shall mean a sign mounted on a motor vehicle, or trailer, or other framework, not permanently attached to a pole, building or other structure.

MONUMENT SIGN shall mean an on-premises freestanding sign with the appearance of a solid base. The width of such base shall be at least fifty (50) percent of the width of the sign.

MOVING SIGN shall mean any sign which in part or in total rotates, revolves, or otherwise is in motion.

NAMEPLATE SIGN shall mean a sign not exceeding two square feet for each dwelling.

NEON SIGN shall mean a sign containing glass tube lighting in which a gas and phosphors are used in combination to create a colored light.

NIT shall mean a unit of luminance equal to one candela (one candle) per square meter.

NON-CONFORMING SIGN shall mean any sign existing or under construction on the effective date of this ordinance that does not conform to the requirements of this ordinance, including such signs upon zone lot premises which become subject to this ordinance after the date hereof.

OBSOLETE SIGN shall mean a sign that advertises a business no longer in existence or a product no longer offered for sale and has advertised such business or product for a period of six months after the termination of the existence of such business or the termination of sale of the product advertised.

OCCUPANT shall mean a person in possession of the zone lot who has actual use and control thereof.

OFF-PREMISES SIGN shall mean a sign which directs attention to a specific business or activity other than one conducted or located upon the lot or parcel where such sign is located. An off-premise sign shall be characterized by a display or message which is not intended to change on a regular basis. An off-premises sign shall not be a changeable copy sign.

ON-PREMISE SIGN shall mean a sign which directs attention to a business, profession, activity, merchandise, service, or entertainment that is conducted, sold, produced, or furnished upon the premises where such sign is located. All signs referred to in this ordinance are on-premise signs except for billboards.

OPEN SIGN shall mean a sign attached to or hung from a marquee, canopy, or other covered structure, projecting from and supported by the building and extending beyond the building wall, building line, or street lot line.

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

OWNER OF A ZONE LOT shall mean any person in whom legal title to a lot, parcel, or other piece of real estate is registered as recorded in the Sarpy County Treasurer's Office. Notices under this ordinance shall be sent to the owner at the address on file with the Sarpy County Treasurer's office.

PAINTED WALL SIGN shall mean a sign applied to a building wall with paint or similar substances on the face of a wall and which has no sign structure. A "Painted Wall Sign" is considered to be a wall mounted sign for calculation purposes.

PARAPET SIGN shall mean a sign attached to that portion of a building's exterior wall that projects above the plate line of a building.

PENNANT SIGN shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, temporarily or permanently suspended from a rope, wire, string, or permanent support, usually in series, designed to move in the wind.

PERMANENT SIGN shall mean a sign reasonably anticipated to continue or endure and not to be removed. A sign that is fixed, lasting, and stable and not reasonably anticipated to be portable, transferable, temporary, or transient.

PERSON shall mean any individual, association, company, corporation, firm, organization, entity, joint stock company, limited liability company, trust, joint venture, business trust or partnership, singular or plural, of any kind.

POLE SIGN shall mean an on-premises sign built on a freestanding frame, mast, or pole(s) where the support (the freestanding frame, mast, or pole(s)) encompasses less than fifty (50) percent of the width of the sign.

POLITICAL SIGN shall mean a sign identifying and urging voter support for a particular election issue, political party, or candidate for public office.

PORTABLE SIGN shall mean a sign, usually of a temporary nature, not securely anchored to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character. Examples are: menu and sandwich board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations (deliveries and transportation of personnel) of the business. This definition also includes any and all sandwich boards supported by human beings or animals.

PRINCIPAL FRONTAGE shall mean the length of the zone lot line towards which the sign faces on any one premise, where such zone lot line abuts or is parallel to a public street, private way, or court. Principal frontage is measured from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

PROJECTING SIGN shall mean any sign affixed to a building or wall of any type of structure in such a manner that the leading edge of such sign extends more than six inches beyond the surface of such building or wall.

PROPERTY OWNER shall be construed to include, both jointly and severally, the owner of any zone lot, any agent thereof, and also any tenant, occupant, person in possession, charge or control of the zone lot, or any portion thereof, and also any sign owner.

PUBLIC/TRAFFIC INFORMATION SIGN shall mean a sign, usually erected and maintained by a public agency that provides the public with information and in no way relates to a commercial activity. Such signs include but are not limited to, speed limit signs, stop signs, city limit signs, welcome signs, street name signs, vehicle identification signs, pedestrian wayfinding signs, and destination and directional signs.



Projecting Sign
Open Sign

REAL ESTATE SIGN shall mean a temporary sign that identifies property or properties that are for sale or lease.

RESIDENTIAL SIGN shall mean any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods or services legally offered on the premises where the sign is located, if offering such service at such location conforms with all requirements of the zoning ordinance in which it is located.

ROOF LINE shall mean the top edge of the roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

ROOF SIGN shall mean a sign identifying the name of a business, enterprise, or the product sold on the premises and erected on and over the roof of a building and extending vertically above the highest portion of the roof.

ROOF (INTEGRAL) SIGN shall mean any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

ROTATING SIGN shall mean a sign which in its entirety or in part moves in a revolving or similar manner. Such motion does not include methods of changing copy.

SANDWICH BOARD SIGN shall mean an advertising or business ground sign constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top; each angular face held at an appropriate distance by a supporting member.

SEARCHLIGHT SIGN shall mean a searchlight that is used to announce, direct attention to, or advertise businesses.

SETBACK shall mean the distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

SIGN shall mean any device, fixture, placard, or structure that uses any color, form, figure, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to offer direction, or to communicate information of any kind to the public.

SIGN AREA shall mean the area of a sign face computed using the smallest square, circle, rectangle, triangle, or combination thereof that encompasses the extreme limits of the writing, representation, emblem, projection, or other display, together with any integral or differentiating background. The sign area does not include supporting framework, bracing, or decorative fence of wall that meets zoning ordinance regulations and is clearly incidental to the display itself.

SIGN BASE shall mean any structural element extending upward from grade to the base of the sign.

SIGN COPY shall mean any combination of letters or numbers which are intended to inform, direct or otherwise transmit information.

SIGN COPY AREA shall mean the area of the sign occupied by sign copy. It is computed by measuring the area enclosed by straight lines drawn to enclose the extremities of the letters or numbers.

SIGN FACE shall mean an individual surface of a sign that offers information to advertise, to announce, or to identify the purpose of a person or entity, or to offer direction or to communicate information of any kind to the public.

SIGN GROSS AREA shall mean the entire area within a single continuous perimeter enclosing the extreme limits of a sign. However, this perimeter shall not include any structural elements lying outside of the limits of the sign and not forming an integral part of the display.

SIGN HEIGHT shall mean the vertical distance measured from the highest point of the sign, excluding embellishments of not more than five feet in height above the sign, to the average ground grade beneath the sign.

SIGN OWNER shall mean each person in which the ownership, dominion or title of a sign is or will be vested, including, but not limited to, the owner and/or lessee thereof.

SIGN SETBACK shall mean the horizontal distance from the property line to the nearest projection of the existing or proposed sign.

SIGN STACKING shall mean the placing of one sign above another at the same location.

SIGN STRUCTURE shall mean the base, supports, uprights, bracing, or framework of any structure exhibiting a sign, be it single-faced, double-faced, or V-type or otherwise.

SIGN SURFACE shall mean the entire area of a sign.

SIGNAGE PLAN shall mean a scaled or dimensioned graphic representation showing a comprehensive detailed presentation of all signage proposed for a particular lot.

SNIPE SIGN shall mean an off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or to other objects.

SPECIAL EVENT SIGN shall mean a sign advertising display that is temporary in nature, is not permanently attached to the ground, building or sign structure surface, and is used for special events, such as, but not limited to, grand openings, seasonal sales, liquidations, going-out-of-business sales, fire sales, and promotions.

STATIC DWELL TIME (see Dwell Time)

STATIC MESSAGE shall mean an advertisement or message which, when displayed contains no motion, flashing, changeable copy, running lights, variations in brightness, or animation.

STREET shall mean a strip of land or way subject to vehicular traffic or pedestrian traffic that provides direct or indirect access to property, including, but not limited to, alleys, avenues, boulevard, courts, drives, highways, lanes, places, roads, terraces, trails, or other thoroughfares.

STREET FRONTAGE shall mean the length of a zone lot line of any one premise, abutting and parallel to a public street, private way, or court. Street frontage is measured from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

SUBDIVISION IDENTIFICATION SIGN shall mean a sign that is permanently constructed at the entrance(s) of the subdivision and identifies a recognized subdivision, condominium complex, or residential development, and includes the name of the subdivision in the form of attached letters or sign. The subdivision entrance sign may include specific types of landscaping such as water, stone, brick, etc.



Subdivision Identification Sign

SUSPENDED SIGN shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

TEMPORARY FREESTANDING SIGN shall mean a temporary sign with a post or other support structure designed to be inserted into the ground for use of the sign on a temporary basis.

TEMPORARY PORTABLE SIGN shall mean a movable reusable sign structure made ~~or~~ **of** durable material, mounted on wheels and towed or on a rigid frame and trucked, which is regularly and periodically moved from parcel to parcel.

TEMPORARY SIGN shall mean any sign that is reasonably anticipated to be used only temporarily and is not permanently mounted, or a sign which is reasonably anticipated to last only for limited time or a short duration – not permanent.

TENANT shall mean a person or entity who holds or possesses realty and/or personal property of another. A tenant has the temporary use and occupation of real property or the personal property owned by another person or entity, the duration and terms of the tenancy being usually fixed by an instrument called a "lease."

TETHERED SIGN shall mean a sign which is anchored by a rope, wire, chain or similar method.

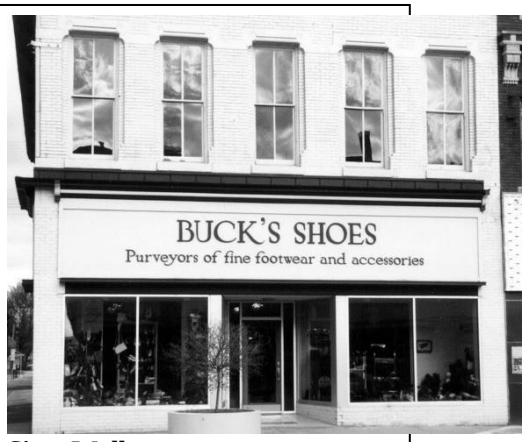
TIME AND TEMPERATURE SIGN shall mean an electrically controlled sign which contains only public service, time, temperature, and/or date information.

TRANSITION TIME shall mean the duration or interval of time between which each individual advertisement or message is displayed on any sign which is capable of sequentially displaying more than one advertisement or message on its display surface.

TOURIST ORIENTED DIRECTIONAL SIGN shall mean a sign owned and operated by a contracted agent of the Nebraska Department of Roads and located in the right-of-way on rural highways and cannot be erected on the interstate or interchanges on expressways. These signs shall meet all applicable criteria established by the Nebraska Department of Roads.

VIDEO SIGN shall mean any on-premises or off-premises sign that conveys either a commercial or non-commercial message, including a business or organization name, through means of a television or other video screen. (See also "Animated Sign").

WALL SIGN shall mean any sign attached parallel to, but within six inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.



Sign, Wall

WARNING SIGN shall mean a sign located on a property posting such property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity.

WINDOW SIGN shall mean any sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the windowpanes or glass and is visible from the exterior of the window.

ZONE LOT shall mean a parcel of real estate or land that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by any applicable zoning regulations. ***(Ord. No. 3647, Nov. 28, 2011)***

Illustrative Definitions



Animated Sign



Announcement Sign



Awning Sign



Balloon Sign



Banner/Flag Sign



Banner Sign (Commercial)



Building Marker Sign



Canopy Sign



Center Identification Sign



Changeable Copy Sign



Commemorative Sign



Construction Sign



Destination Sign



Directional / Informational Sign



Directory Sign



Double-faced Sign



Electronic Message Sign



Freestanding Sign



Gas Station Price Sign



Identification Sign



Ground Monument Sign



Incidental Sign



Inflatable Sign



Kiosk Sign



Marquee Sign



Menu-Board Sign



Billboard Sign



Painted Ghost Wall Sign



Painted Wall Sign



Parapet Sign



Pennant Sign



Pole Sign



Political Sign



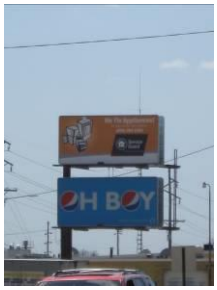
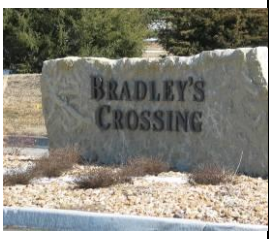
Projecting Sign



Public/Traffic Information Sign



Real Estate Sign

 **Roof Sign**	 **Roof (integrated) Sign**	 **Sandwich Board Sign**	 **Sign, Digital**
 **Sign Stacking**	 **Subdivision Identification Sign**	 **Suspended Sign**	 **Wall Sign**
 **Warning Sign**	 **Window Sign**		

Section 7.03 Computations

The following principles shall control the computation of sign area and sign height.

7.03.01 **Computation of Area of Individual Signs**
The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, decorative fence or wall when such supporting framework, bracing, decorative fence, or wall meets zoning ordinance regulations and is clearly incidental to the display itself.

7.03.02 **Computation of Area of Multi-faced Signs**
The sign area for a sign with more than one face shall be computed by (1) determining the point from which most of the sign faces can be seen; and (2) adding together the area of such visible sign faces; provided, however, when two identical signs faces are painted back to back, so that both faces cannot be viewed from any point at the same time and when such sign faces are part of the same sign structure and are connected at one point and separated not more than 30 degrees, the sign area shall be computed by the measurement of one of the faces.

7.03.03 **Computation of Height**
The Height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of (1) existing grade prior to construction; or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the

sign, where such sign support touches the ground, is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zone lot, whichever is lower.

7.03.04 **Computation of Maximum Total Permitted Sign Area for a Zone Lot**

The permitted sum of the area of all individual signs on a zone lot shall be computed by applying the formula contained in Table 7C: Maximum Total Sign Area, to the lot frontage, building frontage, or wall area, as appropriate, for the zoning district in which the lot is located. Lots fronting on two or more streets are allowed the permitted sign area for each street frontage. However, the total sign area that is oriented toward a particular street may not exceed the portion of the lot's total sign area allocation that is derived from the lot, building, or wall area frontage on that street.

7.04 **Permits and Interpretation**

7.04.01 **Signs Allowed on Private Property with and without Permits**

Signs shall be allowed on private property in the City in accordance with, and only in accordance with Table 7A. Subject to the other qualifications of this Section, if the letter "P" appears for a sign type in a column, such sign is allowed without prior permit approval in the zoning districts represented by that column. If the letter "S" appears for a sign type in a column, such sign is allowed only with prior permit approval in the zoning districts represented by that column. Special conditions may apply in some cases. If the letter "N" appears for a sign type in a column, such a sign is not allowed in the zoning districts represented by that column under any circumstances.

Although permitted under the previous paragraph, a sign designated by an "S" or "P" in Table 7A shall be allowed only if:

The sum of the area of all building and freestanding signs on the zone lot conforms with the maximum permitted sign area as determined by the formula for the zoning district in which the lot is located as specified in Table 7C;

The size, location, and number of signs on the lot conform with the requirements of Tables 7D and 7F, which establish permitted sign dimensions by sign type, and with any additional limitations listed in Table 7A;

The characteristics of the sign conform with the limitations of Table 7B, Permitted Sign Characteristics, and with any additional limitations on characteristics listed in Table 7A.

1. **Signs Permitted for Shopping Centers or Office Parks.** Shopping centers and office parks shall be permitted one freestanding "shopping center or office park identification sign" per exterior street frontage on which the name of the shopping center or office park and businesses within the shopping center or office park may be displayed. Such shopping center or office park identification sign shall be located the greater of 15 feet from the property line or 50 feet from the centerline of the fronting street, may not exceed 37 feet in height, and may contain a sign area no greater than 300 square feet. A sign permit application shall be accompanied by an exhibit which identifies the commercial development to which the sign is applicable. Placement of a shopping center or office park identification sign on an individual lot within a shopping center or office park shall not prevent the occupant of that lot from erecting additional signs as otherwise permitted by Article 7. The shopping center and office park identification sign regulations may be modified by the City Council in connection with the approval of a site plan or development agreement.

7.04.02 **Permits Required**

If a sign requiring a permit under the provision of this ordinance is to be placed, constructed, erected, or modified on a zone lot, the Property Owner shall secure a sign permit prior to the construction, placement, erection, or modification of such a sign in accordance with the requirements of Section 7.04.03.

Furthermore, the Property Owner shall maintain in force, at all times, a sign permit for such sign in accordance with Section 7.04.03.

No signs shall be erected in the public right-of-way except in accordance with Section 7.04.03.

No sign permit of any kind shall be issued for a proposed sign unless such sign is consistent with the requirements of this ordinance (including those Sections protecting existing signs) in every respect and with the Master Signage Site Plan or Common Signage Site Plan in effect for the property.

7.04.03 **Signs Allowed on Private Property with and without Permits**

1. Design, Construction, and Maintenance.

All signs shall be designed, constructed, and maintained in accordance with the following standards:

All signs shall comply with applicable provisions of the Uniform Building Code and the Uniform Electrical Code, as each may change from time to time, of the City.

Except for temporary banners, flags, temporary signs, and window signs which conform in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

Sign erectors or installers shall not erect or install a sign without having first received from the Property Owner a current and valid sign permit. Violations of this provision are subject to the provisions of Section 7.01.

All signs at all times shall be maintained in good structural condition, securely fixed, in compliance with the code, and in conformance with this ordinance.

2. Master or Common Signage Site Plan.

No permit shall be issued for a sign requiring a permit unless and until a Master Signage Site Plan or a common Signage Site Plan for the zone lot on which the sign will be erected has been submitted to the ~~Director~~ Manager and approved by the ~~Director~~ Manager as conforming with this Section.

A. Master Signage Site Plan. For any zone lot on which the Property Owner proposes to erect or allow one or more signs requiring a permit, unless such zone lot is included in a Common Signage Site Plan, the Property Owner shall submit to the ~~Director~~ Manager a Master Signage Site Plan containing the following:

An accurate plot plan of the zone lot, at such scale as the ~~Director~~ Manager may reasonably require;

Location of buildings, parking lots, driveways, and landscaped areas on such zone lot;

Computation of the maximum total sign area, the maximum area for each sign, the height of each sign, and the number of freestanding signs that are allowed on the zone lot(s) under this ordinance; and

An accurate indication on the plot plan of each sign existing as of the date of the ordinance and of the proposed location of each future sign of any type, whether requiring a permit or not, except that incidental signs need not be shown.

B. Common Signage Site Plan. If the Property Owner(s) of two or more contiguous (disregarding intervening streets and alleys) zone lots or the Property Owner of a single zone lot with more than one building (not including any accessory building) file with the ~~Director~~ Manager for such zone lots a Common Signage Site Plan conforming with the provisions of this Section, a twenty-five percent (25%) cumulative increase in the maximum total sign area shall be allowed for each included zone lot. This bonus shall be allocated within each zone lot as the Property Owner(s) elects in writing and files such election with the ~~Director~~ Manager.

C. Provisions of Common Signage Site Plan. The Common Signage Site Plan shall contain all of the information required for a Master Signage Site Plan and shall also specify standards for consistency among all signs on the zone lots affected by the Common Signage Site Plan with regard to:

Color scheme;
Lettering or graphic style;
Lighting;
Location of each sign;
Location of each sign on the buildings;
Material; and
Sign proportions.

D. Limit on Number of Freestanding Signs Under Common Signage Site Plan. The Common Signage Site Plan, for all zone lots with multiple uses or multiple users, shall limit the number of freestanding signs to a total of one for each street on which the zone lots included in each such plan have frontage and shall provide for shared or common usage of such signs.

E. Showing Window Sign on Common or Master Signage Site Plan. A Common Signage Site Plan or Master Signage Site Plan including window signs may simply indicate the areas of the windows to be covered by window signs and the general type of the window signs (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside window) and need not specify the exact dimension or nature of every window sign.

F. Other Provisions of Master or Common Signage. The Master Signage Site Plan or Common Signage Site Plan may contain such other restrictions as the Property Owners may reasonably determine.

G. Consent. The Master Signage Site Plan or Common Signage Site Plan shall be signed by each Property Owner and the sign owner in such form as the ~~Director~~ Manager shall require.

H. Procedures. A Master Signage Site Plan or Common Signage Site Plan shall be included in any development plan, site plan, planned unit development plan, or other official plan required by the City for the proposed development and shall be processed simultaneously with such other plan.

I. Amendment. A Master Signage Site Plan or Common Signage Site Plan may be amended by filing a new Master or Common Signage Site Plan that conforms with all requirements of the ordinance then in effect.

J. Binding Effect. After approval of a Master Signage Site Plan or Common Signage Site Plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this ordinance. In case of any conflict between the provisions of such a plan and any other provision of this ordinance, the ordinance shall control.

3. Signs in the Public Right-of-Way.

No signs shall be allowed in the public right-of-way, except for the following:

A. Permanent Signs. Appropriate permanent signs, including:

Public signs erected by or on behalf of a governmental body including, but not limited to, those to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic;

Bus stop signs erected by a public transit company;

Informational signs of a public utility company regarding its poles, lines, pipes, or facilities; and

Awning, projecting, and suspended signs projecting not more than twenty-four inches (24") over a public right-of-way in conformity with the conditions of Table 7A of this ordinance.

B. Subdivision Identification Signs. Subdivision identification signs may be erected in the right-of-way by the City, a Sanitary and Improvement District, or a Homeowners Association subject to the following conditions:

The sign shall not exceed 6 feet in height, nor shall any face of the sign exceed 60 square feet.

Regardless of the height and size restrictions, no sign may be erected which creates a visual obstruction for vehicular traffic.

The sign shall only be a "monument sign" as defined in this ordinance.

In the event such sign abuts a residential lot, approval of the abutting property owner shall be required.

All such signs shall be approved by the Public Works Department prior to installation. A City of Bellevue Sign Permit shall also be required.

If, after installation, it is determined by the City that the sign creates a hazard to vehicular or pedestrian traffic it may be removed by the Public Works Department.

C. Emergency Signs. Emergency warning signs erected by a governmental body, a public utility company, or a contractor authorized to do permitted work within the public right-of-way.

D. Temporary Directional Signs. Signs erected to direct pedestrian or vehicular traffic to residential areas or businesses that are impacted by temporary road closings due to construction, maintenance, utility work or similar matters which result in road closures. Prior to posting any temporary directional signs, the party desiring such sign shall coordinate with the City and notify each Property Owner where temporary directional signs will be located.

E. Other Signs Forfeited. Any sign installed or placed on public property or in the public right of way, except in conformance with the requirements of this Section, shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the City shall have the right to recover from the Property Owner or person placing such a sign, the full cost of removal and disposal of such sign.

4. Signs Exempt From Regulation Under This Ordinance.

The following signs shall be exempt from regulation under this ordinance:

A. Any public notice or warning authorized by a valid and applicable federal, state, or local law, regulation, or ordinance;

B. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located;

C. Temporary displays or decorations customarily associated with any national, state, local, or religious holiday or celebration; provided such signs shall be erected no more than forty-five (45) days before and removed no later than fourteen (14) days after the holiday or celebration;

D. Works of art that do not include a commercial message; and

E. Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meet the standards of the Nebraska Department of Roads and which contain no commercial message of any sort.

5. Signs Prohibited Under this Ordinance.

A. Audible signs.
B. All other signs not expressly permitted or exempt from regulation under this ordinance are prohibited in the City.

6. Temporary Signs.

Temporary signs placed on private property with the property owner's permission shall not require a sign permit. Temporary signs are, however, subject to all other provisions and conditions of this ordinance. In addition, temporary signs are allowed only in compliance with the following Sections:

A. Temporary Freestanding Signs. Temporary freestanding signs shall be allowed in all zoning districts provided the sign face of a temporary freestanding sign may not exceed six (6) square feet in any residential zone, and thirty-two (32) square feet in any other zone. Signs greater than six (6) square feet in size in a residential zone, and thirty-two (32) square feet in size in any other zone, shall not be considered temporary signs and shall require a sign permit. Temporary signs in any district other than a residential district must be spaced twelve (12) feet apart. In commercial zoning districts, two (2) temporary freestanding signs shall be allowed per business per zone lot, provided no more than eight (8) temporary freestanding signs may be on any one zone lot at any one time.

B. Tethered Balloons and Inflatable Signs. Tethered balloons and inflatable signs are allowable on a temporary basis, one tethered balloon or one inflatable sign per zone lot. Tethered balloons and inflatable signs are not allowed in residential zones. A tethered balloon or inflatable sign may not exceed thirty-five feet (35') in height or 300 square feet in the total area of the tethered balloon or inflatable sign; provided, however, the tether shall not exceed one hundred feet (100'). Such tethered balloons and inflatable signs may only be exhibited for a period of not more than fourteen (14) days.

C. Penalties on Public Property or Public Right-of-Way. In the event that any temporary sign is posted on public property or in the City's right-of-way, the City shall have the right to immediately remove and dispose of such sign in accordance with Section 7.04.03.

7. Billboard Signs.

Billboard signs are exempt from the restrictions of Tables 7B, 7C, 7D, and 7E of this ordinance, and are subject to the following provisions:

A. General Provisions.

i. Billboard signs shall not be established in any location having principal frontage on any street within a 150 feet radius of any lot, parcel, or other property which is used for a public park, school, church, courthouse, city hall, or public museum having principal frontage on the same street.
ii. Setbacks:
    a. Front Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
    b. Street Side Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
    c. Interior Side Yard. No requirements.
    d. Rear Yard. 15 feet.
iii. Height: The maximum height of any billboard sign shall be fifty-five (55) feet, with an additional five (5) feet permitted for extensions beyond the sign face. The height of a sign is measured from the normal grade level (as defined in Section 7.03.03) below the sign to the topmost point of the sign structure.
iv. Character: No billboard sign shall be constructed which resembles any official marker erected by the City, state, or governmental body, or which by reason of position, shape, or color would conflict with the proper functioning of any traffic sign or signal.
v. Code: All billboard signs shall be constructed in accordance with the code.
vi. Sign Maintenance: All billboard signs shall be continuously maintained to good and safe structural conditions. The painted portions of billboard signs shall be periodically repainted and kept in good condition.
vii. Consent: No billboard sign or part thereof or overhang thereof shall be located on any lot, parcel or other property designation without the consent of the Property Owner.
viii. Lot Maintenance: The general area in the vicinity of any undeveloped property must be kept free and clear of materials, weeds, debris, trash, and other refuse.
ix. Location: No billboard sign shall be located within a 150-foot radius of any residential zone measured from the portion of the sign face closest to any residential zone.
x. Animation and Motion: Billboard signs shall not be animated signs. Billboard signs shall not revolve or rotate. Slow or continuous motion or rotating within a portion of the sign face shall be permitted.
xi. Zoning: Billboard signs may only be located on a lot zoned BG, BGH, ML, or MH; such signs may be located on a lot zoned MU or FX if specifically approved with the required site plan for the property.

B. Sign Size

i. Billboard signs up to 300 square feet on their face are permitted in the following zones: BG (General Business Zone) and MU (Mixed Use Zone).
ii. Billboard signs up to 400 square feet on their face are permitted in the following zones: BGH (Heavy General Business Zone), FX (Flex Space Zone), and ML (Light Manufacturing Zone).
iii. Billboard signs up to 672 square feet on their face are permitted in the following zone: MH (Heavy Manufacturing Zone).

C. Spacing.

i. Kennedy Freeway and Highway 34: Any billboard sign along the Kennedy Freeway or Highway 34 shall be spaced a minimum of 1500 feet apart from the closest billboard sign measured in a straight line along the center line of the Kennedy Freeway or Highway 34, as appropriate. The distance shall be measured from the portion of the sign face closest to Kennedy Freeway or Highway 34, as appropriate.
ii. On all other streets and highways within the jurisdiction of the City pursuant to the provisions of this ordinance, no billboard sign may be established within an 850-foot radius of any other billboard sign. The distance shall be measured from the portion of the sign faces which are closest to each other.

iii. On-premise and off-premise signs shall not be counted nor shall measurements be made from them for the purpose of determining compliance with these spacing requirements.

D. Digital billboards.

Digital billboards shall comply with all requirements of this ordinance, plus the following specific requirements:

i. The image displayed on the sign shall not change more frequently than every 10 seconds.
ii. The image shall remain static during its display period (no movement or motion shall be permitted).
iii. Digital billboard signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level of no greater than 5,000 nits during daylight hours and no greater than 750 nits during nighttime hours.

8. Sign Permit Procedures.

The following procedures shall govern the application for, and issuance of, all sign permits under this ordinance, and the application, submission and review of each Common Signage Site Plan and each Master Signage Site Plan.

Signs identified as "P" or "S" on Table 7A, shall be constructed, erected, modified, installed, or created (hereinafter jointly or severally referred to as "Install" or "Installation") only in accordance with a duly issued and valid sign permit issued by the ~~Director~~ Manager. Such permits shall be issued in accordance with the following provisions:

A. Applications. All applications for sign permits of any kind and for a Master Signage Site Plan or Common Signage Site Plan shall be made in writing upon forms furnished by the City. Each application shall be submitted to the ~~Director~~ Manager in accordance with application specifications promulgated by the ~~Director~~ Manager. Each proposed sign requires a separate permit and each sign existing as of the effective date of this ordinance and each sign existing upon annexation of the lot upon which it is encompassed requires the filing of an application for either a Master Signage Site Plan or a Common Signage Site Plan. Property Owners who wish to submit a Common Signage Site Plan for approval may do so jointly, submitting only one application.

B. Insure and Indemnify. Any applicant(s) applying for a sign permit for a new sign or filing an application(s) for a Master Signage Site Plan or Common Signage Site Plan for proposed signs or existing signs, shall procure and maintain during the existence of any sign commercial general liability insurance covering bodily injury, including death, and property damage with a combined single limit of at least $500,000 per person. The applicant(s) shall also defend, indemnify, and hold the City harmless from and against any action, claim, judgment, loss, damage, or injury to person or property, all fines, penalties, costs, or expenses including reasonable attorney fees, of any nature whatsoever which are brought, made, incurred, caused by, or which result or arise from, or out of, or in connection with (whether in whole or part) the negligent or intentional act, error or omission, including any default under the application, of the indemnifying party.

C. Fees. Each application for a sign permit or for approval of a Master Signage Site Plan or Common Signage Site Plan shall be accompanied by the applicable fees, which shall be established by the City Council from time to time by resolution. Permit fees are intended to cover the associated cost of sign permit review; processing of the permit application, and any site inspections pertaining to the installation, erection, and/or placement of each sign.

D. Completeness. No more than five (5) business days after receiving an application for a sign permit or for a Master Signage Site Plan or a Common Signage Site Plan, the ~~Director~~ Manager shall review it for completeness; and if the ~~Director~~ Manager finds that it is complete, the application shall then be further processed. If the ~~Director~~ Manager finds that the application is incomplete, the ~~Director~~ Manager shall return it to the applicant together with a notice of the deficiencies.

E. Issuance of a Permit or Approval of Plan. After the receipt of an application for a sign permit, the ~~Director~~ Manager shall review the plans, specifications, and other data relating to such sign, and, if it is considered necessary, shall inspect the zone lot premises upon which the sign is proposed to be erected. The ~~Director~~ Manager shall take action (i) on the application for a sign permit in accordance with Section 7.04.03 or (ii) the ~~Director~~ Manager shall take action on the application for approval of a Master Signage Site Plan or Common Signage Site Plan in accordance with Section 7.04.03 or, when related to nonconforming signs, in accordance with Section 7.04.03.

F. Action. No more than ten (10) business days after receiving a duly completed application for a sign permit, the ~~Director~~ Manager shall either:

Issue the sign permit, if the sign(s) that is the subject of the application conforms in every respect with the requirements of this ordinance and of the applicable Master Signage Site Plan or Common Signage Site Plan previously approved; or

Refuse to issue the sign permit if the sign(s) that is the subject of the application fails in any way to conform with the requirements of this ordinance and of the previously approved applicable Master Signage Site Plan or Common Signage Site Plan. In case of a rejection, the ~~Director~~ Manager shall specify in the rejection the Section(s) of this ordinance, or the applicable plan with which the sign(s) is inconsistent.

G. Action on the Plan. On any duly completed application for approval of a Master Signage Site Plan or Common Signage Site Plan, other than those pertaining to nonconforming signs as referenced in Section 7.04.03, the ~~Director~~ Manager shall either:

Approve the proposed plan if the sign(s) as shown on the plan and the plan itself conforms in every respect with the requirements of this ordinance; or

Reject the proposed plan if the sign(s) as shown on the plan or the plan itself fails in any way to conform with the requirements of this ordinance and of the previously approved applicable Master Signage Site Plan or Common Signage Site Plan. In case of a rejection, the ~~Director~~ Manager shall specify in the rejection the Section(s) of this ordinance, or the applicable plan with which the sign(s) is inconsistent.

The ~~Director~~ Manager shall take such action on the proposed plan on the applicable one of the following dates:

No later than ten (10) business days after the submission of an application if the application is for signs for existing buildings; or

No later than ten (10) business days after the date of issuance of any related application for a building permit, site plan, or development plan involving new construction.

H. Inspection. The ~~Director~~ Manager shall cause an inspection of the zone lot for which each permit for a new sign or for modification of an existing sign is issued during the sixth month after the issuance of such permit, or at an earlier date if the Property Owner may request. If the Installation is not substantially complete at the time of inspection, the permit shall lapse and become void. If the Installation is complete and in full compliance with this ordinance and with the code, the ~~Director~~ Manager shall affix to the sign or sign structure, a permanent symbol identifying the sign(s) and the applicable permit by number or other reference. If the Installation is substantially complete but not in full compliance with this ordinance and the code, the ~~Director~~ Manager shall give the Property Owner or applicant notice of the deficiencies and shall allow an additional 30 days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by such date, the permit shall lapse. If the Installation is then complete, the ~~Director~~ Manager shall affix to the sign or sign structure, the permanent symbol described above.

I. Permit Label. With each permit issued, the City shall provide a label or decal for each permitted sign bearing the permit number. This label shall be attached to the sign or sign structure, in an approved location (specified on the permit) so as to be clearly visible from the public right-of-way or public area of the business site.

J. Failure of Applicant or ~~Director~~ Manager to Comply. The failure of an applicant to timely file an application for a sign permit or the failure of an applicant to comply with the provisions of this Section when filling out, and/or submitting an application, shall be construed as prejudicial to the applicant. The failure of the ~~Director~~ Manager to meet the time constraints imposed upon him/her by this ordinance shall not be construed as waiving the requirements of this ordinance or impliedly granting such permit.

9. Sign Permits – Duration and Lapse.

The Property Owner of a zone lot containing sign(s) requiring a permit under this ordinance shall at all times maintain in force a sign permit for such zone lot. Sign permits shall be issued for each zone lot, notwithstanding the fact that a particular zone lot may be included with other zone lots in a Common Signage Site Plan.

A. Lapse of Sign Permit. A sign permit shall lapse automatically if the business activity on the zone lot is discontinued for a period of 180 days or more and is not renewed within 60 days of a notice from the City to the last

permittee, sent to the zone lot, that the sign permit will lapse if such activity is not renewed. Lapse of a sign permit shall be considered a violation of this ordinance.

B. Assignment of Sign Permits. A current sign permit shall be assignable to a successor as Property Owner, subject only to filing such application as the ~~Director~~ Manager may require within six (6) months and paying any applicable fee. The assignment shall be accomplished by filing a copy of same with the ~~Director~~ Manager and shall not require further approval.

10. Signs Without Permits.

A. Violation and Nuisance. It shall be a violation of this ordinance to install, create, erect, or maintain any sign, for which a permit is required, without having obtained such a permit. Installing, creating, erecting, or maintaining any sign for which a permit is required without having obtained such a permit shall also constitute a continuous public nuisance and each day such a violation exists shall be deemed a separate violation.

B. Property Owner Removal. Except as otherwise provided, the Property Owner with a sign for which a current sign permit has not been issued shall be obligated to take down and remove such sign within ten (10) days after written notification from the City.

C. Summary Removal Authorized. The Planning ~~Director~~ Manager is hereby empowered to determine whether a current and valid sign permit has been issued for any sign. If a current sign permit is required but has not been issued due to the failure or refusal of the Property Owner(s) to comply with this Ordinance, the Planning ~~Director~~ Manager shall provide written notice to the Property Owner(s) of such violation and order removal of the sign. The Property Owner(s) shall have twenty (20) days to comply with this written notice. If the Property Owner(s) fail to comply with the order of removal, the City may have such work done. The costs and expenses of any such work shall be paid by the Property Owner(s). If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground.

11. Nonconforming Signs

A. Signs Existing on Effective Date. For any sign existing in the City on or before September 24, 1996 and in continuous and uninterrupted existence since that date, a duly completed application for either a Master Signage Site Plan or a Common Signage Site Plat must be submitted to the ~~Director~~ Manager on or before October 1, 2000; and for any sign existing on property annexed at a later date which causes the sign to become subject to this ordinance, an application for either a Master Signage Site Plan or a Common Signage Site Plan must be submitted to the ~~Director~~ Manager within six (6) months of the effective date of the annexation or within such period as may be established in an agreement between the City and the relevant Property Owner; and the timely filing of such duly completed applications shall qualify such signs and Property Owner for the protection of Section 7.04.03 (11C.) and (11D.). Signs that are the subject of applications for a Master Signage Plan or a Common Signage Plan not so received or received after October 1, 2000 shall be subject to all of the terms and conditions of this ordinance, shall be in violation thereof, and shall not be entitled to the protection of Section 7.04.03 (11C.) and (11D.). Except as otherwise provided in this ordinance, any such nonconforming sign for which an application for a Master Signage Site Plan or a Common Signage Site Plan has not been timely submitted to the ~~Director~~ Manager shall be taken down and removed in accordance with the procedures and provisions of Section 7.04.03 (10).

B. Fees. Duly completed applications for a Master Signage Site Plan or a Common Signage Site Plan for existing signs timely filed within the time period specified in Section 7.04.03 (11A.) shall be exempt from the initial fees adopted under authority of this ordinance.

C. Permits. A sign that would be permitted under this ordinance only with a current sign permit, but which was in existence on the effective date of this ordinance or on a later date when the property upon which such sign exists is annexed to the City, and which was constructed in accordance with the ordinances and other applicable laws in effect on the date of its construction, but which by reason of its size, height, location, design, or construction is not in conformance with the requirements of this ordinance, shall be deemed to have been issued a current and valid nonconforming sign permit if an application for a Master Signage Site Plan or a Common Signage Site Plan in accordance with Section 7.04.03 (11A) of this ordinance is timely filed.

D. Grandfather Rights. Any nonconforming sign which has been registered in accordance with Section 7.04.03 (8) of this ordinance may be repaired or modified provided such repair or modification does not involve a

structural alteration or result in the sign becoming more nonconforming. A sign permit will not be required for repairing or modifying an existing registered sign.

Any nonconforming sign which has been registered in accordance with Section 7.03.04 of this ordinance may be replaced or otherwise structurally altered provided the sign is not made more nonconforming and the sign is of a type permitted by Table 7A in the zoning district in which it is located. A sign permit will be required prior to replacing or structurally altering any sign.

E. Lapse of Sign Permit for Existing Signs. A nonconforming sign permit deemed to have been issued for existing signs in accordance with Section 7.04.04 (11C.) shall lapse and become void under the same circumstances as those under which any other sign permit may lapse and become void as specified in Section 7.04.03 (9).
(Ord. No. 3647, Nov. 28, 2011)
(Ord. No. 3688, Dec. 10, 2012)

7.05. Appeals.

The Board of Adjustment shall, subject to such appropriate conditions and safeguards as may be established by legislative body, have only the following powers:

A. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made on behalf of the City by an administrative official or agency based on or made in the enforcement of any applicable zoning regulation or any regulation relating to the location or soundness of structure;

B. To hear and decide, in accordance with the provisions of any applicable zoning regulation, requests for interpretation of any map; and

C. Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of real property at the time of the enactment of any applicable zoning regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition or such piece of property, the strict application of this ordinance would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the Property Owner to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution. No such variance shall be authorized by the Board of Adjustment unless it finds that:

i) The strict application of the any applicable zoning regulation would produce undue hardship;

ii) Such hardship is not shared generally by other real properties in the same zoning district and the same vicinity;

iii) The authorization of such variance will not be of substantial detriment to adjacent real property and the character of the district will not be changed by the granting of the variance; and

iv) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.

No variance shall be authorized unless the Board of Adjustment finds that the condition or situation of the real property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the applicable zoning regulations. In exercising the above-mentioned powers such Board of Adjustment may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from, and may make such order, requirement, decision, or determination, as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such regulation or to ~~effect~~ affect any variation in such regulation.

7.05.02. Violations.

Any of the following shall be violation of this ordinance and shall be subject to the enforcement remedies and penalties provided by this ordinance, by the Zoning Ordinance, and by state law:

To install, create, erect, or maintain any sign in a way that is inconsistent with this ordinance or any plan or permit governing such sign or the zone lot on which the sign is located;

To install, create, erect, or maintain any sign requiring a permit without such a permit;

To fail to obtain a current and valid sign permit for existing signs in accordance with Section 7.04.03 (11C);

To fail to remove any sign that is installed, created, erected, or maintained in violation of this ordinance, or for which the sign permit has lapsed; or

To continue any such violation.

Each sign installed, created, erected, or maintained in violation of this ordinance shall be considered a separate violation when applying the penalty portions of this ordinance and each day a violation exists shall be a separate violation when applying the penalty portions of this ordinance.

7.05.03. Enforcement: Remedies and Penalties.

1. Remedies. Any Property Owner, sign erector, installer, or other person who violates, disobeys, omits, neglects, refuses to comply with, or resists the enforcement of any of the provisions of this Ordinance, will be subject to the following: Any violation or attempted violation of this Ordinance or of any condition or requirement adopted pursuant hereto may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceedings pursuant to State law. A violation of this Ordinance shall be considered a violation of the Zoning Ordinance of the City. The remedies of the City shall include: Issuing a stop work order for any and all work on any signs on the same zone lot, seeking an injunction or other order of restraint or abatement that requires removal of the sign(s) or the correction of the nonconformity, imposing any penalties that can be imposed directly by the City under the Zoning Ordinance, and seeking in court the imposition of any penalties that can be imposed by such court under the Zoning Ordinance.

Upon determination by the Planning ~~Director~~ Manager that a sign poses a danger to public health or safety or is in such a state of disrepair that it is no longer functional, the Planning ~~Director~~ Manager shall provide written notice to the Property Owner(s) of such violation and order removal or repair of the sign. The Property Owner(s) shall have twenty (20) days to comply with this written notice. If the Property Owner(s) fail to comply with the order of removal, the City may have such work done. The costs and expenses of any such work shall be paid by the Property Owners. If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground.

A sign that has been abandoned or no longer used by the Property Owner(s) for at least six (6) months shall be removed. The Planning ~~Director~~ Manager shall provide written notice to the Property Owner(s) of such violation and order removal of the sign. The Property Owner(s) shall have twenty (20) days to comply with this written notice. If the Property Owner(s) fail to comply with the order of removal, the City may have such work done. The costs and expenses of any such work shall be paid by the Property Owner(s). If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground.

The City shall have other such remedies as are and as may from time to time be provided for or allowed by state law for the violation of the Zoning Ordinance.

All such remedies provided herein shall be cumulative. To the extent that State law may limit the availability of a particular remedy set forth herein for a certain violation or a part thereof, such remedy shall remain available for other violations or other parts of the same violation.

2. Criminal Penalties. Any Property Owner, sign erector, installer, or other person who violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of any of the provisions of this ordinance, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than $1,000 for each offense or imprisoned in the county jail for a period not exceeding thirty (30) days for each violation or offense. ***(Ord. No. 3647, Nov. 28, 2011)***

Table 7A PERMITTED SIGNS by TYPE and ZONING DISTRICT

Sign Type	RE RS RD	AG RA	RG	INS [a]	M	BN BNH	BG BGH	BGM	FX	ML MH
Freestanding										
Incidental [c]	N	N	P	P	P	P	P	P	P	P
Monument	S	S	S	S	S	S	S	S	S	S
Other	N	N	S	S	S	S	S	S	S	P
Pole Sign	N	N	N	S	N	S	S	S	S	S
Residential [b]	N	P	N	N	N	N	N	N	N	N
Building										
Awning	N	N	S	S	S	S	S	S	S	S
Banner	N	N	N	N	N	S	S	S	S	S
Building Marker [e]	P	P	P	P	P	P	P	P	P	P
Canopy	N	N	N	N	N	S	S	S	S	S
Identification [d]	P	P	P	P	P	P	P	P	P	P
Incidental [c]	N	N	P	P	P	P	P	P	P	P
Marquee [f]	N	N	N	N	N	N	S	S	S	S
Projecting [f]	N	N	N	N	N	S	S	S	S	S
Residential [b]	P	P	P	N	P	N	N	N	N	N
Roof, Integral	N	N	N	N	N	N	S	S	S	S
Suspended [f]	N	N	N	P	N	N	N	P	N	N
Wall	N	N	N	P	N	S	S	S	S	S
Window	N	N	N	P	N	S	S	S	S	S
Miscellaneous										
Banner [c]	N	N	N	N	N	S	S	S	S	S
Flag [h]	P	P	P	P	P	P	P	P	P	P
Off-Premises Sign	N	N	N	N	N	N	S	S	S	S
Temporary	P	P	P	P	P	S	S	S	S	S

P = Allowed without sign permit
S = Allowed only with sign permit
N = Not allowed

a. This column does not represent a zoning district. It applies to institutional uses permitted under the Zoning Ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, schools, funeral homes, and cemeteries.

b. No commercial message allowed on sign, except for a commercial message drawing attention to an activity legally offered on the premises.

c. No commercial message of any kind allowed on sign if message is legible from any location off the zone lot on which the sign is located.

d. Only address and name of occupants allowed on sign.

e. May include only building name, date of construction, or historical data on historical site; must be cut or etched into masonry, bronze, or similar material.

f. If such a sign is suspended or projects above a public right-of-way, the issuance and continuation of a sign permit shall be conditioned on the Property Owner obtaining and maintaining in force liability insurance for such a sign in such form and such amount as the ~~Director~~ Manager may reasonably from time to time determine, provided that the amount of such liability insurance shall be at least $500,000 per occurrence per sign.

g. The conditions of Section 7.04.03 (9) of this ordinance apply.

h. Except for flags of the United States, flags of the State, the City, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction are included herein, provided that such a flag shall not exceed 60 square feet in area and shall not be flown

from a pole the top of which is more than 40 feet in height. Flags of the United States shall not exceed 600 square feet in area. Flags must be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes. Any flag not meeting one or more of these conditions shall be considered a banner sign and shall be subject to regulation as such. ***(Ord. No. 3647, Nov. 28, 2011)***

TABLE 7B PERMITTED SIGN CHARACTERISTICS BY TYPE

No sign shall exceed any applicable maximum number or dimensions or encroach on any applicable minimum clearance shown on this table.

Sign Type	Number Allowed	Maximum Sign Are	Vertical Clearance	
			From sidewalk, private drive	From public street parking
Freestanding				
Incidental				
Monument				
Other	**See Table 7D**	**See Table 7D**	N/A	N/A
Pole Sign				
Residential				
Building				
Awning	1 per bldg.	25% of surface canopy	9 ft.	12 ft.
Banner	N/A	N/A	9 ft.	12 ft.
Building Marker	1 per bldg.	4 sq. ft.	N/A	N/A
Canopy	1 per bldg.	25% of vertical surface of canopy	9 ft.	12 ft.
Identification	1 per bldg.	N/A	N/A	N/A
Incidental	N/A	N/A	N/A	N/A
Marquee	1 per bldg.	N/A	9 ft.	12 ft.
Projecting	1 per bldg.	40 sq. ft.	9 ft.	12 ft.
Residential	1 per zone lot	N/A	N/A	N/A
Roof, Integral	2 per zone lot	N/A	N/A	N/A
Suspended	1 per entrance	N/A	9 ft.	N/A
Wall	N/A	N/A	N/A	N/A
Window	N/A	25% of total window area	N/A	N/A
Miscellaneous				
Banner	N/A	N/A	9 ft.	12 ft.
Flag (b)	N/A	60 sq. ft.	9 ft.	12 ft.
Temporary	See Section 7.04.03,6	N/A	N/A	N/A

a. Permitted on the same terms as a temporary sign, in accordance with Section 7.04.03(6), except that it may be freestanding.

b. Except for flags of the United States, flags of the State, the City, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction are included herein, provided that such a flag shall not exceed 60 square feet in area and shall not be flown from a pole the top of which is more than 40 feet in height. Flags of the United States shall not exceed 600 square feet in area. Flags must be flown in accordance with protocol established by the Congress or the United States for the Stars and Stripes. Any flag not meeting any one or more of these conditions shall be considered a banner sign and shall be subject to regulation as such.

TABLE 7C MAXIMUM TOTAL SIGN AREA PER ZONE LOT BY ZONING DISTRICT

The maximum total area of all signs on a zone lot except incidental, building marker, temporary, identification signs, and flags (b) shall not exceed the lesser of the following:

	RE RS	RA AG	RG	INS(a)	M	BN BNH	BG BGH	BGM	FX	ML MH
Max. Number of Total Sq. Ft.	10	50	250	375	250	750	1125	750	1125	1125 1250
Sq. Foot of Signage per Linear Foot of Street Frontage	N/A	N/A	0.5	0.5	0.5	2	3	6	4	N/A

a. This column does not represent a zoning district. It applies to institutional uses permitted under the zoning ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, schools, funeral homes, and cemeteries.

b. Except for flags of the United States, flags of the State, the City, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction are included herein, provided that such a flag shall not exceed 60 square feet in area and shall not be flown from a pole the top of which is more than 40 feet in height. Flags of the United States shall not exceed 600 square feet in area. Flags must be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes. Any flag not meeting any one or more of these conditions shall be considered a banner sign and shall be subject to regulation as such.

TABLE 7D NUMBER, DIMENSIONS, and LOCATION of INDIVIDUAL SIGNS by ZONING DISTRICT

Individual signs shall not exceed the applicable maximum number dimensions or setbacks on this table, Table 7B, and Table 7E

	RE RS RD	AG RA	RG	INS[a]	M	BN BNH	BG BGH	BGM	ML FX	MH
Freestanding										
Area (sq. ft.)[b]	8	50	50	250	50	250	375	250	375	375
Height (ft.)	5	see table 7E								
Setback (ft.)[cde]	5	see table 7E								
Number Permitted Per Zone Lot	2	2	n/a	2	n/a	n/a	n/a	n/a	n/a	n/a
Per Feet of Street Frontage	n/a	n/a	1 per 200	n/a	1 per 200	1 per 200	1 per 200[f]	1 per 100	1 per 200	1 per 700
Building										
Area (Max. Sq. Feet)[b]	6	6	6	100	6	n/a	n/a	n/a	n/a	n/a
Wall Area (percent)[g]	n/a	n/a	n/a	n/a	n/a	15%	20%	20%	20%	10%

[a] This column does not represent a zoning district. It applies to institutional uses permitted under the zoning ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, funeral homes, and cemeteries.

[b] The area limits set forth in this table do not apply to temporary signs. See Section 7.04.03 (6) for applicable area restrictions.

[c] Minimum setback is five (5) feet; however, in no case shall the actual sign height exceed the actual setback from any adjacent lot that is zoned and used for residential purposes. For example, if the sign is set back seven (7) feet from such a lot, it may be no more than seven feet (7) high.

[d] In addition to the setback requirements on this table, signs shall be located such that there is at every street intersection a clear view between heights of three (3) feet and ten (10) feet in a triangle formed by the corner and points on the curb thirty (30) feet from the intersection or driveway.

[e] Lots fronting on two or more streets are allowed the permitted signage for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.

[f] For lots that have at least 100 feet of frontage, but less than 200 feet of frontage, Table 7D will be amended to allow a freestanding monument sign in accordance with Table 7E up to a maximum height of 15 feet and a maximum area of 65 square feet, provided the corresponding setback is met. Lots with less than 100 feet of frontage would still not be permitted freestanding signs.

[g] The percentage figure here shall mean the percentage of the area of the wall of which such sign is a part or to which each sign is most nearly parallel.

TABLE 7E FREESTANDING SIGNS
Correlation of setback, Height, and Size

IF Setback from property line (in feet)	**THEN** Maximum Height (in feet)	**THEN** Maximum Size (in square feet)
5	7	25
6	8	30
7	9	35
8	10	40
9	11	45
10	12	50
11	13	55
12	14	60
13	15	65
14	16	70
15	17	75
16	18	80
17	19	85
18	20	90
19	21	95
20	22	100
21	23	105
22	24	110
23	25	115
24	26	120
25	27	125
26	28	130
27	29	135
28	30	140
29	31	145
30	32	150
31	33	155
32	34	160
33	35	165
34	36	170
35	37	175
36	37	180
37	37	185
38	37	190
39	37	195
40	37	200
41	37	205
42	37	210
43	37	215
44	37	220
45	37	225
46	37	230
47	37	235
48	37	240
49	37	245
50	37	250
51	37	255
52	37	260
53	37	265
54	37	270
55	37	275
56	37	280
57	37	285

58	37	290
59	37	295
60	37	300
61	37	305
62	37	310
63	37	315
64	37	320
65	37	325
66	37	330
67	37	335
68	37	340
69	37	345
70	37	350
71	37	355
72	37	360
73	37	365
74	37	370
75	37	375

TABLE 7F PERMITTED SIGN CHARACTERISTICS BY ZONING DISTRICT

	RE RS	**RA AG**	**RG**	**INS(a)**	**M**	**BN BNH**	**BG BGH**	**BGM**	**FX**	**ML MH**
Animated(c)	N	N	N	N	N	N	S	S	S	S
Changeable Copy	N	N	N	P	N	N	S	S	S	S
Illumination, Internal	N	N	N	P(b)	N	S(b)	S	S	S	S
Illumination, External	N	N	P	P(b)	P	S(b)	S	S	S	S

P = Allowed without sign permit
S = Allowed only with sign permit
N = Not allowed

a. This column does not represent a zoning district. It applies to institutional uses permitted under the zoning ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, school, funeral homes, and cemeteries.

b. No direct light or significant glare from the sign shall be cast on to any adjacent zone lot this is zoned and used for residential purposes.

c. Signs shall not change panels or messages within at least 15 seconds and flashing lights or brightness of signs may be regulated based on vehicular traffic safety.

ARTICLE 8 SUPPLEMENTAL REGULATIONS

Section 8.01 Off-Street Automobile Storage

8.01.01 Commercial establishments providing drive-in or drive-through services shall provide minimum on-site stacking distances as provided below:

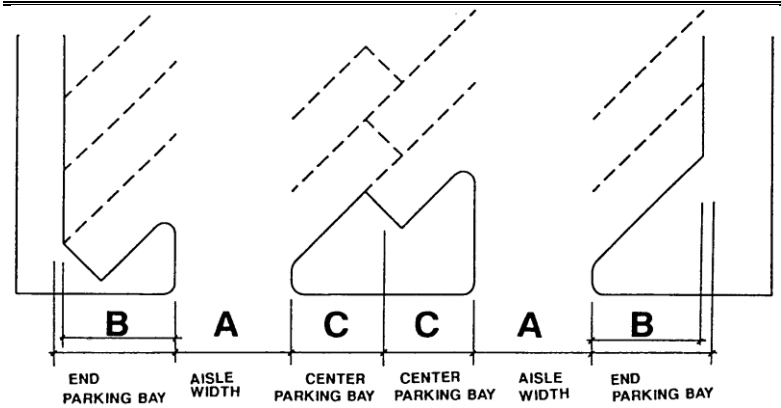
TYPES OF OPERATION	MINIMUM STACKING SPACE
Financial Institution – Electronic Teller	Two vehicles per lane*
Financial Institution – Personal Teller	Three vehicles per window or kiosk*
Car Wash – Self Service	Two vehicles per bay at entrance*
	One vehicle per bay at exit
Car Wash – Automatic / Conveyor	200 feet per bay at entrance*
	One vehicle per bay at exit
Drive-through Restaurant	Four vehicles per window*
Coffee Kiosk	
- Drive side service	Four vehicles per lane*
- Passenger side service	Two vehicles per lane*
Drive-through Pharmacy	Two vehicles per lane*
Service Stations	
- Service Islands	Two vehicles per pump lane*
- Service bay	One vehicle per bay*
- Quick lube / Oil change "starting gate design"	Two vehicles per bay*
- (4 or more pump islands side by side, 18 feet apart	One vehicle per lane*
Gated parking lot entrance	One vehicle per gate
Garage Unit or Overhead door (Major streets only)	One vehicle per door
Other uses	Two vehicles per lane being serviced
* Stacking requirements are in addition to vehicle being served.	

Required vehicle stacking shall not block driveways or required parking stalls and shall not be located in side, front, or rear yards where parking stalls are prohibited. Each vehicle stacking unit shall be 22 feet long. Required stacking may be reduced by approval of the City Council following site plan review by the Planning Commission. Site plan review must demonstrate that circulation and loading patterns accommodate adequate space for queuing and temporary parking by users during peak hours of operation.

Section 8.02 Off-Street Parking Design Criteria

8.02.01 Standard parking stall dimensions shall not be less than 9 feet by 18 feet, plus the necessary space for maneuvering into and out of the space. Where the end of the parking space abuts a curbed area at least five feet in width (with landscaping or sidewalk), an overhang may be permitted which would reduce the length of the parking space by two feet. Such overhang shall be measured from the face of the curb. For standard parking lots, minimum dimensions shall be as follows:

Parking Configuration	**90-degree**	**60-degree**	**45-degree**
Aisle Width (A)			
One-way traffic	-----	18 feet	14 feet
Two-way traffic	24 feet	20 feet	20 feet
End Parking Bay Width (B)			
Without overhang	18 feet	20 feet	19 feet
With overhang	16 feet	18 feet	17 feet
Center Parking Bay Width (C)	18 feet	18 feet	16 feet



8.02.02 Minimum dimensions for a parallel parking space shall be nine feet by 23 feet

8.02.03 Minimum parking dimensions for other configurations or for parking lots with compact car spaces shall be determined by the Planning Commission and City Council upon recommendation of the Planning ~~Director~~ Manager and City Engineer

Section 8.03 Off-Street Parking and Loading

8.03.01 PURPOSE. All buildings, structures, and uses of land shall provide off-street parking and loading space in an amount sufficient to meet the needs caused by the building or use of land and such parking and loading spaces shall be so oriented that they are in fact readily usable for such purpose. Because of the pedestrian orientation of the core of the central business district it is intended that parking be provided at the periphery of the core.

8.03.02 Each use of land and each building or structure hereafter constructed or established, and each addition to a structure, shall provide off-street parking and loading according to the standards set forth herein. When an addition is made to a building which is nonconforming as to parking or loading, a conforming amount of parking shall be supplied based upon the size of the addition. Parking spaces shall also be provided in accordance with the Americans with Disabilities Act and the Nebraska Accessibility Guidelines.

8.03.03 No addition to an existing building shall be constructed which reduces the number of spaces, area, or usability of existing parking or ~~lading~~ **loading** space unless such building and its addition, conform with the regulations for parking and loading contained herein. Contractual agreements may be made between uses which generate parking demand at different times in such a manner that the requirements of more than one use may be met by the same space provided the parking demand for each such use involved is in fact met.

8.03.04 Except as otherwise provided, all off-street parking and loading spaces (including parking areas used for the storage of vehicles, boats, and trailers), access, aisles, and driveways shall comply with the following requirements:

1. All such areas constructed after the effective date of this ordinance shall be surfaced with Portland cement concrete (PCC) or asphaltic cement concrete (ACC).
2. Unless a site-specific engineered solution is otherwise proposed, and approved by the city engineer, commercial properties shall utilize a PCC thickness of 7" or an ACC thickness of 9". Industrial properties shall utilize a PCC thickness of 8" or an ACC thickness of 10".
3. All such areas existing as of the effective date of this ordinance shall be surfaced with an approved hard surface as defined below.
4. Gravel or crushed rock driveways which are permitted under the provisions of this ordinance shall not be permitted to have areas of vegetation or exposed dirt. Permitted concrete, asphalt, brick, paving stones and block pavers shall not be permitted to have areas of exposed dirt or grass/weeds/worthless vegetation with greater than three (3) inches of growth.
5. Any property taking access to a public or private street which has been improved with concrete, asphalt, or brick shall provide an apron, improved with concrete, between the street pavement and the property line. Such apron shall be at least as wide as the associated driveway or access. Any property which does not comply with this provision at the time of its approval by the City Council shall be required to come into compliance not later than October 1, 2012.

6. In the event a property has frontage on more than one street, the property owner may, unless otherwise prohibited, determine the street from which to take access. Regardless of which street is used for access, all off-street parking and loading spaces, access, aisles and driveways shall be provided with an approved hard surface in accordance with this section.
7. The surface of any existing parking pad shall be of a quality greater than or equal to the driveway or access leading to such parking pad.
8. For the purposes of this section, "approved hard surface" for an existing driveway or parking pad shall consist of one of the following materials: concrete, asphalt, brick, paving stones, block pavers, or gravel/crushed rock. For the purposes of Paragraph 7, this list of approved hard surfaces is listed in decreasing degree of quality.
9. The "Hard Surface Committee" consisting of three City Council members appointed by the Mayor, shall hear and decide upon any dispute between a property owner and City staff as to what constitutes an approved hard surface. A property owner's request for a hearing before the Hard Surface Committee shall be submitted in writing on a form provided by the City, which must include payment of the applicable fee as stated in the master fee schedule. Requests submitted without payment of the required fee shall be returned to the property owner.
10. The provisions of this section shall not apply to sales conducted under the terms of a Seasonal Vendor Permit or a permit for the sale of fireworks issued by the City.

(Ord. No. 3663, Feb. 13, 2012)

8.03.05 All parking spaces on concrete shall be a minimum of one hundred sixty-two (162) square feet, and in no event shall any such parking space be smaller ~~that~~ **than** the square footage of the motor vehicle, recreational vehicle, trailer, or boat and boat trailer occupying such parking spaces.

1. Nothing contained herein shall prohibit the City from proceeding simultaneously against both an owner of any real property lot or ground or any part of any lot and against an agent, occupant, or other person in possession, charge, or control of any real property lot or ground or any part of any lot to remedy any violations of Section 8.03 of the Bellevue Zoning Ordinance, as amended.

8.03.06 Subject to the exception contained in Section 8.03.04, all motor vehicles shall be parked on concrete. In all residential zones, all recreational vehicles, trailers, or boats and boat trailers shall be parked in the following manner:

1. Inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone where located.

2. Outside the side yard or rear yard on a concrete, asphalt, or other approved hard surface, provided it is not nearer than two (2) feet to the lot line.

3. Outside on a concrete driveway, provided space is not available in the rear yard or side yard, or there is no reasonable access to either the side yard or rear yard; a corner lot is generally deemed to have reasonable access to the rear yard; and a fence is not necessarily deemed to prevent reasonable access.

4. The body of the recreational vehicle, trailer, or boat and boat trailer must be at least thirteen (13) feet from the face of any curb.

5. No part of the recreational vehicle, trailer, or boat and boat trailer may extend over the public sidewalk or public thoroughfare (right-of-way).

6. Parking is permitted only for storage purposes, and any recreational vehicle, trailer, or boat and boat trailer shall not be:

   A. Used for dwelling purposes, except for overnight sleeping for a maximum of fourteen (14) days in any one (1) calendar year. Cooking is not permitted at any time.

   B. Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries or other purposes.

   C. Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.

7. Notwithstanding any other provisions, of Section 8.03.06, a recreational vehicle, trailer, or boat and boat trailer may be parked anywhere on the premises during active loading or unloading, and use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle, trailer, or boat and boat trailer for use.

8. The recreational vehicle, trailer, or boat and boat trailer shall be owned by the resident on whose property the recreational vehicle, trailer, or boat and boat trailer is parked for storage.

8.03.07 Except in the AG, FX, ML, and MH zoning district, parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length shall be strictly prohibited. Parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length may be allowed in BGH zoning districts by conditional use permit. If necessary, trucks will be measured bumper to bumper, including overhangs and attachments such as trailer hitches and side mirrors. ***(Ord. 3991, April 21, 2020)***

8.03.08 Uses listed below shall provide parking and loading in the amounts specified and at locations specified for the group in which such use falls. For any use not listed, the City Administrator, or designee, shall determine the property requirement by classifying the proposed use among the uses specified herein so as to assure equal treatment. In making any such determination, the City Administrator, or designee, shall follow the principals set forth in the statement of purpose for the parking and loading provisions.

8.03.09 For the purpose of this Section, a parking space shall be at least one hundred sixty-two (162) square feet in size and shall be of easily usable and convenient shape, orientation, and grade. Handicap accessible parking spaces shall be a minimum of ninety-six (96) inches in width and provide an adjacent access aisle a minimum of sixty (60) inches in width. Van accessible parking spaces shall be a minimum of ninety-six (96) inches in width and provide an adjacent access aisle a minimum of ninety-six (96) inches in width. Each such space shall be readily accessible and aisles required for access to any space shall not be counted in meeting the requirements for spaces. Loading spaces shall be at least twelve (12) feet wide and sixty (60) feet long for industrial and warehouse type uses but may be twelve (12) feet wide and thirty (30) feet long for retail, service and institutional establishments. Aisles adequate to accommodate the maneuvering into position of such vehicles shall be provided accessory to such space or spaces. Specified distances from the principal use for which a parking space is provided shall be measured from the edge of the usable parking space to a normal entrance to the building or use along a convenient and unobstructed pedestrian route. Parking spaces shall not be provided within a required front yard, or a side yard at a corner, except as specifically authorized herein.

8.03.10 All off-street parking and loading areas shall be landscaped and screened in accordance with Article 9.

8.03.11. **GROUP A:** All uses of land and buildings enumerated under Group A shall provide off-street parking on the same zoning lot as such use or building and said parking shall have convenient and unobstructed pedestrian access across said zoning lot to a principal entrance to the following buildings or uses:

USE	PARKING REQUIRED	
Dwellings	One (1) for each	
Apartments	Two (2) For each dwelling unit	
Boarding, rooming, and lodging houses	One (1) for each bedroom	
Doctor's offices, medical and dental clinics	Five (5) spaces for each medical or dental practitioner	
Restaurants, beer parlor, taverns, bars, night clubs	One (1) for each two and one half (2.5) seats	
Retail stores and shops	One (1) space for each two hundred (200) square feet of gross sales area.	
Furniture and appliance sales & furniture and appliance repair	One (1) for each five hundred (500) square feet of gross sales space and repair space	
Funeral homes and mortuaries	One (1) for each three (3) seats in chapels or one (1) for each fifty (50) square feet of public area, whichever is greater	
Real estate sales offices	Two (2) for the first two hundred (200) square feet plus one (1) for each one hundred (100) square feet of office and public space	
Small item service and repair shops	One (1) for each two hundred (200) square feet of gross floor area	
Beauty and barber shops	Two (2) for each operator	
Automotive or machinery sales and service garages	One (1) for each four hundred (400) square feet of floor area	
Bowling alleys	Five (5) for each alley.	
Roller and ice rinks, intensive spots and recreation establishments and dance halls	One (1) for each three (3) fixed seats or one (1) for each one hundred (100) square feet of gross floor area of public space as appropriate	
Banks and professional offices and general offices	One (1) for each three hundred (300) square feet of floor area	
Assisted living and multi-family dwellings exclusively for senior citizens	One (1) space for each dwelling unit	
Self-service storage facilities	Two (2) spaces at the rental office or one and one half (1.5) spaces per employee, whichever is greater	
Day care centers	One (1) space per three hundred and fifty (350) square feet of gross floor area plus three (3) spaces for vehicles of the operation	

8.03.12 **GROUP B:** All uses of land or buildings enumerated under Group B shall provide off-street parking on the same zoning lot as such building or use for all customers or patrons frequenting the establishment and said parking shall have convenient and unobstructed pedestrian access across said parking lot to a principal entrance to the building or use. That portion of the parking requirement that is attributed to employees may be provided within three hundred thirty (330) feet of the following uses or buildings:

USE	PARKING REQUIRED	
Hotel, apartment hotel, motel, club with guest rooms	One (1) space for each unit for the first twenty (20) units, plus one (1) space for each two (2) units for those in excess of twenty (20) on site, plus one (1) space for each two (2) employees on the largest shift.	
Hospitals and rest homes	One (1) space for each four (4) beds plus one (1) space for each two (2) staff physicians on site, plus one (1) space for each three (3) employees of all classes on the largest shift.	
College fraternities, college sororities	One (1) space for each two (2) bedrooms. Half of the requirement may be off site.	
Clubs, organization halls	One (1) space for each one hundred (100) square feet of assembly space on site, plus one (1) space for each two (2) employees	
Wholesale stores with stock of goods (without stock, see general offices)	One (1) space for each four hundred (400) square feet of gross floor area. At least half of the requirement shall be on site.	
Warehouses	Four (4) spaces for the first five thousand (5,000) square feet of gross floor area, plus one (1) additional space for each additional five thousand (5,000) square feet or major fraction thereof twenty-five (25) percent of total requirements shall be on site	

8.03.13 **GROUP C:** Parking requirements for customers, patrons, and employees may be provided within six hundred sixty (660) feet of said following uses or buildings:

USE	PARKING REQUIRED	
Auditoriums, stadiums (except school), theaters, community centers and similar places of public assembly	One (1) space for each five (5) seats in the main assembly area, or where no fixed seats are provided one (1) space for each fifty (50) square feet of main assembly area	
Churches	One (1) space for each four (4) seats in the main assembly area	
Libraries, museums and similar uses	One (1) space for each four hundred (400) square feet of gross space to which the public has access.	
Senior high schools, junior high schools, elementary schools (including public, parochial and private)	One (1) space for each teacher or employee except that where living accommodations for such teachers or employees are provided on or near the site this requirement may be satisfied by the parking provided for the living quarters, plus one (1) space for each one hundred (100) square feet of seating space in the auditorium or multi-purpose room, whichever is greater.	
Manufacturing, freight terminals	Four (4) spaces for each ten thousand (10,000) square feet of gross floor area or major fraction thereof, plus one (1) space for each employee on the largest shift	
Multi-tenant commercial strip building	Four and one half (4.5) parking spaces per one thousand (1,000) square feet of gross leasable area	

Section 8.04 Home Based Businesses

The following are the minimum standards required for a Home-Based Businesses:

8.04.01 No external evidence of the home-based business with the exception of one unlighted residential sign as per Article 7.

8.04.02 Advertising displays and advertising devices displayed through a window of the building shall not be permitted.

8.04.03 No more than 25 percent (25%) of the home's total finished square feet can be used for the home-based business. This percentage is inclusive of any detached accessory buildings used for Home based businesses.

8.04.04 Home based businesses shall employ no more than one full-time or part-time employee on-site other than the residents of the dwelling unit, provided that one off-street parking space is made available and used by the non-resident employee.

8.04.05 No exterior storage is permitted.

8.04.06 Additional off-street parking may be required for the business.

8.04.07 If home-based business is for a business office for services rendered at another location, then not more than two (2) business vehicles parked on the home-based business property at any one time. Construction or maintenance equipment shall not be stored on the property other than in an enclosed garage; provided one (1) piece of equipment shall be counted as one (1) of the two (2) business or employee vehicles allowed. For the purpose of enforcement of the home-based business provisions of this ordinance, a piece of construction equipment parked on a trailer shall be counted as a single business vehicle. A trailer being pulled by another vehicle, however, shall be counted as two (2) vehicles. Personal vehicles of occupants of the residential dwelling shall not be included in the count of number of business or employee vehicles.

8.04.08 There shall be no emission of smoke, dust, odor, fumes, heat, glare, noise, and vibration, electrical or electronic disturbance detectable at or from the dwelling premises lot line.

8.04.09 All activities within a home-based business must be able to operate on normal household utilities including electricity.

8.04.10 There shall be no signs, radio, television, newspaper, handbills, classified telephone listing, internet, or similar types of advertising linking the address of the dwelling premises with the Occupation.

8.04.11 All contact by the public shall be by appointment only.

8.04.12 Any occupation which does not meet the characteristics set forth above, shall be interpreted not to be a home-based business.

Section 8.05 Wireless Communication Towers and Antennas

8.05.01 Purposes

1. This Conditional Use Permit procedure provides for the review and discretionary approval of communication towers and building and rooftop mounted antennas. These uses have site development or operating characteristics that require special consideration.

2. To encourage public review of proposed projects which would be regulated under the provisions of this ordinance.

3. To provide a procedure which allows communication towers to operate according to certain conditions without requiring a rezoning to a higher intensity district, which may not conform to the objectives of the Comprehensive Plan.

4. To maximize the use of any existing or new communication tower to reduce the number of towers needed in the community.

8.05.02 Definition of Terms

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

"Antenna" - any exterior apparatus designed for telephonic, radio, data, Internet, or video communications through the sending and/or receiving of electromagnetic waves, and includes equipment attached to a tower or building for the purpose of providing personal wireless services, wireless telecommunications services utilizing frequencies authorized by the Federal Communications Commission for cellular, enhanced specialized mobile radio, specialized mobile radio and personal communications services, telecommunications services, and its attendant base station.

"Communication tower" – A structure principally intended to support transmitting and/or receiving antennas and accessory equipment related to telecommunications

"Height of tower" – The vertical distance between the highest point of the tower structure including the antenna, and the natural grade directly below this point.

8.05.03 Applicability

1. Communication towers which may or may not exceed the height limit of the zoning district, but with a maximum height limit of two hundred (200) feet, and accessory facilities are permitted for the following uses, subject to the requirements of Sections 8.05.04, 8.05.05, and 8.05.06:

   A. Cable television
   B. Two-way radio
   C. Common carriers and private carriers
   D. Cellular telephone
   E. Fixed-point microwave
   F. FM/AM Radio
   G. Television

2. Building and rooftop mounted antennas, subject to the requirements of Section 8.05.04, 8.05.05, and 8.05.06.

3. Accessory facilities including, but not limited to, offices, long-term vehicle storage, other outdoor storage, broadcast studios, or other uses not needed to send or receive transmissions, are not permitted unless such facility is a permitted use in the zoning district.

4. An antenna and supporting structure for the following uses are exempt from the requirements of this ordinance and are permitted in any zoning district if accessory to a permitted use and if they comply with applicable regulations of that zone:

   A. Amateur radios licensed by the FCC
   B. Citizens band radios

C. Home satellite receive-only antennas
D. UHF or VHF television antennas
E. Conventional home television antennas

5. Towers for police, fire, and emergency communications, or other municipal communications, are exempt from the requirements of this ordinance.

6. Towers for military radars which are used for the purpose of defense or aircraft safety are exempt from the requirements of this ordinance.

7. Towers which have painting or lighting requirements due to the requirements of the Federal Aviation Administration or the Nebraska Department of Aeronautics are declared incompatible due to their potential hazard to navigation and are hereby expressly excluded.

8.05.04 Conditions for Approval

Conditional use permits for the purpose of installing communication towers shall be evaluated based on the following information:

1. The purpose of the tower as listed in Section 8.05.03 (1) and information pertaining to the operational need or demand for the tower.

2. The type of tower proposed; either monopole, self-supporting, or guyed mast type, and accessory facilities or structures.

3. The height of the proposed tower, and a determination of the minimum height necessary to accommodate the communication equipment.

4. Minimum setback from all adjoining property equal to:

   A. One hundred (100) percent of the tower height from the base of the tower, not including guy anchors, to any adjoining lot zoned residential.
   B. Twenty (20) feet from the base of the tower, not including guy anchors, to any adjoining lot zoned nonresidential.
   C. Tower guy anchors must meet the minimum setback requirements of the zoning district.
   D. The City Council may grant a reduction in the required setbacks upon a determination that such reduction will not adversely affect adjacent properties and is consistent with the intent of this ordinance.

5. Proximity to the nearest existing tower and information to demonstrate that an existing tower cannot accommodate the communication equipment planned for the proposed tower.

6. The landscaping and other buffers proposed to screen the base of the tower from adjacent residential or commercial uses, streets, parks, or other public property.

7. Other proposed measures to minimize adverse visual effects on adjacent properties including the design of the tower and accessory buildings, avoidance of artificial lighting, non-interference with television and radio reception, and any other factors.

The Planning ~~Director~~ Manager may issue an administrative permit approving an application to locate a building mounted or rooftop mounted antenna if the application does not exceed the permitted height in the zoning district in which it is located and will have minimal adverse effect on the surrounding property. Administrative permits will be allowed only in commercial and industrial zones. Permits for the purpose of installing building and rooftop mounted antennas shall be evaluated based on the following information:

(1) The proposal shall demonstrate the antenna and support structure are safe and the surrounding areas will not be negatively affected by support structure failure, falling ice, or other debris.

(2) Antenna attached to the wall of an existing building shall be mounted in a configuration as flush to the wall as technically possible and shall not project above the wall on which it is attached.

(3) The antenna shall be designed and located so as to minimize any adverse aesthetic impact. The antenna shall be constructed, painted, or fully screened to match as closely as possible the color and texture of the building and wall on which it is mounted.

(4) If accessory equipment or structures are present, they must blend with the surrounding buildings in architectural character and color.

(5) Rooftop mounted antenna and any related equipment shall be completely screened from view as visible from the property line by materials that are consistent and compatible with the design, color, and materials of the building.

(6) Antenna attached to the roof of a building must be either:

A. Omnidirectional or whip antenna no more than seven inches in diameter; or
B. Panel antenna no more than two feet wide and eight feet long.

(7) The fee for the administrative permit shall be in accordance with the Master Fee Schedule.

Within 30 days of receiving a complete application, the Planning ~~Director~~ Manager shall act on the request for an administrative permit. If a request for an administrative permit is not acted upon within 30 days, or is denied, or the conditions imposed thereon are unacceptable to the applicant, then the applicant may, by written notice to the Planning ~~Director~~ Manager, convert the request for an administrative permit to an application for a conditional use permit through the public hearing process.

8.05.05 Application Requirements

An application for a Conditional Use Permit may be submitted by the property owner or their authorized representative. The application shall be filed with the Planning Department and include at least the following information:

1. A site plan showing all existing and proposed structures located within the property, total acreage of the parcel, distance to the property line and distance to structures which are adjacent to the property, scale of the drawing, north arrow and date of the drawing.

2. A landscape plan submitted in accordance with the Landscaping, Buffering, and Screening regulations, although additional buffering and screening may be required as a provision of the Conditional Use Permit.

3. Engineering information pertaining to tower design, building materials, equipment to be attached to the tower, accessory structures, non-interference with television and radio reception, the safety and stability of the structure, and a description of the capacity of the tower, including the number and type of antennas that it can accommodate and the basis for the calculation of capacity.

4. Correspondence with the Federal Aviation Administration, Federal Communications Commission, and the Nebraska Department of Aeronautics to demonstrate progress in compliance with their requirements.

5. A survey of existing towers including type and location, and a statement which demonstrates the need for the new tower.

8.05.06 Duration of Conditional Use Permit

1. A Conditional Use Permit and administrative permit shall become void two (2) years after the date of approval unless the applicant has obtained a building permit and is in the process of or has completed construction of the communication tower or antennas.

2. Within sixty (60) days of the completion of the construction of the tower, the applicant is required to submit an inspection certification from a registered professional engineer demonstrating compliance with the minimum criteria for specifying and designing steel antenna towers and antenna supporting structures. Certification of structural integrity must also be provided to the City every three (3) years thereafter.

3. A Conditional Use Permit approved pursuant to these provisions shall run with the land and continue to be valid upon a change of ownership of the site or structure that was the subject of the permit. The property owner is required, however, to notify the City of any sub-leases or shared use of the tower.

4. The Conditional Use Permit may be revoked upon a finding that the use is in violation of the terms of approval.

5. All obsolete or unused towers, antennas, and accessory facilities must be removed at the owner's expense within twelve (12) months of cessation of the operation of the site.

(Ord. No. 3886, October 9, 2017)

Section 8.06 Residential and Individual Solar Conversion Systems

8.06.01 Purpose
It is the purpose of this ordinance to promote the safe, effective, and efficient use of residential and individual SCS installed to reduce the on-site consumption of utility supplied electricity and that such systems are appropriately sited within Bellevue's zoning jurisdiction.

8.06.02 Definitions
The following are defined for the specific use of this section.

1. **Project Area:** The size of the land area occupied by solar array(s), solar collector(s), and/or SCS, including any foundation, base, other associated electrical equipment or any other extension of the SCS structure.
2. **Solar Array:** Any number of solar photovoltaic modules or panels connected together to increase voltage and/or power to the level required for a given system.
3. **Solar Collector:** A device, or combination of devices, structure, or part of a device or structure which is used to transform solar energy into-thermal, chemical, or electrical energy and that contributes to a structure's energy supply. It includes any space or structural components specifically designed to retain energy derived from solar energy.
4. **Solar Conversion System (SCS):** Any device such as a solar panel, Solar Array, or Solar Collector or any combination thereof, which collects and converts solar energy to a form of useable or on-site energy storage.
5. **Solar Conversion System – Individual:** A SCS for the specific use of an individual, residential, commercial, or public use equal or less than one (1) acre in total project area.
6. **Solar Conversion System – Ground Mounted:** A SCS mounted on racks or poles that is not attached to a building or structure.
7. **Solar Conversion System – Structure Mounted:** A SCS that is directly connected to and supported by a structure or the roof of a structure.

8.06.03 Permit Required for Residential and Individual Solar Conversion Systems

No SCS shall be constructed within the zoning jurisdiction of the City of Bellevue unless a permit is approved and issued by the building inspector, except for mobile units or those six square feet or less in size and is constructed in conformance with the following requirements. For those devices that include electrical, plumbing and heating constructions, the applicable permits shall also be obtained as well as any applicable Federal and Utility permits and inspections that may be required.

8.06.04 Lot and Height Requirements*:* SCS shall conform to the required front, side, and rear lot setback requirements except as provided herein:

1. A structure mounted SCS may project four feet into the front yard; six feet into the rear yard; and two feet into a side yard of five feet or less and four feet into a side yard greater than five feet.
2. A ground mounted SCS may be located in the required rear yard provided it does not exceed fifteen feet in height and is located not less than five feet from the rear lot line and not closer than one foot to any existing easement as measured from the closest point of the structure including its foundation and anchorage's, nor shall the SCS or energy storage devices be located in the required side yard or front yard, unless a Waiver is issued by the Board of Adjustment. Ground mounted SCS shall conform to the maximum ground coverage allowed by the appurtenant zoning district.

8.06.05 Structural Requirements*:* The physical structure and connections to existing structures shall conform to the applicable building codes.

8.06.06 Plot Plan*:* For ground mounted SCS, the application for a permit shall be accompanied by a plot plan drawn to scale showing property lines, existing structures on the lot, proposed SCS location with respect to property lines, and dimensions of the proposed SCS.

Section 8.07 Commercial/Utility Grade Solar Conversion Systems

Section 8.07.01 Purpose
It is the purpose of this ordinance to promote the safe, effective, and efficient use of Commercial/Utility Grade SCS and that such systems are appropriately sited within the zoning jurisdiction of the City of Bellevue.

Section 8.07.02 Definitions*:* The following are defined for the specific uses of this section. Additional definitions pertaining to SCS are found in Section 8.06.02 herein.

1. **Applicant:** Any person or entity submitting an application for a conditional use permit for a Commercial/Utility Grade SCS.
2. **Capacity:** The amount of electricity produced by a SCS measured in kilowatts (kW).
3. **City:** The City of Bellevue Nebraska including its Extra Territorial Jurisdiction (ETJ).
4. **County:** The County of Sarpy, Nebraska.
5. **Operator:** The person or entity responsible for the day-to-day operation and maintenance of the Commercial/Utility Grade SCS including energy storage devices.
6. **Owner:** The person, entity, or entities having controlling or majority equity interest in the Commercial/Utility Grade SCS, including their respective successors and assigns.
7. **Landowner:** The person or entity listed as the real property owner under a lease or other property agreement(s) with the Owner or Operator of the Commercial/Utility Grade SCS.
8. **Setback:** The minimum distance, measured in feet, between the SCS facility and the property line or access easements.
9. **Solar Conversion System – Commercial/Utility Grade:** A series of SCS, solar arrays, and/or solar collectors connected together in order to supply the converted energy to a community, power grid, storage device or public utility, which occupies a project area greater than one (1) acre of land.
10. **State:** The State of Nebraska.

Section 8.07.03 General Requirements

1. No commercial or utility grade SCS shall be constructed within the zoning jurisdiction of the City of Bellevue unless a conditional use permit is approved and issued. Permit and applications for SCS shall comply with all of the policies, requirements, and procedures set out in Article 6: Conditional Use Permits, in addition to the policies, requirements, and procedures set out in this Section.
2. Commercial/Utility Grade SCS may be located in districts designated as ML (Light Manufacturing) and MH (Heavy Manufacturing).
3. Commercial/Utility Grade SCS shall not be permitted within the Highway 34 Corridor Overlay District as defined in Section 5.35 of these regulations.
4. The application fee for the conditional use permit shall be paid by the applicant at the time of submission of the application in accordance with the Master Fee Schedule.

Section 8.07.04 Permitting Requirements

In addition to the requirements and procedures set out in Article 6: Conditional Use Permits, the following requirements and information shall be met and supplied before a Commercial/Utility Grade SCS be approved as a Conditional Use within any district where the use is listed and allowed:

1. The name(s) of project applicants and operator.
2. The name(s) of the project owner.
3. A narrative describing the proposed SCS, including an overview of the project, and proposed total rated capacity (kW) of the SCS.
4. The proposed number, types, and height or range of heights of solar array to be constructed including their generating capacity, storage devices, dimensions, and respective manufacturers.
5. Description of any ancillary facilities or structures to be erected on the site.
6. A site plan, drawn to scale, of the total project area which indicates the following:
    a. Total site acreage.
    b. Description and location of project boundary lines, including all parcels on which the proposed system will be located.
    c. Proposed location of all SCS;
    d. Property lines, setback lines, access roads, and other site features;
7. Existing easements, rights-of way, and current public utility lines or infrastructure;
8. Evidence that the project meets commonly accepted management practices for avian, wildlife, and environmental protections in place at the time of application;
9. Description of existing vegetation and soil information for the proposed site;
10. Erosion/Sediment control plan or resource management plan, if required;
11. Documentation of land ownership and/or legal authority to construct on the proposed site;
12. Any specific requirements of the appropriate fire district and local utilities;

13. A decommissioning plan as required by this ordinance, contingent upon approval of a Conditional Use Permit; and,
14. Any other information as deemed reasonably necessary and requested by the City.

Section 8.07.05 Installation and Design Standards

All commercial/utility grade SCS shall adhere to the following installation and design standards:

1. All structural, electrical and mechanical components of the SCS shall conform to the relevant and applicable local, state and national codes and standards in effect at the time of permit approval.
2. Electrical Codes and Standards. All SCS and accessory equipment shall comply with the National Electrical Code and applicable local code in effect at the time of permit approval.
3. Nebraska State Building Code. All SCS structures shall comply with the International Building Code as adopted by the State of Nebraska Building Code and Bellevue City Code.
4. SET BACK REQUIREMENTS: Minimum setback requirements for all equipment and structures are as follows:
    a. Front Yard – 20 feet
    b. Rear Yard – 10 feet
    c. Side Yard – 5 feet
    d. Street Side Yard - 10

    In the event the setback requirements from the applicable zoning district are greater than the minimum setbacks as required by this section, the requirements of the applicable zoning district shall be followed.
5. Maximum Height: Ground mounted SCS shall not exceed fifteen feet (15') in height at maximum tilt. Exceptions may be granted within the Conditional Use Permit in cases when topography, flood plain or other natural elements of the natural landscape interfere with the ability to meet the foregoing height restrictions.
6. Fencing: All boundary line fencing shall be located entirely upon the property of the SCS. Fences shall consist of open fencing such as chain link. Fences shall not exceed eight (8) feet in height.
7. Buffer Requirement: A berm (2:1 maximum slope with supplemental plant materials including, trees, shrubs, and groundcovers) and/or a continuous evergreen vegetative buffer shall be provided and maintained at all times around the perimeter of the fencing that faces: (a) an existing residence or farmstead not on the subject parcel; or (b) residentially zoned or platted property. The evergreen vegetative buffer shall be composed of evergreen trees or shrubs of a type which at time of planting shall be minimum of six (6) feet in height and which shall be maintained at maturity at a height of eight (8) feet in height to screen the fence. Plantings shall be spaced in accordance with Section 9.05.
8. Stormwater Management and Erosion Control: SCS sites shall meet the requirements for stormwater management and erosion and sediment control pursuant to applicable Nebraska state and local law.
9. Waste Disposal: Solid and hazardous waste, including but not limited to crates, packing materials, damaged or worn solar panels and parts no longer installed within the SCS, batteries, as well as used oils, acids and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state, and federal regulations during construction and operation.
10. On-site power lines shall be buried where reasonably feasible, except when connecting to existing overhead utility lines. This requirement shall not apply to fiber optic connections.

8.07.06 Decommissioning: The owner or operator of a commercial/utility grade SCS shall, at its expense, complete decommissioning of the system and/or individual solar arrays, within twelve (12) months after the end of the useful life of the system or individual solar array, excluding time periods in which a force majeure event prevents the generation of electricity. The commercial/utility grade SCS or individual solar array will presume to be at the end of their useful life if no electricity is generated for a continuous period of twelve (12) months. A decommissioning plan shall be submitted with the application for a commercial/utility Grade SCS conditional use permit, which shall document:

1. The removal of all structural, electrical, and mechanical components of the SCS after the end of its useful life within twelve (12) months.
2. Grading and re-seeding of all disturbed earth.
3. A report prepared by an independent professional engineer licensed in the State of Nebraska that estimates the total cost of decommissioning ("Decommissioning Costs") without regard to salvage value of the equipment, and the cost of decommissioning net salvage value of the equipment ("Net Decommissioning Costs"). Said estimates shall be submitted to the City of Bellevue after the first year of operation and every fifth year thereafter.

4. The owner or operator of the SCS shall post and maintain Decommissioning Funds in an amount equal to Net Decommissioning Costs, provided, at no point shall Decommissioning Funds be less than 25 percent of the Decommissioning Costs. The Decommissioning Funds shall be posted and maintained as a bond, escrow, security agreement, or other form of guarantee approved by the City Attorney.
5. If the owner or operator of the SCS fails to complete decommissioning with the period prescribed herein, then the landowner shall have six months to complete decommissioning.
6. If neither the owner or operator of the SCS nor the landowner complete decommissioning within the periods prescribed herein, then the City of Bellevue may take such measures as necessary to complete decommissioning.
7. An easement allowing the City of Bellevue access to the project site, pursuant to reasonable notice, to effect or complete decommissioning.
8. The escrow agent shall release the Decommissioning funds when the owner of the SCS has demonstrated and the City of Bellevue concurs that decommissioning has been satisfactorily completed, or upon written approval of the City of Bellevue in order to implement the decommissioning plan.
9. An agreement that the City of Bellevue is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the right to seek reimbursement from the owner or operator of the SCS, or landowner, for decommissioning costs in excess of the amount guaranteed, and to file a lien against any real estate owned by the owner or operator of the SCS, or landowner, or in which they have an interest, for the amount of the excess, and to take all steps allowed to enforce such lien.
10. Financial provisions shall not be so onerous as to render SCS facilities unfeasible in the City of Bellevue.

8.07.07 Liability Insurance: For each commercial/utility grade SCS, there shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least $1 million per occurrence and $1 million in the aggregate. Copies of such certificates shall be made available to the City of Bellevue upon request.

(Ord. No. 4055, Oct, 5, 2021)

Section 8.08 Performance Standards for Flex and Industrial Uses

The following standards shall be met unless there are greater standards required by the United States Environmental Protection Agency or the Nebraska Department of Environmental Quality.

8.08.01 **Physical Appearance:** All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be displayed or stored in the open, if the applicable zoning district permits. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the outdoor storage of vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition. Outdoor storage shall be visually screened from public roadways and residential properties.

8.08.02 **Fire hazard:** No operation shall involve the use of highly flammable gasses, acid, liquids, grinding processes, or other inherent fire hazards. This provision shall not be construed to prohibit the use of normal heating fuels, motor fuels and welding gasses when handled in accordance with other regulations of the City of Bellevue.

8.08.03 **Noise:** No operation shall be carried on which involves noise in excess of the normal traffic noise of the adjacent street at the time of the daily peak hour of traffic volume or in excess of eighty (80) decibels, whichever is greater. Noise shall be measured at the property line and when the level of such noise cannot be determined by observation with the natural senses, a suitable instrument may be used and measurement may include breakdowns into a reasonable number of frequency ranges.

8.08.04 **Exterior Lighting:** Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas and public right-of-ways.

8.08.05 **Sewage and Liquid Wastes:** No operation shall be carried on which involves the discharge of waste into a storm sewer, water course, or the ground; nor should any liquid waste of any radioactive or poisonous nature or chemical waste which are detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations be dumped into wastewater sewerage.

8.08.06 **Air Contaminants:**

1. Air Contaminants and smoke shall be less dark than designated Number One on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as Number One shall be permitted for one four-minute period in each one-half hour. Light colored contaminants of such a capacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted
2. Particulate matter of dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two tenths (0.2) grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit, except for a period of four minutes in any one-half hour, at which time it may equal but not exceed six tenths (0.6) grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit.
3. Due to the fact that the possibilities of air contamination cannot reasonably be comprehensively covered in this section, there shall be applied the general rule that there shall not be discharged from any sources whatsoever such quantities of air contaminants or other material in such quantity as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general; or to endanger the comfort, repose, health, or safety of any such considerable number of persons or to the public in general, or to cause, or have a natural tendency to cause injury or damage to business, vegetation, or property.
4. **Odor:** The emission of odors that are generally agreed to be obnoxious to any considerable numbers of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing the odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious and that such odors as associated with baking, or the roasting of nuts and coffee shall not normally be considered obnoxious within the meaning of this ordinances.
5. **Gasses:** The gasses Sulphur dioxide and hydrogen sulphide shall not exceed five parts per million, carbon monoxide shall not exceed five parts per million. All measurements shall be taken at the zoning lot line.
6. **Vibration:** All machines including punch presses and stamping machines shall be so mounted as to minimize vibration and in no case shall such vibration exceed a displacement of three thousands (0.003)

of an inch measured at the zoning lot line. The use of steam or broad hammers shall not be permitted in this zone.

7. **Glare and heat:** All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the zoning lot line. No heat from furnaces or processing equipment shall be sensed at the zoning lot line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.

Section 8.09 Auto Wrecking Yards, Junk Yards, Salvage Yards and Scrap Processing Yards

8.09.01 The use shall be located on a tract of land at least 660 feet from a residential district.

8.09.02 The operation shall be conducted wholly within a noncombustible building or within an area completely surrounded by a solid fence or wall at least eight feet high.

8.09.03 The fence or wall shall be uniform in height, texture, and color, and shall be so maintained by the proprietor as to ensure maximum safety to the public, obscure the junk from normal view of the neighborhood.

8.09.04 The fence or wall shall be installed in such a manner as to retain all scrap, junk or other material within the yard. No scrap, junk or other salvaged materials may be piled or stacked so to exceed the height of the enclosing fence or wall.

8.09.05 No junk shall be loaded, unloaded or otherwise placed either temporarily or permanently outside the enclosed building, fence or wall, or within the public Right-of-Way.

8.09.06 Burning of paper, trash, junk or other materials shall be prohibited.

Section 8.10 Residential and Small Wind Energy Systems

8.10.01 *Purpose*

It is the purpose of this ordinance to promote the safe, effective and efficient use of small wind energy systems installed to reduce the on-site consumption of utility supplied electricity and that such systems are appropriately sited within Bellevue's zoning jurisdiction.

8.10.02 *Definitions*

The following are defined for the specific use of this section. Additional definitions pertaining to wind energy systems are found in Section 8.16.02 herein.

1. **Building-Mounted Wind Turbine (BMWT)**: a wind energy conversion system consisting of a wind turbine mounting system and associated control or conversion electronics and which is mounted to a building and intended to primarily reduce on-site consumption of utility power.
2. **Decibel (db)**: The measurement of a sound pressure relative to the logarithmic conversion of the sound pressure reference level often set as 0 dbA. In general, this means the quietest sound we can hear is near 0 dbA and the loudest we can hear without pain is near 120 dbA. Most sounds in the typical day-to-day environment range from 30 dbA to 100 dbA. Normal speech at 3 feet averages about 65 dbA.
3. **FAA**: Federal Aviation Administration.
4. **Micro-Wind Energy Conversion System** shall mean a Wind Energy Conversion System of 1 kW nameplate generating capacity or less and utilizing supporting towers of 40 feet or less.
5. **Residential Wind Energy Conversion System (RWECS)**: a wind energy conversion system consisting of a wind turbine, tower, and associated control or conversion electronics, and which is intended to primarily reduce on-site consumption of utility power. A system is considered a residential wind energy system only if it supplies electrical power solely for on-site use, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
6. **Small Wind Energy Conversion System (SWECS)**: a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, and which will be used primarily to reduce on-site consumption of utility power. Such system has a rated capacity of not more than 100 kW and which is intended to primarily reduce on-site consumption of utility power.
7. **Total Height** shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Wind Energy Conversion System.
8. **Tower Height** shall mean the height above grade of the first fixed portion of the tower, excluding the wind turbine itself.

8.10.03 *Requirements for Residential Wind Energy Conversion System (RWECS)*

Residential wind energy systems shall be permitted within any district where the use is listed and allowed. Certain requirements as set forth below shall be met. See Section 8.10.07 for regulations on building mounted wind turbines.

1. Wind energy towers shall to the extent possible blend into the surrounding environment and architecture, including painting to reduce visual obtrusiveness. The City Planner may require a photo of an RWECS system of the same model that is the subject of the landowner's application adjacent to a building or some other object illustrating scale (e.g., manufacturer's photo).
2. RWECS shall not be artificially lighted unless required by the FAA or another appropriate authority.
3. No tower should have any sign, writing, or picture that may be construed as advertising.
4. RWECS shall not exceed 60 dBA, as measured at the closest property line. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.
5. The minimum distance between the ground and any protruding blades utilized on an RWECS shall be 20 feet, as measured at the lowest point on the arc of the rotor. The supporting tower shall be secured to prevent unauthorized climbing.
6. Compliance with FAA regulations: An RWECS must comply with applicable regulations of the Federal Aviation Administration, including any necessary approvals for installations close to airports.
7. Compliance with the International Building Code: Building permit applications for an RWECS shall be accompanied by standard drawings of the wind turbine structure, including the tower base, and footings. Compliance with National Electric Code: Building permit applications for an RWECS shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electric Code. This information may be supplied by the manufacturer.
8. Setbacks
   a. RWECS shall comply with the setback requirements of the underlying zoning district.
   b. No part of the wind system structure, excluding guy-wire anchors, may extend closer than 10 feet to the property lines of the installation site
9. Tower Height

The applicant shall provide evidence that the proposed height of the RWECS does not exceed the height recommended by the manufacturer or distributor of the system.

a. The maximum tower height is 80 feet unless a greater restriction is imposed by FAA regulations.

8.10.04 *Requirements for Small Wind Energy Conversion System (SWECS)*

Small wind energy systems shall be permitted within any district where the use is listed and allowed. Certain requirements as set forth below shall be met. See Section 8.10.07 for regulations on building mounted wind turbines.

1. Small wind energy towers shall maintain a galvanized steel finish, unless FAA standards require otherwise, or if the owner is attempting to match the finish on the tower to the surrounding environment and architecture, in which case it may be painted to reduce visual obtrusiveness. The ~~City Planner~~ Planning Manager may require a photo of an SWECS system of the same model that is the subject of the landowner's application adjacent to a building or some other object illustrating scale (e.g., manufacturer's photo).
2. SWECS shall not be artificially lighted unless required by the FAA or another appropriate authority.
3. No tower should have any sign, writing, or picture that may be construed as advertising.
4. SWECS shall not exceed 60 dBA, as measured at the closest property line. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.
5. The minimum distance between the ground and any protruding blades utilized on an SWECS shall be 20 feet, as measured at the lowest point on the arc of the rotor. The supporting tower shall be secured to prevent unauthorized climbing.
6. Compliance with FAA regulations: An SWECS must comply with applicable regulations of the Federal Aviation Administration, including any necessary approvals for installations close to airports.
7. Compliance with the International Building Code: Building permit applications for an SWECS shall be accompanied by standard drawings of the wind turbine structure, including the tower base, and footings. Compliance with National Electric Code: Building permit applications for an SWECS shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electric Code. This information may be supplied by the manufacturer.
8. Setbacks
   a. SWECS shall comply with the setbacks of the underlying zoning district.
   b. No part of the wind system structure, excluding guy-wire anchors, may extend closer than 10 feet to the property lines of the installation site.
9. Tower Height

The applicant shall provide evidence that the proposed height of the SWECS does not exceed the height recommended by the manufacturer or distributor of the system.

a. The maximum tower height is 120 feet unless a greater restriction is imposed by FAA regulations. ***(Ord. No. 3643, Nov. 14, 2011)***

Section 8.11 Commercial/Utility Grade Wind Energy Systems

8.11.01 *Purpose*

It is the purpose of this ordinance to promote the safe, effective, and efficient use of commercial/utility grade wind energy systems and that such systems are appropriately sited within the zoning jurisdiction of the City of Bellevue.

8.11.02 *Definitions*

The following are defined for the specific use of this section.

1. **A-weighted Sound Level (dbA)**: a measurement of sound pressure level, which has been filtered or weighted to progressively de-emphasize the importance of frequency components below 1,000 Hz and above 5,000 Hz. This reflects the fact that human hearing is less sensitive at low frequencies and at extremely high frequencies, relative to the mid-range of the frequency spectrum. This area of sensitivity also corresponds to the human speech band. This measurement is the most commonly used filter in both industrial noise applications (governed by OSHA) and community noise regulations.
2. **Aggregate Project** shall mean projects that are developed and operated in a coordinated fashion, but which have multiple entities separately owning one or more of the individual WECS within the larger project. Associated infrastructure such as power lines and transformers that service the facility may be owned by a separate entity but are also part of the aggregated project.
3. **Applicant**: A property owner, or any person or entity acting as an agent for the property owner, in an application for a WECS Permit under this Article.
4. **Blade Glint**: The intermittent reflection of the sun off the gloss surface of wind turbine blades.
5. **Building-Mounted Wind Turbine (BMWT)**: a wind energy conversion system consisting of a wind turbine mounting system and associated control or conversion electronics and which is mounted to a building and intended to primarily reduce on-site consumption of utility power.
6. **Commercial Wind Energy Conversion System (CWECS)**: an electrical generating facility comprised of one or more wind turbines and accessory facilities generating capacity, including but not limited to: power lines, transformers, substations and meteorological towers that operate by converting the kinetic energy of wind into

electrical energy. The energy generated will be used by a utility company for off-site use. A wind energy conversion system of equal to or greater than 100 kW in total name plate generating capacity.

7. **Decibel (db)**: The measurement of a sound pressure relative to the logarithmic conversion of the sound pressure reference level often set as 0 dbA. In general, this means the quietest sound we can hear is near 0 dbA and the loudest we can hear without pain is near 120 dbA. Most sounds in the typical day-to-day environment range from 30 dbA to 100 dbA. Normal speech at 3 feet averages about 65 dbA.
8. **FAA**: Federal Aviation Administration.
9. **Fall Zone** shall mean the area, defined as the furthest distance from the tower base, in which a guyed tower will collapse in the event of a structural failure. This area is less than the total height of the structure.
10. **FCC**: Federal Communications Commission.
11. **Feeder Line** shall mean any power line that carries electrical power from one or more wind turbines or individual transformers associated with individual wind turbines to the point of interconnection with the electric power grid, in the case of interconnection with the high voltage transmission systems the point of interconnection shall be the substation serving the wind energy conversion system.
12. **Furling**: A design characteristic of a wind turbine intended to limit its power output in high winds by changing the rotor's plane of rotation to a plane that is not perpendicular to the prevailing wind direction.
13. **Hub Height**: the distance measured from ground level to the centerline of the rotor.
14. **Ice Throw**: Ice build-up that is thrown by the spinning turbine blades.
15. **Meteorological Tower** shall mean, for purposes of this ordinance, a tower, including the tower, base plate, anchors, guy cables and hardware, anemometers (wind speed indicators), wind direction vanes, booms to hold equipment, data loggers, instrument wiring, and any telemetry devices that are used to monitor or transmit wind speed and wind flow characteristics over a period of time for either instantaneous wind information or to characterize the wind resource at a given location. Meteorological towers do not include towers and equipment used by airports, the Nebraska Department of Roads, or other applications to monitor weather conditions.
16. **Micro-Wind Energy Conversion System** shall mean a Wind Energy Conversion System of 1 kW nameplate generating capacity or less and utilizing supporting towers of 40 feet or less.
17. **Nacelle**: A cover housing that holds all of the generating components of a WECS, such as the gearbox, drive train, rotor shaft, and brake assembly.
18. **Operator**: The person or entity responsible for the day-to-day operation and maintenance of the WECS.
19. **Public Conservation Lands** shall mean land owned in fee title by State or Federal agencies and managed specifically for conservation purposes, including but not limited to State Wildlife Management Areas, State Parks, Federal Wildlife Refuges and Waterfowl Production Areas. For purposes of this ordinance, public conservation lands will also include lands owned in fee title by non-profit conservation organizations, public conservation lands will also include private lands upon which conservation easements have been sold to public agencies or non-profit conservation organizations.
20. **Pure Tone**: A sound whose instantaneous sound pressure is a simple sinusoidal function of the time and is characterized by a single frequency or singleness of pitch. For the purpose of these regulations, a pure tone shall exist if the one-third octave band sound pressure level in the bandwidth of the tone exceeds the arithmetic average of the sound pressure levels on the two contiguous one-third octave bands by five db for center frequencies of 500 Hz and above, and eight db for center frequencies between 160 and 400 Hz, and by 15 db for center frequencies less than or equal to 125 Hz.
21. **Residential Wind Energy Conversion System (RWECS)**: a wind energy conversion system consisting of a wind turbine, tower, and associated control or conversion electronics, and which is intended to primarily reduce on-site consumption of utility power. A system is considered a residential wind energy system only if it supplies electrical power solely for on-site use, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
22. **Rotor**: The rotating part of a turbine, including the blades.
23. **Rotor Diameter** shall mean the diameter of the circle described by the moving rotor blades.
24. **Sensitive Receptor**: Structures that have occupants on a routine basis and whose occupants could be negatively affected by noise, vibration, shadow, or flicker, including those structures intended for four season human habitation (whether inhabited or not), public parks, state designated wildlife areas, the manicured areas of private recreational establishments such as golf courses or the campsites in a state approved campground, schools, daycare centers, elderly care facilities, hospitals, places of public assembly, and businesses.
25. **Shadow Flicker**: When the blades of an operating wind turbine pass between the sun and an observer, casting a readily observable, moving shadow on the observer and his or her immediate environment.
26. **Small Wind Energy Conversion System (SWECS)**: a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, and which will be used primarily to reduce on-site consumption of utility power. Such system has a rated capacity of not more than 100 kW and which is intended to primarily reduce on-site consumption of utility power.
27. **Stall Control**: A braking mechanism on wind turbines where the rotor blades are bolted onto the hub at a fixed angle. The rotor blade profile is aerodynamically designed to ensure that the moment the wind speed becomes

too high it creates turbulence on the side of the rotor blade which is not facing the wind. This stall prevents the lifting force of the rotor blade from acting on the rotor.

28. **Substations** shall mean any electrical facility to convert electricity produced by wind turbines to a voltage greater than 35,000 (35,000 KV) for interconnection with high voltage transmission lines.

29. **Total Height** shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Wind Energy Conversion System.

30. **Tower** shall mean the vertical structures that support the electrical, rotor blades, or meteorological equipment.

31. **Tower Height** shall mean the total height of the Wind Energy Conversion System exclusive of the rotor blades.

32. **Transmission Line** shall mean the electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.

33. **Turbine, or Wind Turbine**: see "Wind Energy Conversion System."

34. **Upwind Rotor**: A design in which the rotor on a wind turbine tower faces into the wind.

35. **Well-designed Braking System**: The primary braking system, which uses a mechanical brake, pitch-control of the turbine blades, or stall-control to bring the turbine to a stop in such a way that stall-induced vibrations/noise are avoided.

36. **Wind Energy Conservation System (WECS)** shall mean an electrical generating facility comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations, and meteorological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid.

37. **Wind Energy Conversion System (WECS) Facility**: An electric generating facility, whose main purpose is to supply electricity, consisting of one or more wind turbines and other accessory structures and buildings, including substations, meteorological towers, electrical infrastructure, transmission lines and other appurtenant structures and facilities.

38. **Wind Turbines** shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy using airfoils or similar devices to capture the wind.

8.11.03 *Requirements*

Commercial/Utility Grade wind energy systems shall be permitted as a Conditional Use within any district where the use is listed and allowed. The following requirements and information shall be met and supplied:

1. The name(s) of project applicant.
2. The name of the project owner.
3. The legal description and address of the project.
4. A description of the project including: Number, type, name plate generating capacity, tower height, rotor diameter, and total height of all wind turbines and means of interconnecting with the electrical grid.
5. Site layout, including the location of property lines, wind turbines, electrical grid, and all related accessory structures. This site layout shall include distances and be drawn to scale.
6. Engineer's certification from a professional engineer licensed in the State of Nebraska.
7. Documentation of land ownership or legal control of the property.
8. The latitude and longitude of individual wind turbines.
9. A USGS topographical map, or map with similar data, of the property and surrounding area, including any other Wind Energy Conversion System, within 10 rotor distances of the proposed CWECS not owned by the applicant.
10. Location of wetlands, scenic, and natural areas (including bluffs) within 1,320 feet of the proposed CWECS.
11. An Acoustical Analysis that certifies that the noise requirements within these regulations can be met.
12. FAA and FCC permit, if necessary. Applicant shall submit permit or evidence that the permit has been filed with the appropriate agency.
13. Location of all known Communication Towers within two miles of the proposed Wind Energy Conversion System and evidence that there will be no interference with any such commercial and/or public safety communications towers.
14. Decommissioning Plan as required by this ordinance.
15. Description of potential impacts on nearby Wind Energy Conversion Systems and wind resources on adjacent properties.
16. A CWECS shall be located on a parcel that is at least ten (10) acres in size.
17. Setbacks identified as required in Section 8.10.05.

8.11.04 *Aggregated Projects*

1. Aggregated projects may jointly submit a single application and be reviewed under joint proceedings, including notices, public hearings, reviews and as appropriate approvals.
2. Permits may be issued and recorded separately.

3. Joint projects will be assessed fees as one project.

8.11.05 *Setbacks*

All towers shall adhere to the setbacks established in the following table:

	Wind Turbine – Commercial/Utility WECS	Meteorological Towers
Property Lines	1.25 times the total height.	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or 1.1 times the total height.
Neighboring Dwelling Units*	750 feet	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or 1.1 times the total height.
Road Rights-of-Way**	One times the height.	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.
Other Rights-of-Way	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.
Public conservation lands	1320 feet	600 feet
Wetlands, USFW Types III, IV, and V	1320 feet	600 feet
Other structures	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.	The greater of: The fall zone, as certified by a professional engineer, + 10 feet or one times the total height.
Other existing WECS	To be considered based on: • Relative size of the existing and proposed WECS • Alignment of the WECS relative to the predominant winds • Topography • Extent of wake interference impacts on existing WECS • Property line setback of existing WECS • Other setbacks required Waived for internal setbacks in multiple turbine projects including aggregated projects	
River Bluffs	1,320 feet	NA

* The setback for dwelling units shall be reciprocal in that no dwelling unit shall be constructed within the same distance required for a commercial/utility Wind Energy Conversion System.

** The setback shall be measured from any future Rights-of-Way if a planned change or expanded right-of-Way is known.

8.11.06 *Special Safety and Design Standards for CWECS*

All towers shall adhere to the following safety and design standards:

1. Clearance of rotor blades or airfoils must maintain a minimum of 20 feet of clearance between their lowest point and the ground.
2. All CWECS shall have a sign or signs posted on the tower, transformer and substation, warning of high voltage. Other signs shall be posted on the turbine with emergency contact information.
3. All wind turbines, which are a part of a CWECS, shall be installed with a tubular, monopole type tower.
4. Turbine identification:
   A. Each site access road shall be named according to the City Street (or county road) naming convention;
   B. Each individual turbine shall be designated with a numeric or alphanumeric identifier;
   C. Each individual turbine shall be labeled with its respective identifier and the name of the access road it is located along; and
   D. Signage shall be provided at the intersection of each access road with the public right-of-way indicating the towers that may be found along that access road, along with subsequent signage at each road intersection within the site further indicating the direction to specific towers.
5. Wind turbines that are not designed in "accordance with proven good engineering practices" shall be prohibited. Turbines designed with the following characteristics shall be deemed in "accordance with proven good engineering practices:"
   A. at least 3 blades;
   B. upwind rotor;
   C. no furling;
   D. tapered and twisted blades; and
   E. a well-designed braking system.
6. Color and finish:
   A. All wind turbines and towers that are part of a CWECS shall be white, grey or another non-obtrusive single color.
   B. Blades may be black in order to facilitate deicing.
   C. Finishes shall be matte or non-reflective.
   D. CWECS shall not display advertising, except for reasonable identification of the manufacturer, facility owner or operator, which may be placed on the nacelle.
7. Visual Impact
   A. To provide visual order to a CWECS facility, all individual turbines shall have the same number of rotor blades and all rotor blades shall spin in the same direction (i.e., clockwise or counterclockwise) in relation to the wind.
   B. Except during construction, re-construction or removal, outdoor storage is not permitted within the facility boundary except at locations that are screened from view, as shown on the approved site plan;
   C. If turbines become inoperable for any reason, they shall be repaired as soon as reasonably possible;
   D. To avoid cluttering the skyline, inverters and pendant power cables shall be located inside the wind turbine tower, nacelle or structure;
   E. No telecommunications dishes, antennas, cellular telephone repeaters or other similar devices shall be attached to wind turbine towers;
   F. The maximum total height of the turbines shall be 355 feet. Greater height, but not in excess of 400 feet, may be considered on a case-by-case basis if the applicant can sufficiently demonstrate that the increased height will result in increased energy efficiencies thereby reducing the overall number of turbines in the project. However, in all cases, due consideration shall be given to the scale of the turbines in relation to the surrounding landscape.
8. Lighting:
   A. Lighting, including lighting intensity and frequency of strobe, shall adhere to but not exceed requirements established by the FAA permits and regulations.
   B. Red strobe lights shall be used during nighttime illumination to reduce impacts on neighboring uses and migratory birds.
   C. Red pulsating incandescent lights shall be prohibited.
9. All signage shall comply with the sign regulations found in these regulations.
10. All communications and feeder lines installed as part of a CWECS shall be buried, where feasible.
11. No CWECS shall exceed 50 dbA at the nearest structure or use occupied by humans.
12. Controls and brakes:
   A. All CWECS shall be equipped with a redundant braking system. This includes both aerodynamic overspeed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode.
   B. Stall regulation shall not be considered a sufficient braking system for overspeed protection.
13. Interference.

A. The applicant shall minimize or mitigate interference with any commercial or public safety electromagnetic communications, such as radio, telephone, microwaves, or television signals caused by any CWECS.

B. The applicant shall notify all communication tower operators within five miles of the proposed CWECS location upon application to the City for permits.

14. Roads, applicant shall:

A. Identify all city, county, or townships streets/roads to be used for the purposes of transporting CWECS, substation parts, cement, and/or equipment for construction, operation or maintenance of the CWECS and obtain applicable weight and size permits from the impacted jurisdictions prior to construction.

B. Conduct a pre-construction survey, in coordination with the appropriate jurisdictions to determine existing road conditions. The survey shall include photographs and a written agreement to document the condition of the public road/facility.

C. Be responsible for restoring or paying damages as agreed to by the applicable jurisdiction sufficient to restore the road(s) and bridges to preconstruction conditions.

15. The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of the CWECS.

16. Solid and Hazardous wastes, including but not limited to crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state and federal regulations.

8.11.07 *Building-Mountable Wind Turbines (BMWT)*

A BMWT and its essential support facilities shall be allowed as a permitted accessory use when attached to the ~~principle~~ principal structure in any zoning district subject to the following:

1. A simple site plan shall be submitted for each BMWT providing the following information:
2. Mounting location of the BMWT on the ~~principle~~ principal structure.
3. Description of the BMWT height and width, including a photo (if available) or other visual representation.
4. BMWT shall not exceed 60 dBA, as measured at the closest property line. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.
5. BMWT shall comply with the maximum height requirement of the zoning district in which it is located. Applicants proposing an installation higher than allowed by the zoning district in which it will be located may apply for a variance to the Zoning Board of Adjustment.
6. No BMWT may occupy, encroach or "overhang" any public right-of-way without the expressed approval of the City of Bellevue.
7. Each BMWT installation shall require a separate building permit.

8.11.08 *Noise and Shadow Flicker*

1. Audible sound from a WECS facility shall not exceed 50 dbA if it is determined a pure tone is generated by the facility, as measured at the exterior of any occupied building on a non-participating landowner's property. Methods for measuring and reporting acoustic emissions from the WECS facility shall be equal to or exceed the minimum standards for precision described in AWEA Standard 2.1 (1989) titled *Procedures for the Measurement and Reporting of Acoustic Emissions from Wind Turbine Generation Systems Volume I: First Tier*.
2. The Facility owner and Operator shall make reasonable efforts to minimize shadow flicker to any occupied building on a non-participating landowner's property.

8.11.09 *Use of Public Roads; Bond Required*

The property owner of a CWECS facility shall be responsible for extraordinary maintenance and restoration of all City roads leading to the project site that may be damaged during construction or due to activities involving the CWECS facility unless the property owner can prove that operation of the CWECS facility was not the cause of the roadway damage. All maintenance and restoration of roads shall be done with the approval of and to the satisfaction of the Public Works Director. The following information shall be submitted along with an application for a CWECS Permit:

1. Detailed maps of access and haul routes;
2. If weight and size permits are required by the Nebraska Department of Roads, a pre-construction baseline survey shall be provided to document and determine existing road conditions;
3. A report on potential road damage that may result from the construction and maintenance of the CWECS facility;
4. If, in the discretion of the Public Works Department, road damage may occur, a road damage mitigation plan and/or long-term road maintenance agreement shall be submitted, which shall include a bond, escrow, security agreement, or other form of guarantee approved by the City Attorney, in an amount determined by the Public Works Director to be sufficient to guarantee the necessary restoration or extraordinary maintenance required due to the construction or operation of the CWECS facility; and

5. If impacts may occur to public roads in other jurisdictions, the Applicant shall give notice to such other jurisdictions, providing information regarding road impacts, and submit to the Public Works Department proof that such notice was given.

8.11.10 *Decommissioning Plan; Bond Required*

1. The facility owner and operator shall, at its expense, complete decommissioning of the CWECS facility, or individual turbines, within six months after the end of the useful life of the facility or individual turbines. The CWECS facility or individual turbines will presume to be at the end of their useful life if no electricity is generated for a continuous period of 12 months. A decommissioning plan shall be submitted with an application for a CWECS permit, which shall document:
   A. The removal of turbines, buildings, cabling, electrical components, roads, foundations to a depth of four feet within 180 days;
   B. Grading and re-seeding all disturbed earth;
   C. A report prepared by an independent professional engineer licensed in the State of Nebraska that estimates the total cost of decommissioning ("Decommissioning Costs") without regard to salvage value of the equipment, and the cost of decommissioning net salvage value of the equipment ("Net Decommissioning Costs"). Said estimates shall be submitted to the City of Bellevue after the first year of operation and every fifth year thereafter.
   D. The facility owner or operator shall post and maintain Decommissioning Funds in an amount equal to Net Decommissioning Costs, provided, at no point shall Decommissioning Funds be less than 25 percent of Decommissioning Costs. The Decommissioning Funds shall be posted and maintained as a bond, escrow, security agreement, or other form of guarantee approved by the City Attorney.
   E. If the facility owner or operator fails to complete decommissioning within the period prescribed herein, then the landowner shall have six months to complete decommissioning.
   F. If neither the facility owner or operator, nor the landowner complete decommissioning within the periods prescribed herein, then the City of Bellevue may take such measures as necessary to complete decommissioning.
   G. An easement allowing the City of Bellevue access to the project site, pursuant to reasonable notice, to effect or complete decommissioning.
   H. The escrow agent shall release the Decommissioning Funds when the facility owner or operator has demonstrated and the City of Bellevue concurs that decommissioning has been satisfactorily completed, or upon written approval of the City of Bellevue in order to implement the decommissioning plan.
   I. An agreement that the City of Bellevue is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the right to seek reimbursement from the facility owner or operator, or property owner, for decommissioning costs in excess of the amount guaranteed, and to file a lien against any real estate owned by the facility owner or operator, or property owner, or in which they have an interest, for the amount of the excess, and to take all steps allowed to enforce such lien.
2. Financial provisions shall not be so onerous as to render CWECS facilities unfeasible in the City of Bellevue.

8.11.11 *Repair; Abandonment; Removal*

Small Wind Energy Conversion Systems: Any SWECS found to be unsafe by the Building Official shall be repaired by the owner to meet federal, state, and local safety standards, or removed within six months. If any SWECS is not operated for a continuous period of 12 months, the City shall notify the landowner by registered mail that such SWECS is deemed abandoned and provide 45 days for a response. In their response, the landowner shall set forth reasons for the operational difficulty and provide a timetable for corrective action not exceeding six months. If the corrective action is not completed with six months, the City shall notify the landowner that such SWECS shall be removed within 12 days of receipt of the notice.

8.11.12 *Liability Insurance*

For each CWECS facility, there shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least $1 million per occurrence and $1 million in the aggregate. Copies of such certificates shall be made available to the City of Bellevue upon request.

(Ord. No. 3643, Nov. 14, 2011)

Section 8.12 Building Design and Material Criteria

8.12.01 *Exterior architectural standards for commercial, office, industrial, warehouse, multi-family residential, and similar buildings in residential and nonresidential zoning districts.*

The purpose of this section is to establish minimum standards for exterior architecture of commercial, office, multi-family residential, industrial and warehouse buildings to ensure high quality of development, redevelopment, and compatibility with evolving architectural or planning themes that contribute to a community image of quality, visual aesthetics, permanence, and stability which are in the best interest of the citizens of the City. These standards are intended to prevent the use of materials that are unsightly, rapidly deteriorate, contribute to depreciation of area property values, or cause urban blight.

These standards are further intended to ensure coordinated design of building exteriors, additions, and accessory structures in order to: (i) prevent visual disharmony, and (ii) minimize adverse impacts on adjacent properties from buildings which are or may become unsightly and buildings that detract from the character and appearance of the area. It is not the intent of this section to unduly restrict design freedom when reviewing and approving project architecture in relationship to the proposed land use, site characteristics, and building layout of the development.

The guidelines in this ordinance shall apply to all new structures, additions, and exterior alterations except as otherwise noted. Any buildings or phased developments that have been issued building permits and are under construction at the time of the adoption of this Ordinance shall be exempt from these guidelines.

8.12.02 *Minimum submission requirements.*

The applicant obtaining the permit shall submit the following:

1. Elevations and dimensions of all sides of existing and proposed buildings, including but not limited to, roof mechanical equipment, vents, chimneys, heating, air conditioning and ventilating, electrical equipment heights, or other projecting items above the roof line.
2. Percentages of building materials utilized.
3. Elevations and dimensions of all existing or proposed solid waste and recycling containment areas.
4. Detailed exterior descriptions, including type and color of all exterior building materials (including color renderings and/or color pallets), awnings, exterior lighting, mechanical screening material, fencing, metal flashing and the like.
5. Other information as requested by the City of Bellevue.

8.12.03 *Exterior design standards.*

Exterior surface materials of buildings shall be subject to the following:

1. Classes of materials. For the purpose of this subsection, materials shall be divided into class I, class II, class III and class IV categories as follows:

    A. Class I
        i.. Fired Clay Brick
        ii. Natural and manufactured stone
        iii. Glass
        iv. Architectural precast panels as defined by PCI MNL-117-96, Third Edition
        v. Architectural concrete masonry units integrally colored such as textured or rock faced block, except for burnished block.
        vi. Low profile, non-corrugated, metal panels utilizing concealed fastener and sealant systems. Panel systems may incorporate recessed reveals for panel jointing.
        vii. Other comparable or superior materials as approved by the Design Review Board

    B. Class II
        i. Structural precast panels (with special finishes) as defined by PCI MNL-116-99, Fourth Edition
        ii. Masonry stucco
        iii. Exterior finish installation system (EFIS)
        iv. Other comparable or superior materials as approved by the Design Review Board

    C. Class III
        i. Cement fiber board
        ii. Opaque panels
        iii. Vinyl siding

iv. Ornamental metal (i.e. trim) and copper panels
v. Other comparable or superior materials as approved by the Design Review Board

D. Class IV
i. Smooth concrete block
ii. Smooth scored concrete block
iii. Smooth concrete tilt up panels
iv. Structural precast panels (without special finishes) as defined by PCI MNL-116-99, Fourth Edition
v. Architectural concrete masonry units such as burnished block.
vi. Ceramic
vii. Glass block
viii. Wood
ix. Standard formed metal panels consisting of pre-finished steel or aluminum sheet material formed in rolled ribbed panel profiles utilizing exposed fastener systems (in the ML and MH zoning districts only).
x. Other comparable or superior materials as approved by the Design Review Board

2. Buildings shall incorporate classes of materials in the following manner:
   A. Office and commercial buildings: must use at least three (3) different class I materials; the front elevation of the building and any elevation fronting a public or private street must be composed of at least sixty (60) percent class I materials, not more than forty (40) percent class II or class III materials, and not more than ten (10) percent class IV materials. Any other elevation of the building must be composed of at least forty (40) percent class I materials, not more than sixty (60) percent class II or III materials; and not more than ten (10) percent class IV materials.
   B. Industrial and warehouse buildings: must use at least two (2) different class I or II materials; the front elevation of the building and any elevation fronting a public or private street must be composed of at least sixty (60) percent class I or class II materials, not more than forty (40) percent of class III and class IV materials, and not more than ten (10) percent class IV materials. Any other elevation of the building must be composed of at least twenty-five (25) percent Class I or II materials. Class I, II, III, or IV materials must be used on the remaining seventy-five (75) percent of the building elevation.
   C. All elevations of multi-family residential buildings must use at least three (3) different class I materials and must be composed of at least sixty (60) percent class I materials; not more than forty (40) percent class II or III materials; and not more than ten (10) percent class IV materials. Accessory structures to the multi-family residential use must be composed of at least sixty (60) percent class I materials; not more than forty (40) percent class II or III materials; and not more than ten (10) percent class IV materials.
   D. Buildings in residential zoning districts that are not single family or two-family residences, and their accessory structures, shall conform to the exterior finish materials and proportions of office or commercial buildings.

3. Buildings may be constructed primarily of one (1) specific class I material provided the design is obviously superior to the general intent of this section, provides variation in detailing, footprint of the structure or deviations in long wall sections to provide visual interest.

4. Garage doors shall not constitute required materials that make up the exterior of a building.

5. All rooftop equipment shall be screened from public view with an architectural treatment that is compatible with the building's architecture and integral to the overall appearance of the building, except where prohibited by the Building Code or other adopted codes.

6. All mechanical equipment located on the roof or around the perimeter of a structure shall be screened by a raised parapet or with comparable and compatible exterior building materials.
   A. Screening for rooftop mechanical equipment shall incorporate similar architectural features of the building and/or be constructed of a material and color compatible with other elements of the building.
   B. Metal cabinets used to enclose and protect rooftop mechanical equipment shall not substitute as screening.

7. Front elevations or building facades or walls that face a public or private street, shall not have an uninterrupted length exceeding 50 feet without including a change of plane and elevation.

8. As viewed from ground levels at a variety of locations at the property line, roof materials shall be similar to, or an architectural equivalent of, a three hundred (300) pound or better asphalt or fiberglass shingle, clay tile, or wooden shingle. Architectural metal roofs may also be utilized.

9. Vinyl siding must meet the ASTM D3679 standard and be a minimum thickness of 0.042 inches.

10. Garish or bright colors (i.e., orange, bright yellow, or fluorescent colors) on the building shall be minimized, but in no case shall such coloring exceed five (5) percent of each elevation.

11. Brick or stone exteriors shall not be painted during the life of the exterior materials.

12. Design of structural canopies shall be integrated with adjacent building architecture through the use of similar materials, colors, and roof forms.

8.12.04 Screening Requirements:

1. All waste and recycling receptacles shall be stored within the ~~principle~~ principal structure or within an accessory enclosure area, subject to the following:
   A. Enclosure shall be located adjacent to the structure whenever possible.
   B. Exterior wall treatment of the enclosure shall conform to the color and materials of the ~~principle~~ principal structure.
   C. Enclosure must be accessible to waste and recycling collections vehicles.
2. Equipment used for mechanical, processing, bulk storage tanks, utility meter banks, coolers, or equipment used for suppressing noise, odors and the like that protrudes from a side of a building or is located on the ground adjacent to a building shall be screened from public view as much as practical with materials matching the design of the building. Where miscellaneous exterior equipment cannot be fully screened with matching building materials, landscaping may be used as additional screening.

8.12.05 Outdoor Storage or Displays of Merchandise:

1. Outdoor storage or displays of merchandise shall comply with the following regulations:
   A. The outdoor storage or display of merchandise shall not occupy required parking stalls or interfere with the safe and unobstructed use of vehicular or pedestrian access ways or walkways.
   B. The applicant of the proposed outdoor storage or display of merchandise shall submit a site plan to the Planning Department for approval. The site plan shall specify the location and dates of all non-permanent/temporary structures and merchandise on display. Any changes in the submitted site plan or dates shall require the approval of the Planning Department. Site plan approval must be obtained prior to any structures being erected and merchandise being displayed.
   C. The Planning ~~Director~~ Manager may establish additional requirements as necessary to minimize hazards and promote efficient traffic circulation on the site.
   D. Outdoor storage or displays of merchandise shall not be displayed more than 120 days per calendar year.

2. Any product which is mandated by the Building or Fire Code to be stored outside of a building area shall be exempt from the time limit described in Section 8.11.05 (1) D.

8.12.06 Landscaping Design Criteria:

These criteria shall apply to the construction of new structures only.

1. Plantings at intersections or driveway entrances shall be arranged to allow a permanently clear, safe sight distance.
2. Plant materials shall not interfere with utility lines.
3. Trees and shrubs shall not be placed over underground drainage and should maintain adequate distance from the storm sewers, sanitary sewers, and water lines.
4. Landscape areas shall be of adequate size to promote proper plant growth and to protect plantings from pedestrian traffic, vehicle traffic, and other types of concentrated activity. Grouping of landscaped areas shall be encouraged in order to create larger areas.
5. Landscaped areas shall be irrigated with the exception of areas utilizing drought and heat resistant plants as determined by the Planning Department.

6. Landscaped areas, other than those occupied by trees or shrubs, shall be turf.
7. A variety of tree and shrub species shall be utilized to provide visual, four-season interest. Not more than one-third of the required number of trees or shrubs may be comprised of any one species, and at least one-third of the plants shall be a coniferous or evergreen species.
8. Multi-family developments shall provide one deciduous shade or evergreen tree, or two ornamental trees, and three shrubs for every two dwelling units. This requirement is in addition to street yard landscaping requirements.
9. Except in the BGM Zoning District, multi-family residential, commercial, office, and mixed-use developments shall provide a minimum 15-foot-deep landscaped yard adjacent to any public or private street, running the entire length of the development. Industrial developments shall provide a minimum 25-foot-deep landscaped yard adjacent to any public or private street, running the entire length of the development.
    A. Plant materials shall include at least one deciduous shade or one ornamental tree, and three shrubs for every 40 linear feet of street frontage.
    B. A landscaped earth berm not exceeding 6 feet in height may be used in combination with the plant materials.
10. Parking areas shall contain the following landscaping, in addition to the street landscaping required above, as follows:
    A. There shall be 19 square feet of landscaped area per parking stall.
    B. One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 sq. feet of required landscaped area. Shrubbery, hedges, and other planting materials may be used to complement the tree landscaping but shall not be the sole means of landscaping.
    C. The minimum size for all shade trees shall be 2-inch caliper as measured 12 inches up from the ground surface. The minimum size for all evergreen trees shall be 4 foot in height. The minimum size for all shrubs shall be two-gallon size container.

8.12.07 Waiver Process:

1. A Design Review Board is hereby established and shall hereinafter be referred to as the "Board." The purpose of the Board shall be to hear and act on requests for waivers of the guidelines established in Sections 8.11.03, 8.11.04, and 8.11.06.
2. The Board shall consist of five (5) regular members and one (1) alternate member for each regular member appointed by the Mayor and approved by the City Council. One member of the Board and one alternate member shall be City Council members. One Board member and one alternate member shall be Planning Commission members. One member of the Board and one alternate member shall be registered architects as licensed by the State of Nebraska and members in good standing with the American Institute of Architects. The remaining Board members, including alternates, shall have experience in construction, engineering, or similar background. The alternate member shall vote only when the regular member for which he/she is an alternate is unable to attend for any reason.
3. Board members shall be appointed for a term of three (3) years. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.
4. A majority of the members shall constitute a quorum in order to conduct the business of the Board. A majority vote of the Board membership is required in order to approve a waiver request.
5. Any applicant applying for a permit that wishes to obtain a waiver of the guidelines established in Sections 8.11.03, 8.11.04, and 8.11.06 shall submit such request in writing to the Planning Department. Such request shall be accompanied by an application fee as set forth in the Master Fee Schedule.
6. The applicant requesting a waiver shall appear in person before the Board in order to present his/her reasons for desiring an exception to the guidelines established in Sections 8.11.03, 8.11.04, and 8.11.06.
7. The Board may approve a waiver request provided it finds: (i) the request is in accordance with the intent of the provisions of this ordinance, or (ii) the applicant proves a hardship exists where a waiver is necessary. Monetary considerations shall not be a factor in granting a waiver.

Section 8.13 Raising of Hens

Raising of hens, subject to the following conditions:

8.13.01 Any person who keeps hens in the City of Bellevue or its zoning jurisdiction shall obtain a permit from the City prior to acquiring the hens. Application shall be made to the Permits and Inspections Division and the fee for the permit shall be as determined by Council resolution.

8.13.02 Permits expire and become invalid five (5) years after the date of issuance. A person who wishes to continue keeping hens shall have obtained a new permit on or before the expiration date of the previous permit. Application for a new permit shall be pursuant to the procedures and requirements that are applicable at the time the person applies for a new permit to include a plot plan showing the building envelope in which the coop may be located.

8.13.03 Any person who, in any zoning district of the City of Bellevue, was keeping hens prior to March 1, 2011, may continue to keep hens, provided, that such person shall obtain the required permit *not later than November 1, 2011,* and comply with the requirements for keeping or housing hens on his or her property as set forth herein. Such permit application shall include *an affidavit signed by the applicant stating* that the applicant was keeping hens on his or her property prior to March 1, 2011. ***(Ord. No. 3632, Sept. 12, 2011)***

Persons in any zoning district of the City of Bellevue may keep hens on his/her property for the sole purpose of participating in livestock exhibitions such as 4-H or similar programs upon approval of a permit and in accordance with the provisions as set forth herein. ***(Ord. No. 3632, Sept. 12, 2011)***

8.13.04 A person who keeps or houses hens on his or her property shall comply with all of the following requirements:

1. No more than 7 hens may be kept on any one zoning lot.
2. The principal use of the property shall be a single-family dwelling.
3. No person shall keep any rooster.
4. No person shall slaughter any hens.
5. The hens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times. Such covered enclosure or coop shall contain at least four-square feet of floor area per hen, and the fenced enclosure shall provide at least ten square feet of open area per hen; no coop shall exceed 120 square feet of floor area or exceed 12 feet in height.
6. A person shall not keep hens in any location on the property other than in the rear yard. For purposes of this section, "rear yard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the dwelling and extending to the side lot lines.
7. No covered enclosure or fenced enclosure shall be located closer than 10 feet to any property line of an adjacent property.
8. All enclosures for the keeping of hens shall be so constructed or repaired as to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure. A covered enclosure or fenced enclosure shall not be located closer than 40 feet to any residential structure on another person’s property.
9. All feed and other items associated with the keeping of hens that are likely to attract or to become infested with or infected by rats, mice, or other rodents shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them.
10. Eggs produced by permitted chickens may be sold by the permit holder.
11. If the above requirements are not complied with, the City may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.
12. A person who has been issued a permit shall submit it for examination upon demand by any Police Officer or Code Enforcement Officer.

Section 8.14 Public Safety Radio Amplification Systems

8.14.01 ***General:*** Except as otherwise provided, no person shall maintain, own, erect, construct, remodel, renovate, or provide an addition of more than 20 percent to any building or structure or any part thereof or cause the same to be done which fails to support adequate radio coverage for the Sarpy County Radio Communications System (SCRCS), including but not limited to emergency service workers, firefighters and police officers. Descriptively, adequate coverage means the ability for SCRCS users to transmit into the building an intelligible voice signal that may be heard; the ability to receive an intelligible voice signal transmitted and originating from within the building; and the ability to transmit and receive intelligible voice signals among users who are within the building.

For purposes of this section, adequate radio coverage shall include all of the following:

1. A minimum received signal strength in the building of one micro volts (-107 dBm) available in 90 percent of the area of each floor when transmitted from the SCRCS;
2. A minimum signal strength of one micro volts (-107 dBm) received by the SCRCS when transmitted from 90 percent of the area of each floor of the building;
3. The frequency range that must be supported shall be 806 MHz to 869 MHz; and,
4. A 90 percent reliability factor shall be required.

8.14.02 ***Testing Procedures:*** Initial Tests; It will be the building owner's responsibility to have the building tested to ensure that two-way coverage on each floor of the building is a minimum of 90 percent. At a minimum, the test shall be conducted using a Motorola MTS 2000, or equivalent portable radio, talking through the SCRCS. Radios may be obtained for conduct of the tests from the Sarpy County Communications Department (SCCD). The gain values of all amplifiers shall be measured, and the test measurement results shall be provided to the SCCD and kept on file so that the measurements can be verified each year during the annual tests. The SCCD will be informed of the schedule for such testing, and, at its discretion may participate as an observer. A Certificate of Occupancy shall not be issued to any structure if the building fails to comply with this section. Annual Tests; the building owner shall be responsible to conduct annual tests. Such tests shall follow the guidance outlined in Section 8.13.01 and 8.13.02 above.

8.14.03 ***Amplification Systems Allowed:*** Buildings and structures that cannot support the required level of radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC accepted bi-directional amplifiers as needed. If used, bi-directional amplifiers shall include filters to reduce adjacent frequency interference at least 35 dB below the National Public Safety Planning Advisory Committee (NPSPAC) band. The filters shall be tuned to 825 MHz and to 870 MHz so that they will be 35 dB below the NPSPAC frequencies of 824 MHz and 869 MHZ respectively. Other settings may be used provided that they do not attenuate the NPSPAC frequencies and further provided that they are not more than one MHz from the NPSPAC frequencies. If any part of the installed system or systems contains an electrically powered component, the system shall be capable of operating on an independent battery and/or generator system for a period of at least 12 hours without external power input. The battery system shall automatically charge in the presence of an external power input.

8.14.04 ***Field Testing:*** SCCD personnel, after providing reasonable notice to the owner or his representative, shall have the right to enter onto the property to conduct field testing to certain the required level of radio coverage is present.

8.14.05 ***Exemptions:*** This section shall not apply to; buildings permitted in residential districts; any building constructed of wood frame; any building 35 feet high or less; as long as none of the aforementioned buildings make use of any metal construction or any underground storage or parking areas. For purposes of this section, parking structures and stairwells are included in the definition of "building" and stair shafts are included in the definition of "all parts of a building," but elevators may be excluded.

Section 8.15 Keeping of Horses

The keeping of horses shall be permitted in any residential zoning district, subject to the following conditions:

8.15.01 No horse or other equine shall be kept on a lot of less than one acre.

8.15.02 The principal permitted use on the lot shall be a single-family residence.

8.15.03 Private stables, corrals, and paddocks shall be located no closer than 20 feet from any property line, no closer than 50 feet from a street line, and no closer than 40 feet from any dwelling on the same or adjoining property.

8.15.04 Two horses or other equines may be kept on an acre. For each additional horse or other equine above two kept, there shall be an additional 20,000 square feet in lot area. ***(Ord. No. 3762, April 14, 2014)***

ARTICLE 9: LANDSCAPING, SCREENING AND FENCING REQUIREMENTS

Section 9.01 Intent

The intent of the landscaping requirements are to improve the appearance of lot areas and soften paved areas and buildings; to provide a buffer between differing land uses; to minimize the adverse effect of uses from one another; to minimize the effect of heat, noise and glare; to conserve the value of property and neighborhoods within the community; and to enhance the physical environment within the City of Bellevue by ensuring that yards, open spaces, parking lots and those areas abutting public rights-of-way are designed, installed and maintained in accordance with the provisions of this section.

Property development shall consider and respect land capabilities and constraints, minimize erosion and destruction of natural amenities and provide a buffer between differing land uses.

Section 9.02 Application and Scope

The provisions of the section shall apply to all new construction and development including, but not limited to, structures, dwellings, buildings, parking lots, residential subdivisions, office parks, shopping centers, and redevelopment for which either a building or zoning permit approval is required, except the following and those exempted in this ordinance:

9.02.01 Agricultural buildings, structures and uses.

9.02.02 Additions, remodeling or enlargements of existing uses or structures provided that the enlargement of surface parking is 4,000 square feet or less. Where such enlargement is 4,000 square feet or less, the provisions of this section shall apply only to that portion of the lot or site where the enlargement occurs.

9.02.03 Where there is more than one lot or site being developed together as one unit with common property lines, the entire site shall be treated as one lot or site for the purpose of conforming to the requirements of this section.

1. When a lot or site with more than one ownership has been partially developed at the time of the adoption of this section. The application of the requirements of this section shall be determined by the City.

Section 9.03 Definitions

The following definitions shall be used for terms contained with this ordinance:

Berm: An area of ground raised in elevation to create a visual separation between two areas.

Bufferyards: A landscaped area installed and maintained to separate and obstruct the view between a more intensive zoned lot and less intensive zoned, adjacent lot.

Caliper: The diameter of a tree as measured 12 inches above the ground.

Landscaped Area: Area within a lot which consists primarily of plant material. Inorganic materials such as walkways may be used within this area, provided that such material does not exceed the maximum allowable amount.

Minimum Depth: The minimum depth of required landscaped area, in feet, extending from one given line into the property; examples utilizing minimum depth include bufferyard landscaped areas and street yard landscaped areas.

Mulch: An organic or inorganic protective layer of material spread on the ground within planting beds to reduce evaporation, maintain even soil temperature, prevent erosion, and control weeds. Organic mulch such as bark chips or shredded hardwood are preferred because they also enrich the soil nutrients as they decompose. Other mulch materials include lava rock, river pebbles, and granite chips.

Off Street Parking: Parking provided on private property for use by customers, employees, etc.

Screening: To visually shield or separate one abutting or nearby structure or use from another by the use of berms, fences, walls, plant materials, or other methods.

Shrub: A woody perennial plant having more than one main stem at the ground, usually attaining a height of less than 15 feet.

Street Front Yard: The area within the total street yard which lies adjacent to the more intensive street or faces the front of the building on a corner lot. Special requirements apply to these yards that do not apply to side or rear street yards.

Street Yard: The area of a lot which lies between any street property line and the fronting walls on all buildings within the lot.

Tree: A woody perennial plant having at least one main stem, usually attaining a height of more than 15 feet.

Section 9.04 Landscaping Provisions

The following provisions shall be applied in the development of any lot within the City of Bellevue and its jurisdiction, unless otherwise exempted.

9.04.01 Specific landscaping requirements for all zoning districts shall be in accordance with Section ~~8.11.06~~ **8.12.06** of this ordinance.

9.04.02. All single family and duplex residences are exempt from street yard landscaping requirements.

9.04.03 Landscaping provisions shall be applied for each individual development or lot when application for building permit for such development or lot is made.

9.04.04 Submittal at the time of building permit application shall include the following information:

1. Common and scientific names for all proposed plant material.
2. Quantity, height/caliper/size (as applicable) of all proposed plant material.
3. Pounds of seed per 1000 square feet and species of grass in all areas to be seeded.
4. Number of ground cover plants per square foot to be planted.
5. Location of all proposed plant materials.
6. Location, size, and species of all existing plant material to remain.
7. Location of all retaining walls, fences, utility easements, existing and proposed structures, and parking areas.
8. Plant installation details.
9. Drainage areas.
10. North arrow and scale of drawing.

9.04.05 Surety will be required prior to the issuance of a Certificate of Occupancy or prior to the commencement of operations occurring when all required landscaping or screening has not been installed or constructed. Surety shall consist of letter of credit, certificate of deposit, or other surety as approved by the City of Bellevue. If said landscaping and/or screening is not installed within one year of issuance of Certificate of Occupancy or commencement of operations, the development or Owner shall grant the City of Bellevue permission to enter upon the land to install required landscaping and/or screening and the City shall retain said surety. Exemptions to this requirement include single family dwellings and duplexes exclusively. The City of Bellevue will release any surety when the required landscaping and/or screening has been installed and the Permits and Inspection Department has verified that the required landscaping and /or screening has been installed.

9.04.06 Before the City issues a Building Permit, the Owner shall sign an agreement to maintain all required landscaped areas, bufferyards and screening, as provided by the City.

9.04.07 Landscaping and/or screening installed shall not obstruct the view to or from any driveway approach, street, alley, or pedestrian, bicycle, or driveway approach.

9.04.08 All plant material installed in required landscaped areas or bufferyards shall conform in species to those recommended for such areas by the City of Bellevue Tree Ordinance, Nebraska Statewide Arboretum, and Sarpy County Extension Office. Size and spacing of material shall be provided on a site plan and shall be identified as to assure optimum plant survival and growth habit without affecting vehicular and pedestrian safety.

9.04.09 No artificial trees, shrubs, turf, or plants shall be used to fulfill the minimum requirements for landscaping.

9.04.10 Maintenance responsibility. The Owner of the property, his successors, heirs, and assigns, shall be responsible for the proper maintenance of all required landscaped areas. Landscaping shall be maintained continuously including all necessary watering, weeding, pruning, pest control, and replacement of dead or diseased plant material.

9.04.11 All plant material shown on the approved site plan shall be maintained including the replacement of dead or diseased plant material. Replacement shall be of the same type and size as set forth on the approved site plan. Replacement shall occur in the next planting season; replacement time shall not exceed one year.

9.04.12 In all zoning districts, all lighting and signage shall be arranged and/or equipped with suitable shielding so as to deflect light away from adjacent residential zoned areas.

9.04.13 All off-street parking lots designed for ten or more cars shall be landscaped and screened in accordance with the requirements of the Off-Street Parking and Loading section of this ordinance.

Section 9.05 Bufferyard

Buffering shall be used to reduce the adverse visual impacts, dust, noise, or pollution, and to provide for greater compatibility between dissimilar, adjoining zoning districts. Bufferyards are established, planted, and landscaped areas conforming to the requirements of this ordinance.

9.05.01 The Owner of a lot shall install and maintain a landscaped bufferyard as required and shown in Table 9A. A development shall comply with the bufferyard requirement in effect at the time of issuance of its building permit.

9.05.02 Should the Owner of a lot which is adjacent to an already developed site choose to rezone his lot to a less intensive zoning district, the Owner of the rezoned, less intensive zoned lot shall then install and maintain a landscaped bufferyard on his lot(s) at the time of development. The minimum bufferyard shall be as indicated in Table 9A.

9.05.03 Table 9A indicates required minimum bufferyard for each zoning district with the more intensive district across the top. The number indicates the minimum depth of bufferyad in feet; and asterisk (*) indicates screening may also be required. "V" indicates a variable bufferyard according to the height of existing structure closest to the common property line as follows:

HEIGHT TO COMMON PROPERTY LINE	BUFFERYARD REQUIRED
0' to 15'	15'
15' to 30'	20'
30' and over	30'

9.05.04 Districts with Common Lot Lines or Intervening Alleys: When the more intensive zoning district shares a common lot line or an intervening alley with a less intensive zoning district, the required bufferyard shall be in accordance with Table 9A.

9.05.05 Districts with Intervening Streets: When a platted street separates adjacent zoning districts requiring a bufferyard, the required bufferyard shall be the greater of either one-half the required bufferyard in accordance with Table 9A or the required minimum depth of street front yard landscaped area provided in these regulations.

9.05.06 Districts with Railroad Right-of-Way: When an active railroad right-of-way is located adjacent to a property line which would require a bufferyard installation, the bufferyard requirement along this common property line shall be waived.

9.05.07 Alternatives for achieving adequate buffers include:

1. Bufferyards with a required width of fifteen (15) feet or less:

    A. At least one row of coniferous shrubs, spaced not more than five (5) feet apart, which will grow to form a continuous hedge of at least five (5) feet in height within two (2) years of planting or

B. Bermed planting area with slope not to exceed 3:1 planted with a combination of evergreen and deciduous shrubs, and

C. Lawn, low growing evergreens, shrubs, and ground cover covering the balance of the area.

2. Bufferyards with a required width greater than fifteen (15) feet:

A. Any of the above listed alternatives for bufferyards of fifteen or less in width AND one deciduous or evergreen tree spaced no more than fifty (50) feet apart or

B. At least one row of deciduous (shade or ornamental) and coniferous trees staggered and spaced not to exceed one-half the mature spread. Such species shall conform to those recommended by the City of Bellevue Tree Ordinance, Nebraska Statewide Arboretum, and Sarpy County Extension Office. This row shall extend along the entire common property line to be buffered.

9.05.08

1. TABLE 9A: BUFFERYARD REQUIREMENTS FOR 2 LOTS WITH COMMON LOT LINES

More Intensive District

Less Intensive District	AG	RA	RE	RS120	RS84	RS72	RD60	RG50	RG28	RG20	RG8		BN	BNH	BG	BGH	BGM	ML,FX	MH
AG		0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0
RA			0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0
RE				0	0	0	0	V	V	V	V		15*	20*	20*	25*	0	40*	50*
RS120					0	0	0	V	V	V	V		15*	20*	20*	25*	0	40*	50*
RS84						0	0	V	V	V	V		15*	20*	20*	25*	0	40*	50*
RS72							0	V	V	V	V		15*	20*	20*	25*	0	40*	50*
RD60								V	V	V	V		15*	20*	20*	25*	0	40*	40*
RG50									V	V	V		15	20	20*	25*	0	30*	40*
RG28										V	V		10	10	15	20*	0	30*	40*
RG20											V		10	10	15	20*	0	30*	40*
RG8													10	10	15	20*	0	20*	30*
BN														0	0	10	0	10	20
BNH															0	10	0	10	20
BG																10	0	10	20
BGH																	0	10	20
BGM																		10	20
ML,FX																			0
MH																			

Section 9.06 Screening

Screening shall be used to eliminate or reduce visual impacts from one zoning district to another. Screening is required between adjacent zoning districts as indicated in Table 9A with an asterisk (*) when one of the following conditions in the more intensive zoning district is visible from and faces toward the less intensive zoning district.

9.06.01 The following conditions require screening:

1. Outdoor storage areas.
2. Compressed natural gas tanks when part of a convenience store or gasoline station.
3. Loading docks, service areas, and trash storage and collection areas.
4. Major machinery or areas containing a manufacturing process, truck or trailer parking.
5. Sources of glare, noise, or other environmental effects.
6. All sides of exterior salvage and scrap yards. ***(Ord. No. 3781 Oct. 13, 2014)***

9.06.02 A solid, opaque screen shall be installed and maintained which visually screens the potentially offensive uses listed above from less intensive districts. For screening items 1-5 above, any combination of the following types of screens may be utilized to achieve the requirements:

1. A solid wood and/or masonry fence or wall at least six (6) feet in height, of a design approved by the City Planning Department.
2. A hedge-like screen or informal screen of coniferous or approved deciduous plant material, capable of providing a minimum height of six (6) feet within three (3) years of planting. Design must have the approval of the City Planning Department.
3. A landscaped earth berm with a maximum slope of 3:1, rising no less than six (6) feet above existing grade of the lot line separating the zoning districts. Land surface shall be protected to prevent erosion (sodding, seeding, plantings) as soon as construction is complete.
4. Screening may be accomplished by the proper siting of the disruptive elements, building placement, building parapets or other design techniques.

9.06.03 For screening item ~~8~~ **(6)** above (salvage and scrap yards), a solid wood and/or masonry fence at least six (6) feet in height and a maximum of twelve (12) feet in height and of a design approved by the City Planning Department, shall be installed and maintained. All fences used to screen this use shall be constructed to a height of twelve (12) inches higher than the salvage and scrap stored within the facility.

9.06.04 All screening fences or walls shall be installed a minimum of one-half the width of the required bufferyard away from the less intensive zoning district.

9.06.05 A development shall comply with the screening requirements in effect at the time of issuance of its building permit, regardless of whether an adjacent lot is rezoned to a less intensive district which would require additional screening.

9.06.06 All parking areas or vehicular use areas abutting a residential district or public right-of-way shall be screened from grade level to a height not less than three feet.

Section 9.07 Plant Materials

The following provisions recommend and restrict the plant materials installed to meet the minimum landscaping requirements.

9.07.01 The minimum size for all shade and ornamental trees shall be 2" caliper as measured 12 inches up from the ground surface. The minimum size for all evergreen trees shall be 4 foot in height. The minimum size for all shrubs shall be two-gallon size container or the equivalent height and/or spread as established by the American Association of Nurserymen. Groundcover plants shall be installed at a spacing not to exceed 18" on center.

9.07.02 All shrubs shall be installed in beds utilizing some form of edging and containing a minimum of 2 to 3 inches of organic or inorganic mulch. Landscape fabric is recommended in beds containing only shrubs (not in areas containing groundcover or annuals) to aid in maintenance.

9.07.03 Plant materials shall conform to those recommended by the City of Bellevue Tree Ordinance, Nebraska Statewide Arboretum, and Sarpy County Extension Office and the City. Selection of plant material shall consider the following:

1. Recommended plant materials (common and scientific names)
2. Habitat
3. Evergreen or Deciduous designation
4. Height and spread at maturity
5. Suitability for different uses
6. Disease problems if any
7. Fruit bearing characteristics which may be hazardous in pedestrian areas
8. Designation for those plants which are native to this geographical region

9.07.04 The use of native plant materials is encouraged to fulfill landscaping requirements as suitable. Native plants or those plants which occur naturally in this region, have shown greater adaptability to the seasonal and climate changes which occur in this region.

9.07.05 Restricted plant materials as identified by the Sarpy County Extension Office because of disease, maintenance, or suitability problems shall not be used to fulfill any landscape requirement.

Section 9.08 Exterior Lighting

Exterior lighting when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas.

Section 9.09 Fences

No fence shall be constructed within the zoning jurisdiction of the City of Bellevue unless it is constructed in conformance with the following requirements:

9.09.01 The height limitation for fences shall be six feet above ground level except as provided herein.

1. A fence constructed within a front yard of a residential lot and vegetation used as a barrier, screen, or fence along and parallel to the front line of a residential lot, shall be open (at least 50% of the surface area in open spaces) and shall not exceed 48 inches in height.
2. On Business and Industrial Properties, fences erected within a portion of a zoning lot on which a principal building may be erected, but not an accessory building, may conform with height limits of buildings which may be erected on such lot, but shall be subject to any Building Code provisions which may be applicable to buildings.
3. Fences constructed along and parallel to rear and side lot lines adjoining arterial streets, as designated by the Nebraska Department of Roads, shall not exceed eight feet in height.

9.09.02 No fence or vegetation shall be situated or constructed in such a way as to obstruct the vehicular traffic or otherwise create a traffic safety hazard.

9.09.03 The use of barbed wire and electric fences in the construction of any fence is prohibited except:

1. **Barbed wire fences**. It shall be unlawful for any person to erect or cause to be erected or to maintain any barbed wire fence or any barbed wire strung along or upon any fence as a barrier within the City limits and the jurisdictional area of the City; provided that on fences surrounding public institutions, public utilities, factories, storage yards, communication centers, or airports it shall be permissible to string not more than three (3) strands of barbed wire upon supports inclined an angle not greater than sixty (60) degrees with the horizontal plane when such wires are strung so that they are suspended above and within the property lines and further that all elements of said fence shall be within a line drawn perpendicular upward from the property line, and the bottom strand of such barbed wire is not less than six (6) feet above the surface of the ground measured from the outer face of such fence.
2. **Electric fences**. It shall be unlawful for any person to erect or cause to be erected or to maintain any fence, the wire, or wires of which are electrified at any location within the jurisdictional control of the City. Provided, however, that in any area zoned agricultural, electric fences may be used to control the ranging of livestock (Section 8-29, Bellevue City Code).

9.09.04 All fences shall be maintained in good repair.

9.09.05 FENCES AND HEDGES, OTHER THAN CORNER: On portions of a lot not covered by street or alley intersection restrictions, the height of fences of any length, and foliage continuous for 5 feet or more, shall be limited to 48 inches in the required space limits for the front yard, provided however that decorative or ornamental features of a fence (such as end or corner posts, caps, or gates), comprising no more than 10 percent of the overall length of the fence on any one side, shall be permitted to a height of 60 inches. Fences built on residential property within the required space limits for the front yard shall be of open-type construction, such as picket, split rail, or chain link, which contains openings constituting no less than 50 percent of the surface area of the fence. On all other portions of lot lines, fences, hedges, and continuous foliage barriers may not exceed a height of 72 inches.

9.09.06 FENCES AND HEDGES, CORNER VISIBILITY: Except in zones allowing the construction of buildings to the property line, there shall be provided an unobstructed view across the sight triangle formed between a height of 30 inches and 10 feet above the grades of the bottom of the curb of the intersecting streets, measured from the corner points of the curb, 45 feet in each direction along the curb. At the intersection of major or arterial streets, the 45-foot distance may be increased to at least 90 feet for each arterial leg of the intersection. The required distance may be increased based upon subdivision design and speed limits along major or other arterials.

9.09.07 FENCES, PERIMETER TO A SUBDIVISION: Fences around an entire platted subdivision shall be of an aesthetic nature and located 6 inches within the lot line and shall be constructed of wood, masonry, vinyl or wrought iron materials and shall conform to the height limits of Section 9.09.01. The care, upkeep, and maintenance of the fence shall be the sole responsibility of the property owner or an appropriate homeowner's association.

9.09.08 FENCES, SURROUNDING POOLS: Every outdoor pool as regulated under the Uniform Plumbing Code shall be completely surrounded by a fence or wall not less than 72 inches in height, which shall be so constructed as not to have openings, holes, or gaps larger than 4 inches in any dimension except for doors and gates; and if a picket fence is erected or maintained, the horizontal dimension shall not exceed 4 inches. A dwelling or accessory building may be used as part of such enclosure.

All gates or doors opening through such enclosure shall be equipped with a self-closing and self-latching device located at least 45 inches above grade level for keeping the gate or door securely closed at all times, except that the door of any dwelling which forms a part of the enclosure need not be so equipped.

The provisions of this section shall be applicable to all outdoor pools which have a depth of 18 inches or greater and a diameter of nine feet or greater, as regulated under the Uniform Plumbing Code. No person either as owner, purchaser, lessee, tenant, or licensee, in control of the property having such pool shall fail to provide and maintain such fence or wall as herein provided.

9.09.09 FENCES AND HEDGES, MEASUREMENT RULE: Height shall be measured from the existing grade at the exterior side of the fence. No person may construct a berm upon which to build a fence unless the total height of the berm plus the fence does not exceed the maximum height allowable for the fence.

9.09.10 FENCES, FINISHED SIDE OF: The finished surfaces of any fence shall face toward adjacent properties and street frontages.

(Ord. No. 3825, Nov 9, 2015)

ARTICLE 10: BOARD OF ADJUSTMENT

Section 10.01 Members, Terms, and Meetings

Pursuant to Section 19-908, Reissue Revised Statutes of 1943 (in full): The board of adjustment shall consist of five regular members, plus one additional member designated as an alternate who shall attend and serve only when one of the regular members is unable to attend for any reason, each to be appointed for a term of three years and removable for cause by the appointing authority upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One member only of the board of adjustment shall be appointed from the membership of the planning commission, and the loss of membership on the planning commission by such member shall also result in his or her immediate loss of membership on the board of adjustment and the appointment of another planning commissioner to the board of adjustment. After September 9,1995, the first vacancy occurring on the board of adjustment shall be filled by the appointment of a person who resides in the extraterritorial zoning jurisdiction of the City at such time as more than two hundred persons reside within such area. Thereafter, at all times, at least one member of the board of adjustment shall reside outside of the corporate boundaries of the City but within its extraterritorial zoning jurisdiction. The board of adjustment shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to sections 19-901 to 19-914. Meetings of the board shall be held at the call of the chairperson and at such other times as the board may determine. Such chairperson, or in his or her absence the acting chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

Section 10.02 Appeals to Board, Record of Appeal, Hearings and Stays

As provided in Section 19-909, Reissue Revised Statutes of 1943 (in full): Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, department, board, or bureau of the City affected by any decision of the administrative officer. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board, by filing with the officer from whom appeal is taken and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board of Adjustment, after the notice of the appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by a court of record in application on notice to the officer from whom the appeal is taken and on due cause shown. The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties, in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person or by agent or attorney.

Section 10.03 Powers and Jurisdiction on Appeal

The Board of Adjustment shall have the following powers:

10.03.01 To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official or agency based on or made in the enforcement of any zoning regulation or any regulation relating to the location or soundness of structures;

10.03.02 To hear and decide, in accordance with the provisions of this Ordinance, requests for interpretation of any map, or for decisions upon other special questions upon which the Board of Adjustment is authorized by this Ordinance to pass; and

10.03.03 To grant variances, where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of enactment of this Ordinance, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any regulation under this Ordinance would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property, to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this Ordinance.

1. The Board of Adjustment shall authorize no such variance, unless it finds that:
2. The strict application of the Ordinance would produce undue hardship;
3. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;
4. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and

5. The granting of such variance is based upon reasons of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice. No variance shall be authorized unless the Board finds that the condition or situation of the property concerned, or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to this Ordinance.

In exercising the above-mentioned powers, the Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, and may make such order, requirement, decision or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four members of the Board shall be necessary to reverse any order, requirement, decision or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance or to ~~effect~~ affect any variation in this Ordinance.

Section 10.04 Appeals to District Court

Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may appeal as provided by Section 19-912, Reissue Revised Statutes of 1943 (in full).

ARTICLE 11: AMENDMENTS

Section 11.01 Amendments

Pursuant to Section 19-905, Reissue Revised Statutes of 1943 (in full): This Ordinance may, from time to time, be amended, supplemented, changed, modified, or repealed. In case of a protest against such change, signed by the owners of 20 percent or more either of the area of the lots included in such proposed change, or of those immediately adjacent on the sides and in the rear thereof extending 300 feet therefrom, and of those directly opposite thereto extending 300 feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fourths of all members of the City Council. The provisions of this section of the Ordinance relative to public hearings and official notice shall apply equally to all changes or amendments. In addition to the publication of the notice therein prescribed, a notice shall be posted in a conspicuous place on or near the property on which action is pending. Such notice shall not be less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be so placed upon such premises that it is easily visible from the street nearest the same and shall be so posted at least 10 days prior to the date of such hearing.

It shall be unlawful for anyone to remove, mutilate, destroy, or change such posted notice prior to such hearing. Any person so doing shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not less than 50 dollars or more than 100 dollars.

The provisions of this section in reference to notice shall not apply: (1) in the event of a proposed change in such regulations, restrictions, or boundaries throughout the entire area of an existing zoning district or of such municipality, or (2) in the event additional or different districts are made applicable to areas, or parts of areas, already within a zoning district of the City.

Section 11.02 Planning Commission Review

No amendment, supplement, change or modification of this Ordinance, including the boundaries of any zoning district, shall be made by the City Council without first the consideration by the City Planning Commission, the Commission shall submit in writing its recommendations on each amendment, supplement, change or modification to the City Council within 45 days after receipt thereof. Said recommendations shall include approval, disapproval, or other suggestions and the reasons thereof, and a discussion of the effect of each amendment, supplement, change or modification on the Comprehensive Plan. Such recommendation shall be of an advisory nature only.

In addition, any person or persons seeking such an amendment, supplement, change, or modification of any zoning district, shall comply with the following:

11.02.01 At the time that application for a change of zoning district or amendment to the zoning test is filed with the Planning Commission, there shall be deposited the sum set in Article 4, Section 4.23 as a fee to cover investigation, legal notices, or other expenses incidental to the determination of such matter.

Section 11.03 Inspections by City Staff

The provisions of this Ordinance shall be administered and enforced by City Staff, who shall have the power to make inspection of buildings or premises necessary to carry out individually assigned duties in the enforcement of this Ordinance.

Section 11.04 Building Permits

The following shall apply to all new construction and all applicable renovations and remodels within Bellevue's Zoning Jurisdiction:

11.04.01 It shall be unlawful to commence the excavation for the construction of any building, or any accessory buildings, or to commence the moving or alteration of any buildings, including accessory buildings, until the Building Inspector has issued a building permit for such work.

11.04.02 Issuance of a building permit. In applying to the Building Inspector for a building permit, the applicant shall submit a dimensioned sketch or a scale plan indicating the shape, size and height and location of all buildings to be erected, altered, or moved and of any building already on the lot. He shall also state the existing and intended use of all such buildings and supply such other information as may be required by the Building Inspector for determining whether the provisions of this Ordinance are being observed. If the proposed excavation or construction as set forth in the application are in conformity with the provisions of this Ordinance, and other Ordinances of the City then in force, the Building Inspector shall issue a building permit for such excavation or construction. If a building permit is refused, the Building Inspector shall state such refusal in writing, with the cause, and shall immediately thereupon mail notice of such refusal to the applicant at the address indicated upon the application. The Building Inspector shall grant or deny the permit within a reasonable time from the date the application is submitted. The issuance

of a permit shall, in no case, be construed as waiving any provisions of this Ordinance. A building or zoning permit shall become void 12 months from the date of issuance unless substantial progress has been made by that date on the project described therein.

Section 11.05 Certificate of Occupancy

No land or building or part thereof hereafter erected or altered in its use or structure shall be used until the Building Inspector shall have issued a certificate of occupancy stating that such land, building or part thereof, and the proposed use thereof, are found to be in conformity with the provisions of this Ordinance. Within three days after notification that a building or premises is ready for occupancy or use, it shall be the duty of the Building Inspector to make a final inspection thereof and to issue a certificate of occupancy if the land, building, or part thereof and the proposed use thereof are found to conform with the provisions of this Ordinance, or, if such certification is refused, to state refusal in writing, with the cause, and immediately thereupon mail notice of such refusal to the applicant at the address indicated upon the application.

Section 11.06 Penalties

Pursuant to Section 19-913, Reissue Revised Statutes of 1943 (in full), the owner or agent of a building or premises in or upon which a violation of any provisions of this Ordinance has been committed or shall exist or lessee or tenant of an entire building or entire premises in or upon which violation has been committed or shall exist, or the agent, architect, building contractor or any other person who commits, takes part or assists in any violation or who maintains any building or premises in or upon which such violation shall exist, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed 100 dollars for any one offense. Each day of non-compliance with the terms of this Ordinance shall constitute a separate offense.

Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation. However, nothing shall deprive the citizen of his or her rights under the U.S. Constitution of a jury trial.

Section 11.07 Remedies

In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any building, structure, or land is used in violation of Sections 19-901 to 19-914, Reissue Revised Statutes of 1943 (in full), or this Ordinance, or any regulation made pursuant to said sections, the appropriate authorities of the City may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct, or abate such violation, to prevent the occupancy of said building, structure or land, or to prevent any illegal act, conduct, business or use in or about such premises.

ARTICLE 12: COMPREHENSIVE PLAN RELATIONSHIP

These zoning ordinances are designed to implement various elements of the comprehensive plan as required by state statutes. Any amendment to the district ordinances or map shall conform to the comprehensive plan adopted by the governing body.

ARTICLE 13: LEGAL STATUS PROVISIONS

Section 13.01 Separability

Should any article, section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 13.02 Purpose of Catch Heads

The catch heads appearing in connection with the foregoing sections are inserted simply for convenience, to serve the purpose of any index and they shall be wholly disregarded by any person, officer, court or other tribunal in construing the terms and provisions of this Ordinance.

Section 13.03 Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with the provisions of this Ordinance, are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 13.04 Effective Date

This Ordinance shall take effect and be in force from and after its passage and publication according to law.

ADOPTED AND APPROVED by the Governing Body of Bellevue, Nebraska,

This 8th day of August, 2011.

(Seal)

ATTEST:_____ _____

(CITY CLERK) (MAYOR)

APPENDIX: ZONING USE MATRIX (Business and Manufacturing Districts)

The Zoning Use Matrix has been constructed to assist in identifying the various uses allowed within the Business and Manufacturing Districts. In the event there is a conflict between the uses listed in the matrix and those listing in the individual zoning district regulations, the district regulations in Article 5 shall apply.

ORDINANCE NO. 4104

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA TO ADOPT THE ZONING REGULATIONS AND OFFICIAL ZONING MAP FOR THE CITY OF BELLEVUE, NEBRASKA: TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That the Zoning Regulations provided herein and Official Zoning Map for the City of Bellevue, Nebraska, dated August 16, 2022, recommended by the Bellevue Planning Commission on the 23rd day of June 2022, be and the same is hereby adopted as the official Zoning Regulations and Zoning Map of the City of Bellevue, Nebraska.

Section 2. That one (1) copy of the Zoning Regulations and one Official Zoning Map of the City of Bellevue, Nebraska, are on file and shall be kept in the office of the City Clerk of the City of Bellevue, Nebraska.

Section 3. That all Ordinances previously adopted by the Mayor and City Council of the City of Bellevue, Nebraska, which are inconsistent with this Ordinance are hereby repealed and without further force of effect.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

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

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

11b.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☑	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to amend the City of Bellevue Subdivision Regulations, regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue.

SYNPOSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Memo	3. Subdivision Regulations - redline
4. Ordinance No. 4105	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM: Mark Elbert

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: August 16, 2022

REQUEST: to amend the City of Bellevue Subdivision Regulations, regarding minor text amendments for the purpose of updating staff titles.

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

APPROVAL of the amendments as presented including modifications discussed.

VOTE:

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

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

We Influence The World!

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

MEMORANDUM

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

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

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

Attached is a red line copy of the proposed amendments.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendments as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendments as presented.

City of Bellevue

Subdivision Regulations



March 11, 2013

Table of Contents

SUBDIVISION ORDINANCE CHAPTER 1 TITLE AND INTENT 3
CHAPTER 2 DEFINITIONS 4
CHAPTER 3 PRELIMINARY PLATS 9
CHAPTER 4 FINAL PLATS 14
CHAPTER 5 SMALL SUBDIVISIONS 18
CHAPTER 6 MINIMUM DESIGN STANDARDS 21
CHAPTER 7 CAPITAL IMPROVEMENTS 27
CHAPTER 8 HARDSHIP AND WAIVERS 43
CHAPTER 9 FEES AND ENFORCEMENT 44

SUBDIVISION ORDINANCE

CHAPTER 1

TITLE AND INTENT

Section 1-1. Title. This ordinance shall be known, referred to, and cited as the "City of Bellevue Subdivision Ordinance."

Section 1-2. Purpose and Intent. This ordinance is to provide for the harmonious development of Bellevue and its environs; to prescribe standards for the laying out of subdivisions in harmony with the comprehensive plan; for the coordination of streets and utilities within subdivisions with other existing or planned streets and utilities; for coordination of subdivisions with other features of the comprehensive plan to provide for adequate open space for traffic, recreations, light and air; and for the distribution of population and traffic in such a manner so as to create conditions favorable to health, safety, convenience or prosperity, all in accordance with applicable state statutes.

Section 1-3. Jurisdiction. This ordinance shall apply to all land located within the zoning jurisdiction of the city of Bellevue, as designated in Section 26-38 through 26-40 of the Bellevue City Code. (Section 16-901 Revised Statutes of Nebraska)

Section 1-4. Applicability. The owner or owners of any land located within the jurisdiction of these regulations subdividing land into two or more lots and blocks or tracts or parcels when the smallest parcel created is less than ten acres in area, for the purpose of laying out a subdivision, suburban lots, building lots, tracts or parcels or any owner of any land establishing any street, alley, park or other property intended for public use or for the use of purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto, shall cause a plat to be made in accordance with these regulations. (Section 19- 921 Revised Statutes of Nebraska)

CHAPTER 2

DEFINITIONS

Section 2-1. Definitions. For the purpose of regulations, certain words used herein are defined as follows:

Section 2-2. Alley. A public right-of-way not designed to allow through vehicular traffic, used as a secondary access to the rear or side of lots, which shall in no way be a street.

Section 2-3. Assistant Planning Manager. The city staff person with responsibility for advising the Planning Commission and City Council on land use development, zoning, and platting matters.

Section ~~2-3~~ 2-4. Average Daily, Traffic (ADT). The vehicular traffic generated on a particular street over a twenty-four hour period by the development on the street plus any through traffic.

Section ~~2-4~~ 2-5. Bellevue School District. School District No. 1 of Sarpy County, Nebraska.

Section ~~2-5~~ 2-6. Block. A tract or parcel of land entirely surrounded by public highway, streets, streams, railroad rights-of-way, or parks, or a combination thereof

Section ~~2-6~~ 2-7. City. The City of Bellevue, Nebraska, a municipal corporation.

Section ~~2-7~~ 2-8. City Administrator. The principal administrative officer of the City of Bellevue, Nebraska.

Section ~~2-8~~ 2-9. City Clerk. City Clerk of the City of Bellevue, Nebraska.

Section ~~2-9~~ 2-10. City Council. City Council of the City of Bellevue, Nebraska.

Section ~~2-10~~ 2-11. City Engineer. The city engineer of the City of Bellevue retained by the City Council for the recommendation, advice, and implementation of engineering work as requested by the city.

~~***Section 2-11. City Planner.*** The city staff person with responsibility for advising the Planning Commission and City Council on land use development, zoning, and platting matters.~~

Section 2-12. Common Open Space. That undivided land in a subdivision which is jointly owned by all property owners of the subdivision, for the enjoyment and benefit of the owners and occupants of the individual building sites of the said development.

Section 2-13. Comprehensive Plan. The plan for the improvement and development of the City of Bellevue, Nebraska, as adopted by the city's Planning Commission and City Council in accordance with the laws of the State of Nebraska and the Ordinances of the City of Bellevue.

Section 2-14. County Engineer. The engineer of Sarpy County, Nebraska.

Section 2-15. County Surveyor. The surveyor of Sarpy County, Nebraska.

Section 2-16. County Treasurer. The treasurer of Sarpy County, Nebraska.

Section 2-17. Cul-De-Sac. A short street with one end open to traffic and the other end terminated by a vehicular turn around.

Section 2-18. Dead-End Street. A street with one end open to traffic and the other end terminating without a vehicular turn around.

Section 2-19. Dead-End Street, Temporary. A street with one end open to traffic and the other end terminating at the boundary line of the subdivision, but will be required to be extended at a later date to provide access to abutting land.

Section 2-20. Dedication. A grant of land by the owner to the public for public use.

Section 2-21. Easement. A grant by the property owner to the public, a corporation, or persons, of the use of land for specific purposes.

Section 2-22. General Obligation. A debt incurred by the city or an S.I.D. by the issuance of general obligation bonds to finance certain public capital improvements in a subdivision. These improvements are outlined in Section 7-14, 7-15, 7-16, 7-17, 7-18 and 7-19 of this ordinance.

Section 2-23. Improvements. Street grading, street surfacing and paving, curbs and gutters, street lights, street signs, sidewalks, crosswalks, water mains and lines, fire hydrants, sanitary sewers, storm drainage facilities, culverts, manholes, bridges, public utilities, or other installations as designated by the City Council or its specific approving authority.

Section 2-24. Lot. A portion of land within the subdivision or other parcel of land, intended as a unit for transfer of ownership or for development.

Section 2-25. Lot Depth. The mean horizontal distance between the front and rear lot lines.

Section 2-26. Lot, Corner. A lot having a frontage on two intersecting streets.

Section 2-27. Lot, Flag. A lot which is landlocked from public right-of-way, except for a narrow tract of land of less width than required under the assigned zoning.

Section 2-28. Lot Line. The boundary of a lot.

Section 2-29. Lot, Nonconforming. A lot which was lawfully created under prior zoning when lesser area or dimension requirements were enforced and does not currently conform to the zoning district space limits now applied. Lots created through a procedure which does or did not conform to the applicable city or county subdivision requirements enforced at that specific time shall also be considered nonconforming.

Section 2-30. Lot of Record. Shall mean an independent lot as shown in the records of and recognized by the Register of Deeds.

Section 2-31. Lot, Sub-. A subordinate and integral part of a lot. The sublot is to be shown on the subdivision plat.

Section 2-32. Lot, Through. A lot extending continuously between two parallel or approximately parallel streets.

Section 2-33. Lot Width. The distance between side lot lines measured at the rear of the required front yard on a line parallel to the street right-of-way.

Section 2-34. Monument. An identification marker established by a land survey and set by a registered land surveyor at each lot corner, angle point, block corner, street centerline, or other point.

Section 2-35. Omaha School District. School District No. 1 of Douglas County, Nebraska.

Section 2-36. Outlot. A lot not designated for building or occupancy.

Section 2-37. Papillion/LaVista School District. School District No. 27 of Sarpy County, Nebraska.

Section 2-38. Permits and Inspections Division. The Permits and Inspections Division of the City of Bellevue.

Section 2-39. Planning Commission. The Planning Commission of the City of Bellevue, Nebraska.

Section 2-40. Planning Department. The Department of Planning of the City of Bellevue, Nebraska.

Section 2-41. Planning ~~Director~~ Manager. The chief administrative officer of the Department of Planning of the City of Bellevue, Nebraska.

Section 2-42. Planning Secretary*. Planning staff member responsible for assisting in the efficient operation of the department through the performance of administrative support functions.*

Section 2-~~42~~ 43. Plat. A map which delineates the subdivision of land. A plat commonly shows lots, blocks, and other information relevant to the development and improvement of the property.

Section 2-~~43~~ 44. Plat, Preliminary. The preliminary plan of the plat, subdivision or dedication prepared in accordance with the requirements of these regulations.

Section 2-~~44~~ 45. Plat, Final. The final plan of the plat, subdivision, or dedication prepared for

filing or recording in conformance with these regulations.

Section 2-~~45~~ 46. Preapplication Meeting. A required meeting with the Planning Department prior to the submission of a preliminary plat application as outlined in Section 3-2 of this ordinance.

Section 2-~~46~~ 47. Public Works Department. The Department of Public Works of the City of Bellevue.

Section 2-~~47~~ 48. Public Works Director. The chief administrative officer of the Department of Public Works of the City of Bellevue.

Section 2-~~48~~ 49. Register of Deeds. The Office of the Register of Deeds of Sarpy County, Nebraska.

Section 2-~~49~~ 50. Replat. A map which delineates the subdivision of land which has been previously recorded as a plat in the office of Register of Deeds of Sarpy County, Nebraska.

Section 2-~~50~~ 51. Sanitary and Improvement District. A special taxing body created by the District Court for the purpose of constructing, financing, and maintenance of capital improvements such as streets, sewers, sidewalks, utilities, and parks in a subdivision until such time as the subdivision is annexed by the city.

Section 2-~~51~~ 52. Special Assessment. A lien assessed on private property on the basis of special benefit for a portion of public capital improvements in a subdivision.

Section 2-~~52~~ 53. Springfield-Platteview School District. School District No. 46 of Sarpy County, Nebraska.

Section 2-~~53~~ 54. Street. A right-of-way dedicated to public use which provides principal vehicular and pedestrian access to adjacent properties.

Section 2-~~54~~ 55. Street, Collector. A street that is used or intended to be used to congregate traffic from several local streets and route such traffic to a major street.

Section 2-~~55~~ 56. Street, Frontage (Road). A street dedicated adjacent to and parallel to a major street with limited or controlled access and dedicated to provide frontage access to abutting properties.

Section 2-~~56~~ 57. Street, Local. Any public street that is used or intended to be used for the principal purpose of serving as vehicular access to abutting property.

Section 2-~~57~~ 58. Street, Arterial. A street, freeway, expressway and arterial, as shown in the comprehensive plan.

Section 2-~~58~~ 59. Street, Private. A nonpublic roadway shown as an easement on an approved site plan or approved with a subdivision plat under this ordinance. However, driveways providing

access from a public street or private roadway to a single lot, may be considered as driveways. Such driveways shall be reviewed in accordance with the adopted driveway design standards on file in the Permits and Inspections Division.

Section 2-~~59~~ 60. Subdivider. Any person, group, corporation, partnership, or other entity, or any agency thereof, dividing or proposing to divide land so as to constitute a subdivision.

Section 2-~~60~~ 61. Subdivision. The division of a lot, tract, or parcel of land into two or more lots, sites or other divisions of land for the purpose, whether immediate or future, of ownership or building development, except that the division of land shall not be considered a subdivision when the smallest parcel created is more than ten acres in area.

Section 2-~~61~~ 62. U.S.G.S. United States Geological Survey.

Section 2-~~62~~ 63. Zoning Ordinance. The Zoning Ordinance of the City of Bellevue, as amended.

CHAPTER 3

PRELIMINARY PLATS

Section 3-1. Preliminary Plat Procedures. All preliminary plats shall be prepared in conformance with the provisions of this ordinance and in conformance with the Bellevue Comprehensive Plan. The Subdivider shall be responsible for such conformance.

Section 3-2. Preapplication Meeting. A preapplication meeting between the applicant or their representative, the Planning Department and other city departments will be required prior to the submission of an application for approval of a preliminary plat. No application for preliminary plat will be accepted by the Planning Department until after the preapplication meeting. Preapplication meetings should be scheduled through the Planning Department. The purpose of the preapplication meeting is to review policies, procedures and forms required by the City of Bellevue and to discuss the applicant's request. The applicant shall provide the following minimum information as part of a conceptual review sketch plan:

1. The proposed layout of streets, lots, and utilities in relation to existing streets, utilities, topography and other conditions;

2. A general location map showing the proposed subdivision and its relationship to existing abutting subdivisions and community facilities in the area, such as streets, alleys, schools, parks, commercial areas and other data supplementing the plans which outline or describe all of the proposed development as it relates to existing conditions;

3. Existing zoning and land use of the abutting properties and the existing and/or proposed zoning and land use of the subdivision; and

4. Any proposed exceptions to the language of the standard form subdivision or development agreement. The applicant should obtain a copy of the standard form agreement from the Planning Department and submit only those sections proposed for revision.

Section 3-3. Application. An application for a preliminary plat shall be submitted to the Planning Department. The following (with the exception of the fee) shall be submitted in electronic format with the application:

(1) Application fee.

(2) A copy of the plat, drainage plan, grading plan, and street profiles emailed to the ~~City Planner.~~ Planning Manager

(3) Written statement listing all owners of record of the land being subdivided.

(4) Written statement listing all waivers being sought in accordance with Sections 8-1 through 8-3 of this ordinance as well as a statement of the justification.

(5) A written statement outlining proposed erosion and sedimentation control measures

as well as proposed plans for drainage channel stabilization.

(6) Financial data showing the cost of all public improvements within a proposed Sanitary and Improvement District, including a breakdown of the portion to be specially assessed and generally obligated, and an estimate of the total valuation after development. This shall include a tentative schedule for the expenditure of funds.

(7) A traffic impact analysis as may be required at the discretion of the City Engineer.

(8) A phasing schedule for both construction and costs, if the project is to be developed in phases. Phase lines shall be delineated on the plat.

(9) One copy of the proposed covenants, if a homeowner's association is to be formed, for the control and maintenance of common facilities or land.

(10) A statement of any proposed exceptions to the language of the standard form subdivision or development agreement.

(11) A statement of estimated costs and financial assumptions for any possible S.I.D. connection fees.

(12) Any other supplemental information as may be deemed necessary by the Planning ~~Director~~ Manager.

(13) Upon approval, a computer automated drafting (CAD) file shall be submitted to the ~~City Planner~~ Planning Manager.

Section 3-4. Application Acceptance or Refusal. Upon filing the preliminary plat, the Planning Department shall review the plat to ensure all supplemental data as required in Sections 3-3 and 3-13 has been provided. The Planning Department shall have the right to refuse the filing of the plat should the required supplemental data not be shown or presented unless otherwise instructed by the Planning ~~Director~~ Manager.

Section 3-5. Planning Department Review. Upon acceptance of the application for preliminary plat, the Planning Department shall distribute one copy of the preliminary plat, with request for comments to other city departments and other governmental agencies who are directly concerned with the proposed subdivision. These departments or agencies shall, within fifteen days from receipt of a copy of the preliminary plat and accompanying data, file with the Planning ~~Director~~ Manager its approval of said plat or a report indicating in what manner such preliminary plat does not conform to the city's regulations and/or other agencies rules and regulations.

Section 3-6. Planning Department Review. Within thirty days from the filing of the preliminary plat, the Planning ~~Director~~ Manager shall notify the subdivider in writing of the findings of the review and the recommendations of the various departments and the ~~director's~~ manager's own review of the design of the subdivision, and shall designate the revisions which will be required under the provisions of this ordinance before approval of the

preliminary plat is to be recommended.

(1) If the recommendation is for disapproval, the Planning ~~Director~~ Manager shall submit to the subdivider a statement of the reasons for such recommendation and indicate the revisions necessary to secure a recommendation of approval.

(2) The recommendation of approval of the preliminary plat by the Planning ~~Director~~ Manager does not constitute an approval of the subdivision.

(3) Following the recommendation of the Planning ~~Director~~ Manager, the subdivider shall file a written response indicating agreement or disagreement with the revisions necessary to secure a recommendation of approval and an electronic copy of the revised plat and requested documents shall be emailed to the ~~City Planner~~ Planning Manager. The response and preliminary plat are to be submitted in accordance with the Uniform Review Schedule.

Section 3-7. Planning Commission Review. All applications for preliminary plat approval will require the applicant or his/her representative to appear before the Planning Commission for the purpose of explaining the request. The Planning Commission will hold a Public Hearing to consider the application for preliminary plat of which notice is given by mailing a letter of notification to each property owner of record located within 300 feet of the site and by posting a sign on the property at least ten (10) calendar days prior to the meeting. In reviewing the preliminary plat the Planning Commission shall consider the following:

(1) Conformity with the Comprehensive Plan, Zoning Ordinance, and this ordinance.

(2) Any recommendations of the Planning ~~Director~~ Manager and/or other reviewing agencies in Section 3-5 of this ordinance

(3) Comments received during public hearings.

Section 3-8. Planning Commission Action. The Planning Commission shall, within a reasonable time, act on the plat. Planning Commission action shall be expressed by a recommendation of approval or disapproval made to the City Council. An approval recommendation shall include stated conditions of such approval. A disapproval recommendation shall state the Planning Commission's reason for disapproval. After the Planning Commission recommendation has been made, the preliminary plat shall be forwarded to the City Council by the Planning Department.

Section 3-9. Reasonableness of Time. If the Planning Commission is not prepared to act on the application at the public hearing, the Planning Commission may vote to continue the request to a second public hearing. If the Planning Commission is not prepared to act by the second Public Hearing, the subdivider may request the Planning Commission to approve or deny the application so as to permit a hearing before the City Council at the earliest legal date possible.

Section 3-10. Allowance of Planning Commission Hearing Continuance. Continuances may be authorized by the Planning Commission.

Section 3-11. City Council Action. The preliminary plat presented to the City Council shall be substantially identical to the plat acted upon by the Planning Commission. City Council approval of the preliminary plat shall not constitute an acceptance of the plat but shall be deemed an expression of approval of the layout submitted, and an authorization to proceed with the preparation of the final plat.

Section 3-12. Preliminary Plat Time Limit. Approval of the preliminary plat shall become void one (1) year from the date of City Council approval if a final plat has not been submitted for review on all or part of the subdivision. One (1) year extensions may be granted by the City Council upon receipt by the Planning Department of a written request by the subdivider and upon submittal of the required fee prior to the preliminary plat expiration date.

Section 3-13. Preliminary Plat Information. A preliminary plat shall be based on a legal description of the property as shown by the land records in the office of the Register of Deeds. A preliminary plat shall meet the design standards set forth in these regulations. Plats shall be at an adequate scale to clearly show all necessary information and in no case smaller than one inch equals two-hundred feet (1" = 200'). A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way. The following information shall be included on the preliminary plat:

(1) Name of subdivision.

(2) Name of subdivider, engineer, landscape architect, or surveyor.

(3) Scale specified and bar scale.

(4) North point and date.

(5) Location, widths and names of proposed and abutting streets, alleys, pedestrian ways and easements, as well as the layout, numbers and approximate dimensions of proposed lots and blocks.

(6) All existing lots and structures upon and within two hundred (200) feet of the tract to be subdivided. Aerial photo data confirmed in the field is sufficient for the describing of off-tract structures.

(7) Existing and proposed sanitary sewers, storm sewers, water mains, culverts or other underground structures within the tract and immediately adjacent thereto. If water mains and sewers are not on or adjacent to the tract, direction and distance to nearest ones shall be shown, including preliminary invert elevations of sewers, based on U.S.G.S. Datum. Preliminary storm sewer and preliminary sanitary sewer layout and computations shall be provided.

(8) A tabulation of total acreage of the subdivision, number of lots for each zoning classification, and acreages designated to other uses.

(9) Existing and proposed contours, drainage channels, and wooded areas shall be shown on the proposed subdivision with maximum intervals of five (5) feet. When the

subdivision exceeds ten (10) acres in area, contains unique conditions or unusual topographical features, closer contour lines may be required by the City of Bellevue. The datum plan for bench mark elevations and contours shall be based on U. S.G.S. Datum.

(10) A vicinity map showing the geographic relationship of the proposed subdivision to the surrounding street system. Vicinity maps shall be prepared at a scale of no smaller than one (1) inch equals two thousand (2,000) feet.

(11) An electronic copy emailed to the ~~City Planner~~ Planning Manager of centerline profiles of proposed streets showing percentages of grades and length of vertical curves.

(12) Documentation the owner or owners of any downstream sanitary sewer facilities (i) have been notified of the proposed development's intent to connect to the sanitary sewer system, and (ii) have come to an agreement with the proposed development for any required tap in fees.

Section 3-14. Application Termination. At the discretion of the Planning ~~Director~~ Manager, if any case is determined to be inactive due to lack of sufficient progress, the file will be closed and any subsequent action or consideration shall be made as part of a new request.

CHAPTER 4

FINAL PLATS

Section 4-1. Final Plat Procedures. The final plat shall conform to the preliminary plat as approved and may be comprised of only that portion of the approved preliminary plat which the subdivider proposes to record and develop at the time.

Section 4-2. Application. An application for a final plat shall be submitted to the Planning Department in accordance with the submittal deadline established by the Uniform Review Schedule which is adopted annually by the Planning Commission. The following (with the exception of the fee) shall be submitted in electronic format with the application:

(1) Application fee.

(2) A copy of the plat emailed to the ~~City Planner~~ Planning Manager.

(3) Written statement listing all owners of record of the land being subdivided.

(4) Written statement listing all waivers being sought in accordance with Sections 8-1 through 8-3 of this ordinance as well as a statement of the justification.

(5) Unless otherwise approved by the City Administrator, a subdivision agreement, approved as to form by the City Attorney, shall be submitted with the final plat application for all subdivisions which include the installation of public improvements. Subdivision agreements will be processed concurrently with the final plat and will require the approval of the City Council prior to the letting of any contracts for the construction of public improvements as provided in Section 7-14 of this ordinance.

(6) Any other supplemental material as specified in this ordinance.

(7) Upon approval, a computer automated drafting (CAD) file shall be submitted to the ~~City Planner~~ Planning Manager.

Section 4-3. Application Acceptance or Refusal. Upon submittal of the final plat, the Planning Department shall review the plat to ensure all supplemental data required in Sections 4-2 and 4-12 has been provided. The Planning Department shall have the right to refuse the submittal of the plat should the required supplemental data not be shown or presented unless otherwise instructed by the Planning ~~Director~~ Manager.

Section 4-4. Planning Department Review. The ~~City Planner~~ Planning Secretary shall distribute one (1) copy of the final plat along with a request for comments, to be returned within seven (7) working days, to each of the following:

(1) Public Works Director

(2) City Engineer

(3) Sarpy County Engineer, only if the plat is to be located outside the city's corporate

limits.

(4) The Bellevue School District, except as provided in Section 4-5 of this ordinance.

Section 4-5. School District Notification. If the plat is in territories that are within the Papillion/LaVista School District, Omaha Public School District, or the Springfield/Platteview School District, the ~~City Planner~~ Planning Secretary shall notify the appropriate school district and the Bellevue School District of the date of final plat filing. In addition, the ~~City Planner~~ Planning Secretary shall forward a copy of the plat to the affected school districts.

Section 4-6. Planning Commission Review. In reviewing the final plat, the Planning Commission shall consider the following:

(1) Conformity with the Zoning Ordinance and the preliminary plat.

(2) Any recommendations of the Planning ~~Director~~ Manager and/or other reviewing agencies in Section 4-4 of this ordinance.

Section 4-7. Revision Submission Requirements. In the event that the applicant is required by the reviewing staff to make revisions to their final plat prior to action from the Planning Commission, the following shall be submitted:

(1) An electronic copy of the revised plat emailed to the ~~City Planner~~ Planning Manager.

Section 4-8. Planning Commission Action. The Planning Commission shall, within a reasonable time, act on the plat. Planning Commission action shall be expressed by a recommendation of approval or disapproval to the City Council. If the recommendation is for disapproval, the Planning Commission shall state the reasons. After the Planning Commission recommendation has been made, the final plat shall be forwarded to the City Council by the Planning Department.

Section 4-9. City Council Action. The final plat presented to the City Council shall be identical to the plat acted upon by the Planning Commission. Upon approval of the final plat by the City Council, a certificate of approval by the Planning Commission and by the Mayor and City Council shall be signed by the Chair of the Planning Commission, Mayor, and City Clerk.

Section 4-10. Approved Final Plat Filing. Upon completion of Section 4-9 of this ordinance, the subdivider shall file four (4) reproducible mylars of the plat as follows:

(1) Four (4) reproducible mylars (18" x 24" minimum) to be stamped by the Register of Deeds and routed as follows:

(a) One (1) to the Bellevue Planning Department;

(b) Two (2) to the Sarpy County Register of Deeds (one for their file and one to be routed to the Sarpy County Public Works Department); and

(c) One (1) to remain with the applicant. ***(Ord. No. 3882, September 11, 2017)***

Section 4-11. Final Plat Time Limit. Approval of the final plat shall become null and void ninety (90) days from the date of City Council approval if the subdivider does not file the final plat with the Register of Deeds as provided in Section 4-10 of this ordinance. It shall be the responsibility of the subdivider to furnish the Planning Department documentation of compliance within the ninety (90) day period. A thirty (30) day extension may be granted by the City Council upon written request of the subdivider and submittal of the required fee.

Section 4-12. Final Plat Information. The subdivider shall prepare and submit a final plat at a scale of not less than one inch equals one hundred feet (1" = 100'). The plat shall be prepared under the supervision of and certified by a registered State of Nebraska land surveyor. The plat, including all signatures, shall be drawn with permanent black ink on reproducible mylar. Information on the final plat shall include:

(1) Name of subdivision and location by Section, Township, and Range.

(2) North arrow and bar scale.

(3) Descriptive boundaries of the subdivision based on an accurate traverse giving angular and linear dimensions and shown by heavy dashed lines, and the location of section and quarter section lines in relation to the plat. Any boundary line along a horizontal curve shall be described by long chord and bearing, as well as by radius, direction (left or right), and arc distance. The exterior boundary traverse closure with a maximum allowable error of closure on any portion of the final plat shall be one (1) foot in ten thousand (10,000) feet.

(4) The exact location and layout of lots, streets, centerlines, rights-of-way, alleys and other public grounds, with accurate dimensions in feet and decimals of feet, interior angles or azimuth, length of radii and/or arcs of all curves, and with all other information necessary to reproduce the plat on the ground, together with the names of the streets, and lots and block numbers.

(5) Location, use, and width of all required easements. Perpetual easements shall be granted to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

(6) Location and description of monuments.

(7) Certificate signed by a land surveyor registered in the State of Nebraska, which contains the legal description of the land included in the plat and all necessary explanations of dimensions and references to monuments to supplement the figures on the plat itself. Said certificate shall state that a ground survey has been made and that the monuments have been placed as shown on the plat, or the subdivider shall provide a renewable staking bond on a form approved by the Bellevue City Attorney, and filed with the Planning Department to ensure the monuments will be established within one (1) year of the filing of the final plat. The one year staking bond may be renewed not to exceed three (3) years total.

(8) Dedication form and certificate signed and acknowledged before a Notary Public by all parties having any recorded interest in the land subdivided, consenting to the plat including dedication of all streets, alleys, and public ways and dedication of parks or other public grounds, and granting any necessary or required easements.

(9) Certificate signed by the County Treasurer stating there are no regular or special taxes due or delinquent taxes against the property described in the plat.

(10) Certificate for the submittal of a recommendation by the Planning Commission to be signed by the Chairman or Acting Chairman.

(11) Certificate for the approval of the City Council to be signed by the Mayor or Acting Mayor and attested by the City Clerk. The certificate shall include the ninety (90) day deadline date for final plat filing.

(12) Certificate signed by the County Engineer/Surveyor stating he/she has reviewed the plat.

(13) Data block provided on the plat or a separate submission showing the calculations of square footage per lot, for use by the County Assessor.

CHAPTER 5

SMALL SUBDIVISIONS

Section 5-1. Small Subdivision Defined. For purposes of this chapter the subdivider may be eligible to seek subdivision approval as a Small Subdivision if the following conditions are met:

(1) The subdivision does not contain more than three (3) lots, except as provided for in subparagraph (4) below.

(2) The subdivision fronts on an existing street, does not involve any new street or road, or the extension of municipal facilities or the creation of any public improvements.

(3) The subdivision does not adversely affect the remainder of the parcel or adjoining property.

(4) The subdivision may contain more than three (3) lots if in the opinion of the Planning ~~Director~~ Manager the information listed in Chapter 3, Preliminary Plats, is not required or has been submitted previously.

Section 5-2. Administrative Approval. The Planning ~~Director~~ Manager or designee shall have the right to approve small subdivision plats in compliance with Section 5-1 of this ordinance. The Planning ~~Director~~ Manager or designee may approve a small subdivision plat if the following conditions are met:

(1) The Public Works Director or Engineer has affixed their signature to the plat.

(2) The subdivision is not in conflict with any provisions or portion of the Comprehensive Plan, Zoning Ordinance, or these regulations.

(3) The subdivision would not require the vacation of any occupied utility easements.

(4) In the opinion of the Planning ~~Director~~ Manager the subdivision would not require the dedication of additional public right-of-way.

(5) The parcel has not been previously denied replatting by the City Council.

(6) The subdivision would not allow a duplex or multi-family development on land previously platted for single family development.

(7) The subdivision primarily involves a change in interior lot boundaries. Exterior lot boundaries may be changed only by dedication or vacation of a public right-of-way following hearings before the Planning Commission and City Council.

Section 5-3 Small Subdivision Application for Administrative Approval. An application for small subdivision administrative approval shall be submitted to the Planning Department. A separate site plan prepared under the supervision of, and certified by, a registered State of

Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way. The following shall be submitted with the application:

(1) Application fee.

(2) An electronic copy of the plat to be emailed to the ~~City Planner~~ Planning Manager.

(3) Information as required under Section 4-12 and Section 5-6 of this ordinance.

Section 5-4. Administrative Review. Upon filing, the Planning Department shall forward the application, copies of the plat and supplemental information, with a request for comments in seven (7) working days from the following:

(1) Public Works Director or Engineer

(2) Applicable school district in accordance with Section 4-4 (4) and 4-5 of this ordinance.

Section 5-5. Administrative Action. The Planning ~~Director~~ Manager or designee shall approve or disapprove the plat within ten (10) working days of the filing date. In the event of disapproval, the ~~City Planner~~ Planning Manager shall give the subdivider a written statement of reasons for the disapproval.

Section 5-6. Administrative Certificate of Approval. In lieu of Sections 4-12 (10) and 4- 12 (11) of this ordinance, plats eligible for administrative approval shall include certificates of approval to be signed by the Public Works Director or Engineer, and Planning ~~Director~~ Manager or designee. Upon receiving administrative approval, the plat shall be filed with the Register of Deeds in accordance with Section 4-10 and Section 4-11 of this ordinance.

Section 5-7. Appeal of Administrative Disapproval. The subdivider has the privilege of requesting Planning Commission and City Council review and approval in accordance with Section 5-8 of this ordinance if the Planning ~~Director~~ Manager or designee has disapproved the plat or has not taken action within ten (10) working days of filing the plat.

Section 5-8. Planning Commission and City Council Review and Action. If the plat does not qualify for administrative approval or has been disapproved by the Planning ~~Director~~ Manager or designee, an application for Small Subdivision shall be submitted in accordance with Sections 4-2 through 4-12, Final Plats, of this ordinance.

Section 5-9. Small Subdivision Plat Information. The Small Subdivision Plat shall be prepared in accordance with the Final Plat standards in Section 4-12 of this ordinance. A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way.

Section 5-10. Approved Small Subdivision Plat Filing. Upon completion of Section 5-6 or 5-8 of this ordinance, the subdivider shall file four (4) reproducible mylars of the plat as follows:

(1) Four (4) reproducible mylars (18" x 24" minimum) to be stamped by the Register of Deeds and routed as follows:

(a) One (1) to the Bellevue Planning Department;

(b) Two (2) to the Sarpy County Register of Deeds (one for their file and one to be routed to the Sarpy County Public Works Department); and

(c) One (1) to remain with the applicant.

(Ord. No. 3848, June 13, 2016)

(Ord. No. 3882, September 11, 2017)

CHAPTER 6

MINIMUM DESIGN STANDARDS

Section 6-1. General. No subdivision plat shall be approved unless it conforms to the minimum design standards in this chapter.

Section 6-2. Streets and Alleys.

(1) The arrangements, classification, extent, right-of-way, paving width, grade and location of all streets shall conform to the Comprehensive Plan and Section 6-4 of this ordinance, and shall be designated in relation to existing and planned streets, topographic conditions, public convenience and safety, and the proposed uses of the land to be served by such streets.

(2) Any newly constructed street or completely reconstructed street must be designed and constructed to (i) provide for the safety and convenience of all users of all ages and of all abilities: pedestrians, bicyclists, transit users, and motorists; and (ii) address the needs of all users both along roadway corridors and crossing the corridors.

(3) Where such is not shown in the Comprehensive Plan, the arrangement of streets in a subdivision shall:

(a) Provide for the continuation of existing principal streets in surrounding areas.

(b) Conform to a plan for the neighborhood approved or adopted by the City of Bellevue to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable.

(c) Conform to any other plan approved by the city which identifies the street classification system or arrangement of streets.

(4) Local streets shall be so laid out that their use by through traffic will be discouraged.

(5) Where a subdivision abuts or contains an existing or proposed major street or highway, the city may require frontage roads abutting the major street or highway, or such other treatment as may be necessary for adequate protection of residential properties and for separation of through and local traffic.

(6) Street intersections with centerline offsets of less than one hundred and twenty-five (125) feet shall only be allowed upon the approval of a waiver under Chapter 8 of this ordinance.

(7) When the centerline of the streets extended deflect at any one point with a deflection angle of more than five (5) degrees, they shall be connected by a horizontal curve.

(8) Streets shall be laid out so as to intersect as nearly as possible at right angles and no

street shall intersect any other street at less than sixty (60) degrees.

(9) Half streets shall be prohibited.

(10) The following values shall be used for the purpose of determining average daily traffic (ADT) for streets associated with different housing types:

(a) Single-family detached homes - 6.0 trips per dwelling unit per day.

(b) Group or Townhouses - 5.0 trips per dwelling unit per day.

(c) Apartments 1 to 4 stories - 4.0 trips per dwelling unit per day.

(d) Apartments over 4 stories - 3.0 trips per dwelling unit per day.

(11) The right-of-way widths, pavement widths (back to back of curb), street grades, and the sight distance for streets and alleys in any subdivision shall conform to Section 6-4 of this ordinance

(12) Street widths in subdivisions with building front yard setbacks less than twenty (20) feet shall provide for parking on both sides of the street.

(13) Cul-de-sac streets shall not exceed six hundred (600) feet in length and shall be provided at the closed end with either an off-set or symmetric circular turnaround having an outside pavement diameter of at least seventy-five (75) feet and a right-of-way diameter of one hundred (100) feet. Cul-de-sac approach and return radii shall not be less than sixty-two and one-half (62½) feet for pavement and fifty (50) feet for rights-of-way.

(14) The horizontal alignment of all streets shall be governed by sight distance and speed, but shall not be less than that shown in Section 6-4 of this ordinance.

(15) No street grade shall be less than one-half (½) of one (1) percent, nor greater than ten (10) percent.

(16) Permanent dead-end streets shall be prohibited.

(17) Intersections of more than two (2) streets shall be prohibited.

(18) Alleys shall be prohibited in residential districts. Alleys may be provided in commercial and industrial districts.

Section 6-3. Private Streets.

(1) Connections to Public Streets. The private street system shall provide convenient and reasonable access to each dwelling unit, lot, commercial or community building and adjacent property from the public street system.

(2) Maximum Block Length. Shall comply with Section 6-6 (1) of this ordinance.

(3) Roadway Specifications.

(a) Private streets shall be at least twenty-five (25) feet in width and have either an integral curb or combination curb and gutter.

(b) Private streets shall be surfaced with Portland cement concrete and shall be not less than 7" thick.

(4) Private Street Easements. Private street easements shall be required to be a minimum of five (5) feet wider on each side of the paved surface. The easement shall be granted to the adjoining lot owners and the developer shall demonstrate the mechanism by which its perpetual maintenance shall be the responsibility of the adjoining owners.

(5) Setbacks. Setbacks which are required for any building or structure shall be measured from the nearest edge of the private street easement.

(6) Parking. Where vehicles back out onto the private street, a minimum of twenty (20) feet shall be provided between the nearest edge of the parking stall or garage and the edge of the private street.

(7) Traffic Signs. All traffic signs and pavement markings along the private street shall conform to the City of Bellevue requirements.

(8) Maintenance. Private streets which are granted by an easement to the adjoining lot owners shall be the maintenance responsibility of those owners and shall not become the responsibility of the city upon annexation.

Section 6-4. Street Design Standards.

STREET DESCRIPTION	CUL-DE-SAC	PRIVATE STREET	LOCAL STREET	COLLECTOR	MINOR ARTERIAL	MAJOR ARTERIAL
Service	Very Light Local No Thru Traffic	Very Light Local No Thru Traffic	Light Local	Local Thru	Local Thru	Thru Traffic
ADT	0 - 75	0 - 75	75 - 1000	1000 - 4000	4000 - 8000	8000+
Design Speed	15 mph	15 mph	25 mph	25 mph	25 - 35 mph	35 mph+
Minimum Sight Distance	75'	75'	150	200'	250'	*
Maximum Street Slope	10%	10%	10%	10%	8%	*
Minimum Centerline Radius on Horizontal Curves	100'	100'	150'	300'	500'	*
Right-of-Way	50'	35'**	50'	60'	80'	***
Pavement Width	25'	25'	25'	32'	36'	*
Concrete Pavement Thickness Residential Streets	7"	7"	7"	9"	9"	*

*Standards for major arterial streets will be set by county or state highway officials.
**Easement width
***Additional right-of-way required: 100' for section line roads; 80' for half section line roads.

Section 6-5. Right-of-Way Easements. The width of easements in relation to depth below grade of the sanitary sewer and storm sewer pipes shall be a minimum of two (2) to one (1), but in no event less than fifteen (15) feet, unless otherwise approved by the City Engineer, and shall be provided along the rear and side property lines wherever possible. Where a subdivision is traversed by a water course, drainageway, channel, or stream, there shall be provided a storm water or drainage easement of such a width to provide adequate water flow and maintenance. Parallel streets, walkways or bridges may be required in connection with such drainage easement.

Section 6-6. Block Width and Length. Subdivision blocks shall conform to the following standards:

(1) Block length shall not exceed 1,320 feet. The length of blocks shall be considered to be the distance from street centerline to opposite street centerline and shall be measured along the center of the block.

(2) Pedestrian walkways not less than ten (10) feet wide may be required at or near the center of blocks longer than five hundred (500) feet where such walkways are deemed to be essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, or other community facilities.

(3) The width of blocks shall generally be sufficient to allow two (2) tiers of lots and be at least two hundred and forty (240) feet in width.

Section 6-7. Lot Standards. Subdivision lots shall conform to the following minimum standards:

(1) Lot dimensions and area shall conform to the requirements of the zoning ordinance.

(2) Platting of lots for multiple family commercial and industrial purposes shall include adequate space for off-street parking, service areas, service access, or frontage access roads.

(3) Satisfactory access from a public street or recorded access easement shall be provided for all lots. Access driveways shall be positioned in accordance with the Typical Driveway Layout Standards on file in the Public Works Department.

(4) Through lots shall only be allowed upon the approval of a waiver requested under Chapter 8 of this ordinance.

(5) Corner lots shall be of extra width sufficient to maintain building lines of both streets as required in the zoning ordinance.

(6) Side lot lines shall be approximately at right angles or radial to street lines.

(7) Excessive depth in relation to width of lots over three (3) to one (1) shall only be allowed upon approval of a waiver requested under Chapter 8 of this ordinance.

(8) Flag lots shall be avoided except where development cannot be reasonably accomplished without their use.

(9) Larger than normal lots or parcels shall be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision with provision for adequate utility connections for such resubdivision. Dedication of easements or public right-of-way for future openings and extensions of such streets may be required.

(10) Residential lots fronting on an arterial street shall only be allowed upon approval of a waiver requested under Chapter 8 of this ordinance. When established, access restrictions shall be noted on the plat.

(11) Slopes altered through cut and/or fill operations shall not exceed a 3:1 ratio unless approved stabilization structures are used.

CHAPTER 7

CAPITAL IMPROVEMENTS

Section 7-1. General. The method and financing by which public improvements are installed in a subdivision is a matter of mutual concern to the subdivider and the city. These improvements become permanent features of the community and could be a great financial burden to the subdivider and a continual excessive maintenance cost to the city. It is the intent of this ordinance to provide for adequately sized, properly located, and properly installed improvements through the prescribed rules and standards of this ordinance. The subdivider shall construct and install the improvements in accordance with the City of Bellevue standards for construction plans and specifications.

Section 7-2. Lot Staking. The following described monuments shall be installed before plat approval, or in lieu thereof a performance bond, in an amount equal to the cost of doing such work, as determined by the City Engineer, shall be furnished to the City of Bellevue:

(1) Lot corners, all points of curvature, points of tangency, and corners of blocks shall be monumented by iron rods not less than one half inch in diameter or iron pipes not less than three-fourths inches in diameter extending at least twenty-four (24) inches below grade.

Section 7-3. Streets.

(1) Street Grading: All full width streets located entirely within the boundary of the subdivision, except major streets as noted, shall be graded to the full width to within six (6) inches of the finished grade. Such grading shall be completed or in lieu thereof a performance bond in an amount equal to the cost of doing such work shall be furnished to the City of Bellevue before the City Engineer certifies to the Council that required improvements have been satisfactorily arranged for.

(2) Street Surfacing: The streets shall be paved including integral curbs in accordance with street paving standards as approved by the city.

(3) Street Lighting: For residential streets, lamps shall be 100 watt high pressure sodium sources or equivalent or higher efficiency sources. Poles shall generally have a 25 foot mounting height and be placed at street intersections and mid-block with normal interval spacing of 240 feet. Reductions to this standard may be required by the Street Superintendent, after consultation with OPPD, when warranted by the layout or design of the subdivision in order to meet Illuminating Engineering Society (IES) standards for street lighting. Subdividers are encouraged to consider installation of higher efficiency or lower cost alternatives to street lighting, such as LED lights, provided such alternatives are approved by the Street Superintendent and OPPD. For all other streets, lighting shall be installed in accordance with standards adopted by OPPD after review and approval by the Street Superintendent.

Section 7-4. Storm Sewers or Drainageways. The subdivider shall be required to provide for adequate drains, inlets, manholes and other facilities to provide for the adequate removal of all

surface drainage in conformance with the city's design criteria. Where the subdivision is located within a larger drainage area, the subdivider is required to install the storm drains to adequately handle the additional areas upstream.

Section 7-5. Sidewalks. For subdivisions approved prior to May 9, 2017 or subsequent replats, a concrete sidewalk shall be provided within the dedicated right-of-way in accordance with the regulations in place at the time the subdivision was approved. For subdivisions approved on or after May 9, 2017, a concrete sidewalk shall be provided within the dedicated right-of-way with a minimum width of five (5) feet, and located at least 6.5 feet back of the street pavement.

Sidewalks shall be provided at the following locations:

(1) Both sides of a paved street within the subdivision.

(2) Parallel to any streets abutting and/or running along the outer perimeter of the subdivision.

(Ord. No. 3873, April 24, 2017)

Section 7-6. Sanitary Sewers. Where a city approved sanitary sewer is accessible by gravity flow within one thousand (1,000) feet of the final plat, the subdivider shall connect thereto and provide adequate sewer lines and stubs to benefit each lot. Where the trunk line outfall sanitary sewer line along the Papillion Creek is accessible by gravity connection and is within one mile of the subdivision, the developer shall be required to connect thereto and provide an adequate outfall sewer line sized to serve the total drainage area in which the subdivision is located. Where the Papillion Creek trunk line outfall sanitary sewer line is substantially more than one mile, or where any other city approved sanitary sewer is more than one thousand (1,000) feet, or where a city approved sanitary sewer is not accessible by gravity flow, the subdivider shall make provisions for the disposal of sewage as required by law and as approved by the city. Temporary disposal facilities may be approved under the following conditions:

(1) The temporary facility shall only be approved and sized for that subdivision. No further addition or enlargement to the facility may be undertaken to serve any other subdivision or additions to that subdivision without approval of the city.

(2) The subdivider and any Sanitary and Improvement District formed shall, by agreement with the City of Bellevue, agree that if and when a city approved sanitary sewer line is constructed within 1,000 feet of the subdivision and while the subdivision is within a Sanitary and Improvement District, then the Sanitary and Improvement District shall connect to the sewer line and disconnect from the temporary facility which will be discontinued and eliminated by the Sanitary and Improvement District as approved by the city.

(3) Where any City of Bellevue approved sanitary sewer is not readily available for connection, but there are plans for availability requiring connection, the subdivider and/or any Sanitary and Improvement District formed may be required by agreement to

pay or prepay, depending upon availability, any sewer connection fee or fees required by the city to be assessed against each property or lot to be served by the sewer prior to the approval of the final plat. The fees paid to the city will be used as the subdivision's share towards the construction of an outfall sewer main and/or towards the necessary improvement or enlargement of any treatment plant.

(4) Whenever the sanitary sewer of a subdivision is connected to the city approved sewer system, the City of Bellevue may collect any applicable rental or use charge or fees from the users in the subdivision or Sanitary and Improvement District and such charge shall be a lien upon the property served. If the city's charge is not paid when due, such sum may be recoverable by the city in a civil action or it may be assessed against the property as special taxes or assessments levied by the city, and upon the deliverance of a certified copy of an ordinance by the city clerk to the county treasurer, the county shall collect the same as provided by law and return same to the City of Bellevue.

(5) Whenever the main collector sewer line serving the subdivision within its boundaries is required to be more than eight (8) inches in diameter because it is designed to serve a greater area than the subdivision, the subdivider shall only be responsible for the cost of an eight (8) inch diameter sewer line.

Section 7-7. Electrical Power, Water, and Gas Mains. The subdivision shall be provided with adequate electrical, gas, and water supply systems. The water mains shall be connected to an approved water supply system. Water, gas, and electrical distribution installation shall meet the standards and specifications of the city or respective utility company.

Section 7-8. Public Facilities and Open Space.

(1) Where a tract of land that is being subdivided includes land proposed to be used for parks and other public facilities under the duly adopted Comprehensive Plan of the city, the subdivider shall indicate the location of such areas on the preliminary plat. Such sites may be purchased within two years of the recording date of the subdivision by the city or the Sanitary and Improvement District at a negotiated value or at a value determined in the same manner as required by the power of eminent domain, plus one-half of the cost of grading, utilities, and paving, including curbs of the portion of any streets that are contiguous to the site, plus other approved special assessments. Should such site not be approved and purchased in the time specified, the subdivider may request replatting for the purpose of resale. Said site shall be zoned initially to allow uses comparable with land contiguous to it in case it is not purchased within said two (2) year period.

(2) Where a tract of land is being subdivided includes land proposed to be used for a future school site under the adopted Comprehensive Plan of the city, the subdivider shall indicate the general location of such areas on the preliminary plat. School sites are to be reserved for three (3) years giving the appropriate school district the right to purchase the land at a negotiated value or at a value determined in the same manner as required by the Nebraska State Statutes for proceedings under the power of eminent domain, plus one-half the cost of grading, utilities, and paving, including curbs, of any streets contiguous to the site, plus other approved special assessments. Should the

school site not be purchased in the time specified, the subdivider may request replatting for the purpose of resale. Said school site shall be zoned initially to allow uses comparable with land contiguous to it in case it is not purchased for school within said three (3) year period.

Section 7-9. Other Improvements. The installation of other improvements may be required when deemed necessary in the best interest of the community.

Section 7-10. Erosion Control. The subdivider shall construct temporary terraces on slopes, temporary silting basins, swales and spillways, and energy dissipation structures to reduce erosion, sedimentation and damage to adjacent properties and public rights-of-way from surface drainage during subdivision development. The subdivider shall further be required to seed the areas covered by the subdivision to control erosion of areas disturbed by excavation and grading operations, including the installation of utilities.

Section 7-11. Sanitary and Improvement Districts. Where a subdivider plans to create a Sanitary and Improvement District (S.I.D.) to construct improvements in its subdivision, prior to the installation of any improvements, the plans for such improvements, other than for public parks, playgrounds, and recreation facilities, shall be submitted to the city for review and approval. Plans and exact costs for public parks, playgrounds and recreation facilities must be approved by Resolution of the City Council. Such approval shall relate to conformity with the Comprehensive Plan and the construction specifications and standards, if any, theretofore established by the city. In addition, the subdivider, the Sanitary and Improvement District, and the city, acting through its City Council, shall enter into any agreement or agreements necessary for water supply and distribution, sewage treatment or disposal, or other utility services. Such agreement shall also set forth the manner and extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specifically benefit property in the area to be specially assessed against the property of the subdivider. All such agreements shall be in substantial conformity to the established policy of the city relating to such items. The purpose of the agreements is to express the intent to develop the area in conformity to the Comprehensive Plan of development for the city.

Section 7-12. Sanitary and Improvement District Recreational Facilities. The Sanitary and Improvement District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds: in construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility, without express approval of the city.

Section 7-13. Subdivision Agreement. No contract for the construction of public improvements involving any subdivision outside of the corporate limits of the City of Bellevue shall be let, awarded, or otherwise consummated by the subdivider unless first entering into a formal subdivision agreement between the City of Bellevue, the subdivider, and/or the Sanitary and Improvement District concerning land acquisition for public improvements, minimum design for utilities, pavements, open spaces, recreation facilities, erosion and sedimentation control methods, both temporary and permanent, and assessments for the costs to be incurred as a

general obligation by the Sanitary and Improvement District, development corporation, or other persons to be involved in the contract. The city will consider Sections 7-13 through 7-19 of this ordinance in entering a contractual agreement covering the assessment of costs for public improvements.

Section 7-14. Street and Sidewalk Financing. The method of financing the costs of streets and sidewalks shall be as follows:

(1) Sidewalks shall be a special assessment against the property benefiting or shall be at the cost of the subdivider or property owner at the time of the development of individual platted lots.

(2) Streets, including curb, of twenty-five (25) feet in width shall be a special assessment to the property benefitting. That portion of the pavement in excess of twenty-five (25) feet, excluding the curb, may be a general obligation.

(3) Street intersections may be a general obligation, except that portion of "T" intersections abutting building lots shall be a special assessment against the property benefiting.

(4) Street signs which conform to city standards may be a general obligation. Decorative, ornamental, or other signs not conforming to city standards, but have been approved by the city for use, shall be a special assessment against the property benefited.

(5) Street lighting which conforms to city standards may be a general obligation. Decorative, ornamental, or other street lighting not conforming to city standards, but which has been approved by the city for use, may be a special assessment against the property benefited.

Section 7-15. Storm Sewer Financing. Storm sewers, including manholes, inlets, and other appurtenances, shall be a general obligation.

Section 7-16. Sanitary Sewer Financing. The method of financing the costs of sanitary sewers shall be as follows:

(1) Sanitary sewers, including manholes and other appurtenances, of eight (8) inches or less in diameter shall be a special assessment of the property benefiting. That portion of the sanitary sewer over eight (8) inches in diameter except manholes and other appurtenances, may be a general obligation.

(2) Outfall sanitary sewer lines located outside the subdivision that are designed to serve a total drainage area larger than the subdivision may be a general obligation.

(3) Sanitary and Improvement District connection charges paid to other S.I.D.s may be a general obligation. Any additional connection charges shall be a special assessment against the property benefiting.

(4) Sewage treatment plants and lift stations designed to accommodate the total drainage area may be a general obligation.

(5) Sewage treatment plants and lift stations designed to accommodate the subdivision only shall be a special assessment against the property benefitting.

Section 7-17. Water System Financing. The method of financing the costs of the water distribution systems shall be as follows:

(1) Water distribution systems installed by an S.I.D. within the Metropolitan Utilities District (MUD) system shall be a special assessment against the property benefiting. That portion of the water distribution system outside the subdivision may be a general obligation.

(2) Water distribution systems not installed by an S.I.D. within the area served by the Metropolitan Utilities District system shall be financed by the subdivider in accordance with MUD policies.

Section 7-18. Gas System Financing. The method of financing the costs of the gas distribution system shall be as follows:

(1) Gas distribution systems located within a S.I.D. and the MUD or Black Hills Energy system shall be a special assessment against the properties benefiting. That portion of the gas distribution system outside the subdivision may be a general obligation.

(2) Gas distribution systems located within the city's corporate limits shall be financed by the subdivider in accordance with MUD or Black Hills Energy policies.

Section 7-19. Electric System Financing. The entire costs for the installation of the electrical power distribution system, including underground systems, shall be a special assessment against the property benefiting.

Section 7-20. Definitions. Unless the context shall otherwise require, whenever used in Sections 7-20 through 7-25 of these subdivision regulations, the following terms shall have the meaning ascribed to them in this Section 7-20. All other capitalized terms shall have the meaning ascribed to them in Chapter 2 of these subdivision regulations.

Boulevards/Parkways: Boulevards/Parkways are planned to provide pleasant vehicular routes connecting roads to and through parks and Natural Areas, and serving new subdivisions and S.I.D.s, in part, visually unifying those newly developing areas, especially commercial areas, with established neighborhoods and parks and buffering industrial areas from residents and commercial enterprises. The Master Park Plan specifies the location of Boulevards and Parkways. These locations shall guide the general placement of all Boulevard/Parkways; however, minor location adjustments to accommodate traffic issues, topography or development limitations may be approved by the Public Works Department. The Master Park Plan provides standard design criteria for various configurations of Boulevards/Parkways, which shall apply unless otherwise approved by the Public Works Department.

Commercial Recreational Plan: The individual plan for proposed subdivisions approved by the City Council pursuant to Section 7-22, which provides for construction, development and improvement of those Trails/Special Corridors and Boulevards/Parkways that are contemplated by the Master Park Plan and, in some instances, open space, playgrounds, walkways, active/passive use areas and other appropriate recreational facilities and amenities intended to serve or to benefit

the contemplated licensees, invitees, occupants, owners and tenants of the subdivision.

Community/Regional/Special Use Parks: Community/Regional Parks serve a broader purpose than Neighborhood Parks. Focus is on meeting recreational needs for a cluster of neighboring communities and perhaps the entire city. These parks may contain neighborhood and community play facilities, extensive active play/sports fields, recreational complexes (“rec-plexes") and aquatic centers as well as natural resource recreation such as hiking trails, equestrian activities, nature interpretation and other passive uses where the park provides an opportunity to preserve and enhance historic or natural resources. Organized sports leagues and teams will use different locations throughout a season, and historic and natural resource based activities are dependent on unique features. Therefore, the locations of the Community and Regional Parks are not based on specific travel distance service standards. Instead, the city attempts to achieve "equitable accessibility" for area residents throughout the city. Special Use Parks are planned to provide the region with a high amenity open space. They are intended to be primarily passive use with grand open spaces and landscape vistas. They provide for large public gatherings for community events and contain signature features such as civic monuments and may serve as, or include, city landmarks.

Cultural and Historic Sites: These sites contain features of important historical or cultural value that are desired to be protected and enhanced.

Interlocal Agreement: A written agreement between governmental subdivisions complying with statutory requisites.

Master Park Plan: The Master Park Plan for the city, as amended from time to time. The Planning Commission shall review the Master Park Plan at least once annually.

Natural Areas: These are areas containing significant natural resources such as wetland and native prairies that are desired to be protected and enhanced. These also include certain floodplain and other areas where, because of natural physical characteristics and other limitations that are not easily remediated, development may be restricted, and the area better preserved as natural greenbelts.

Neighborhood Parks: Planned to serve a specific residential neighborhood within an approximate six block (half mile) radius, Neighborhood Parks may be primarily passive in use, contain basic play facilities, landscape enhancements and open space. Some of these parks will contain active use recreational facilities, fields and other amenities that will serve or benefit the recreational requirements of residents of the subdivision. They should be generally located to allow for convenient and equal access by future neighborhood residents. Service standards based on anticipated population and on travel distance should provide the basis for locating park facilities. Future residential neighborhoods generally must allow for pedestrian connections to the park site with permanent easements. On occasion, Neighborhood Parks may serve residents of adjacent subdivisions or developments.

No Recreational Assessment: A written assessment to the City Council made and accepted pursuant to Section 7-21 or 7-22 when a Park Plan or Commercial Recreational Plan is not

appropriate for reasons contemplated by these subdivision regulations.

Other appropriate recreational facilities: Those recreational facilities and amenities, including Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors, that have been approved by the City Council in a Park Plan or Commercial Recreational Plan.

Park Development Fund: The Fund established by Section 7-24.

Park Plan: The individual plan for proposed subdivisions approved by the City Council pursuant to Section 7-21 which provides for the construction, development and improvement of parks, Trails/Special Corridors, Boulevards/Parkways and other appropriate recreational facilities and amenities.

Subdivision Agreement: An agreement between the city, the Developer and, if applicable, a duly created Sanitary and Improvement District for the development of land within or without the corporate limits of the city, requiring submission of a plat.

Trails/Special Corridors: The network of trails in a system that serves residents and businesses of Bellevue. The system is planned to emphasize safe travel for pedestrians walking and biking to and from parks and around the community. Focus is as much on transportation as it is on recreation and should therefore endeavor to connect residents and businesses to and through parks and Natural Areas, Cultural Areas and Sites and other points of interest, and to unify them as well with newly developing residential, commercial and industrial areas. The Master Park Plan specifies the location of Trails/Special Corridors. These locations shall guide the general placement of all Trails; however, minor location adjustments to accommodate traffic issues, topography or development limitations may be approved by the Public Works Department, and with the approval of the City, may be integrated with similar systems developed by or in conjunction with other governmental subdivisions and agencies. The Master Park Plan provides standard design criteria for various configurations of Trails, which shall apply unless otherwise approved by the Public Works Department.

Urban Filter/Wildlife Corridors: These are areas planned along floodplains; they are planned to function as natural filters to urban runoff and serve as linear wildlife corridors.

Section 7-21. Residential Subdivisions; Park Plan; Exceptions. Unless waived by the City Council pursuant to its approval of a No Recreational Assessment submitted pursuant to this Section 7-21, every residential subdivision requiring submission of a preliminary plat shall include land to be designated for use as a Neighborhood Park (or a Community, Regional or Special Use Park, if contemplated by the Master Park Plan) and land to be designated for use as Trails/Special Corridors and Boulevards/Parkways to the extent such use is contemplated by the Master Park Plan. Each Neighborhood Park shall be of a size, location and configuration with open space, parking, playgrounds, walkways, active use and expansion areas and other appropriate recreational facilities and amenities that will serve or benefit residents of the proposed subdivision, applying sound park planning principles. The subdivider of any land for which a preliminary plat is required in accordance with Section 3 of these subdivision regulations and consisting of lots to be developed as single family or multi-family residential districts, shall at the time of submission of the

preliminary plat, submit (a) a proposed Park Plan conforming to the Master Park Plan, or (b) a No Recreational Assessment, duly supported, concluding that a Park Plan is (i) inappropriate for the proposed subdivision because the configuration or other natural characteristics of the land within the subdivision renders the same impractical or cost prohibitive or (ii) unnecessary because the recreational needs of the proposed subdivision can be met by existing, or improvement to existing, neighboring recreational facilities, including City facilities; provided, however, such assessment shall then include the terms of a proposed Interlocal or similar agreement providing for the same, identifying the parties, the nature and location of such existing or proposed facilities, any conditions of use by residents of the new subdivision, the contribution to be made by the new subdivision toward development and maintenance of such facilities and other appropriate information to permit City to determine whether such facilities shall be sufficient to accommodate the recreational needs of the proposed subdivision and the affected neighboring communities. No such agreement shall be executed unless first approved by City Council. The proposed Park Plan and the No Recreational Assessment shall be prepared by a registered landscape architect or engineer.

(1) The proposed Park Plan shall identify the location of land, within or without the boundary of the subdivision, to be developed, dedicated or acquired for use as: a Neighborhood Park (or other Park contemplated by the Master Park Plan); those Trails/Special Corridors or Boulevards/Parkways contemplated by the Master Park Plan; and, other appropriate recreational facilities and amenities intended to be developed. It shall discuss the time, manner, means and nature of the development of the land for such purposes, together with allocated costs estimate for the acquisition and development of the same. It shall endeavor to take into consideration, applying sound park planning principles, the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors located within or adjacent to the subdivision and the presence of nearby existing or proposed Trails/Special Corridors and Boulevards/Parkways.

(2) The proposed Park Plan, or the alternative No Recreational Assessment, shall be reviewed by the City Planning Commission, which shall make its recommendation to the City Council concerning the same. A final Park Plan shall be approved, or the No Recreational Assessment shall be accepted, by the City Council prior to the final plat being presented to the Planning Commission.

(3) The final Park Plan shall be integrated within the Subdivision Agreement and shall be implemented in accordance with the terms of the Subdivision Agreement.

Section 7-22. Commercial/Industrial Subdivisions; Commercial Recreational Plan; Exceptions. Unless waived by the City Council pursuant to its approval of a No Recreational Assessment submitted pursuant to this Section 7-22, every commercial or industrial subdivision requiring submission of a preliminary plat shall include land to be designated for use as Trails/Special Corridors and Boulevards/Parkways to the extent such use is contemplated by the Master Park Plan. The subdivider of any land for which a preliminary plat is required in accordance with Section of these subdivision regulations and consisting of lots to be developed as commercial or industrial districts, shall at the time of submission of the preliminary plat, submit (a) a proposed Commercial Recreational Plan conforming to the Master Park Plan and, to the extent intended to

be developed, any other appropriate recreational uses, including those contemplated by Section 7-22 (2), or (b) a No Recreational Assessment, duly supported, concluding that a Commercial Recreational Plan is (i) not required by Section 7-22 and stating that the subdivider has elected not to propose other recreational facilities, including those contemplated by Section 7-22 (2) or (ii) inappropriate for the proposed subdivision because the configuration or other natural characteristics of the land within the subdivision renders the same impractical or cost prohibitive. The proposed Commercial Recreational Plan and the No Recreational Assessment shall be prepared by a registered landscape architect or engineer.

(1) The proposed Commercial Recreational Plan shall identify the location of land, within or without the boundary of the subdivision, to be developed, dedicated or acquired for use as: Trails/Special Corridors or Boulevards/Parkways contemplated by the Master Park Plan and any other proposed appropriate recreational facilities and amenities intended to be developed. It shall discuss the time, manner, means and nature of the development of the land for such purposes, together with an allocated costs estimate for the acquisition and development of the same.

(2) As part of its Commercial Recreational Plan, the subdivider is encouraged to include: preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors located within or adjacent to the subdivision; acquisition and development of land for other appropriate recreational facilities and amenities that will serve or benefit the contemplated licensees, invitees, occupants, owners and tenants of land within the proposed subdivision and community developments adjacent thereto; and the improvement/connection/extension of nearby existing or proposed Trails/Special Corridors and Boulevards/Parkways, although not then mandated by the Master Park Plan.

(3) The Commercial Recreational Plan, or the alternative No Recreational Assessment, shall be reviewed by the City Planning Commission, which shall make its recommendation concerning the same. A final Commercial Plan shall be approved, or the No Recreational Assessment shall be accepted, by the City Council prior to the final plat being presented to the Planning Commission.

(4) The final Commercial Recreational Plan shall be integrated within the Subdivision Agreement and shall be implemented in accordance with the terms of the Subdivision Agreement.

Section 7-23. Financing for Park Plan/Commercial Recreational Plan. Where the proposed subdivision being platted is to be developed as a Sanitary and Improvement District ("SID"), the method of financing the cost of acquiring and developing land in conformity with the Park Plan or Commercial Recreational Plan shall be a permitted General Obligation of the SID, but shall be restricted to the extent set forth in this Section 7-23 unless otherwise approved by the City Council in a Subdivision Agreement. Neither the approval of the Park Plan or the Commercial Recreational Plan nor anything in this Section 7-23 shall be construed to waive the requirement contemplated by Sections 7-11 or 7-12 of these subdivision regulations that the City Council shall expressly approve such expenditures by the SID.

(1) Neighborhood Parks:

(a) Maximum Per Acre Allowance: The allowable maximum cost for acquisition of land proposed for use as a Neighborhood Park shall not exceed the per acre, raw land price paid for the entire area being preliminary platted.

(b) Floodway Property: No expenditure shall be permitted for floodway land to be contained in a Neighborhood Park.

(c) Floodplain Property: The allowable maximum cost of land (other than Floodway Property) within designated floodplain proposed for acquisition as a Neighborhood Park shall not exceed 50% of the full per acre raw land price.

(d) Wetlands: No expenditure shall be permitted for wetlands to be contained within a Neighborhood Park.

(e) Easements: No expenditure shall be permitted for land burdened by easements for sewer lines, gas lines, power lines and other restrictive

(f) Street Frontage: Unless otherwise provided in a Park Plan or Commercial Recreational Plan, all Neighborhood Parks shall have a minimum of 35% of their perimeter adjoining streets. Expenditures associated with one-half the width of the street pavement, any sidewalk associated with the street frontage of a park and any improvements for water and sewer directly related to recreational facilities shall be a General Obligation of the SID.

(g) Open Drainage Way: No expenditure shall be permitted for open drainage areas to be contained within a Neighborhood Park. Open drainage ways shall mean that area which is three times the depth of the channel plus 20 feet and applies to both sides of the channel or width required to pass the 100 year storm.

(h) Soft Costs: All soft costs associated with the (i) development of the Park Plan, (ii) acquisition of the land for Neighborhood Parks and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes. No other soft costs shall be permitted unless otherwise approved by the City Council.

(i) Other Costs: All other costs approved by the City Council for the development of Neighborhood Parks pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(2) Community/Regional Parks:

(a) Land Costs: Any land required for the construction and development of a Community/Regional Park or Community/Regional Park related amenity may be acquired by the SID under the same restrictions as those applicable to a Neighborhood Park.

(b) Soft Costs: All soft costs associated with the (i) development of the Park Plan, (ii) acquisition of the land for Commercial/Regional Park and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes. No other soft costs shall be permitted unless otherwise approved by the City Council.

(c) Other Costs: All other costs approved by the City Council for the development of a Community/Regional Park pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(3) Trails/Special Corridors:

(a) Land Costs: Any land required for the construction and development of Trails/Special Corridors or related amenities may be acquired by the S.I.D. under the same restrictions as those applicable to a Neighborhood Park; provided, however, land and development costs for Trails/Special Corridors that are designated to adjoining roadways shall be incorporated into the right-of-way and roadway improvement costs and financed accordingly.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for Trails/Special Corridors and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of Trails/Special Corridors pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(4) Boulevards/Parkways:

(a) Land Costs:

(i) Dedication for Public Streets: Any land required for the construction and development of Boulevards/Parkways exceeding the requirements of these subdivision regulations or public streets.

(ii) Other Limitations: Expenditures associated with the development of Boulevards/Parkways shall be limited to tree planting, landscaping, and associated walks, trails and trail signage. Sidewalks shall be a general obligation up to 4 feet wide and 4 inches thick; all other sidewalk costs shall be specially assessed to adjacent lots.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for Boulevards/Parkways and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of Boulevards and Parkways pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(5) Other recreational facilities and amenities:

(a) Land Costs: Any land required for the construction and development of land for recreational purposes and related amenities identified in a Park Plan or a Commercial Recreational Plan may be acquired by the SID under the same restrictions as those applicable to a Neighborhood Park.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of such recreational facilities pursuant to Section 7-11 or 7-12 of these subdivision regulations.

Section 7-24. Park Development Fund. There is hereby created the Park Development Fund. The purpose of the Park Development Fund is to provide a separate fund for monies to be used solely for the continued development of the Master Park Plan; the purchase of land; the construction, development and improvement of recreational facilities and amenities discussed in these subdivision regulations that are contemplated by the Master Park Plan; and related matters approved by the City Council in its sole discretion. Expenditures from the Park Development Fund shall be limited to the purposes contemplated by this Section 7-24 as authorized by the City Council in its sole discretion.

(1) The Park Development Fund shall consist of three (3) separate and distinct accounts:

(a) Funding for Neighborhood Park purchase and development. This fund will be utilized primarily for expenditures for development, improvement, and maintenance of Neighborhood Parks.

(b) Funding for the purchase and development of Community/Regional/Special Use Parks. This fund will be utilized primarily for expenditures for development, improvement and maintenance of Community/Regional/Special Use Parks and similarly serviceable recreational facilities, including Cultural and Historical Sites, Natural Areas and Urban Filter/Wildlife Corridors. Due to the imminent need to purchase the land where it is in the path of foreseeable development, and the significant acquisition costs associated with these larger parks, the City will attempt to initially prioritize and target these funds toward the purchase of specific park sites by a method that, in the long-term, will attempt to provide equitable services through
the geographic distribution of Community/Regional/Special Use Parks.

(c) Funding for the purchase and development of Trails/Special Corridors and Boulevards/Parkways. This fund will generally be used for those expenditures for development, improvement and maintenance of Trails/Special Corridors and Boulevards/Parkways contemplated by the Master Park Plan.

(2) The Park Development Fund shall be funded (a) by contributions made by subdividers pursuant to Section 7-24 (3) of these Subdivision Regulations and (b) as otherwise directed or made by the City Council. The city acknowledges development costs of Community/Regional/Special Use Parks, Trails/Special Corridors, Boulevards/Parkways, and certain other recreational facilities necessary to serve an expanding, thriving community will likely require City funding beyond that made by contributions of subdividers and subdivisions. However, in adopting these subdivision regulations, the City Council does not intend that it is encumbering or otherwise allocating any other fund of the City for these purposes or for the purposes of the Master Park Plan, including Community Betterment Funds or Bond Funds. The balance of the Park Development Fund will be invested as other City funds are invested by the City Finance Department. Interest earned from the fund's balance shall accrue to the fund.

(3) In order to fund necessary parks and recreational facilities for development within, and for the expansion the City, these subdivision regulations and the Master Park Plan anticipate that residents and associated development will significantly contribute to the costs associated with providing property and facilities to serve the public park and other burgeoning recreational needs of these developing areas within, and adjacent to, City. Accordingly, except as provided in Section 7-24 (4), there shall be a contribution made to the Park Development Fund in connection with every proposed subdivision of land, to which these subdivision regulations apply, as follows:

(a) Residential Developments: In addition to the amount expended, or to be expended, to implement a Park Plan, (i) a contribution of an amount for facilitating

the purchase and development of Community/Regional/Special Use Parks and the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors of $550 per acre of the proposed subdivision, plus (ii) an additional contribution of $300 per acre for facilitating the purchase and development of land for Trails/Special Corridors and Boulevards/Parkways connecting the residents of the contributing subdivision with Community/Regional/Special Use Parks, other Trails/Special Corridors, Cultural and Historical Sites, Natural Areas and Urban Filter/Wildlife Corridors.

(b) Commercial and Industrial Developments: In addition to the amount expended, or to be expended, to implement a Commercial Recreational Plan, (i) a contribution of an amount for facilitating the purchase and development of land Community/Regional/Special the Parks and the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors of $300 per acre of the proposed subdivision, plus (ii) an additional contribution of $750 per acre for facilitating the purchase and development of land for Trails/Special Corridors and Boulevards/Parkways connecting occupants, invitees and licensees of the contributing subdivision with Community/Regional/Special Use Parks, Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors.

(4) Notwithstanding the provisions of Section 7-24 (3):

(a) Whenever a Park Plan shall provide for the construction, development, or improvement of: Community/Regional/Special Use Parks; the construction, development, improvement or the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors within or adjacent to the boundaries of the proposed subdivision; or, the construction, development or improvement of Trails/Special Corridors and Boulevards/Parkways on land adjacent to the proposed subdivision, the amount of any authorized expenditures made in furtherance of the same shall be credited to the amount of the applicable contribution required to be made by Sections 7-24 (3)(a).

(b) Whenever a Commercial Recreational Plan shall provide for the construction, development or improvement or recreational facilities beyond that contemplated by the Master Park Plan, the amount of any authorized expenditures made in furtherance of the same shall be credited to the amount of the applicable contribution required to be made by Section 7-24 (3)(b).

(5) All contributions to the Park Development Fund shall be paid by the subdivider and shall be payable prior to the filing of the plat. ***(Ord. No. 3777, August 11, 2014)***

Section 7-25. Annexation. Whenever the city studies an area for potential annexation, among other matters, it is common practice to determine the expediency of annexation by evaluating all public improvements and infra-structure in terms of meeting then current city standards and the corresponding costs for bringing them up to city standards. This processshall include an

evaluation of each such area's recreational facilities and needs, if any. The cost of annexation shall include an amount equal to (i) the cost constructing and developing recreational facilities appropriate for the area proposed for annexation, (ii) bringing existing recreational facilities up to city standards, (iii) the amount of any contribution remaining to be paid to the Park Development Fund (for those subdivisions or S.I.D.s in existence prior to the adoption of these subdivision regulations, the entire contribution to the Park Development Fund shall be considered to be unpaid), and (iv) the amount of any contribution required to be made by the S.I.D. under an Inter-local or similar agreement entered into pursuant a No Recreational Assessment. To the extent such funds are available from the S.I.D.'s or subdivision's cash balance after allowing for the existing debt services thereof and other capital and service costs determined to apply, an appropriate amount determined by the City Council, lofts discretion, not to exceed the amount determined by application of this Section 7-25 (1) shall be paid into the Park Development Fund for use, at such time as the City Council shall consider appropriate following the effective date of annexation, to construct, improve, and develop recreational facilities, directly or indirectly, serving and benefiting the area. The city shall remain responsible for any outstanding payment obligation under the terms of any existing Inter-local Agreement to which the subdivision is a party, and such payments may be made from the Park Development Fund. Nothing in Section 7-25 shall be construed to limit or otherwise restrict the city from annexing any area, which the city shall deem to be expedient and in the best interest of the city and its residents.

CHAPTER 8
HARDSHIP AND WAIVERS

Section 8-1. Waiver Justification. Where it can be shown in the case of a proposed subdivision that strict compliance with the requirements of this ordinance would result in practical difficulties and/or unnecessary hardship the subdivider may apply for a waiver. When considering the waiver request, it must be shown that:

(1) The requested waiver is due to unusual conditions that are project specific.

(2) The requested waiver will not nullify the intent and purpose of this ordinance or the Comprehensive Plan.

(3) The requested waiver shall not violate the zoning ordinance, and

(4) The requested waiver is in the best interest of the public.

Section 8-2. Application. The subdivider shall prepare a written statement accompanying the application for the proposed subdivision listing all sections of this ordinance in which a waiver is being sought. The statement shall also state the nature of the hardship.

Section 8-3. Waiver. The City Council, after receiving a recommendation from the Planning Commission, may vary, modify, or waive the requirements of this ordinance. Waivers of this ordinance shall not violate the zoning ordinance.

CHAPTER 9
FEES AND ENFORCEMENT

Section 9-1. Fees. In order to cover the cost of advertising, holding public hearings, staff review, and other expenses incidental to the approval of a subdivision, the subdivider shall pay the applicable fees as outlined in the Master Fee Schedule.

All fees shall be paid to the Planning Department and credited to the General Fund of the City. All fees are non-refundable.

Section 9-2. Plan Review Reimbursement. The subdivider or Sanitary and Improvement District shall reimburse the city such costs incurred by the city for Plan Review, Plan Check, and Plan Approval as to conformance with approved city Standards and Specifications, but such costs shall not exceed 1% of the total contracted cost for improvements in the subdivision.

Section 9-3. Enforcement

(1) No building permit shall be issued for any structure or building that is located upon a lot in a subdivision that has not been subdivided in the manner provided for by this ordinance or previously adopted subdivision regulations. No such plat, replat, dedication, or deed shall be filed with the Register of Deeds until approved by the City Council as provided by law.

(2) Section 1 shall not apply to lots of record or subdivisions platted prior to October 14, 1974.

(3) No building permit shall be issued for any building or structure in any platted subdivision within the city zoning jurisdiction without provision for sanitary sewer, per Article II, Building Code, City of Bellevue.

(4) No Certificate of Occupancy shall be issued for any building or structure on any platted lot within the city zoning jurisdiction until all required utilities including sanitary sewers, storm sewers, electrical, gas, water, and streets to the lot are complete, functional, and approved.

(5) The Street Superintendent may compel the subdivider to clean rights-of-way, public easements, streets and storm sewers on the site and adjacent area of debris, sedimentation and wastes due to the development, disturbance, excavation, grading, or improvement of the subdivision. The Street Superintendent will assign a time period in which clean-up operations will be completed that is based on the perceived risk to the public health and safety. Should clean-up operations not be completed within said time frame, the city may execute clean-up operations and may bill the subdivider for the costs.

Section 9-4. Severability. If any section of this ordinance be held unconstitutional or invalid by any court of competent jurisdiction, such section shall be considered separately and apart from the remaining provisions of this ordinance, and such section to be completely severable from the remaining provisions of this ordinance and the remaining provisions of this ordinance shall remain in full force and effect.

Section 9-5. Effective Date. This ordinance shall take effect and be in force from and after its passage, approval, and publication in pamphlet form.

ORDINANCE NO. 4105

AN ORDINANCE TO AMEND ORDINANCE NO. 3704, SUBDIVISION ORDINANCE, BY CHANGING STAFF TITLES AND ADOPTING DEFINITIONS FOR SUCH; TO REPEAL SUCH ORDINANCE AS HERETOFORE EXISTING; AND TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE.

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

Section 1. That Ordinance No. 3704 is hereby amended to read as follows:

SUBDIVISION ORDINANCE

CHAPTER 1

TITLE AND INTENT

Section 1-1. Title. This ordinance shall be known, referred to, and cited as the "City of Bellevue Subdivision Ordinance."

Section 1-2. Purpose and Intent. This ordinance is to provide for the harmonious development of Bellevue and its environs; to prescribe standards for the laying out of subdivisions in harmony with the comprehensive plan; for the coordination of streets and utilities within subdivisions with other existing or planned streets and utilities; for coordination of subdivisions with other features of the comprehensive plan to provide for adequate open space for traffic, recreations, light and air; and for the distribution of population and traffic in such a manner so as to create conditions favorable to health, safety, convenience or prosperity, all in accordance with applicable state statutes.

Section 1-3. Jurisdiction. This ordinance shall apply to all land located within the zoning jurisdiction of the city of Bellevue, as designated in Section 26-38 through 26-40 of the Bellevue City Code. (Section 16-901 Revised Statutes of Nebraska)

Section 1-4. Applicability. The owner or owners of any land located within the jurisdiction of these regulations subdividing land into two or more lots and blocks or tracts or parcels when the smallest parcel created is less than ten acres in area, for the purpose of laying out a subdivision, suburban lots, building lots, tracts or parcels or any owner of any land establishing any street, alley, park or other property intended for public use or for the use of purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto, shall cause a plat to be made in accordance with these regulations. (Section 19- 921 Revised Statutes of Nebraska)

CHAPTER 2

DEFINITIONS

Section 2-1. Definitions. For the purpose of regulations, certain words used herein are defined as follows:

Section 2-2. Alley. A public right-of-way not designed to allow through vehicular traffic, used as a secondary access to the rear or side of lots, which shall in no way be a street.

Section 2-3. Assistant Planning Manager. The city staff person with responsibility for advising the Planning Commission and City Council on land use development, zoning, and platting matters.

Section 2-4. Average Daily, Traffic (ADT). The vehicular traffic generated on a particular street over a twenty-four-hour period by the development on the street plus any through traffic.

Section 2-5. Bellevue School District. School District No. 1 of Sarpy County, Nebraska.

Section 2-6. Block. A tract or parcel of land entirely surrounded by public highway, streets, streams, railroad rights-of-way, or parks, or a combination thereof

Section 2-7. City. The City of Bellevue, Nebraska, a municipal corporation.

Section 2-8. City Administrator. The principal administrative officer of the City of Bellevue, Nebraska.

Section 2-9. City Clerk. City Clerk of the City of Bellevue, Nebraska.

Section 2-10. City Council. City Council of the City of Bellevue, Nebraska.

Section 2-11. City Engineer. The city engineer of the City of Bellevue retained by the City Council for the recommendation, advice, and implementation of engineering work as requested by the city.

Section 2-12. Common Open Space. That undivided land in a subdivision which is jointly owned by all property owners of the subdivision, for the enjoyment and benefit of the owners and occupants of the individual building sites of the said development.

Section 2-13. Comprehensive Plan. The plan for the improvement and development of the City of Bellevue, Nebraska, as adopted by the city's Planning Commission and City Council in accordance with the laws of the State of Nebraska and the Ordinances of the City of Bellevue.

Section 2-14. County Engineer. The engineer of Sarpy County, Nebraska.

Section 2-15. County Surveyor. The surveyor of Sarpy County, Nebraska.

Section 2-16. County Treasurer. The treasurer of Sarpy County, Nebraska.

Section 2-17. Cul-De-Sac. A short street with one end open to traffic and the other end terminated by a vehicular turn around.

Section 2-18. Dead-End Street. A street with one end open to traffic and the other end terminating without a vehicular turn around.

Section 2-19. Dead-End Street, Temporary. A street with one end open to traffic and the other end terminating at the boundary line of the subdivision but will be required to be extended at a later date to provide access to abutting land.

Section 2-20. Dedication. A grant of land by the owner to the public for public use.

Section 2-21. Easement. A grant by the property owner to the public, a corporation, or persons, of the use of land for specific purposes.

Section 2-22. General Obligation. A debt incurred by the city or an S.I.D. by the issuance of general obligation bonds to finance certain public capital improvements in a subdivision. These improvements are outlined in Section 7-14, 7-15, 7-16, 7-17, 7-18 and 7-19 of this ordinance.

Section 2-23. Improvements. Street grading, street surfacing and paving, curbs and gutters, streetlights, street signs, sidewalks, crosswalks, water mains and lines, fire hydrants, sanitary

sewers, storm drainage facilities, culverts, manholes, bridges, public utilities, or other installations as designated by the City Council or its specific approving authority.

Section 2-24. Lot. A portion of land within the subdivision or other parcel of land, intended as a unit for transfer of ownership or for development.

Section 2-25. Lot Depth. The mean horizontal distance between the front and rear lot lines.

Section 2-26. Lot, Corner. A lot having a frontage on two intersecting streets.

Section 2-27. Lot, Flag. A lot which is landlocked from public right-of-way, except for a narrow tract of land of less width than required under the assigned zoning.

Section 2-28. Lot Line. The boundary of a lot.

Section 2-29. Lot, Nonconforming. A lot which was lawfully created under prior zoning when lesser area or dimension requirements were enforced and does not currently conform to the zoning district space limits now applied. Lots created through a procedure which does or did not conform to the applicable city or county subdivision requirements enforced at that specific time shall also be considered nonconforming.

Section 2-30. Lot of Record. Shall mean an independent lot as shown in the records of and recognized by the Register of Deeds.

Section 2-31. Lot, Sub-. A subordinate and integral part of a lot. The sublot is to be shown on the subdivision plat.

Section 2-32. Lot, Through. A lot extending continuously between two parallel or approximately parallel streets.

Section 2-33. Lot Width. The distance between side lot lines measured at the rear of the required front yard on a line parallel to the street right-of-way.

Section 2-34. Monument. An identification marker established by a land survey and set by a registered land surveyor at each lot corner, angle point, block corner, street centerline, or other point.

Section 2-35. Omaha School District. School District No. 1 of Douglas County, Nebraska.

Section 2-36. Outlot. A lot not designated for building or occupancy.

Section 2-37. Papillion/LaVista School District. School District No. 27 of Sarpy County, Nebraska.

Section 2-38. Permits and Inspections Division. The Permits and Inspections Division of the City of Bellevue.

Section 2-39. Planning Commission. The Planning Commission of the City of Bellevue, Nebraska.

Section 2-40. Planning Department. The Department of Planning of the City of Bellevue, Nebraska.

Section 2-41. Planning Manager. The chief administrative officer of the Department of Planning of the City of Bellevue, Nebraska.

Section 2-42. Planning Secretary. Planning staff member responsible for assisting in the efficient operation of the department through the performance of administrative support functions.

Section 2-43. Plat. A map which delineates the subdivision of land. A plat commonly shows lots, blocks, and other information relevant to the development and improvement of the

property.

Section 2-44. Plat, Preliminary. The preliminary plan of the plat, subdivision or dedication prepared in accordance with the requirements of these regulations.

Section 2-45. Plat, Final. The final plan of the plat, subdivision, or dedication prepared for filing or recording in conformance with these regulations.

Section 2-46. Preapplication Meeting. A required meeting with the Planning Department prior to the submission of a preliminary plat application as outlined in Section 3-2 of this ordinance.

Section 2-47. Public Works Department. The Department of Public Works of the City of Bellevue.

Section 2-48. Public Works Director. The chief administrative officer of the Department of Public Works of the City of Bellevue.

Section 2-49. Register of Deeds. The Office of the Register of Deeds of Sarpy County, Nebraska.

Section 2-50. Replat. A map which delineates the subdivision of land which has been previously recorded as a plat in the office of Register of Deeds of Sarpy County, Nebraska.

Section 2-51. Sanitary and Improvement District. A special taxing body created by the District Court for the purpose of constructing, financing, and maintenance of capital improvements such as streets, sewers, sidewalks, utilities, and parks in a subdivision until such time as the subdivision is annexed by the city.

Section 2-52. Special Assessment. A lien assessed on private property on the basis of special benefit for a portion of public capital improvements in a subdivision.

Section 2-53. Springfield-Platteview School District. School District No. 46 of Sarpy County, Nebraska.

Section 2-54. Street. A right-of-way dedicated to public use which provides principal vehicular and pedestrian access to adjacent properties.

Section 2-55. Street, Collector. A street that is used or intended to be used to congregate traffic from several local streets and route such traffic to a major street.

Section 2-56. Street, Frontage (Road). A street dedicated adjacent to and parallel to a major street with limited or controlled access and dedicated to providing frontage access to abutting properties.

Section 2-57. Street, Local. Any public street that is used or intended to be used for the principal purpose of serving as vehicular access to abutting property.

Section 2-58. Street, Arterial. A street, freeway, expressway and arterial, as shown in the comprehensive plan.

Section 2-59. Street, Private. A nonpublic roadway shown as an easement on an approved site plan or approved with a subdivision plat under this ordinance. However, driveways providing access from a public street or private roadway to a single lot, may be considered as driveways. Such driveways shall be reviewed in accordance with the adopted driveway design standards on file in the Permits and Inspections Division.

Section 2-60. Subdivider. Any person, group, corporation, partnership, or other entity, or any agency thereof, dividing or proposing to divide land so as to constitute a subdivision.

Section 2-61. Subdivision. The division of a lot, tract, or parcel of land into two or more lots, sites, or other divisions of land for the purpose, whether immediate or future, of ownership or building development, except that the division of land shall not be considered a subdivision

when the smallest parcel created is more than ten acres in area.

Section 2-62. U.S.G.S. United States Geological Survey.

Section 2-63. Zoning Ordinance. The Zoning Ordinance of the City of Bellevue, as amended.

CHAPTER 3

PRELIMINARY PLATS

Section 3-1. Preliminary Plat Procedures. All preliminary plats shall be prepared in conformance with the provisions of this ordinance and in conformance with the Bellevue Comprehensive Plan. The Subdivider shall be responsible for such conformance.

Section 3-2. Preapplication Meeting. A preapplication meeting between the applicant or their representative, the Planning Department and other city departments will be required prior to the submission of an application for approval of a preliminary plat. No application for preliminary plat will be accepted by the Planning Department until after the preapplication meeting. Preapplication meetings should be scheduled through the Planning Department. The purpose of the preapplication meeting is to review policies, procedures and forms required by the City of Bellevue and to discuss the applicant's request. The applicant shall provide the following minimum information as part of a conceptual review sketch plan:

1. The proposed layout of streets, lots, and utilities in relation to existing streets, utilities, topography, and other conditions;

2. A general location map showing the proposed subdivision and its relationship to existing abutting subdivisions and community facilities in the area, such as streets, alleys, schools, parks, commercial areas, and other data supplementing the plans which outline or describe all of the proposed development as it relates to existing conditions;

3. Existing zoning and land use of the abutting properties and the existing and/or proposed zoning and land use of the subdivision; and

4. Any proposed exceptions to the language of the standard form subdivision or development agreement. The applicant should obtain a copy of the standard form agreement from the Planning Department and submit only those sections proposed for revision.

Section 3-3. Application. An application for a preliminary plat shall be submitted to the Planning Department. The following (with the exception of the fee) shall be submitted in electronic format with the application:

(1) Application fee.

(2) A copy of the plat, drainage plan, grading plan, and street profiles emailed to the Planning Manager.

(3) Written statement listing all owners of record of the land being subdivided.

(4) Written statement listing all waivers being sought in accordance with Sections 8-1 through 8-3 of this ordinance as well as a statement of the justification.

(5) A written statement outlining proposed erosion and sedimentation control measures as well as proposed plans for drainage channel stabilization.

(6) Financial data showing the cost of all public improvements within a proposed Sanitary and Improvement District, including a breakdown of the portion to be specially assessed and generally obligated, and an estimate of the total valuation after development. This shall include a tentative schedule for the expenditure of funds.

(7) A traffic impact analysis as may be required at the discretion of the City Engineer.

(8) A phasing schedule for both construction and costs if the project is to be developed in phases. Phase lines shall be delineated on the plat.

(9) One copy of the proposed covenants, if a homeowner's association is to be formed, for the control and maintenance of common facilities or land.

(10) A statement of any proposed exceptions to the language of the standard form subdivision or development agreement.

(11) A statement of estimated costs and financial assumptions for any possible S.I.D. connection fees.

(12) Any other supplemental information as may be deemed necessary by the Planning Manager.

(13) Upon approval, a computer automated drafting (CAD) file shall be submitted to the Planning Manager.

Section 3-4. Application Acceptance or Refusal. Upon filing the preliminary plat, the Planning Department shall review the plat to ensure all supplemental data as required in Sections 3-3 and 3-13 has been provided. The Planning Department shall have the right to refuse the filing of the plat should the required supplemental data not be shown or presented unless otherwise instructed by the Planning Manager.

Section 3-5. Planning Department Review. Upon acceptance of the application for preliminary plat, the Planning Department shall distribute one copy of the preliminary plat, with request for comments to other city departments and other governmental agencies who are directly concerned with the proposed subdivision. These departments or agencies shall, within fifteen days from receipt of a copy of the preliminary plat and accompanying data, file with the Planning Manager its approval of said plat or a report indicating in what manner such preliminary plat does not conform to the city's regulations and/or other agencies rules and regulations.

Section 3-6. Planning Department Review. Within thirty days from the filing of the preliminary plat, the Planning Manager shall notify the subdivider in writing of the findings of the review and the recommendations of the various departments and the manager's own review of the design of the subdivision and shall designate the revisions which will be required under the provisions of this ordinance before approval of the preliminary plat is to be recommended.

(1) If the recommendation is for disapproval, the Planning Manager shall submit to the subdivider a statement of the reasons for such recommendation and indicate the revisions necessary to secure a recommendation of approval.

(2) The recommendation of approval of the preliminary plat by the Planning Manager does not constitute an approval of the subdivision.

(3) Following the recommendation of the Planning Manager, the subdivider shall file a written response indicating agreement or disagreement with the revisions necessary to secure a recommendation of approval and an electronic copy of the revised plat and requested documents shall be emailed to the Planning Manager. The response and preliminary plat are to be submitted in accordance with the Uniform Review Schedule.

Section 3-7. Planning Commission Review. All applications for preliminary plat approval will require the applicant or his/her representative to appear before the Planning Commission for the purpose of explaining the request. The Planning Commission will hold a Public Hearing to consider the application for preliminary plat of which notice is given by mailing a letter of notification to each property owner of record located within 300 feet of the site and by posting

a sign on the property at least ten (10) calendar days prior to the meeting. In reviewing the preliminary plat, the Planning Commission shall consider the following:

(1) Conformity with the Comprehensive Plan, Zoning Ordinance, and this ordinance.
(2) Any recommendations of the Planning Manager and/or other reviewing agencies in Section 3-5 of this ordinance
(3) Comments received during public hearings.

Section 3-8. Planning Commission Action. The Planning Commission shall, within a reasonable time, act on the plat. Planning Commission action shall be expressed by a recommendation of approval or disapproval made to the City Council. An approval recommendation shall include stated conditions of such approval. A disapproval recommendation shall state the Planning Commission's reason for disapproval. After the Planning Commission recommendation has been made, the preliminary plat shall be forwarded to the City Council by the Planning Department.

Section 3-9. Reasonableness of Time. If the Planning Commission is not prepared to act on the application at the public hearing, the Planning Commission may vote to continue the request to a second public hearing. If the Planning Commission is not prepared to act by the second Public Hearing, the subdivider may request the Planning Commission to approve or deny the application so as to permit a hearing before the City Council at the earliest legal date possible.

Section 3-10. Allowance of Planning Commission Hearing Continuance. Continuances may be authorized by the Planning Commission.

Section 3-11. City Council Action. The preliminary plat presented to the City Council shall be substantially identical to the plat acted upon by the Planning Commission. City Council approval of the preliminary plat shall not constitute an acceptance of the plat but shall be deemed an expression of approval of the layout submitted, and an authorization to proceed with the preparation of the final plat.

Section 3-12. Preliminary Plat Time Limit. Approval of the preliminary plat shall become void one (1) year from the date of City Council approval if a final plat has not been submitted for review on all or part of the subdivision. One (1) year extensions may be granted by the City Council upon receipt by the Planning Department of a written request by the subdivider and upon submittal of the required fee prior to the preliminary plat expiration date.

Section 3-13. Preliminary Plat Information. A preliminary plat shall be based on a legal description of the property as shown by the land records in the office of the Register of Deeds. A preliminary plat shall meet the design standards set forth in these regulations. Plats shall be at an adequate scale to clearly show all necessary information and in no case smaller than one-inch equals two-hundred feet (1" = 200'). A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements, or street rights-of-way. The following information shall be included on the preliminary plat:

(1) Name of subdivision.

(2) Name of subdivider, engineer, landscape architect, or surveyor.

(3) Scale specified and bar scale.

(4) North point and date.

(5) Location, widths and names of proposed and abutting streets, alleys, pedestrian ways and easements, as well as the layout, numbers and approximate dimensions of proposed lots and blocks.

(6) All existing lots and structures upon and within two hundred (200) feet of the tract to be subdivided. Aerial photo data confirmed in the field is sufficient for the describing of off-tract structures.

(7) Existing and proposed sanitary sewers, storm sewers, water mains, culverts, or

other underground structures within the tract and immediately adjacent thereto. If water mains and sewers are not on or adjacent to the tract, direction and distance to nearest ones shall be shown, including preliminary invert elevations of sewers, based on U.S.G.S. Datum. Preliminary storm sewer and preliminary sanitary sewer layout and computations shall be provided.

(8) A tabulation of total acreage of the subdivision, number of lots for each zoning classification, and acreages designated to other uses.

(9) Existing and proposed contours, drainage channels, and wooded areas shall be shown on the proposed subdivision with maximum intervals of five (5) feet. When the subdivision exceeds ten (10) acres in area, contains unique conditions or unusual topographical features, closer contour lines may be required by the City of Bellevue. The datum plan for benchmark elevations and contours shall be based on U. S.G.S. Datum.

(10) A vicinity map showing the geographic relationship of the proposed subdivision to the surrounding street system. Vicinity maps shall be prepared at a scale of no smaller than one (1) inch equals two thousand (2,000) feet.

(11) An electronic copy emailed to the Planning Manager of centerline profiles of proposed streets showing percentages of grades and length of vertical curves.

(12) Documentation the owner or owners of any downstream sanitary sewer facilities (i) have been notified of the proposed development's intent to connect to the sanitary sewer system, and (ii) have come to an agreement with the proposed development for any required tap in fees.

Section 3-14. Application Termination. At the discretion of the Planning Manager, if any case is determined to be inactive due to lack of sufficient progress, the file will be closed and any subsequent action or consideration shall be made as part of a new request.

CHAPTER 4

FINAL PLATS

Section 4-1. Final Plat Procedures. The final plat shall conform to the preliminary plat as approved and may be comprised of only that portion of the approved preliminary plat which the subdivider proposes to record and develop at the time.

Section 4-2. Application. An application for a final plat shall be submitted to the Planning Department in accordance with the submittal deadline established by the Uniform Review Schedule which is adopted annually by the Planning Commission. The following (with the exception of the fee) shall be submitted in electronic format with the application:

(1) Application fee.

(2) A copy of the plat emailed to the Planning Manager.

(3) Written statement listing all owners of record of the land being subdivided.

(4) Written statement listing all waivers being sought in accordance with Sections 8-1 through 8-3 of this ordinance as well as a statement of the justification.

(5) Unless otherwise approved by the City Administrator, a subdivision agreement, approved as to form by the City Attorney, shall be submitted with the final plat application for all subdivisions which include the installation of public improvements. Subdivision agreements will be processed concurrently with the final plat and will require the approval of the City Council prior to the letting of any contracts for the construction of public improvements as provided in Section 7-14 of this ordinance.

(6) Any other supplemental material as specified in this ordinance.

(7) Upon approval, a computer automated drafting (CAD) file shall be submitted to the Planning Manager.

Section 4-3. Application Acceptance or Refusal. Upon submittal of the final plat, the Planning Department shall review the plat to ensure all supplemental data required in Sections 4-2 and 4-12 has been provided. The Planning Department shall have the right to refuse the submittal of the plat should the required supplemental data not be shown or presented unless otherwise instructed by the Planning Manager.

Section 4-4. Planning Department Review. The Planning Secretary shall distribute one (1) copy of the final plat along with a request for comments, to be returned within seven (7) working days, to each of the following:

(1) Public Works Director

(2) City Engineer

(3) Sarpy County Engineer, only if the plat is to be located outside the city's corporate limits.

(4) The Bellevue School District, except as provided in Section 4-5 of this ordinance.

Section 4-5. School District Notification. If the plat is in territories that are within the Papillion/LaVista School District, Omaha Public School District, or the Springfield/Platteview School District, the Planning Secretary shall notify the appropriate school district and the Bellevue School District of the date of final plat filing. In addition, the Planning Secretary shall forward a copy of the plat to the affected school districts.

Section 4-6. Planning Commission Review. In reviewing the final plat, the Planning Commission shall consider the following:

(1) Conformity with the Zoning Ordinance and the preliminary plat.

(2) Any recommendations of the Planning Manager and/or other reviewing agencies in Section 4-4 of this ordinance.

Section 4-7. Revision Submission Requirements. In the event that the applicant is required by the reviewing staff to make revisions to their final plat prior to action from the Planning Commission, the following shall be submitted:

(1) An electronic copy of the revised plat emailed to the Planning Manager.

Section 4-8. Planning Commission Action. The Planning Commission shall, within a reasonable time, act on the plat. Planning Commission action shall be expressed by a recommendation of approval or disapproval to the City Council. If the recommendation is for disapproval, the Planning Commission shall state the reasons. After the Planning Commission recommendation has been made, the final plat shall be forwarded to the City Council by the Planning Department.

Section 4-9. City Council Action. The final plat presented to the City Council shall be identical to the plat acted upon by the Planning Commission. Upon approval of the final plat by the City Council, a certificate of approval by the Planning Commission and by the Mayor and City Council shall be signed by the Chair of the Planning Commission, Mayor, and City Clerk.

Section 4-10. Approved Final Plat Filing. Upon completion of Section 4-9 of this ordinance, the subdivider shall file four (4) reproducible mylars of the plat as follows:

(1) Four (4) reproducible mylars (18" x 24" minimum) to be stamped by the Register of Deeds and routed as follows:

(a) One (1) to the Bellevue Planning Department;

(b) Two (2) to the Sarpy County Register of Deeds (one for their file and one to be routed to the Sarpy County Public Works Department); and

(c) One (1) to remain with the applicant. ***(Ord. No. 3882, September 11, 2017)***

Section 4-11. Final Plat Time Limit. Approval of the final plat shall become null and void ninety (90) days from the date of City Council approval if the subdivider does not file the final plat with the Register of Deeds as provided in Section 4-10 of this ordinance. It shall be the responsibility of the subdivider to furnish the Planning Department documentation of compliance within the ninety (90) day period. A thirty (30) day extension may be granted by the City Council upon written request of the subdivider and submittal of the required fee.

Section 4-12. Final Plat Information. The subdivider shall prepare and submit a final plat at a scale of not less than one-inch equals one hundred feet (1" = 100'). The plat shall be prepared under the supervision of and certified by a registered State of Nebraska land surveyor. The plat, including all signatures, shall be drawn with permanent black ink on reproducible mylar. Information on the final plat shall include:

(1) Name of subdivision and location by Section, Township, and Range.

(2) North arrow and bar scale.

(3) Descriptive boundaries of the subdivision based on an accurate traverse giving angular and linear dimensions and shown by heavy dashed lines, and the location of section and quarter section lines in relation to the plat. Any boundary line along a horizontal curve shall be described by long chord and bearing, as well as by radius, direction (left or right), and arc distance. The exterior boundary traverse closure with a maximum allowable error of closure on any portion of the final plat shall be one (1) foot in ten thousand (10,000) feet.

(4) The exact location and layout of lots, streets, centerlines, rights-of-way, alleys and other public grounds, with accurate dimensions in feet and decimals of feet, interior angles or azimuth, length of radii and/or arcs of all curves, and with all other information necessary to reproduce the plat on the ground, together with the names of the streets, and lots and block numbers.

(5) Location, use, and width of all required easements. Perpetual easements shall be granted to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under, and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

(6) Location and description of monuments.

(7) Certificate signed by a land surveyor registered in the State of Nebraska, which contains the legal description of the land included in the plat and all necessary explanations of dimensions and references to monuments to supplement the figures on the plat itself. Said certificate shall state that a ground survey has been made and that the monuments have been placed as shown on the plat, or the subdivider shall provide a renewable staking bond on a form approved by the Bellevue City Attorney and filed with the Planning Department to ensure the monuments will be established within one (1) year of the filing of the final plat. The one-year staking bond may be renewed not to exceed three (3) years total.

(8) Dedication form and certificate signed and acknowledged before a Notary Public by all parties having any recorded interest in the land subdivided, consenting to

the plat including dedication of all streets, alleys, and public ways and dedication of parks or other public grounds, and granting any necessary or required easements.

(9) Certificate signed by the County Treasurer stating there are no regular or special taxes due or delinquent taxes against the property described in the plat.

(10) Certificate for the submittal of a recommendation by the Planning Commission to be signed by the Chairman or Acting Chairman.

(11) Certificate for the approval of the City Council to be signed by the Mayor or Acting Mayor and attested by the City Clerk. The certificate shall include the ninety (90) day deadline date for final plat filing.

(12) Certificate signed by the County Engineer/Surveyor stating he/she has reviewed the plat.

(13) Data block provided on the plat or a separate submission showing the calculations of square footage per lot, for use by the County Assessor.

CHAPTER 5

SMALL SUBDIVISIONS

Section 5-1. Small Subdivision Defined. For purposes of this chapter the subdivider may be eligible to seek subdivision approval as a Small Subdivision if the following conditions are met:

(1) The subdivision does not contain more than three (3) lots, except as provided for in subparagraph (4) below.

(2) The subdivision fronts on an existing street, does not involve any new street or road, or the extension of municipal facilities or the creation of any public improvements.

(3) The subdivision does not adversely affect the remainder of the parcel or adjoining property.

(4) The subdivision may contain more than three (3) lots if in the opinion of the Planning Manager the information listed in Chapter 3, Preliminary Plats, is not required or has been submitted previously.

Section 5-2. Administrative Approval. The Planning Manager or designee shall have the right to approve small subdivision plats in compliance with Section 5-1 of this ordinance. The Planning Manager or designee may approve a small subdivision plat if the following conditions are met:

(1) The Public Works Director or Engineer has affixed their signature to the plat.

(2) The subdivision is not in conflict with any provisions or portion of the Comprehensive Plan, Zoning Ordinance, or these regulations.

(3) The subdivision would not require the vacation of any occupied utility easements.

(4) In the opinion of the Planning Manager the subdivision would not require the dedication of additional public right-of-way.

(5) The parcel has not been previously denied replatting by the City Council.

(6) The subdivision would not allow a duplex or multi-family development on land previously platted for single family development.

(7) The subdivision primarily involves a change in interior lot boundaries. Exterior lot boundaries may be changed only by dedication or vacation of a public right-

of-way following hearings before the Planning Commission and City Council.

Section 5-3 Small Subdivision Application for Administrative Approval. An application for small subdivision administrative approval shall be submitted to the Planning Department. A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way. The following shall be submitted with the application:

(1) Application fee.

(2) An electronic copy of the plat to be emailed to the Planning Manager.

(3) Information as required under Section 4-12 and Section 5-6 of this ordinance.

Section 5-4. Administrative Review. Upon filing, the Planning Department shall forward the application, copies of the plat and supplemental information, with a request for comments in seven (7) working days from the following:

(1) Public Works Director or Engineer

(2) Applicable school district in accordance with Section 4-4 (4) and 4-5 of this ordinance.

Section 5-5. Administrative Action. The Planning Manager or designee shall approve or disapprove the plat within ten (10) working days of the filing date. In the event of disapproval, the Planning Manager shall give the subdivider a written statement of reasons for the disapproval.

Section 5-6. Administrative Certificate of Approval. In lieu of Sections 4-12 (10) and 4- 12 (11) of this ordinance, plats eligible for administrative approval shall include certificates of approval to be signed by the Public Works Director or Engineer, and Planning Manager or designee. Upon receiving administrative approval, the plat shall be filed with the Register of Deeds in accordance with Section 4-10 and Section 4-11 of this ordinance.

Section 5-7. Appeal of Administrative Disapproval. The subdivider has the privilege of requesting Planning Commission and City Council review and approval in accordance with Section 5-8 of this ordinance if the Planning Manager or designee has disapproved the plat or has not taken action within ten (10) working days of filing the plat.

Section 5-8. Planning Commission and City Council Review and Action. If the plat does not qualify for administrative approval or has been disapproved by the Planning Manager or designee, an application for Small Subdivision shall be submitted in accordance with Sections 4-2 through 4-12, Final Plats, of this ordinance.

Section 5-9. Small Subdivision Plat Information. The Small Subdivision Plat shall be prepared in accordance with the Final Plat standards in Section 4-12 of this ordinance. A separate site plan prepared under the supervision of, and certified by, a registered State of Nebraska Land Surveyor may be required for plats with existing structures to determine their location in relation to proposed lot lines, easements or street rights-of-way.

Section 5-10. Approved Small Subdivision Plat Filing. Upon completion of Section 5-6 or 5-8 of this ordinance, the subdivider shall file four (4) reproducible mylars of the plat as follows:

(1) Four (4) reproducible mylars (18" x 24" minimum) to be stamped by the Register of Deeds and routed as follows:

(a) One (1) to the Bellevue Planning Department;

(b) Two (2) to the Sarpy County Register of Deeds (one for their file and one to be routed to the Sarpy County Public Works Department); and

(c) One (1) to remain with the applicant.

CHAPTER 6

MINIMUM DESIGN STANDARDS

Section 6-1. General. No subdivision plat shall be approved unless it conforms to the minimum design standards in this chapter.

Section 6-2. Streets and Alleys.

(1) The arrangements, classification, extent, right-of-way, paving width, grade and location of all streets shall conform to the Comprehensive Plan and Section 6-4 of this ordinance and shall be designated in relation to existing and planned streets, topographic conditions, public convenience and safety, and the proposed uses of the land to be served by such streets.

(2) Any newly constructed street or completely reconstructed street must be designed and constructed to (i) provide for the safety and convenience of all users of all ages and of all abilities: pedestrians, bicyclists, transit users, and motorists; and (ii) address the needs of all users both along roadway corridors and crossing the corridors.

(3) Where such is not shown in the Comprehensive Plan, the arrangement of streets in a subdivision shall:

(a) Provide for the continuation of existing principal streets in surrounding areas.

(b) Conform to a plan for the neighborhood approved or adopted by the City of Bellevue to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable.

(c) Conform to any other plan approved by the city which identifies the street classification system or arrangement of streets.

(4) Local streets shall be so laid out that their use by through traffic will be discouraged.

(5) Where a subdivision abuts or contains an existing or proposed major street or highway, the city may require frontage roads abutting the major street or highway, or such other treatment as may be necessary for adequate protection of residential properties and for separation of through and local traffic.

(6) Street intersections with centerline offsets of less than one hundred and twenty-five (125) feet shall only be allowed upon the approval of a waiver under Chapter 8 of this ordinance.

(7) When the centerline of the streets extended deflect at any one point with a deflection angle of more than five (5) degrees, they shall be connected by a horizontal curve.

(8) Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than sixty (60) degrees.

(9) Half streets shall be prohibited.

(10) The following values shall be used for the purpose of determining average daily traffic (ADT) for streets associated with different housing types:

(a) Single-family detached homes - 6.0 trips per dwelling unit per day.

(b) Group or Townhouses - 5.0 trips per dwelling unit per day.

(c) Apartments 1 to 4 stories - 4.0 trips per dwelling unit per day.

(d) Apartments over 4 stories - 3.0 trips per dwelling unit per day.

(11) The right-of-way widths, pavement widths (back-to-back of curb), street grades, and the sight distance for streets and alleys in any subdivision shall conform to Section 6-4 of this ordinance

(12) Street widths in subdivisions with building front yard setbacks less than twenty (20) feet shall provide for parking on both sides of the street.

(13) Cul-de-sac streets shall not exceed six hundred (600) feet in length and shall be provided at the closed end with either an off-set or symmetric circular turnaround having an outside pavement diameter of at least seventy-five (75) feet and a right-of-way diameter of one hundred (100) feet. Cul-de-sac approach and return radii shall not be less than sixty-two and one-half (62½) feet for pavement and fifty (50) feet for rights-of-way.

(14) The horizontal alignment of all streets shall be governed by sight distance and speed but shall not be less than that shown in Section 6-4 of this ordinance.

(15) No street grade shall be less than one-half (½) of one (1) percent, nor greater than ten (10) percent.

(16) Permanent dead-end streets shall be prohibited.

(17) Intersections of more than two (2) streets shall be prohibited.

(18) Alleys shall be prohibited in residential districts. Alleys may be provided in commercial and industrial districts.

Section 6-3. Private Streets.

(1) Connections to Public Streets. The private street system shall provide convenient and reasonable access to each dwelling unit, lot, commercial or community building and adjacent property from the public street system.

(2) Maximum Block Length. Shall comply with Section 6-6 (1) of this ordinance.

(3) Roadway Specifications.

(a) Private streets shall be at least twenty-five (25) feet in width and have either an integral curb or combination curb and gutter.

(b) Private streets shall be surfaced with Portland cement concrete and shall be not less than 7" thick.

(4) Private Street Easements. Private street easements shall be required to be a minimum of five (5) feet wider on each side of the paved surface. The easement shall be granted to the adjoining lot owners and the developer shall demonstrate the mechanism by which its perpetual maintenance shall be the responsibility of the adjoining owners.

(5) Setbacks. Setbacks which are required for any building or structure shall be measured from the nearest edge of the private street easement.

(6) Parking. Where vehicles back out onto the private street, a minimum of twenty (20) feet shall be provided between the nearest edge of the parking stall or garage and the edge of the private street.

(7) Traffic Signs. All traffic signs and pavement markings along the private street shall conform to the City of Bellevue requirements.

(8) Maintenance. Private streets which are granted by an easement to the adjoining lot owners shall be the maintenance responsibility of those owners and shall not become the responsibility of the city upon annexation.

Section 6-4. Street Design Standards.

STREET DESCRIPTION	CUL-DE-SAC	PRIVATE STREET	LOCAL STREET	COLLECTOR	MINOR ARTERIAL	MAJOR ARTERIAL
Service	Very Light Local No Thru Traffic	Very Light Local No Thru Traffic	Light Local	Local Thru	Local Thru	Thru Traffic
ADT	0 - 75	0 - 75	75 - 1000	1000 - 4000	4000 - 8000	8000+
Design Speed	15 mph	15 mph	25 mph	25 mph	25 - 35 mph	35 mph+
Minimum Sight Distance	75'	75'	150	200'	250'	*
Maximum Street Slope	10%	10%	10%	10%	8%	*
Minimum Centerline Radius on Horizontal Curves	100'	100'	150'	300'	500'	*
Right-of-Way	50'	35'**	50'	60'	80'	***
Pavement Width	25'	25'	25'	32'	36'	*
Concrete Pavement Thickness Residential Streets	7"	7"	7"	9"	9"	*

*Standards for major arterial streets will be set by county or state highway officials.
**Easement width
***Additional right-of-way required: 100' for section line roads; 80' for half section line roads.

Section 6-5. Right-of-Way Easements. The width of easements in relation to depth below grade of the sanitary sewer and storm sewer pipes shall be a minimum of two (2) to one (1), but in no event less than fifteen (15) feet, unless otherwise approved by the City Engineer, and shall be provided along the rear and side property lines wherever possible. Where a subdivision is traversed by a water course, drainageway, channel, or stream, there shall be provided a storm water or drainage easement of such a width to provide adequate water flow and maintenance. Parallel streets, walkways or bridges may be required in connection with such drainage easement.

Section 6-6. Block Width and Length. Subdivision blocks shall conform to the following standards:

(1) Block length shall not exceed 1,320 feet. The length of blocks shall be considered to be the distance from street centerline to opposite street centerline and shall be measured along the center of the block.

(2) Pedestrian walkways not less than ten (10) feet wide may be required at or near the center of blocks longer than five hundred (500) feet where such walkways are

deemed to be essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, or other community facilities.

(3) The width of blocks shall generally be sufficient to allow two (2) tiers of lots and be at least two hundred and forty (240) feet in width.

Section 6-7. Lot Standards. Subdivision lots shall conform to the following minimum standards:

(1) Lot dimensions and area shall conform to the requirements of the zoning ordinance.

(2) Platting of lots for multiple family commercial and industrial purposes shall include adequate space for off-street parking, service areas, service access, or frontage access roads.

(3) Satisfactory access from a public street or recorded access easement shall be provided for all lots. Access driveways shall be positioned in accordance with the Typical Driveway Layout Standards on file in the Public Works Department.

(4) Through lots shall only be allowed upon the approval of a waiver requested under Chapter 8 of this ordinance.

(5) Corner lots shall be of extra width sufficient to maintain building lines of both streets as required in the zoning ordinance.

(6) Side lot lines shall be approximately at right angles or radial to street lines.

(7) Excessive depth in relation to width of lots over three (3) to one (1) shall only be allowed upon approval of a waiver requested under Chapter 8 of this ordinance.

(8) Flag lots shall be avoided except where development cannot be reasonably accomplished without their use.

(9) Larger than normal lots or parcels shall be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision with provision for adequate utility connections for such resubdivision. Dedication of easements or public right-of-way for future openings and extensions of such streets may be required.

(10) Residential lots fronting on an arterial street shall only be allowed upon approval of a waiver requested under Chapter 8 of this ordinance. When established, access restrictions shall be noted on the plat.

(11) Slopes altered through cut and/or fill operations shall not exceed a 3:1 ratio unless approved stabilization structures are used.

CHAPTER 7

CAPITAL IMPROVEMENTS

Section 7-1. General. The method and financing by which public improvements are installed in a subdivision is a matter of mutual concern to the subdivider and the city. These improvements become permanent features of the community and could be a great financial burden to the subdivider and a continual excessive maintenance cost to the city. It is the intent of this ordinance to provide for adequately sized, properly located, and properly installed improvements through the prescribed rules and standards of this ordinance. The subdivider shall construct and install the improvements in accordance with the City of Bellevue standards for construction plans and specifications.

Section 7-2. Lot Staking. The following described monuments shall be installed before plat approval, or in lieu thereof a performance bond, in an amount equal to the cost of doing such work, as determined by the City Engineer, shall be furnished to the City of Bellevue:

(1) Lot corners, all points of curvature, points of tangency, and corners of blocks

shall be monumented by iron rods not less than one half inch in diameter or iron pipes not less than three-fourths inches in diameter extending at least twenty-four (24) inches below grade.

Section 7-3. Streets.

(1) Street Grading: All full width streets located entirely within the boundary of the subdivision, except major streets as noted, shall be graded to the full width to within six (6) inches of the finished grade. Such grading shall be completed or in lieu thereof a performance bond in an amount equal to the cost of doing such work shall be furnished to the City of Bellevue before the City Engineer certifies to the Council that required improvements have been satisfactorily arranged for.

(2) Street Surfacing: The streets shall be paved including integral curbs in accordance with street paving standards as approved by the city.

(3) Street Lighting: For residential streets, lamps shall be 100-watt high pressure sodium sources or equivalent or higher efficiency sources. Poles shall generally have a 25-foot mounting height and be placed at street intersections and mid-block with normal interval spacing of 240 feet. Reductions to this standard may be required by the Street Superintendent, after consultation with OPPD, when warranted by the layout or design of the subdivision in order to meet Illuminating Engineering Society (IES) standards for street lighting. Subdividers are encouraged to consider installation of higher efficiency or lower cost alternatives to street lighting, such as LED lights, provided such alternatives are approved by the Street Superintendent and OPPD. For all other streets, lighting shall be installed in accordance with standards adopted by OPPD after review and approval by the Street Superintendent.

Section 7-4. Storm Sewers or Drainageways. The subdivider shall be required to provide for adequate drains, inlets, manholes and other facilities to provide for the adequate removal of all surface drainage in conformance with the city's design criteria. Where the subdivision is located within a larger drainage area, the subdivider is required to install the storm drains to adequately handle the additional areas upstream.

Section 7-5. Sidewalks. For subdivisions approved prior to May 9, 2017 or subsequent replats, a concrete sidewalk shall be provided within the dedicated right-of-way in accordance with the regulations in place at the time the subdivision was approved. For subdivisions approved on or after May 9, 2017, a concrete sidewalk shall be provided within the dedicated right-of-way with a minimum width of five (5) feet and located at least 6.5 feet back of the street pavement.

Sidewalks shall be provided at the following locations:

(1) Both sides of a paved street within the subdivision.

(2) Parallel to any streets abutting and/or running along the outer perimeter of the subdivision.

Section 7-6. Sanitary Sewers. Where a city approved sanitary sewer is accessible by gravity flow within one thousand (1,000) feet of the final plat, the subdivider shall connect thereto and provide adequate sewer lines and stubs to benefit each lot. Where the trunk line outfall sanitary sewer line along the Papillion Creek is accessible by gravity connection and is within one mile of the subdivision, the developer shall be required to connect thereto and provide an adequate outfall sewer line sized to serve the total drainage area in which the subdivision is located. Where the Papillion Creek trunk line outfall sanitary sewer line is substantially more than one mile, or where any other city approved sanitary sewer is more than one thousand (1,000) feet, or where a city approved sanitary sewer is not accessible by gravity flow, the subdivider shall make provisions for the disposal of sewage as required by law and as approved by the city. Temporary disposal facilities may be approved under the following conditions:

(1) The temporary facility shall only be approved and sized for that subdivision. No further addition or enlargement to the facility may be undertaken to serve any

other subdivision or additions to that subdivision without approval of the city.

(2) The subdivider and any Sanitary and Improvement District formed shall, by agreement with the City of Bellevue, agree that if and when a city approved sanitary sewer line is constructed within 1,000 feet of the subdivision and while the subdivision is within a Sanitary and Improvement District, then the Sanitary and Improvement District shall connect to the sewer line and disconnect from the temporary facility which will be discontinued and eliminated by the Sanitary and Improvement District as approved by the city.

(3) Where any City of Bellevue approved sanitary sewer is not readily available for connection, but there are plans for availability requiring connection, the subdivider and/or any Sanitary and Improvement District formed may be required by agreement to pay or prepay, depending upon availability, any sewer connection fee or fees required by the city to be assessed against each property or lot to be served by the sewer prior to the approval of the final plat. The fees paid to the city will be used as the subdivision's share towards the construction of an outfall sewer main and/or towards the necessary improvement or enlargement of any treatment plant.

(4) Whenever the sanitary sewer of a subdivision is connected to the city approved sewer system, the City of Bellevue may collect any applicable rental or use charge or fees from the users in the subdivision or Sanitary and Improvement District and such charge shall be a lien upon the property served. If the city's charge is not paid when due, such sum may be recoverable by the city in a civil action or it may be assessed against the property as special taxes or assessments levied by the city, and upon the deliverance of a certified copy of an ordinance by the city clerk to the county treasurer, the county shall collect the same as provided by law and return same to the City of Bellevue.

(5) Whenever the main collector sewer line serving the subdivision within its boundaries is required to be more than eight (8) inches in diameter because it is designed to serve a greater area than the subdivision, the subdivider shall only be responsible for the cost of an eight (8) inch diameter sewer line.

Section 7-7. Electrical Power, Water, and Gas Mains. The subdivision shall be provided with adequate electrical, gas, and water supply systems. The water mains shall be connected to an approved water supply system. Water, gas, and electrical distribution installation shall meet the standards and specifications of the city or respective utility company.

Section 7-8. Public Facilities and Open Space.

(1) Where a tract of land that is being subdivided includes, land proposed to be used for parks and other public facilities under the duly adopted Comprehensive Plan of the city, the subdivider shall indicate the location of such areas on the preliminary plat. Such sites may be purchased within two years of the recording date of the subdivision by the city or the Sanitary and Improvement District at a negotiated value or at a value determined in the same manner as required by the power of eminent domain, plus one-half of the cost of grading, utilities, and paving, including curbs of the portion of any streets that are contiguous to the site, plus other approved special assessments. Should such site not be approved and purchased in the time specified, the subdivider may request replatting for the purpose of resale. Said site shall be zoned initially to allow uses comparable with land contiguous to it in case it is not purchased within said two (2) year period.

(2) Where a tract of land is being subdivided includes, land proposed to be used for a future school site under the adopted Comprehensive Plan of the city, the subdivider shall indicate the general location of such areas on the preliminary plat. School sites are to be reserved for three (3) years giving the appropriate school district the right to purchase the land at a negotiated value or at a value determined in the same manner as required by the Nebraska State Statutes for proceedings under the power of eminent domain, plus one-half the cost of grading, utilities, and paving, including curbs, of any streets contiguous to the site, plus other approved special assessments. Should the school site not be purchased in the time specified, the

subdivider may request replatting for the purpose of resale. Said school site shall be zoned initially to allow uses comparable with land contiguous to it in case it is not purchased for school within said three (3) year period.

Section 7-9. Other Improvements. The installation of other improvements may be required when deemed necessary in the best interest of the community.

Section 7-10. Erosion Control. The subdivider shall construct temporary terraces on slopes, temporary silting basins, swales and spillways, and energy dissipation structures to reduce erosion, sedimentation and damage to adjacent properties and public rights-of-way from surface drainage during subdivision development. The subdivider shall further be required to seed the areas covered by the subdivision to control erosion of areas disturbed by excavation and grading operations, including the installation of utilities.

Section 7-11. Sanitary and Improvement Districts. Where a subdivider plans to create a Sanitary and Improvement District (S.I.D.) to construct improvements in its subdivision, prior to the installation of any improvements, the plans for such improvements, other than for public parks, playgrounds, and recreation facilities, shall be submitted to the city for review and approval. Plans and exact costs for public parks, playgrounds and recreation facilities must be approved by Resolution of the City Council. Such approval shall relate to conformity with the Comprehensive Plan and the construction specifications and standards, if any, theretofore established by the city. In addition, the subdivider, the Sanitary and Improvement District, and the city, acting through its City Council, shall enter into any agreement or agreements necessary for water supply and distribution, sewage treatment or disposal, or other utility services. Such agreement shall also set forth the manner and extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specifically benefit property in the area to be specially assessed against the property of the subdivider. All such agreements shall be in substantial conformity to the established policy of the city relating to such items. The purpose of the agreements is to express the intent to develop the area in conformity to the Comprehensive Plan of development for the city.

Section 7-12. Sanitary and Improvement District Recreational Facilities. The Sanitary and Improvement District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds: in construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility, without express approval of the city.

Section 7-13. Subdivision Agreement. No contract for the construction of public improvements involving any subdivision outside of the corporate limits of the City of Bellevue shall be let, awarded, or otherwise consummated by the subdivider unless first entering into a formal subdivision agreement between the City of Bellevue, the subdivider, and/or the Sanitary and Improvement District concerning land acquisition for public improvements, minimum design for utilities, pavements, open spaces, recreation facilities, erosion and sedimentation control methods, both temporary and permanent, and assessments for the costs to be incurred as a general obligation by the Sanitary and Improvement District, development corporation, or other persons to be involved in the contract. The city will consider Sections 7-13 through 7-19 of this ordinance in entering a contractual agreement covering the assessment of costs for public improvements.

Section 7-14. Street and Sidewalk Financing. The method of financing the costs of streets and sidewalks shall be as follows:

(1) Sidewalks shall be a special assessment against the property benefiting or shall be at the cost of the subdivider or property owner at the time of the development of individual platted lots.

(2) Streets, including curb, of twenty-five (25) feet in width shall be a special assessment to the property benefitting. That portion of the pavement in excess of twenty-five (25) feet, excluding the curb, may be a general obligation.

(3) Street intersections may be a general obligation, except that portion of "T" intersections abutting building lots shall be a special assessment against the property

benefiting.

(4) Street signs which conform to city standards may be a general obligation. Decorative, ornamental, or other signs not conforming to city standards, but have been approved by the city for use, shall be a special assessment against the property benefited.

(5) Street lighting which conforms to city standards may be a general obligation. Decorative, ornamental, or other street lighting not conforming to city standards, but which has been approved by the city for use, may be a special assessment against the property benefited.

Section 7-15. Storm Sewer Financing. Storm sewers, including manholes, inlets, and other appurtenances, shall be a general obligation.

Section 7-16. Sanitary Sewer Financing. The method of financing the costs of sanitary sewers shall be as follows:

(1) Sanitary sewers, including manholes and other appurtenances, of eight (8) inches or less in diameter shall be a special assessment of the property benefiting. That portion of the sanitary sewer over eight (8) inches in diameter except manholes and other appurtenances, may be a general obligation.

(2) Outfall sanitary sewer lines located outside the subdivision that are designed to serve a total drainage area larger than the subdivision may be a general obligation.

(3) Sanitary and Improvement District connection charges paid to other S.I.D.s may be a general obligation. Any additional connection charges shall be a special assessment against the property benefiting.

(4) Sewage treatment plants and lift stations designed to accommodate the total drainage area may be a general obligation.

(5) Sewage treatment plants and lift stations designed to accommodate the subdivision only shall be a special assessment against the property benefitting.

Section 7-17. Water System Financing. The method of financing the costs of the water distribution systems shall be as follows:

(1) Water distribution systems installed by an S.I.D. within the Metropolitan Utilities District (MUD) system shall be a special assessment against the property benefiting. That portion of the water distribution system outside the subdivision may be a general obligation.

(2) Water distribution systems not installed by an S.I.D. within the area served by the Metropolitan Utilities District system shall be financed by the subdivider in accordance with MUD policies.

Section 7-18. Gas System Financing. The method of financing the costs of the gas distribution system shall be as follows:

(1) Gas distribution systems located within a S.I.D. and the MUD or Black Hills Energy system shall be a special assessment against the properties benefiting. That portion of the gas distribution system outside the subdivision may be a general obligation.

(2) Gas distribution systems located within the city's corporate limits shall be financed by the subdivider in accordance with MUD or Black Hills Energy policies.

Section 7-19. Electric System Financing. The entire costs for the installation of the electrical power distribution system, including underground systems, shall be a special assessment against the property benefiting.

Section 7-20. Definitions. Unless the context shall otherwise require, whenever used in Sections 7-20 through 7-25 of these subdivision regulations, the following terms shall have the meaning ascribed to them in this Section 7-20. All other capitalized terms shall have the meaning ascribed to them in Chapter 2 of these subdivision regulations.

Boulevards/Parkways: Boulevards/Parkways are planned to provide pleasant vehicular routes

connecting roads to and through parks and natural areas, and serving new subdivisions and S.I.D.s, in part, visually unifying those newly developing areas, especially commercial areas, with established neighborhoods and parks and buffering industrial areas from residents and commercial enterprises. The Master Park Plan specifies the location of Boulevards and Parkways. These locations shall guide the general placement of all Boulevard/Parkways; however, minor location adjustments to accommodate traffic issues, topography or development limitations may be approved by the Public Works Department. The Master Park Plan provides standard design criteria for various configurations of Boulevards/Parkways, which shall apply unless otherwise approved by the Public Works Department.

Commercial Recreational Plan: The individual plan for proposed subdivisions approved by the City Council pursuant to Section 7-22, which provides for construction, development and improvement of those Trails/Special Corridors and Boulevards/Parkways that are contemplated by the Master Park Plan and, in some instances, open space, playgrounds, walkways, active/passive use areas and other appropriate recreational facilities and amenities intended to serve or to benefit the contemplated licensees, invitees, occupants, owners and tenants of the subdivision.

Community/Regional/Special Use Parks: Community/Regional Parks serve a broader purpose than Neighborhood Parks. Focus is on meeting recreational needs for a cluster of neighboring communities and perhaps the entire city. These parks may contain neighborhood and community play facilities, extensive active play/sports fields, recreational complexes ("rec-plexes") and aquatic centers as well as natural resource recreation such as hiking trails, equestrian activities, nature interpretation and other passive uses where the park provides an opportunity to preserve and enhance historic or natural resources. Organized sports leagues and teams will use different locations throughout a season, and historic and natural resource-based activities are dependent on unique features. Therefore, the locations of the Community and Regional Parks are not based on specific travel distance service standards. Instead, the city attempts to achieve "equitable accessibility" for area residents throughout the city. Special Use Parks are planned to provide the region with a high amenity open space. They are intended to be primarily passive use with grand open spaces and landscape vistas. They provide for large public gatherings for community events and contain signature features such as civic monuments and may serve as, or include city landmarks.

Cultural and Historic Sites: These sites contain features of important historical or cultural value that are desired to be protected and enhanced.

Interlocal Agreement: A written agreement between governmental subdivisions complying with statutory requisites.

Master Park Plan: The Master Park Plan for the city, as amended from time to time. The Planning Commission shall review the Master Park Plan at least once annually.

Natural Areas: These are areas containing significant natural resources such as wetland and native prairies that are desired to be protected and enhanced. These also include certain floodplain and other areas where, because of natural physical characteristics and other limitations that are not easily remediated, development may be restricted, and the area better preserved as natural greenbelts.

Neighborhood Parks: Planned to serve a specific residential neighborhood within an approximate six block (half mile) radius, Neighborhood Parks may be primarily passive in use, contain basic play facilities, landscape enhancements and open space. Some of these parks will contain active use recreational facilities, fields and other amenities that will serve or benefit the recreational requirements of residents of the subdivision. They should be generally located to allow for convenient and equal access by future neighborhood residents. Service standards based on anticipated population and on travel distance should provide the basis for locating park facilities. Future residential neighborhoods generally must allow for pedestrian connections to the park site with permanent easements. On occasion, Neighborhood Parks may serve residents of adjacent subdivisions or developments.

No Recreational Assessment: A written assessment to the City Council made and accepted pursuant to Section 7-21 or 7-22 when a Park Plan or Commercial Recreational Plan is not

appropriate for reasons contemplated by these subdivision regulations.

Other appropriate recreational facilities: Those recreational facilities and amenities, including Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors, that have been approved by the City Council in a Park Plan or Commercial Recreational Plan.

Park Development Fund: The Fund established by Section 7-24.

Park Plan: The individual plan for proposed subdivisions approved by the City Council pursuant to Section 7-21 which provides for the construction, development and improvement of parks, Trails/Special Corridors, Boulevards/Parkways and other appropriate recreational facilities and amenities.

Subdivision Agreement: An agreement between the city, the Developer and, if applicable, a duly created Sanitary and Improvement District for the development of land within or without the corporate limits of the city, requiring submission of a plat.

Trails/Special Corridors: The network of trails in a system that serves residents and businesses of Bellevue. The system is planned to emphasize safe travel for pedestrians walking and biking to and from parks and around the community. Focus is as much on transportation as it is on recreation and should therefore endeavor to connect residents and businesses to and through parks and Natural Areas, Cultural Areas and Sites and other points of interest, and to unify them as well with newly developing residential, commercial, and industrial areas. The Master Park Plan specifies the location of Trails/Special Corridors. These locations shall guide the general placement of all Trails; however, minor location adjustments to accommodate traffic issues, topography or development limitations may be approved by the Public Works Department, and with the approval of the City, may be integrated with similar systems developed by or in conjunction with other governmental subdivisions and agencies. The Master Park Plan provides standard design criteria for various configurations of Trails, which shall apply unless otherwise approved by the Public Works Department.

Urban Filter/Wildlife Corridors: These are areas planned along floodplains; they are planned to function as natural filters to urban runoff and serve as linear wildlife corridors.

Section 7-21. Residential Subdivisions; Park Plan; Exceptions. Unless waived by the City Council pursuant to its approval of a No Recreational Assessment submitted pursuant to this Section 7-21, every residential subdivision requiring submission of a preliminary plat shall include land to be designated for use as a Neighborhood Park (or a Community, Regional or Special Use Park, if contemplated by the Master Park Plan) and land to be designated for use as Trails/Special Corridors and Boulevards/Parkways to the extent such use is contemplated by the Master Park Plan. Each Neighborhood Park shall be of a size, location and configuration with open space, parking, playgrounds, walkways, active use and expansion areas and other appropriate recreational facilities and amenities that will serve or benefit residents of the proposed subdivision, applying sound park planning principles. The subdivider of any land for which a preliminary plat is required in accordance with Section 3 of these subdivision regulations and consisting of lots to be developed as single family or multi-family residential districts, shall at the time of submission of the preliminary plat, submit (a) a proposed Park Plan conforming to the Master Park Plan, or (b) a No Recreational Assessment, duly supported, concluding that a Park Plan is (i) inappropriate for the proposed subdivision because the configuration or other natural characteristics of the land within the subdivision renders the same impractical or cost prohibitive or (ii) unnecessary because the recreational needs of the proposed subdivision can be met by existing, or improvement to existing, neighboring recreational facilities, including City facilities; provided, however, such assessment shall then include the terms of a proposed Interlocal or similar agreement providing for the same, identifying the parties, the nature and location of such existing or proposed facilities, any conditions of use by residents of the new subdivision, the contribution to be made by the new subdivision toward development and maintenance of such facilities and other appropriate information to permit City to determine whether such facilities shall be sufficient to accommodate the recreational needs of the proposed subdivision and the affected neighboring communities. No such agreement shall be executed unless first approved by City Council. The proposed Park Plan and the No Recreational Assessment shall be prepared by a registered landscape architect or engineer.

(1) The proposed Park Plan shall identify the location of land, within or without the boundary of the subdivision, to be developed, dedicated or acquired for use as: a Neighborhood Park (or other Park contemplated by the Master Park Plan); those Trails/Special Corridors or Boulevards/Parkways contemplated by the Master Park Plan; and, other appropriate recreational facilities and amenities intended to be developed. It shall discuss the time, manner, means and nature of the development of the land for such purposes, together with allocated costs estimate for the acquisition and development of the same. It shall endeavor to take into consideration, applying sound park planning principles, the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors located within or adjacent to the subdivision and the presence of nearby existing or proposed Trails/Special Corridors and Boulevards/Parkways.

(2) The proposed Park Plan, or the alternative No Recreational Assessment, shall be reviewed by the City Planning Commission, which shall make its recommendation to the City Council concerning the same. A final Park Plan shall be approved, or the No Recreational Assessment shall be accepted, by the City Council prior to the final plat being presented to the Planning Commission.

(3) The final Park Plan shall be integrated within the Subdivision Agreement and shall be implemented in accordance with the terms of the Subdivision Agreement.

Section 7-22. Commercial/Industrial Subdivisions; Commercial Recreational Plan; Exceptions. Unless waived by the City Council pursuant to its approval of a No Recreational Assessment submitted pursuant to this Section 7-22, every commercial or industrial subdivision requiring submission of a preliminary plat shall include land to be designated for use as Trails/Special Corridors and Boulevards/Parkways to the extent such use is contemplated by the Master Park Plan. The subdivider of any land for which a preliminary plat is required in accordance with Section of these subdivision regulations and consisting of lots to be developed as commercial or industrial districts, shall at the time of submission of the preliminary plat, submit (a) a proposed Commercial Recreational Plan conforming to the Master Park Plan and, to the extent intended to be developed, any other appropriate recreational uses, including those contemplated by Section 7-22 (2), or (b) a No Recreational Assessment, duly supported, concluding that a Commercial Recreational Plan is (i) not required by Section 7-22 and stating that the subdivider has elected not to propose other recreational facilities, including those contemplated by Section 7-22 (2) or (ii) inappropriate for the proposed subdivision because the configuration or other natural characteristics of the land within the subdivision renders the same impractical or cost prohibitive. The proposed Commercial Recreational Plan and the No Recreational Assessment shall be prepared by a registered landscape architect or engineer.

(1) The proposed Commercial Recreational Plan shall identify the location of land, within or without the boundary of the subdivision, to be developed, dedicated or acquired for use as: Trails/Special Corridors or Boulevards/Parkways contemplated by the Master Park Plan and any other proposed appropriate recreational facilities and amenities intended to be developed. It shall discuss the time, manner, means and nature of the development of the land for such purposes, together with an allocated costs estimate for the acquisition and development of the same.

(2) As part of its Commercial Recreational Plan, the subdivider is encouraged to include: preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors located within or adjacent to the subdivision; acquisition and development of land for other appropriate recreational facilities and amenities that will serve or benefit the contemplated licensees, invitees, occupants, owners and tenants of land within the proposed subdivision and community developments adjacent thereto; and the improvement/connection/extension of nearby existing or proposed Trails/Special Corridors and Boulevards/Parkways, although not then mandated by the Master Park Plan.

(3) The Commercial Recreational Plan, or the alternative No Recreational

Assessment, shall be reviewed by the City Planning Commission, which shall make its recommendation concerning the same. A final Commercial Plan shall be approved, or the No Recreational Assessment shall be accepted, by the City Council prior to the final plat being presented to the Planning Commission.

(4) The final Commercial Recreational Plan shall be integrated within the Subdivision Agreement and shall be implemented in accordance with the terms of the Subdivision Agreement.

Section 7-23. Financing for Park Plan/Commercial Recreational Plan. Where the proposed subdivision being platted is to be developed as a Sanitary and Improvement District ("SID"), the method of financing the cost of acquiring and developing land in conformity with the Park Plan or Commercial Recreational Plan shall be a permitted General Obligation of the SID but shall be restricted to the extent set forth in this Section 7-23 unless otherwise approved by the City Council in a Subdivision Agreement. Neither the approval of the Park Plan or the Commercial Recreational Plan nor anything in this Section 7-23 shall be construed to waive the requirement contemplated by Sections 7-11 or 7-12 of these subdivision regulations that the City Council shall expressly approve such expenditures by the SID.

(1) Neighborhood Parks:

(a) Maximum Per Acre Allowance: The allowable maximum cost for acquisition of land proposed for use as a Neighborhood Park shall not exceed the per acre, raw land price paid for the entire area being preliminary platted.

(b) Floodway Property: No expenditure shall be permitted for floodway land to be contained in a Neighborhood Park.

(c) Floodplain Property: The allowable maximum cost of land (other than Floodway Property) within designated floodplain proposed for acquisition as a Neighborhood Park shall not exceed 50% of the full per acre raw land price.

(d) Wetlands: No expenditure shall be permitted for wetlands to be contained within a Neighborhood Park.

(e) Easements: No expenditure shall be permitted for land burdened by easements for sewer lines, gas lines, power lines and other restrictive

(f) Street Frontage: Unless otherwise provided in a Park Plan or Commercial Recreational Plan, all Neighborhood Parks shall have a minimum of 35% of their perimeter adjoining streets. Expenditures associated with one-half the width of the street pavement, any sidewalk associated with the street frontage of a park and any improvements for water and sewer directly related to recreational facilities shall be a General Obligation of the SID.

(g) Open Drainage Way: No expenditure shall be permitted for open drainage areas to be contained within a Neighborhood Park. Open drainage ways shall mean that area which is three times the depth of the channel plus 20 feet and applies to both sides of the channel or width required to pass the 100-year storm.

(h) Soft Costs: All soft costs associated with the (i) development of the Park Plan, (ii) acquisition of the land for Neighborhood Parks and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes. No other soft costs shall be permitted unless otherwise approved by the City Council.

(i) Other Costs: All other costs approved by the City Council for the development of Neighborhood Parks pursuant to Section 7-11 or 7-12 of these

subdivision regulations.

(2) Community/Regional Parks:

(a) Land Costs: Any land required for the construction and development of a Community/Regional Park or Community/Regional Park related amenity may be acquired by the SID under the same restrictions as those applicable to a Neighborhood Park.

(b) Soft Costs: All soft costs associated with the (i) development of the Park Plan, (ii) acquisition of the land for Commercial/Regional Park and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes. No other soft costs shall be permitted unless otherwise approved by the City Council.

(c) Other Costs: All other costs approved by the City Council for the development of a Community/Regional Park pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(3) Trails/Special Corridors:

(a) Land Costs: Any land required for the construction and development of Trails/Special Corridors or related amenities may be acquired by the S.I.D. under the same restrictions as those applicable to a Neighborhood Park; provided, however, land and development costs for Trails/Special Corridors that are designated to adjoining roadways shall be incorporated into the right-of-way and roadway improvement costs and financed accordingly.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for Trails/Special Corridors and other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of Trails/Special Corridors pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(4) Boulevards/Parkways:

(a) Land Costs:

(i) Dedication for Public Streets: Any land required for the construction and development of Boulevards/Parkways exceeding the requirements of these subdivision regulations or public streets.

(ii) Other Limitations: Expenditures associated with the development of Boulevards/Parkways shall be limited to tree planting, landscaping, and associated walks, trails and trail signage. Sidewalks shall be a general obligation up to 4 feet wide and 4 inches thick; all other sidewalk costs shall be specially assessed to adjacent lots.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for Boulevards/Parkways and other approved recreational facilities and

amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of Boulevards and Parkways pursuant to Section 7-11 or 7-12 of these subdivision regulations.

(5) Other recreational facilities and amenities:

(a) Land Costs: Any land required for the construction and development of land for recreational purposes and related amenities identified in a Park Plan or a Commercial Recreational Plan may be acquired by the SID under the same restrictions as those applicable to a Neighborhood Park.

(b) Soft Costs: All soft costs associated with the (i) development of the related Park Plan or the Commercial Recreational Plan, (ii) acquisition of the land for other approved recreational facilities and amenities, not to exceed 15% of the permitted cost of the land, and (iii) the development of the land in accordance with the Park Plan not to exceed 35% of the aggregate of expenditures approved by the City Council for the improvement of land for recreational purposes.

(c) Other Costs: All other costs approved by the City Council for the development of such recreational facilities pursuant to Section 7-11 or 7-12 of these subdivision regulations.

Section 7-24. Park Development Fund. There is hereby created the Park Development Fund. The purpose of the Park Development Fund is to provide a separate fund for monies to be used solely for the continued development of the Master Park Plan; the purchase of land; the construction, development and improvement of recreational facilities and amenities discussed in these subdivision regulations that are contemplated by the Master Park Plan; and related matters approved by the City Council in its sole discretion. Expenditures from the Park Development Fund shall be limited to the purposes contemplated by this Section 7-24 as authorized by the City Council in its sole discretion.

(1) The Park Development Fund shall consist of three (3) separate and distinct accounts:

(a) Funding for Neighborhood Park purchase and development. This fund will be utilized primarily for expenditures for development, improvement, and maintenance of Neighborhood Parks.

(b) Funding for the purchase and development of Community/Regional/Special Use Parks. This fund will be utilized primarily for expenditures for development, improvement and maintenance of Community/Regional/Special Use Parks and similarly serviceable recreational facilities, including Cultural and Historical Sites, Natural Areas, and Urban Filter/Wildlife Corridors. Due to the imminent need to purchase the land where it is in the path of foreseeable development, and the significant acquisition costs associated with these larger parks, the City will attempt to initially prioritize and target these funds toward the purchase of specific park sites by a method that, in the long-term, will attempt to provide equitable services through the geographic distribution of Community/Regional/Special Use Parks.

(c) Funding for the purchase and development of Trails/Special Corridors and Boulevards/Parkways. This fund will generally be used for those expenditures for development, improvement and maintenance of Trails/Special Corridors and Boulevards/Parkways contemplated by the Master Park Plan.

(2) The Park Development Fund shall be funded (a) by contributions made by

subdividers pursuant to Section 7-24 (3) of these Subdivision Regulations and (b) as otherwise directed or made by the City Council. The city acknowledges development costs of Community/Regional/Special Use Parks, Trails/Special Corridors, Boulevards/Parkways, and certain other recreational facilities necessary to serve an expanding, thriving community will likely require City funding beyond that made by contributions of subdividers and subdivisions. However, in adopting these subdivision regulations, the City Council does not intend that it is encumbering or otherwise allocating any other fund of the City for these purposes or for the purposes of the Master Park Plan, including Community Betterment Funds or Bond Funds. The balance of the Park Development Fund will be invested as other City funds are invested by the City Finance Department. Interest earned from the fund's balance shall accrue to the fund.

(3) In order to fund necessary parks and recreational facilities for development within, and for the expansion the City, these subdivision regulations and the Master Park Plan anticipate that residents and associated development will significantly contribute to the costs associated with providing property and facilities to serve the public park and other burgeoning recreational needs of these developing areas within, and adjacent to, City. Accordingly, except as provided in Section 7-24 (4), there shall be a contribution made to the Park Development Fund in connection with every proposed subdivision of land, to which these subdivision regulations apply, as follows:

(a) Residential Developments: In addition to the amount expended, or to be expended, to implement a Park Plan, (i) a contribution of an amount for facilitating the purchase and development of Community/Regional/Special Use Parks and the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors of $550 per acre of the proposed subdivision, plus (ii) an additional contribution of $300 per acre for facilitating the purchase and development of land for Trails/Special Corridors and Boulevards/Parkways connecting the residents of the contributing subdivision with Community/Regional/Special Use Parks, other Trails/Special Corridors, Cultural and Historical Sites, Natural Areas and Urban Filter/Wildlife Corridors.

(b) Commercial and Industrial Developments: In addition to the amount expended, or to be expended, to implement a Commercial Recreational Plan, (i) a contribution of an amount for facilitating the purchase and development of land Community/Regional/Special the Parks and the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors of $300 per acre of the proposed subdivision, plus (ii) an additional contribution of $750 per acre for facilitating the purchase and development of land for Trails/Special Corridors and Boulevards/Parkways connecting occupants, invitees and licensees of the contributing subdivision with Community/Regional/Special Use Parks, Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors.

(4) Notwithstanding the provisions of Section 7-24 (3):

(a) Whenever a Park Plan shall provide for the construction, development, or improvement of: Community/Regional/Special Use Parks; the construction, development, improvement or the preservation of any Cultural and Historical Sites, Natural Areas, Urban Filter/Wildlife Corridors within or adjacent to the boundaries of the proposed subdivision; or, the construction, development or improvement of Trails/Special Corridors and Boulevards/Parkways on land adjacent to the proposed subdivision, the amount of any authorized expenditures made in furtherance of the same shall be credited to the amount of the applicable contribution required to be made by Sections 7-24 (3)(a).

(b) Whenever a Commercial Recreational Plan shall provide for the construction, development or improvement or recreational facilities beyond that contemplated by the Master Park Plan, the amount of any authorized expenditures made in furtherance of the same shall be credited to the amount of

the applicable contribution required to be made by Section 7-24 (3)(b).

(5) All contributions to the Park Development Fund shall be paid by the subdivider and shall be payable prior to the filing of the plat. ***(Ord. No. 3777, August 11, 2014)***

Section 7-25. Annexation. Whenever the city studies an area for potential annexation, among other matters, it is common practice to determine the expediency of annexation by evaluating all public improvements and infra-structure in terms of meeting then current city standards and the corresponding costs for bringing them up to city standards. This processshall include an evaluation of each such area's recreational facilities and needs, if any. The cost of annexation shall include an amount equal to (i) the cost constructing and developing recreational facilities appropriate for the area proposed for annexation, (ii) bringing existing recreational facilities up to city standards, (iii) the amount of any contribution remaining to be paid to the Park Development Fund (for those subdivisions or S.I.D.s in existence prior to the adoption of these subdivision regulations, the entire contribution to the Park Development Fund shall be considered to be unpaid), and (iv) the amount of any contribution required to be made by the S.I.D. under an Inter-local or similar agreement entered into pursuant a No Recreational Assessment. To the extent such funds are available from the S.I.D.'s or subdivision's cash balance after allowing for the existing debt services thereof and other capital and service costs determined to apply, an appropriate amount determined by the City Council, lofts discretion, not to exceed the amount determined by application of this Section 7-25 (1) shall be paid into the Park Development Fund for use, at such time as the City Council shall consider appropriate following the effective date of annexation, to construct, improve, and develop recreational facilities, directly or indirectly, serving and benefiting the area. The city shall remain responsible for any outstanding payment obligation under the terms of any existing Inter-local Agreement to which the subdivision is a party, and such payments may be made from the Park Development Fund. Nothing in Section 7-25 shall be construed to limit or otherwise restrict the city from annexing any area, which the city shall deem to be expedient and in the best interest of the city and its residents.

CHAPTER 8
HARDSHIP AND WAIVERS

Section 8-1. Waiver Justification. Where it can be shown in the case of a proposed subdivision that strict compliance with the requirements of this ordinance would result in practical difficulties and/or unnecessary hardship the subdivider may apply for a waiver. When considering the waiver request, it must be shown that:

(1) The requested waiver is due to unusual conditions that are project specific.

(2) The requested waiver will not nullify the intent and purpose of this ordinance or the Comprehensive Plan.

(3) The requested waiver shall not violate the zoning ordinance, and

(4) The requested waiver is in the best interest of the public.

Section 8-2. Application. The subdivider shall prepare a written statement accompanying the application for the proposed subdivision listing all sections of this ordinance in which a waiver is being sought. The statement shall also state the nature of the hardship.

Section 8-3. Waiver. The City Council, after receiving a recommendation from the Planning Commission, may vary, modify, or waive the requirements of this ordinance. Waivers of this ordinance shall not violate the zoning ordinance.

CHAPTER 9
FEES AND ENFORCEMENT

Section 9-1. Fees. In order to cover the cost of advertising, holding public hearings, staff review, and other expenses incidental to the approval of a subdivision, the subdivider shall pay the applicable fees as outlined in the Master Fee Schedule.

All fees shall be paid to the Planning Department and credited to the General Fund of the City. All fees are non-refundable.

Section 9-2. Plan Review Reimbursement. The subdivider or Sanitary and Improvement District shall reimburse the city such costs incurred by the city for Plan Review, Plan Check, and Plan Approval as to conformance with approved city Standards and Specifications, but such costs shall not exceed 1% of the total contracted cost for improvements in the subdivision.

Section 9-3. Enforcement

(1) No building permit shall be issued for any structure or building that is located upon a lot in a subdivision that has not been subdivided in the manner provided for by this ordinance or previously adopted subdivision regulations. No such plat, replat, dedication, or deed shall be filed with the Register of Deeds until approved by the City Council as provided by law.

(2) Section 1 shall not apply to lots of record or subdivisions platted prior to October 14, 1974.

(3) No building permit shall be issued for any building or structure in any platted subdivision within the city zoning jurisdiction without provision for sanitary sewer, per Article II, Building Code, City of Bellevue.

(4) No Certificate of Occupancy shall be issued for any building or structure on any platted lot within the city zoning jurisdiction until all required utilities including sanitary sewers, storm sewers, electrical, gas, water, and streets to the lot are complete, functional, and approved.

(5) The Street Superintendent may compel the subdivider to clean rights-of-way, public easements, streets and storm sewers on the site and adjacent area of debris, sedimentation and wastes due to the development, disturbance, excavation, grading, or improvement of the subdivision. The Street Superintendent will assign a time period in which clean-up operations will be completed that is based on the perceived risk to the public health and safety. Should clean-up operations not be completed within said time frame, the city may execute clean-up operations and may bill the subdivider for the costs.

Section 9-4. Severability. If any section of this ordinance be held unconstitutional or invalid by any court of competent jurisdiction, such section shall be considered separately and apart from the remaining provisions of this ordinance, and such section to be completely severable from the remaining provisions of this ordinance and the remaining provisions of this ordinance shall remain in full force and effect.

Section 9-5. Effective Date. This ordinance shall take effect and be in force from and after its passage, approval, and publication.

Section 2. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

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

APPROVED AS TO FORM:

_____

City Attorney

ATTEST

_____
City Clerk

_____
Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

12a.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/02/2022	SUBMITTED BY: Budget Task Force				
AGENDA ITEM:	CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Administration's Draft 2022-2023 Budget (Fiscal Year Ending September 30, 2023).

SYNPOSIS/BACKGROUND:

This budget proposes appropriating expenditures of $109.1 million in fiscal year 2022-23. This is an increase of $1.5 million from the 2021-22 budgeted expenditures (due primarily to the increased personnel cost offset by lower bond refundings and capital spending).

This budget provides funding for the City's operations and capital improvements. The General Fund will use bonding and existing cash reserves to fund certain capital expenditures. The Wastewater Fund will use bonding of new projects to preserve its cash reserve. All other funds balance expenditures with revenues.

2022-2023 Budgeted Revenues of $106,052,942 and Expenditures of $109,052,942. Cash reserves decrease by $3,000,000.

FISCAL IMPACT: ($3,000,000.00) BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	NO	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	FYE 2023 BUDGET				
START DATE:	10/01/2022	END DATE:	09/30/2023	PAYMENT DATE:	
INSURANCE REQUIRED:	NO				
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

No action taken at this meeting other than the 1st reading (August 2, 2022).
A separate public hearing will be held August 9, 2022.
Open public hearing on August 16, 2022.
Vote on budget and additional 1% restricted funds at the September 6, 2022 meeting along with the tax request resolution.

ATTACHMENTS:

1.	Draft Budget Ordinance	2.	State Budget Forms	3.	Budget Highlights
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

The City of Bellevue

The Fiscal Year 2022-2023 Annual Budget

City of Bellevue

Annual Budget

For The Fiscal Year

October 1, 2022

Through

September 30, 2023

City of Bellevue
Mayor and City Council

Mayor

Rusty Hike		

City Council

Thomas Burns	Ward 1	
Rich Casey	Ward 2	
Paul Cook	Ward 3	Council President
Kathy Welch	Ward 4	
Don Preister	Ward 5	
Jerry McCaw	At Large	

City of Bellevue
Management Team

City Administrator's Office

Jim Ristow, City Administrator	**Since 2018**

Appointees

Susan Kluthe, City Clerk	**Since 2019**
Bree Robbins, City Attorney	**Since 2019**
Rich Severson, Treasurer	**Since 2013**

Directors

Doug Clark, Public Works Director	**Since 2020**
Julie Dinville, Library Director	**Since 2015**
Ken Clary, Police Chief	**Since 2021**
Perry Guido, Fire Chief	**Since 2009**
Ashley Decker, Human Resources Director	**Since 2020**
Mark Elbert, Community Development Director	**Since 2019**
Rich Severson, Finance Director	**Since 2010**

City of Bellevue
Budget Proposal's Key Points

- No Increase In Property Tax Rate (Mil Levy)
  - No change from 61¢ since 2014
- Budgeted Expenditures Rise $2 Million To $109 Million, Up 1%
  - Increased Personnel Spending Offset with Lower Bond Refundings And Capital Spending
- Budgeted Resources Available Will Be $152 Million, Down $5 Million, Down 3%
  - Total Cash Reserves Will Decrease By $3 Million From The Prior Year
- Increases the Budget for Public Safety
  - Increases Sworn Police Officers by 6 to 111 and the associated operational budget by 30%
  - Increases Fire Protection Services' operational budget by 18%
- No Increases in the Budget for Other City Services

City of Bellevue
Budget Proposal's Key Points-continued

- City Maintaining a AA+ Bond Rating from S&P
- Provides Continued Infrastructure Improvements
  - Library Renovation/Improvements
  - Street Improvements, Including 36th Street
- Anticipates Economic Development Activities
  - Funding LB840 - $750,000
  - Catalyst for new business and continued enhancement of Olde Towne

History of Bellevue's Valuations and Tax Levies

Tax Year	Valuation in billions of dollars	Tax Levy expressed as cents per hundred dollars of assessed value
2022	$4.96	0.610000
2021	$4.58	0.610000
2020	$4.38	0.610000
2019	$3.39	0.610000
2018	$3.10	0.610000
2017	$2.99	0.610000
2016	$2.76	0.610000
2015	$2.72	0.610000
2014	$2.70	0.610000
2013	$2.76	0.600000
2012	$2.70	0.554876
2011	$2.70	0.554876
2010	$2.68	0.554876
2009	$2.69	0.554876

City of Bellevue

Fund Balance Cash Roll-Forward

2022-23 Annual Budget

Beginning Cash at 09-30-22 (Forecasted)	**$**	**46,076,996**
Revenues		**106,052,942**
Resources Available		**152,129,938**
Expenditures		**(109,052,942)**
Ending Cash at 09-30-22	**$**	**43,076,996**

City of Bellevue
Fund Balance Cash Roll-Forward
2022-23 Annual Budget

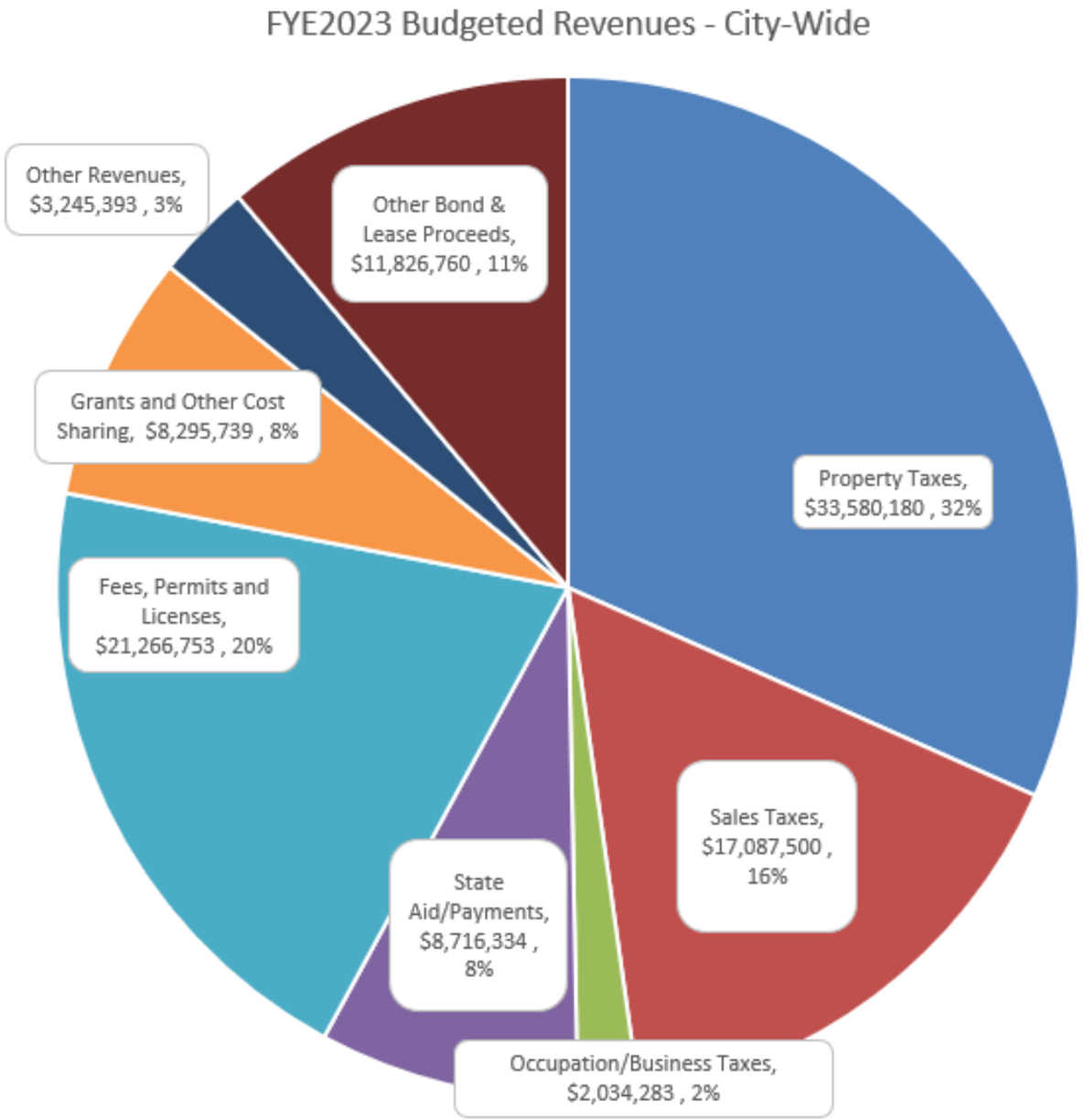
		Fund						
	Total	**F10 General**	**F20 Wastewater**	**F50 Community Betterment**	**F55 Economic Development**	**F60 Community Development**	**F80 & F81 Police Funds**	**F95 Debt Service**
Fund Balance (Cash) at 09-30-21	**$ 41,273,244.45**	**$ 20,760,592.77**	**$ 4,913,015.48**	**$ 4,237,516.23**	**$ 3,042,041.70**	**$ 196,163.71**	**$ 116,907.58**	**$ 8,007,006.98**
Forecast Revenues	$ 115,840,307.63	$ 85,436,665.55	$ 13,696,763.84	$ 1,125,346.21	$ 750,150.96	$ 424,874.06	$ 54,798.47	$ 14,351,708.54
Forecast Expenditures	$ 111,036,555.71	$ 74,318,831.55	$ 12,602,473.47	$ 1,806,890.00	$ 3,196,253.62	$ 424,874.06	$ 52,999.74	$ 18,634,233.27
Rounding	-							
Forecast Net increase / (decrease)	**$ 4,803,751.92**	**$ 11,117,834.00**	**$ 1,094,290.37**	**$ (681,543.79)**	**$ (2,446,102.66)**	**$ 0.00**	**$ 1,798.73**	**$ (4,282,524.73)**
Rounding								
Forecasted Fund Balance (Cash) at 09-30-22	**$ 46,076,996.37**	**$ 31,878,426.77**	**$ 6,007,305.85**	**$ 3,555,972.44**	**$ 595,939.04**	**$ 196,163.71**	**$ 118,706.31**	**$ 3,724,482.25**
Budgeted Revenues	$ 106,052,941.63	$ 78,730,998.91	$ 16,765,873.30	$ 1,181,790.00	$ 750,120.00	$ 1,046,616.78	$ 53,000.00	$ 7,524,542.64
Budgeted Expenditures	$ 109,052,941.63	$ 81,730,998.91	$ 16,765,873.30	$ 1,181,790.00	$ 750,120.00	$ 1,046,616.78	$ 53,000.00	$ 7,524,542.64
Rounding		-	-	-	-	-	-	-
Budgeted Net increase / (decrease)	**$ (3,000,000.00)**	**$ (3,000,000.00)**	**-**	**-**	**-**	**-**	**-**	**-**
Rounding								
Budgeted Fund Balance (Cash) at 09-30-23	**$ 43,076,996.37**	**$ 28,878,426.77**	**$ 6,007,305.85**	**$ 3,555,972.44**	**$ 595,939.04**	**$ 196,163.71**	**$ 118,706.31**	**$ 3,724,482.25**
% increase / decrease in cash								
9/30/23 vs 9/30/21	4.4%	39.1%	22.3%	(16.1%)	(80.4%)	-	1.5%	(53.5%)
9/30/23 vs 9/30/22	(6.5%)	(9.4%)	-	-	-	-	-	-

City of Bellevue
2022-23 Annual Budget
Bonded Indebtedness

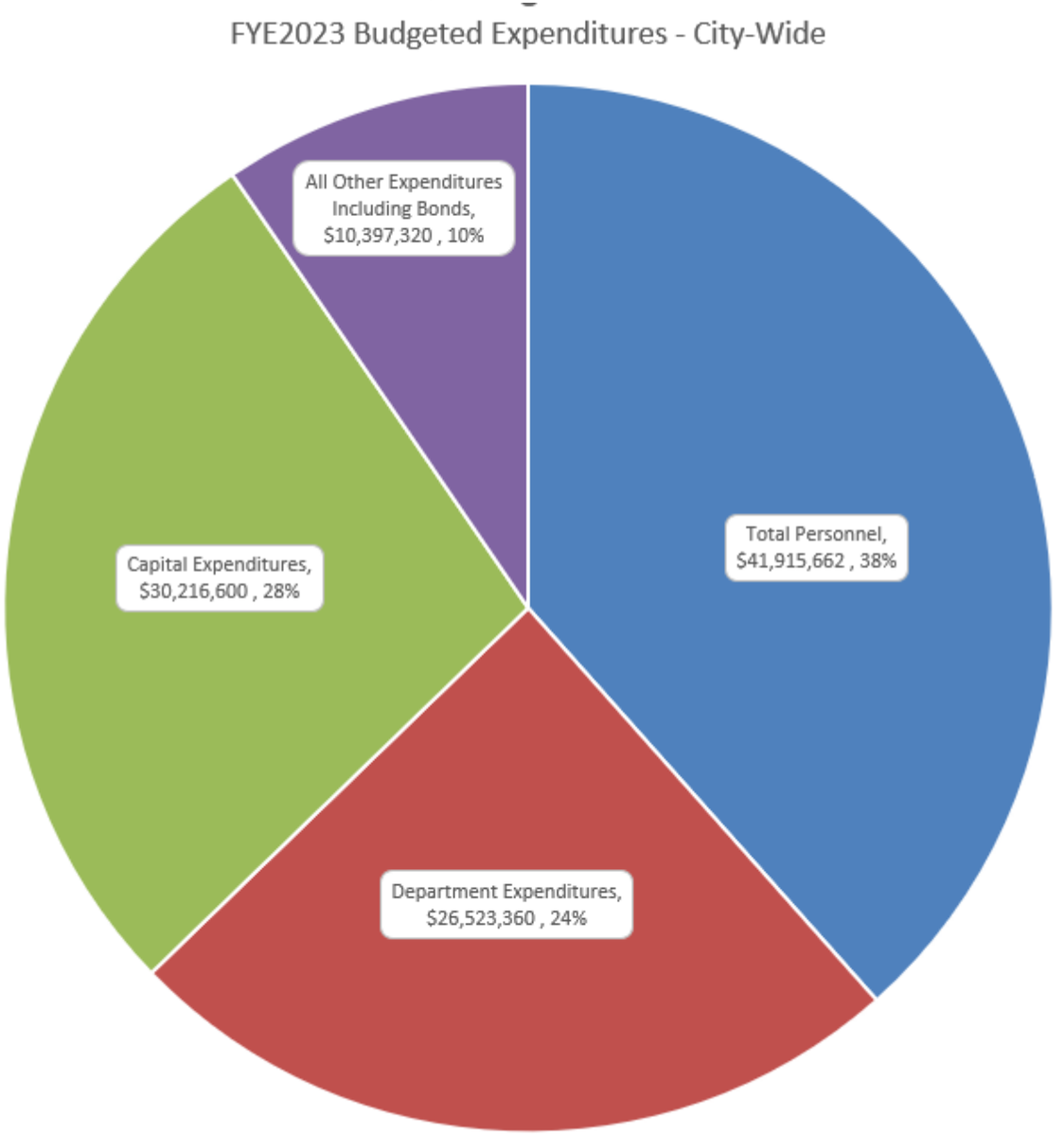
	Total Debt	Total Debt to Valuation	Lease-Purchase Debt	Wastewater Bonds	GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-21	$ 78,645,000	1.72%	$ 10,295,000	$ 1,925,000	$ 66,425,000	1.45%
Principal Payments During Year	(7,950,000)		$ (890,000)	$ (255,000)	$ (6,805,000)	
New Debt Issued	3,910,000		$ 3,910,000	$ -		
Ending Bonded Indebtedness at 09-30-22	74,605,000	1.50%	$ 13,315,000	$ 1,670,000	$ 59,620,000	1.20%
Principal Payments During Year	(5,420,000)		$ (1,100,000)	$ (260,000)	$ (4,060,000)	
New Debt To Be Issued	11,701,250		$ -	$ 5,300,000	$ 6,401,250	
Ending Bonded Indebtedness at 09-30-23	$ 80,886,250	1.63%	$ 12,215,000	$ 6,710,000	$ 61,961,250	1.25%

Valuation: $4,960,206,000

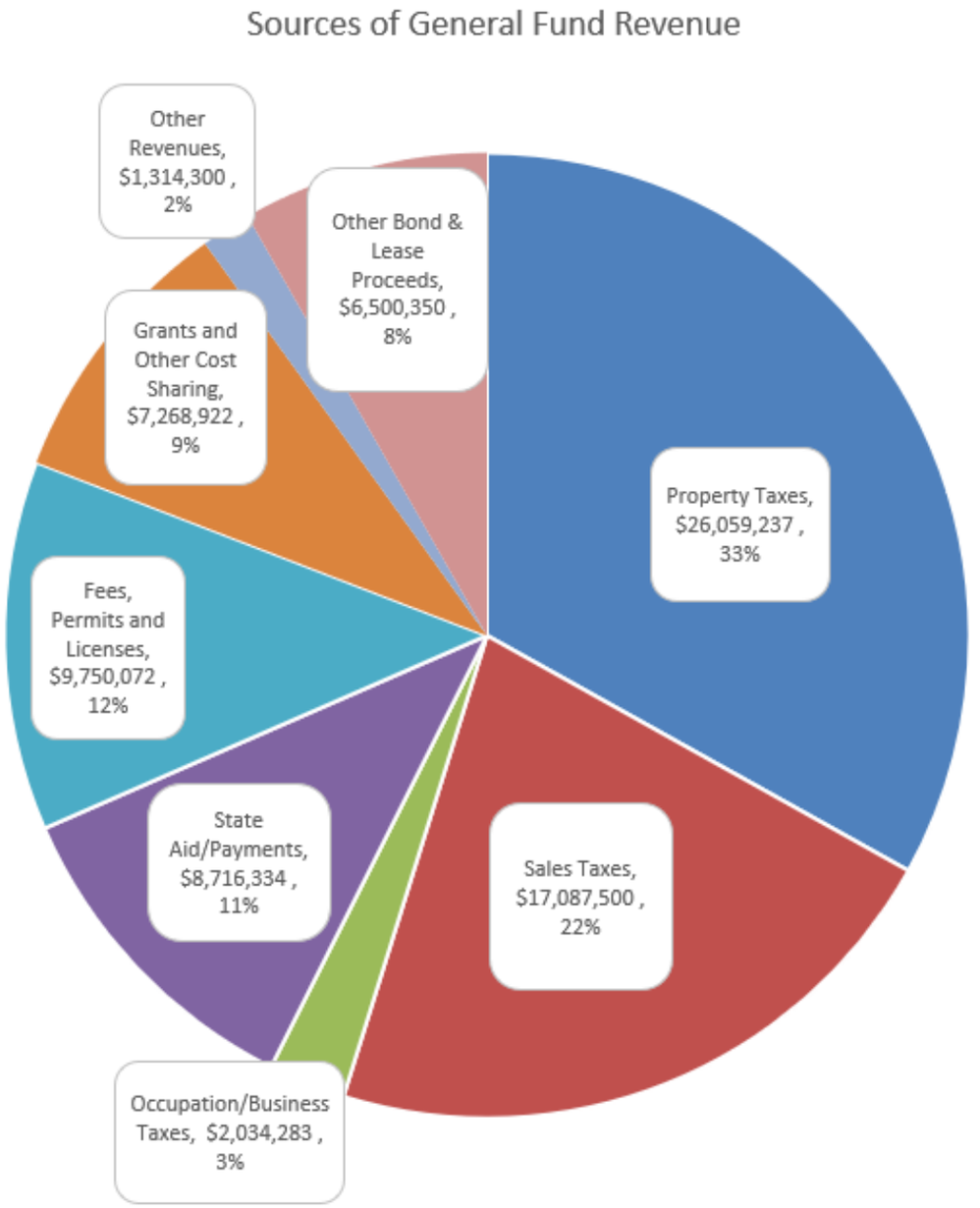
City of Bellevue



City of Bellevue

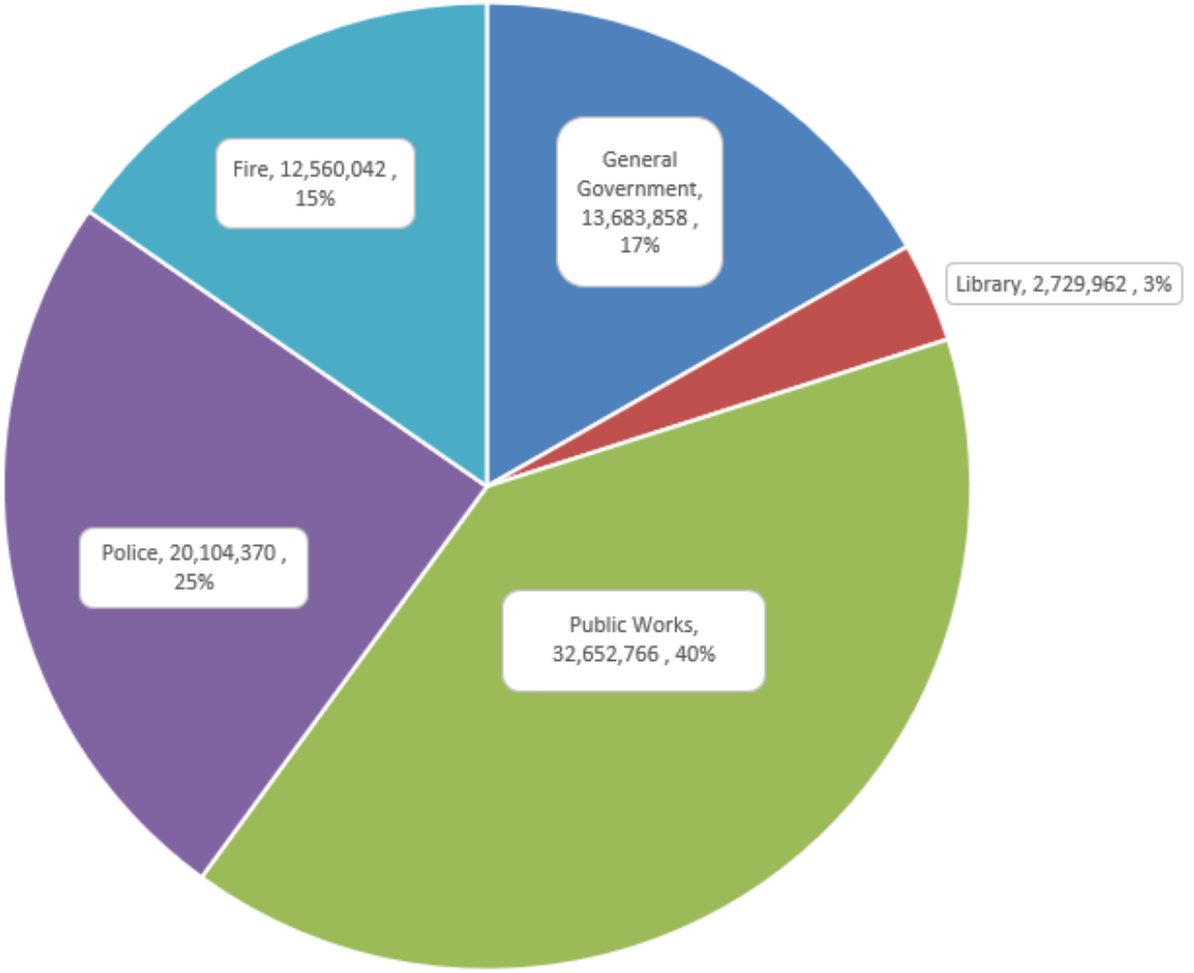


City of Bellevue



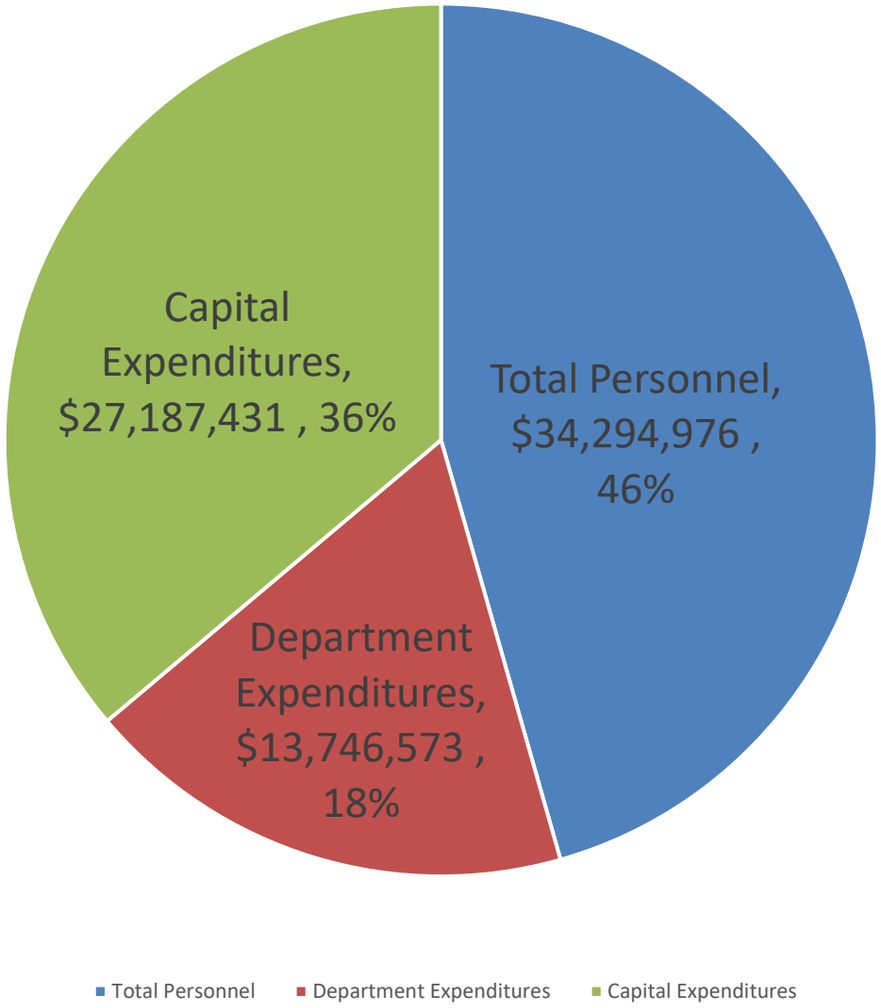
City of Bellevue

How the General Fund Money is Allocated in this Budget



City of Bellevue

Major Categories of General Fund Spending



City of Bellevue
Statement of Revenues and Expenditures All Funds
2022-23 Annual Budget
All Funds

	Total Budget All Funds	F10 & F99 General Fund	F60 Community Development (CDBG)	F50 Community Betterment (Keno)	F95 Debt Service	F55 Economic Development	F80 & F81 Police Funds	F20 Wastewater
Revenues								
Property Taxes	33,580,180.06	26,059,237.42	-	-	7,520,942.64	-	-	-
Sales Taxes	17,087,500.00	17,087,500.00	-	-	-	-	-	-
Occupation/Business Taxes	2,034,283.07	2,034,283.07	-	-	-	-	-	-
State Aid/Payments	8,716,334.00	8,716,334.00	-	-	-	-	-	-
Fees, Permits and Licenses	21,266,753.10	9,750,072.42	-	-	-	-	53,000.00	11,463,680.68
Other Revenues	23,367,891.40	15,083,572.00	1,046,616.78	1,181,790.00	3,600.00	750,120.00	-	5,302,192.62
Total Operating Revenue	**106,052,941.63**	78,730,998.91	1,046,616.78	1,181,790.00	7,524,542.64	750,120.00	53,000.00	16,765,873.30
Expenditures								
Total Personnel	41,915,661.93	40,886,519.42	-	-	-	-	-	1,029,142.51
Department Expenditures	27,389,858.87	18,002,463.72	1,046,616.78	426,790.00	368,267.54	120.00	53,000.00	7,492,600.83
Capital Leases	230,077.45	161,565.84	-	-	-	-	-	68,511.61
Total Operational Expenditures	69,535,598.25	59,050,548.98	1,046,616.78	426,790.00	368,267.54	120.00	53,000.00	8,590,254.95
Total Capital Expenditures	30,216,600.00	21,876,600.00	-	-	-	750,000.00	-	7,590,000.00
Other	9,300,743.38	803,849.93	-	755,000.00	7,156,275.10	-	-	585,618.35
Total Expenditures	**109,052,941.63**	81,730,998.91	1,046,616.78	1,181,790.00	7,524,542.64	750,120.00	53,000.00	16,765,873.30
Net Revenues / (Expenditures)	**(3,000,000.00)**	**(3,000,000.00)**	-	-	-	-	-	-

Proposed Budget Approval Timeline

- 1st Reading – August 2
- Special Public Hearing – August 9
- 2nd Reading (Public Hearing) – August 16
- 3rd Reading (Adoption) – September 6
- Submission – September 30
- **Tax Levy Effective 12/31/2022**

2022-2023
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM

City of Bellevue

TO THE COUNTY BOARD AND COUNTY CLERK OF
Sarpy County

This budget is for the Period October 1, 2022 through September 30, 2023

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

$	22,816,947.79	Property Taxes for Non-Bond Purposes
$	7,440,309.07	Principal and Interest on Bonds
$	30,257,256.86	**Total Personal and Real Property Tax Required**

$	4,960,206,043	**Total Certified Valuation (All Counties)**

*(Certification of Valuation(s) from County Assessor **MUST** be attached)*

County Clerk's Use ONLY

Projected Outstanding Bonded Indebtedness as of October 1, 2022
(As of the Beginning of the Budget Year)

Principal	$	74,605,000.00
Interest	$	13,213,960.37
Total Bonded Indebtedness	$	87,818,960.37

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2021 through June 30, 2022?

[X] YES [ ] NO

*If **YES**, Please submit Interlocal Agreement Report by September 30th.*

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2021 through June 30, 2022?

[ ] YES [X] NO

*If **YES**, Please submit Trade Name Report by September 30th.*

APA Contact Information

Auditor of Public Accounts
State Capitol, Suite 2303
Lincoln, NE 68509

Telephone: (402) 471-2111 **FAX:** (402) 471-3301

Website: auditors.nebraska.gov

Questions - E-Mail: Jeff.Schreier@nebraska.gov

Submission Information

Budget Due by 9-30-2022

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2020 - 2021 (Column 1)	Actual/Estimated 2021 - 2022 (Column 2)	**Adopted Budget 2022 - 2023** (Column 3)
1	Net Cash Balance	$ 21,516,313.75	$ 40,979,694.53	$ 45,776,996.37
2	Investments			
3	County Treasurer's Balance	$ 261,479.08	$ 293,549.92	$ 300,000.00
4	Beginning Balance Proprietary Function Funds **(Only If Page 6 is Used)**			$ -
5	**Subtotal of Beginning Balances (Lines 1 thru 4)**	**$ 21,777,792.83**	**$ 41,273,244.45**	**$ 46,076,996.37**
6	Personal and Real Property Taxes **(Columns 1 and 2 - See Preparation Guidelines)**	$ 26,892,520.89	$ 27,882,515.14	$ 29,957,680.06
7	Federal Receipts	$ 97,143.11	$ 89,436.95	$ 50,000.00
8	State Receipts: Motor Vehicle Pro-Rate	$ 66,033.52	$ 77,548.37	$ 108,800.00
9				
10	State Receipts: Highway Allocation and Incentives	$ 6,587,723.50	$ 6,203,391.98	$ 7,069,320.00
11	State Receipts: Motor Vehicle Fee	$ 453,429.21	$ 491,600.00	$ 501,300.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	$ 2,906,537.46	$ 1,412,440.62	$ 1,632,914.00
14	State Receipts: Other	$ 918,416.46	$ 448,489.86	$ 13,352.00
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax	$ -	$ -	$ -
17	Local Receipts: Motor Vehicle Tax	$ 1,441,599.48	$ 1,559,877.05	$ 2,680,100.00
18	Local Receipts: Local Option Sales Tax	$ 15,197,239.16	$ 16,274,644.35	$ 17,087,500.00
19	Local Receipts: In Lieu of Tax	$ 764,792.42	$ 1,023,311.09	$ 280,000.00
20	Local Receipts: Other	$ 40,714,371.48	$ 59,080,052.22	$ 45,474,975.57
21	Transfers In of Surplus Fees	$ -	$ -	$ -
22	Transfers In Other Than Surplus Fees	$ 1,168,000.00	$ 1,297,000.00	$ 1,197,000.00
23	Proprietary Function Funds **(Only if Page 6 is Used)**			$ -
24	**Total Resources Available (Lines 5 thru 23)**	**$ 118,985,599.52**	**$ 157,113,552.08**	**$ 152,129,938.00**
25	**Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)**	**$ 77,712,355.07**	**$ 111,036,555.71**	**$ 109,052,941.63**
26	**Balance Forward/Cash Reserve (Line 24 MINUS Line 25)**	**$ 41,273,244.45**	**$ 46,076,996.37**	**$ 43,076,996.37**
27	Cash Reserve Percentage			55%

PROPERTY TAX RECAP

Tax from Line 6	$ 29,957,680.06
County Treasurer Commission at 1%	$ 299,576.80
Total Property Tax Requirement	$ 30,257,256.86

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:

		Property Tax Request
General Fund	$	22,816,947.79
Bond Fund	$	7,440,309.07
_____ Fund		
_____ Fund		
Total Tax Request	** $	30,257,256.86

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name		Amount
American Rescue Plan Act	$	8,395,637.00
Wastewater-Sewer/Community Betterment-Keno	$	6,007,305.85
Debt Service/Economic Development-LB840	$	7,876,393.73
Total Special Reserve Funds	$	22,279,336.58
Total Cash Reserve	$	43,076,996.37
Remaining Cash Reserve	$	20,797,659.79
Remaining Cash Reserve %		27%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From: Transfer To:

Amount:

Reason:

Transfer From: Transfer To:

Amount:

Reason:

Transfer From: Transfer To:

Amount:

Reason:

City of Bellevue in Sarpy County

Line No.	2022-2023 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	$ 8,182,222.09	$ -	$ 50,000.00	$ 6,923,362.52	$ 160,000.00		$ 15,315,584.61
3	Public Safety - Police and Fire	$ 31,595,662.28	$ 750,000.00	$ 318,750.00	$ -	$ -		$ 32,664,412.28
4	Public Safety - Other	$ -	$ -	$ -	$ -	$ -		$ -
5	Public Works - Streets	$ 3,816,672.35	$ 15,156,250.00	$ 1,600,000.00	$ 962,661.92	$ -		$ 21,535,584.27
6	Public Works - Other	$ 5,942,984.40	$ 2,120,000.00	$ -	$ -	$ -		$ 8,062,984.40
7	Public Health and Social Services	$ 1,184,078.25	$ -	$ 130,000.00	$ -	$ -		$ 1,314,078.25
8	Culture and Recreation	$ 4,726,166.74	$ 1,751,600.00	$ -	$ -	$ 755,000.00		$ 7,232,766.74
9	Community Development	$ 1,046,616.78	$ -	$ -	$ -	$ -		$ 1,046,616.78
10	Miscellaneous	$ 53,120.00	$ 750,000.00	$ -	$ -	$ -		$ 803,120.00
11	Business-Type Activities:							
12	Airport	$ -	$ -	$ -	$ -	$ -		$ -
13	Nursing Home	$ -	$ -	$ -	$ -	$ -		$ -
14	Hospital	$ -	$ -	$ -	$ -	$ -		$ -
15	Electric Utility	$ -	$ -	$ -	$ -	$ -		$ -
16	Solid Waste	$ 4,309,921.00	$ -	$ -	$ -	$ 2,000.00		$ 4,311,921.00
17	Transportation	$ -	$ -	$ -	$ -	$ -		$ -
18	Wastewater	$ 8,521,743.34	$ 6,310,000.00	$ 1,280,000.00	$ 374,129.96	$ 280,000.00		$ 16,765,873.30
19	Water	$ -	$ -	$ -	$ -	$ -		$ -
20	Other	$ -	$ -	$ -	$ -	$ -		$ -
21	Proprietary Function Funds **(Page 6)**					$ -		$ -
22	**Total Disbursements & Transfers (Lns 2 thru 21)**	$ 69,379,187.23	$ 26,837,850.00	$ 3,378,750.00	$ 8,260,154.40	$ 1,197,000.00	$ -	$ 109,052,941.63

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2021-2022 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	$ 7,135,729.06	$ 726,723.49	$ 181,625.55	$ 12,904,334.51	$ 2,147,059.96		$ 23,095,472.57
3	Public Safety - Police and Fire	$ 27,912,645.47	$ -	$ 1,943,510.00	$ -	$ -		$ 29,856,155.47
4	Public Safety - Other	$ -	$ -	$ -	$ -	$ -		$ -
5	Public Works - Streets	$ 5,364,588.68	$ 15,223,586.69	$ 189,007.00	$ 1,038,342.32	$ -		$ 21,815,524.69
6	Public Works - Other	$ 4,070,156.87	$ 147,197.50	$ 139,559.00	$ -	$ -		$ 4,356,913.37
7	Public Health and Social Services	$ 1,053,518.73	$ -	$ -	$ -	$ -		$ 1,053,518.73
8	Culture and Recreation	$ 5,208,432.00	$ 4,374,009.92	$ 29,724.00	$ -	$ 855,000.00		$ 10,467,165.92
9	Community Development	$ 424,874.06	$ -	$ -	$ -	$ -		$ 424,874.06
10	Miscellaneous	$ 86,224.74	$ 3,163,028.62	$ -	$ -	$ -		$ 3,249,253.36
11	Business-Type Activities:							
12	Airport	$ -	$ -	$ -	$ -	$ -		$ -
13	Nursing Home	$ -	$ -	$ -	$ -	$ -		$ -
14	Hospital	$ -	$ -	$ -	$ -	$ -		$ -
15	Electric Utility	$ -	$ -	$ -	$ -	$ -		$ -
16	Solid Waste	$ 4,113,204.07	$ -	$ -	$ -	$ 2,000.00		$ 4,115,204.07
17	Transportation	$ -	$ -	$ -	$ -	$ -		$ -
18	Wastewater	$ 8,232,921.11	$ 3,616,666.13	$ 75,000.00	$ 397,886.23	$ 280,000.00		$ 12,602,473.47
19	Water	$ -	$ -	$ -	$ -	$ -		$ -
20	Other	$ -	$ -	$ -	$ -	$ -		$ -
21	Proprietary Function Funds							$ -
22	**Total Disbursements & Transfers** (Ln 2 thru 21)	$ 63,602,294.79	$ 27,251,212.35	$ 2,558,425.55	$ 14,340,563.06	$ 3,284,059.96	$ -	$ 111,036,555.71

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2020-2021 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	$ 2,536,869.34	$ 10,871.00	$ 353,318.13	$ 13,951,917.01	$ 929,996.00		$ 17,782,971.48
3	Public Safety - Police and Fire	$ 23,418,542.73	$ 83,229.60	$ 1,679,362.35	$ 66,137.80	$ -		$ 25,247,272.48
4	Public Safety - Other	$ -	$ -	$ -	$ -	$ -		$ -
5	Public Works - Streets	$ 5,185,168.06	$ 4,292,016.32	$ 575,379.18	$ 971,363.56	$ -		$ 11,023,927.12
6	Public Works - Other	$ 3,421,734.49	$ 121,111.00	$ 112,932.76	$ -	$ (29,996.00)		$ 3,625,782.25
7	Public Health and Social Services	$ 1,001,413.76	$ -	$ -	$ -	$ -		$ 1,001,413.76
8	Culture and Recreation	$ 3,948,716.54	$ 1,742,757.10	$ 110,216.00	$ -	$ 3,000.00		$ 5,804,689.64
9	Community Development	$ 349,130.57	$ -	$ -	$ -	$ -		$ 349,130.57
10	Miscellaneous	$ 148,946.17	$ -	$ -	$ -	$ -		$ 148,946.17
11	Business-Type Activities:							
12	Airport	$ -	$ -	$ -	$ -	$ -		$ -
13	Nursing Home	$ -	$ -	$ -	$ -	$ -		$ -
14	Hospital	$ -	$ -	$ -	$ -	$ -		$ -
15	Electric Utility	$ -	$ -	$ -	$ -	$ -		$ -
16	Solid Waste	$ 3,991,915.50	$ -	$ -	$ -	$ 1,000.00		$ 3,992,915.50
17	Transportation	$ -	$ -	$ -	$ -	$ -		$ -
18	Wastewater	$ 7,801,953.13	$ 271,165.49	$ -	$ 398,187.48	$ 264,000.00		$ 8,735,306.10
19	Water	$ -	$ -	$ -	$ -	$ -		$ -
20	Other	$ -	$ -	$ -	$ -	$ -		$ -
21	Proprietary Function Funds							$ -
22	**Total Disbursements & Transfers** (Ln 2 thru 21)	$ 51,804,390.29	$ 6,521,150.51	$ 2,831,208.42	$ 15,387,605.85	$ 1,168,000.00	$ -	$ 77,712,355.07

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

2022-2023 SUMMARY OF PROPRIETARY FUNCTION FUNDS

NOTE: COMPLETE THIS PAGE ONLY IF A SEPARATE PROPRIETARY FUNCTION FUND BUDGET IS FILED WITH THE CLERK OF THE MUNICIPALITY.

THIS SPACE FOR USE OF PROPRIETARY FUNCTION FUNDS ONLY

Funds (List)	Beginning Balance	Total Budget of Receipts	Total Budget of Disbursements	Cash Reserve
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL	$ -	$ -	$ -	$ -
	(Forward to Page 2, Line 4)	(Forward to Page 2, Line 23)	(Forward to Page 3, Line 21)	

NOTE: State Statute Section 13-504 requires a uniform summary of the proposed budget statement including each proprietary function fund included in a separate proprietary budget statement prepared pursuant to the Municipal Proprietary Function Act. Proprietary function shall mean a water supply or distribution utility, a waste-water collection or treatment utility, an electric generation, transmission, or distribution utility, a gas supply, transmission, or distribution utility, an integrated solid waste management collection, disposal, or handling utility, or a hospital or a nursing home owned by a municipality.

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME	**Mayor Rusty Hike**
ADDRESS	**1500 Wall Street**
CITY & ZIP CODE	**Bellevue, NE 68005**
TELEPHONE	**(402) 293-3000**
WEBSITE	**bellevue.net**

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Rusty Hike	Rich Severson	Rich Severson
TITLE /FIRM NAME	Mayor	Treasurer	Treasurer
TELEPHONE	(402) 293-3000	(402) 293-3088	(402) 293-3088
EMAIL ADDRESS	rusty.hike@bellevue.net	rich.severson@bellevue.net	rich.severson@bellevue.net

For Questions on this form, who should we contact (please √ one): Contact will be via email if supplied.

- [ ] Board Chairperson
- [X] Clerk / Treasurer / Superintendent / Other
- [ ] Preparer

City of Bellevue in Sarpy County

2022-2023 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements		(1)	$	30,257,256.86
Motor Vehicle Pro-Rate		(2)	$	108,800.00
In-Lieu of Tax Payments		(3)	$	280,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.				
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))	$ 12,660,000.00	(4)		
LESS: Amount Spent During 2021-2022	$ 6,368,000.00	(5)		
LESS: Amount Expected to be Spent in Future Budget Years	$ 6,292,000.00	(6)		
Amount to be included as Restricted Funds ***(Cannot Be A Negative Number)***		(7)	$	-
Motor Vehicle Tax		(8)	$	2,680,100.00
Local Option Sales Tax		(9)	$	17,087,500.00
Transfers of Surplus Fees		(10)	$	-
Highway Allocation and Incentives		(11)	$	7,069,320.00
		(12)		
Motor Vehicle Fee		(13)	$	501,300.00
Municipal Equalization Fund		(14)	$	1,632,914.00
Insurance Premium Tax		(15)	$	-
Nameplate Capacity Tax		(15a)	$	-
TOTAL RESTRICTED FUNDS (A)		(16)	**$**	**59,617,190.86**

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)	$ 7,535,000.00	(17)		
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year *(cannot exclude same capital improvements from more than one lid calculation.)* Agrees to Line (6).	$ 6,292,000.00	(18)		
Allowable Capital Improvements		(19)	$	1,243,000.00
Bonded Indebtedness		(20)	$	7,440,309.07
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)		(21)		
Interlocal Agreements/Joint Public Agency Agreements		(22)	$	807,047.80
Public Safety Communication Project (Statute 86-416)		(23)		
Benefits Paid Under the Firefighter Cancer Benefits Act		(23a)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics **(Public Airports Only)**		(24)		
Judgments		(25)		
Refund of Property Taxes to Taxpayers		(26)		
Repairs to Infrastructure Damaged by a Natural Disaster		(27)		
TOTAL LID EXCEPTIONS (B)		(28)	**$**	**9,490,356.87**

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form) *To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28*	**$**	**50,126,833.99**

*Total Restricted Funds for Lid Computation **cannot** be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.*

City of Bellevue

IN

Sarpy County

LID COMPUTATION FORM FOR FISCAL YEAR 2022-2023

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form — 54,640,903.85 (Option 1 - (Line 1))

OPTION 2

Only use if a vote was taken at a townhall meeting to exceed Lid for one year

Line (1) of Prior Year Lid Computation Form — (Option 2 - (A))

Allowable Percent Increase **Less** Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5)) — % (Option 2 - (B))

Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B) — - (Option 2 - (C))

Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (C) — - (Option 2 - (Line 1))

CURRENT YEAR ALLOWABLE INCREASES

1 **BASE LIMITATION PERCENT INCREASE (2.5%)** — 2.50 % (2)

2 **ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%** — 4.06 % (3)

300,000,000.00	/	4,569,937,377.00	=	6.56	%
2022 Growth per Assessor		2021 Valuation		Multiply times 100 To get %	

3 **ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE** — 1.00 % (4)

6	/	6	=	100.00	%
# of Board Members voting "Yes" for Increase		Total # of Members in Governing Body at Meeting		Must be at least 75% (.75) of the Governing Body	

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

4 **SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE** — % (5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) — 7.56 % (6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) — 4,130,852.33 (7)

Total Restricted Funds Authority = Line (1) + Line (7) — 58,771,756.18 (8)

Less: Restricted Funds from Lid Supporting Schedule — 50,126,833.99 (9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) — 8,644,922.19 (10)

LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.

City of Bellevue in Sarpy County

2022-2023 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement		Amount Budgeted
Library Improvement (Building)	$	1,500,000.00
Street Improvements	$	6,035,000.00
Total - Must agree to Line 17 on Lid Support Page 8	$	7,535,000.00

Municipality Levy Limit Form

City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		30,257,256.86	
Judgments (Not Paid by Liability Insurance)	(2)	0.00		
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00		
Bonded Indebtedness	(4)	7,440,309.07		
Interest Free Financing (Public Airports)	(5)	0.00		
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00		
Total Levy Exemptions	(7)		7,440,309.07	
Tax Request Subject to Levy Limit	(8)		22,816,947.79	
Valuation	(9)		4,960,206,043	
Municipality Levy Subject to Levy Authority	(10)		0.460000	
Levy Authority Allocated to Others-				
Airport Authority	(11)		0.000000	
Community Redevelopment Authority	(12)		0.000000	
Transit Authority	(13)		0.000000	
Off Street Parking District Valuation	(14)			
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000	
Other	(16)		0.000000	
Total Levy for Compliance Purposes	(17)		0.460000	**(A)**

Levy Authority

Municipality Levy Limit	(18		0.450000	
Municipality property taxes designated for interlocal agreements	(19)	807,047.80	0.016270	
Total Municipality Levy Authority	(20)		0.466270	**(B)**
Voter Approved Levy Override	(21)		0.000000	**(C)**

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). **If an amount is entered on Line 21, a sample ballot and election results MUST be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted.** Please refer to the statutes to ensure all requirements are met.

City of Bellevue in Sarpy County

2022-2023 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES ☐ **This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.**

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) $ 27,876,618.00
*(Total Personal and Real Property Tax Required from **prior year** budget - Cover Page)*

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

300,000,000.00	/	4,569,937,377.00	=	6.56 % (3)
2022 Real Growth Value per Assessor		Prior Year Total Real Property Valuation per Assessor		

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds(§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 8.56 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) $ 2,386,238.50

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) **$ 30,262,856.50**

ACTUAL PROPERTY TAX REQUEST

2022-2023 ACTUAL Total Property Tax Request (7) $ 30,257,256.86
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request is within allowable growth percentage. Political subdivision is NOT required to complete postcard notification requirements, or participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your proposed property tax request and telephone number to the County Clerk by September 5th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City of Bellevue

IN

Sarpy County, Nebraska

NOTICE OF SPECIAL BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 9th day of August 2022, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2020-2021 Actual Disbursements & Transfers	$	77,712,355.07
2021-2022 Actual/Estimated Disbursements & Transfers	$	111,036,555.71
2022-2023 Proposed Budget of Disbursements & Transfers	$	109,052,941.63
2022-2023 Necessary Cash Reserve	$	43,076,996.37
2022-2023 Total Resources Available	$	152,129,938.00
Total 2022-2023 Personal & Real Property Tax Requirement	$	30,257,256.86
Unused Budget Authority Created For Next Year	$	8,644,922.19

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	$	22,816,947.79
Personal and Real Property Tax Required for Bonds	$	7,440,309.07

	2021	2022	Change
Operating Budget	107,632,939.24	109,052,941.63	1%
Property Tax Request	$ 27,876,618.00	$ 30,257,256.86	9%
Valuation	4,569,937,377	4,960,206,043	9%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.562005		

Notes:

(1) The example publications included here are solely to hear taxpayer input at the budget hearing and tax request hearing. No action should be taken at these hearings. Action items should be completed at a regular meeting, ensuring that all requirements of the Open Meetings Act are followed.

(2) These sample publications are intended to assist subdivisions in meeting the publication requirements related to the Budget Hearing and Tax Request Hearing. They are sample forms only - they are not required forms. Each subdivision is responsible for ensuring their publications include all information required by the statutes. Each subdivision may need to modify the sample forms for the circumstances specific to your subdivision.

(3) For Cities only: If your subdivision is increasing the Property Tax request above the allowable growth percentage (2% plus real growth percentage), you are subject to the postcard notification and joint public hearing requirements of the Property Tax Request Act (§ 77-1633). You are required to attend the Joint Public Hearing outlined in § 77-1633. You are not required to hold the Special Hearing to Set the Final Tax Request as outlined in § 77-1632. You are still required to hold the Budget Hearing, regardless. Villages are not subject to the allowable growth provisions of the Property Tax Request

City of Bellevue

IN

Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 16th day of August 2022, at 5:30 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2020-2021 Actual Disbursements & Transfers	$	77,712,355.07
2021-2022 Actual/Estimated Disbursements & Transfers	$	111,036,555.71
2022-2023 Proposed Budget of Disbursements & Transfers	$	109,052,941.63
2022-2023 Necessary Cash Reserve	$	43,076,996.37
2022-2023 Total Resources Available	$	152,129,938.00
Total 2022-2023 Personal & Real Property Tax Requirement	$	30,257,256.86
Unused Budget Authority Created For Next Year	$	8,644,922.19

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	$	22,816,947.79
Personal and Real Property Tax Required for Bonds	$	7,440,309.07

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 6th day of September 2022, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2021	2022	Change
Operating Budget	107,632,939.24	109,052,941.63	1%
Property Tax Request	$ 27,876,618.00	$ 30,257,256.86	9%
Valuation	4,569,937,377	4,960,206,043	9%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.562005		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Bellevue resolves that:

1. The 2022-2023 property tax request be set at:

General Fund:	$ 22,816,947.79
Bond Fund:	$ 7,440,309.07

2. The total assessed value of property differs from last year's total assessed value by 8.54 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.562005 per $100 of assessed value.

4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.61 per $100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase (or decrease) last year's budget by 1.32 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

Motion by _____, seconded by _____ to adopt Resolution #_____.

Voting yes were:	Voting no were:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated this _____ day of _____, 2022

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue — Sarpy County

SUBDIVISION NAME — COUNTY

Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)
Bellevue, Sarpy County	11-1-11 to 10-31-16 Amended to 10-31-21 3-15-22 to 3/15/24	Animal Control Services with the Nebraska Humane Society	$ 172,200.00
Bellevue, Sarpy County	10-1-18 to 9-30-19 10-1-19 to 9-30-22 10-1-22 to 9-30-25	IT Services	$ 119,184.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 until terminated	800 MHZ System (E-911)	$ 65,925.00
Bellevue, Gretna, Papillion, LaVista, and Springfield	4-10-2017 until terminated	United Cities of Sarpy County. Interlocal Cooperation Agreement to promote common legislative interests.	$ 9,014.80
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7-1-2013 to 6-30-2019 7-1-2019 to 6-30-2025	Geographic Information System (GIS)	$ 72,000.00
Sarpy County and City of Bellevue	7-28-14 until terminated	Cost sharing the professional services agreement with Burns & McDonnell & the software update & support services agreement with Azteca Systems	
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-24	Papillion Creek Watershed Partnership (Storm Water Management	$ 36,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	$ 60,000.00
Bellevue Public Schools	10-13-14 Apprv'd Continue Annually unless terminated by	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	
Cities of Papillion and Bellevue (Fire Departments)	12-30-09 to N/A	Purchase & Maintenance of records management hardware, software, training, travel & deployment	
Cities of Papillion and Bellevue (Fire Departments)	3-2-11 to N/A	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	
Douglas County Sheriff's Office	11/2014 - 11/19 12-1-19 to11-30-24	Forensic Services	
Eastern Sarpy County Fire Protection District	7-23-12 to 7-22-17 and automatically renewed for 5 year	To provide fire and rescue services	
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/24	Southern Sarpy County Watershed Partnership	$ 26,000.00
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/2024	Southern Sarpy County Watershed Partnership	$ 26,000.00
		Amount from Interlocal Form 2 of 3	$ 32,500.00
		Amount from Interlocal Form 3 of 3	$ 187,824.00

Total Amount used as Lid Exemption $ 807,047.80

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue — SarpyCounty

SUBDIVISION NAME — COUNTY

Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority	
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Meropolitan Area	1-8-74 to N/A	Regional Council of Government	
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington,	Amended & Restated June 2014 continuing for 60 years	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations	
Omaha	4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution	
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)	
Omaha	5-29-12 to N/A	Crime Lab Services	
Omaha and Bellevue	7/20/21 Until terminated	Cost Sharing Harrison Street Project	
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"	
Omaha Public Schools	10-1-16 to 7-31-19 8-1- 19 to 6-1-2022 6-1-22 to 6-1-24	School Resource Officers for Bryan Middle & High Schools	
Papillion Fire Department	2-3-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)	
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Jurisdictional Boundries	
Papio- Missouri Natural Resource District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management	
Papio-Missouri River Natural Resources District	5-14-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of $20,000 grant from PMRNRD	
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-	City of Omaha - Clean Energy Assessment Program	
Sarpy County, Bellevue, LaVista, and Papillion	5-1-18 to 4-30-19 5-1-19 to 4-30-20 5-1-20 to 4-30-21	Sharing of costs of ProPhoenix, an integrated Public Safety Sortware System	$ 32,500.00
55th Wing, Offutt Air Force Base	1-19-21 to 6-19-26	Fire & emergency services during a pandemic or other State of Emergency	
Douglas County and Cooperating Agencies	7-21-20 to 7-21-25	Backup to other agencies & to grant authority beyond primary jurisdiction	

Total Amount used as Lid Exemption $ 32,500.00

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue — SarpyCounty

SUBDIVISION NAME — COUNTY

Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street	
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program	
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services	
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either	Agreement to charge and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue	
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement apprv'd 10-28-13)	
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Sites	
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columban Fathers Property	
State of NE - Dept. of Roads	Annually 1-1-20 to 12-31-20 1-1-21 to 12-31-21 1-	Highway 370 Maintenance Agreement	
Sarpy County, Papillion, LaVista, and Bellevue	4-1-19 to 3-31-22 4-1-22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations	
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes	
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch	
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	$ 125,000.00
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutional functions, and other services	
Sarpy County and Cities Wastewater Agency (Bellevue Sewer Services)	5-18-2021 until terminated	Operation of Bellevue sewer services located within the Agency's jurisdiction	
Southern Sarpy Watershed Partnership	7-1-2019 to 6-30-2024 and remain in effect until continuation	Watershed fees from new development within the Southern Sarpy Watershed will be collected specifically for development of Southern Sarpy	$ 26,000.00
Sarpy County	Ongoing	GIS& Aerial	$ 36,824.00

Total Amount used as Lid Exemption $ 187,824.00

REPORT OF TRADE NAMES, CORPORATE NAMES, BUSINESS NAMES

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue	**Sarpy County**
SUBDIVISION NAME	COUNTY

List all Trade Names, Corporate Names and Business Names under which the political subdivision conducted business.

ORDINANCE NO. 4106

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2022, through September 30, 2023. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS 6th day of September, 2022.

APPROVED AS TO FORM:

_____
City Attorney

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

First Reading:	08/02/2022
Special Budget Hearing:	08/09/2022
Second Reading:	08/16/2022
Third Reading:	09/06/2022

RESOLUTION NO. 2022-23

WHEREAS, Nebraska Revised Statutes Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request at a different amount;

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City of Bellevue that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW THEREFORE, the Governing Body of the City of Bellevue, Nebraska, by a majority vote, resolves that:

1. The 2022-2023 property tax request be set at:

General Fund	$20,338,612.00
Bond Fund	$ 7,594,150.00
Total Property Tax Request	$27,932,762.00

2. The total assessed value of property differs from last year's total assessed value by 4.66 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.583448 per $100 of assessed value.

4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.610003 per $100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase last year's budget by 10.41 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2022.

Motion by _____, seconded by _____ to adopt Resolution #2022-23.

Voting yes were:	Voting no were:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PASSED AND APPROVED this 6th day of September, 2022.

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

14a. and 14a1.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY: Tammi Palm		Title: Planning Manager		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to final plat Lots 192 through 266, and Outlots I and J, Lakewood West, being a platting of Tax Lot 14, and a replat of Outlot H, Lakewood West, all located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and approval of the First Amendment to the Lakewood West Subdivision Agreement. Applicant: Woodsonia Lakewood West, LLC. General Location: 11715 South 60th Street.

SYNPOSIS/BACKGROUND:

Drew Snyder, on behalf of Woodsonia Real Estate Inc., is requesting approval of a final plat for Lots 192 through 266, and Outlots I and J, Lakewood West. RG-50 zoning was requested for Lots 192 through 266, and Outlot I, Lakewood West. This zoning will take effect upon filing of the final plat. The applicant is also requesting approval of the First Amendment to the Lakewood West Subdivision Agreement, which has been reviewed by the City Attorney. The final plat is in conformance with the approved preliminary plat.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1.	PC Recommendation	2.	Staff Report	3.	First Amendment to the Lakewood West Subdivision Agreement
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bru Robb

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Woodsonia Lakewood West, LLC

CASE #: S-2206-15

CITY COUNCIL HEARING DATE: August 16, 2022

REQUEST: to final plat Lots 192 through 266, and Outlot I and J, Lakewood West being a platting of Tax Lot 14, and a replat of Outlot H, Lakewood West, all located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and approval of Lakewood West subdivision agreement.

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

APPROVAL based upon conformance with the preliminary plat.

VOTE:

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

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

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: S-2206-15

FOR HEARING OF:
REPORT #1: July 28, 2022
REPORT #2: August 16, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Woodsonia Lakewood West, LLC.
Attn: Drew Snyder
20010 Manderson St., Ste. 101
Elkhorn, NE 68022

B. PROPERTY OWNER:

Woodsonia Lakewood West, LLC.
20010 Manderson St., Ste. 101
Elkhorn, NE 68022

C. GENERAL LOCATION:

11715 South 60th Street

D. LEGAL DESCRIPTION:

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

E. REQUESTED ACTIONS:

Final Plat Lots 192 through 266, and Outlots I and J, Lakewood West

F. EXISTING ZONING AND LAND USE:

AG; Vacant/Agricultural

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 20 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property has most recently been used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

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

C. REVELANT CASE HISTORY:

1. On October 22, 2020, the Planning Commission recommended denial of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to ML for the purpose of light industrial development. The City Council denied the aforementioned request on December 15, 2020.

2. On April 28, 2022, the Planning Commission recommended approval of a request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single family residential development; and preliminary plat Lots 192 through 266, and Outlot I, Lakewood West. The City Council approved the aforementioned request on June 21, 2022.

3. On July 28, 2022, the Planning Commission recommended approval of a request to final plat Lots 192 through 266, and Outlot I, Lakewood West, being

a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

D. APPLICABLE REGULATIONS:

1. Chapter 4, Subdivision Regulations, regarding Final Plats.

2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for South 60th Street.

2. The property will have access to the east from newly constructed extensions of Joann Avenue and Edgewater Drive connecting to the Lakewood West Phase 1 development. Future access to the north will be from a newly created South 57th Avenue.

3. Per Sarpy County Public Works, the property will not have vehicular access to South 60th Street or future Schram Road.

D. UTILITES:

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

E. ANALYSIS:

1. Drew Snyder, on behalf of Woodsonia Real Estate Inc., has submitted a request to final plat Lots 192 through 266, and Outlots I and J, Lakewood West.

2. RG-50 zoning was requested for Lots 192 through 266, and Outlot I, Lakewood West. This zoning will take effect upon filing of the final plat.

3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy

County Planning Director, Sarpy County Public Works Department, Sarpy County Administrator, and the Papillion LaVista Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.

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

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

IV. TECHNICAL DEFICIENCIES

None

V. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

VI. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

VII. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Final plat received June 24, 2022
4. First Amendment to the Lakewood West Subdivision Agreement

VIII. COPIES OF REPORT TO:

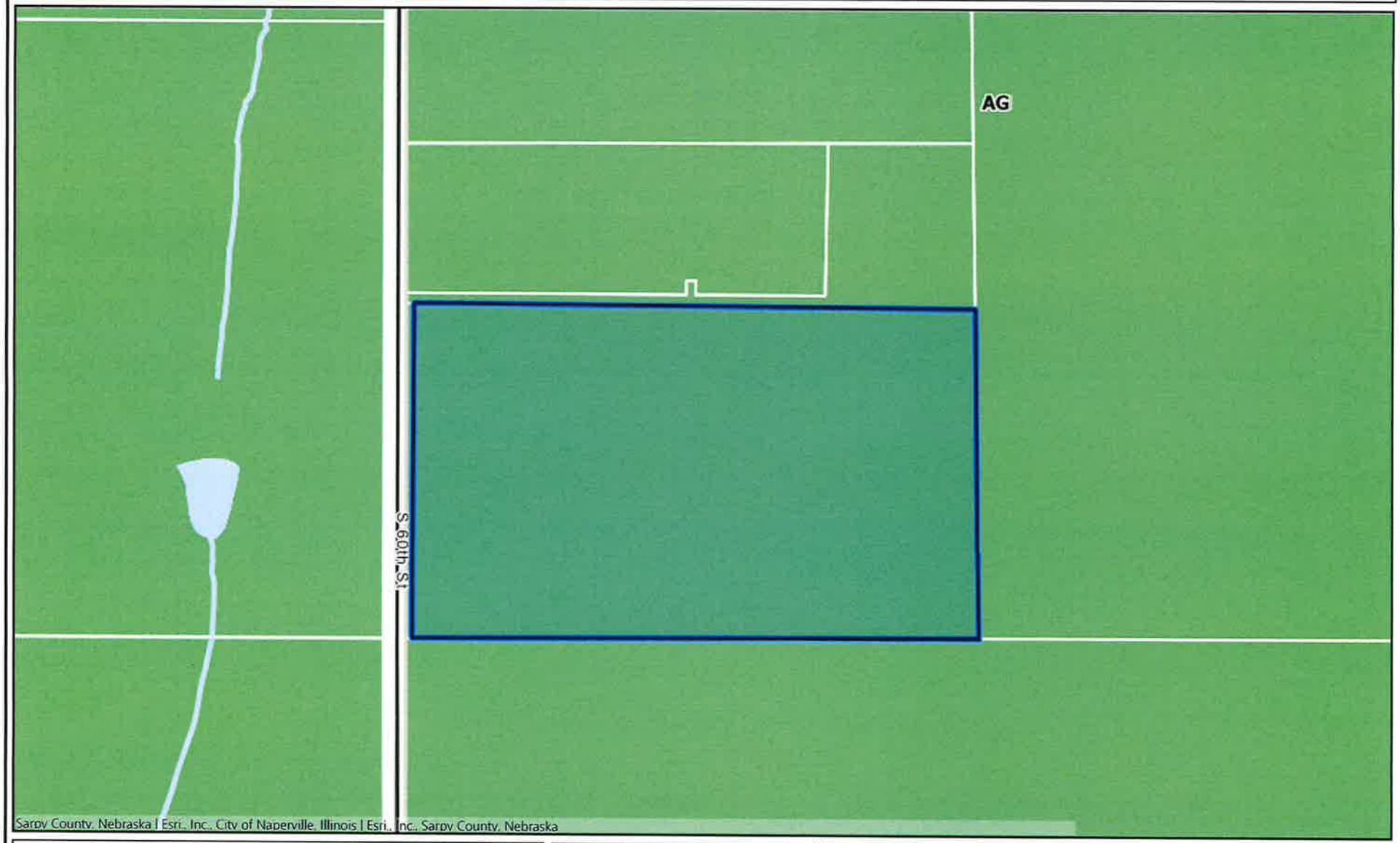
1. Woodsonia Lakewood West, LLC. – Drew Snyder
2. Thompson, Dreessen & Dorner, Inc. – Bradley Huyck
3. Larry Jobeun
4. Public Upon Request

Angela M. Cussy
Assistant Planning Manager

Jammi L. Palm 08/09/22
Planning Manager Date of Report

SARPY COUNTY
NEBRASKA

South 60th Street and Hwy 370



0 400 800 ft

Map Scale 1: 4514

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



Notes

SARPY COUNTY
NEBRASKA

South 60th Street and Hwy 370



0 400 800 ft

Map Scale 1: 4514

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



Notes

LAKEWOOD WEST

LOTS 192 THRU 266 AND OUTLOTS " I " AND " J "

BEING A PLATTING OF PART OF TAX LOT 14, IN THE SOUTHWEST 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TOGETHER WITH A REPLATTING OF OUTLOT H, LAKEWOOD WEST, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

NOTES:

1. NO DIRECT ACCESS TO S 60th STREET AND FUTURE SCHRAM ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS
2. ALL CORNER ANGLES ARE 135°00'00" UNLESS NOTED
3. OUTLOT I WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.

PROPERTY LINE CURVE INFORMATION				
CURVE #	DELTA	LENGTH	TANGENT	RADIUS
4	12°40'49"	453.88	227.78'	2050.00'

CENTERLINE CURVE INFORMATION				
CURVE #	DELTA	LENGTH	TANGENT	RADIUS
1	33°05'14"	122.48	63.23'	200.00'
2	30°42'37"	124.65	64.43'	250.00'
3	11°22'30"	38.11'	19.92'	200.00'
4	12°00'00"	41.89'	21.02'	200.00'

LEGEND

- ●ID CORNERS FOUND
- ○ CORNERS SET (5/8" REBAR W/CAP #565)
- R RECORDED DISTANCE
- M MEASURED DISTANCE

LOT	SQUARE FOOTAGES		
LOT 192	17,373	LOT 217	7,707
LOT 193	15,750	LOT 218	7,703
LOT 194	11,418	LOT 219	7,699
LOT 195	8,766	LOT 220	7,697
LOT 196	7,630	LOT 221	7,724
LOT 197	7,630	LOT 222	7,949
LOT 198	8,983	LOT 223	8,550
LOT 199	8,984	LOT 224	7,809
LOT 200	7,933	LOT 225	7,548
LOT 201	7,634	LOT 226	7,373
LOT 202	7,634	LOT 227	7,280
LOT 203	7,635	LOT 228	7,288
LOT 204	7,635	LOT 229	7,178
LOT 205	7,636	LOT 230	6,889
LOT 206	7,636	LOT 231	6,488
LOT 207	8,800	LOT 232	7,808
LOT 208	7,256	LOT 233	9,818
LOT 209	7,153	LOT 234	7,665
LOT 210	9,086	LOT 235	7,688
LOT 211	12,561	LOT 236	7,173
LOT 212	8,429	LOT 237	7,258
LOT 213	7,518	LOT 238	7,624
LOT 214	7,718	LOT 239	8,040
LOT 215	7,714	LOT 240	7,425
LOT 216	7,710	LOT 241	7,425
LOT 242	7,425		
LOT 243	7,425		
LOT 244	7,425		
LOT 245	7,425		
LOT 246	7,425		
LOT 247	7,425		
LOT 248	7,425		
LOT 249	8,782		
LOT 250	9,138		
LOT 251	7,742		
LOT 252	7,742		
LOT 253	7,742		
LOT 254	7,742		
LOT 255	7,742		
LOT 256	7,742		
LOT 257	7,742		
LOT 258	7,742		
LOT 259	7,742		
LOT 260	7,742		
LOT 261	8,091		
LOT 262	8,854		
LOT 263	11,795		
LOT 264	12,684		
LOT 265	8,970		
LOT 266	8,852		

REQUIRED MINIMUM ZONING REQUIREMENTS PUD (LOTS 192 thru 266)	
FRONT YARD SETBACK	25 FEET
STREET SIDE YARD SETBACK	15 FEET
SIDE YARD SETBACK	5 FEET
REAR YARD SETBACK	25 FEET

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF LAKEWOOD WEST WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2022. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

BELLEVUE PLANNING COMMISSIONER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF LAKEWOOD WEST WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS _____ DAY OF _____, 2022. APPROVAL OF THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

RUSTY HAKE, MAYOR — SUSAN BULLOCK, CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LAKEWOOD WEST WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____ 2022

SARPY COUNTY SURVEYOR/ENGINEER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that I have made a boundary survey of the subdivision described hereon and that permanent markers have been found or set at all corners of said boundary and that a bond will be posted with the City of Bellevue to insure that permanent markers will be set at all lot corners within said subdivision to be known as LAKEWOOD WEST, LOTS 192 THRU 266, INCLUSIVE, AND OUTLOTS I AND J; BEING A PLATTING OF TAX LOT 14, IN THE SOUTHWEST 1/4 OF SECTION 31, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, TOGETHER WITH A REPLATTING OF OUTLOT H, LAKEWOOD WEST, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TAX LOT 14;

THENCE S89°47'11"W (ASSUMED BEARING) 1241.20 FEET ON THE SOUTH LINE OF SAID TAX LOT 14 TO THE SOUTHWEST CORNER THEREOF;

THENCE N00°00'09"E 705.38 FEET ON THE WEST LINE OF SAID TAX LOT 14 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°52'51"E 1231.85 FEET ON THE NORTH LINE OF SAID TAX LOT 14 TO THE NORTHWEST CORNER THEREOF;

THENCE S00°46'28"E 345.71 FEET ON THE EAST LINE OF SAID TAX LOT 14 TO THE NORTHWEST CORNER OF SAID OUTLOT H;

THENCE N89°13'32"E 45.64 FEET ON THE NORTH LINE OF SAID OUTLOT H;

THENCE S00°46'28"E 118.43 FEET ON THE EAST LINE OF SAID OUTLOT H;

THENCE S89°48'35"W 45.63 FEET ON THE SOUTH LINE OF SAID OUTLOT H TO THE POINT OF BEGINNING.

MAY 1, 2022
DATE

NEBRASKA LAND SURVEYOR LS-565

MICHAEL J. SMITH
NEBRASKA RLS #565

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That WC WOODSONIA LAKEWOOD WEST, LLC, a NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS, AND ACCESS BANK, a NEBRASKA STATE BANK, BEING THE MORTGAGE HOLDER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS, LOTS AND OUTLOTS TO BE NAMED, NUMBERED AND LETTERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LAKEWOOD WEST, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN HEREON, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A TELECOMMUNICATIONS SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOT IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER.

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTAGES OF ALL LOTS.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS THEREIN GRANTED.

WOODSONIA LAKEWOOD WEST, LLC,
A NEBRASKA LIMITED LIABILITY COMPANY

BY _____
ANDREW A. SNYDER, MANAGER

ACCESS BANK, A NEBRASKA STATE BANK

BY _____
AMANDA SUDBECK, VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 BY ANDREW A. SNYDER, MANAGER OF WOODSONIA LAKEWOOD WEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 BY AMANDA SUDBECK, VICE PRESIDENT OF ACCESS BANK, A NEBRASKA STATE BANK ON BEHALF OF SAID BANK.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2022

SARPY COUNTY TREASURER



TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p. 402.330.8860 f. 402.330.5866
td2co.com

LAKEWOOD WEST
LOTS 192 THRU 266 AND OUTLOTS I AND J

Revision Dates

No.	Description	MM-DD-YY
1		
2		
3		
4		
5		

Job No.: B2069-133B
Drawn By: RJR
Reviewed By:: MJS
Date: MAY 1, 2022
Book: 22/09
Page: 24

Sheet Title

CITY OF BELLEVUE
FINAL PLAT

Sheet Number

SHEET 1 OF 1

FIRST AMENDMENT
TO
LAKEWOOD WEST
SUBDIVISION AGREEMENT

This First Amendment to the Lakewood West Subdivision Agreement (hereinafter "First Amendment"), which is made this 16th day of August, 2022 ("Effective Date"), by and between WOODSONIA LAKEWOOD WEST, LLC, a Nebraska limited liability company ("DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 365 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision ("DISTRICT"), and THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation of the first class ("CITY") (collectively the "Parties"), amends and modifies the original subdivision agreement approved by the Bellevue City Council on May 17, 2022 (hereinafter referred to as the "Original Subdivision Agreement").

RECITALS

DEVELOPER, DISTRICT, and CITY entered into the Original Subdivision Agreement, with respect to Lots 1 thru 191, inclusive, and Outlots "A" thru "H", inclusive, Lakewood West, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska ("Phase 1") of the development to be known, inclusive of all phases, as Lakewood West ("Lakewood West"); and

DEVELOPER, DISTRICT, and CITY wish to acknowledge the subdivision of additional real property to become a part of Lakewood West and legally described as Lots 192 thru 266, inclusive, and Outlots "I" thru "J", inclusive, Lakewood West, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska ("Phase 2"); and

DEVELOPER, DISTRICT, and CITY wish to agree upon the manner and the extent to which public funds may be expended in connection with the Public Improvements and the extent to which the contemplated Public Improvements shall specifically benefit property in the Development Area and adjacent thereto and to what extent the Cost of the same shall be specially assessed.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of the Original Subdivision Agreement, as modified and amended by this First Amendment (collectively, the "Agreement").

2. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Original Subdivision Agreement.

3. Area of Application. This First Amendment applies to Phase 2.

4. Exhibit Modifications. The Agreement exhibits referenced herein or attached hereto are incorporated into this First Amendment and the Agreement by this reference.

5. DEVELOPER shall make a contribution to the Park Development Fund in the aggregate amount of Sixteen Thousand Seven Hundred Fifty-Three and 50/100th ($16,753.50) Dollars, which amount shall be paid prior to the filing of the Lakewood West Phase 2 Final Plat.

6. Cost Participation Agreement South 60th Street. Upon the request of Sarpy County, Nebraska, the DISTRICT shall enter into an agreement with Sarpy County, other interested sanitary and improvement district(s), and/or any interested private developer, as applicable, that provides for the cost participation for the construction of South 60th Street and any related infrastructure improvements. The DISTRICT shall only be responsible for its proportional cost share for the South 60th Street public improvements as agreed to by and between Sarpy County and the DISTRICT.

7. No Other Amendment. Except as specifically modified and amended by this First Amendment, the Original Subdivision Agreement shall remain in full force and effect.

8. Binding Effect. This First Amendment shall be binding upon the Parties, their respective successors, and assigns.

(Signatures on following pages.)

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

ATTEST:

CITY OF BELLEVUE, NEBRASKA, a municipal corporation,

_____

By_____

City Clerk

Mayor Date

APPROVED AS TO FORM:

_____

Attorney for City of Bellevue

ATTEST:

SANITARY & IMPROVEMENT DISTRICT NO. 365 OF SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska,

_____

By:_____

Clerk

Chairman Date

APPROVED AS TO FORM:

_____

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

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

By: _____ _____

Drew Snyder, Manager Date

APPROVED AS TO FORM:

_____

Attorney for Developer

LAKEWOOD WEST

LOTS 192 THRU 266 AND OUTLOTS "I" AND "J"

BEING A PLATTING OF PART OF TAX LOT 14, IN THE SOUTHWEST 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TOGETHER WITH A REPLATTING OF OUTLOT H, LAKEWOOD WEST, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY OF BELLEVUE TO INSURE THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS LAKEWOOD WEST, LOTS 192 THRU 266, INCLUSIVE, AND OUTLOTS I AND J, BEING A PLATTING OF TAX LOT 14, IN THE SOUTHWEST 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TOGETHER WITH A REPLATTING OF OUTLOT H, LAKEWOOD WEST, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OF SAID TAX LOT 14;

THENCE S89°47'11"W (ASSUMED BEARING) 1241.20 FEET ON THE SOUTH LINE OF SAID TAX LOT 14 TO THE SOUTHWEST CORNER THEREOF;

THENCE N00°00'09"E 705.28 FEET ON THE WEST LINE OF SAID TAX LOT 14 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°32'01"E 1231.65 FEET ON THE NORTH LINE OF SAID TAX LOT 14 TO THE NORTHEAST CORNER THEREOF;

THENCE S00°46'28"E 385.71 FEET ON THE EAST LINE OF SAID TAX LOT 14 TO THE NORTHWEST CORNER OF SAID OUTLOT H;

THENCE N89°13'32"E 45.64 FEET ON THE NORTH LINE OF SAID OUTLOT H;

THENCE S00°46'28"E 118.43 FEET ON THE EAST LINE OF SAID OUTLOT H;

THENCE S89°48'35"W 45.63 FEET ON THE SOUTH LINE OF SAID OUTLOT H TO THE POINT OF BEGINNING.

MAY 1, 2022
DATE

NEBRASKA REGISTERED LS-565 LAND SURVEYOR

MICHAEL J. SMITH
NEBRASKA RLS #565

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF LAKEWOOD WEST WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2022. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

BELLEVUE PLANNING COMMISSIONER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF LAKEWOOD WEST WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS _____ DAY OF _____, 2022. APPROVAL OF THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

RUSTY HIKE, MAYOR — SUSAN KLUTHE, CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LAKEWOOD WEST WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 2022.

SARPY COUNTY SURVEYOR/ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, WOODSOMIA LAKEWOOD WEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS, AND ACCESS BANK, A NEBRASKA STATE BANK, BEING THE MORTGAGE HOLDER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS, LOTS AND OUTLOTS TO BE NAMED, NUMBERED AND LETTERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LAKEWOOD WEST, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN HEREON, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A TELECOMMUNICATIONS SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOT IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IS REQUESTED BY THE OWNER.

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTAGES OF ALL LOTS.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS THEREIN GRANTED.

WOODSOMIA LAKEWOOD WEST, LLC,
A NEBRASKA LIMITED LIABILITY COMPANY

BY _____
ANDREW A. SNYDER, MANAGER

ACCESS BANK, A NEBRASKA STATE BANK

BY _____
AMANDA SUDBECK, VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 BY ANDREW A. SNYDER, MANAGER OF WOODSOMIA LAKEWOOD WEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 BY AMANDA SUDBECK, VICE PRESIDENT OF ACCESS BANK, A NEBRASKA STATE BANK ON BEHALF OF SAID BANK.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2022

SARPY COUNTY TREASURER

NOTES:

1. NO DIRECT ACCESS TO S 80TH STREET AND FUTURE SCHRAM ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.
2. ALL EXTERIOR ANGLES ARE 135°00'00" UNLESS NOTED.
3. OUTLOT I WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION

PROPERTY LINE CURVE INFORMATION				
CURVE #	DELTA	LENGTH	TANGENT	RADIUS
A	17°42'49"	453.69	227.78	3050.00'

CENTERLINE CURVE INFORMATION				
CURVE #	DELTA	LENGTH	TANGENT	RADIUS
1	39°05'14"	122.48'	63.23'	200.00'
2	35°43'43"	124.66'	64.43'	200.00'
3	11°22'30"	39.71'	19.92'	200.00'
4	12°00'00"	41.89'	21.02'	200.00'

LEGEND

- ⊗ CORNERS FOUND
- ○ CORNERS SET (5/8" REBAR W/CAP #565)
- R RECORDED DISTANCE
- M MEASURED DISTANCE

LOT	SQUARE FOOTAGES					
LOT 192	17,373	LOT 217	7,707	LOT 242	7,425
LOT 193	13,750	LOT 218	7,703	LOT 243	7,425
LOT 194	11,418	LOT 219	7,699	LOT 244	7,425
LOT 195	8,766	LOT 220	7,697	LOT 245	7,425
LOT 196	7,630	LOT 221	7,734	LOT 246	7,425
LOT 197	7,630	LOT 222	7,898	LOT 247	7,425
LOT 198	8,982	LOT 223	8,560	LOT 248	7,425
LOT 199	8,984	LOT 224	7,804	LOT 249	8,782
LOT 200	7,653	LOT 225	7,548	LOT 250	9,138
LOT 201	7,654	LOT 226	7,373	LOT 251	7,742
LOT 202	7,654	LOT 227	7,282	LOT 252	7,742
LOT 203	7,820	LOT 228	7,258	LOT 253	7,742
LOT 204	7,635	LOT 229	7,178	LOT 254	7,742
LOT 205	7,656	LOT 230	6,988	LOT 255	7,742
LOT 206	7,656	LOT 231	6,988	LOT 256	7,742
LOT 207	8,000	LOT 232	7,808	LOT 257	7,742
LOT 208	7,256	LOT 233	6,818	LOT 258	7,742
LOT 209	7,153	LOT 234	7,003	LOT 259	7,742
LOT 210	9,086	LOT 235	7,088	LOT 260	7,742
LOT 211	13,561	LOT 236	7,173	LOT 261	8,061
LOT 212	8,429	LOT 237	7,208	LOT 262	8,404
LOT 213	7,518	LOT 238	7,824	LOT 263	11,795
LOT 214	7,718	LOT 239	8,040	LOT 264	10,894
LOT 215	7,714	LOT 240	7,425	LOT 265	8,970
LOT 216	7,710	LOT 241	7,425	LOT 266	9,852

BZ06 MINIMUM PLANNING REQUIREMENTS PER (LOTS 192 thru 266)	
FRONT YARD SETBACK	30 FEET
STREET SIDE YARD SETBACK	15 FEET
SIDE YARD SETBACK	5 FEET
REAR YARD SETBACK	25 FEET



TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 f.402.330.5866
td2co.com

LAKEWOOD WEST
LOTS 192 THRU 266 AND OUTLOTS I AND J

N

Revision Dates

No.	Description	MM-DD-YY
1		
2		
3		
4		

Job No.: B2069-133B
Drawn By: RJR
Reviewed By: MJS
Date: MAY 1, 2022
Book: 22/09
Page: 24

Sheet Title

CITY OF BELLEVUE
FINAL PLAT

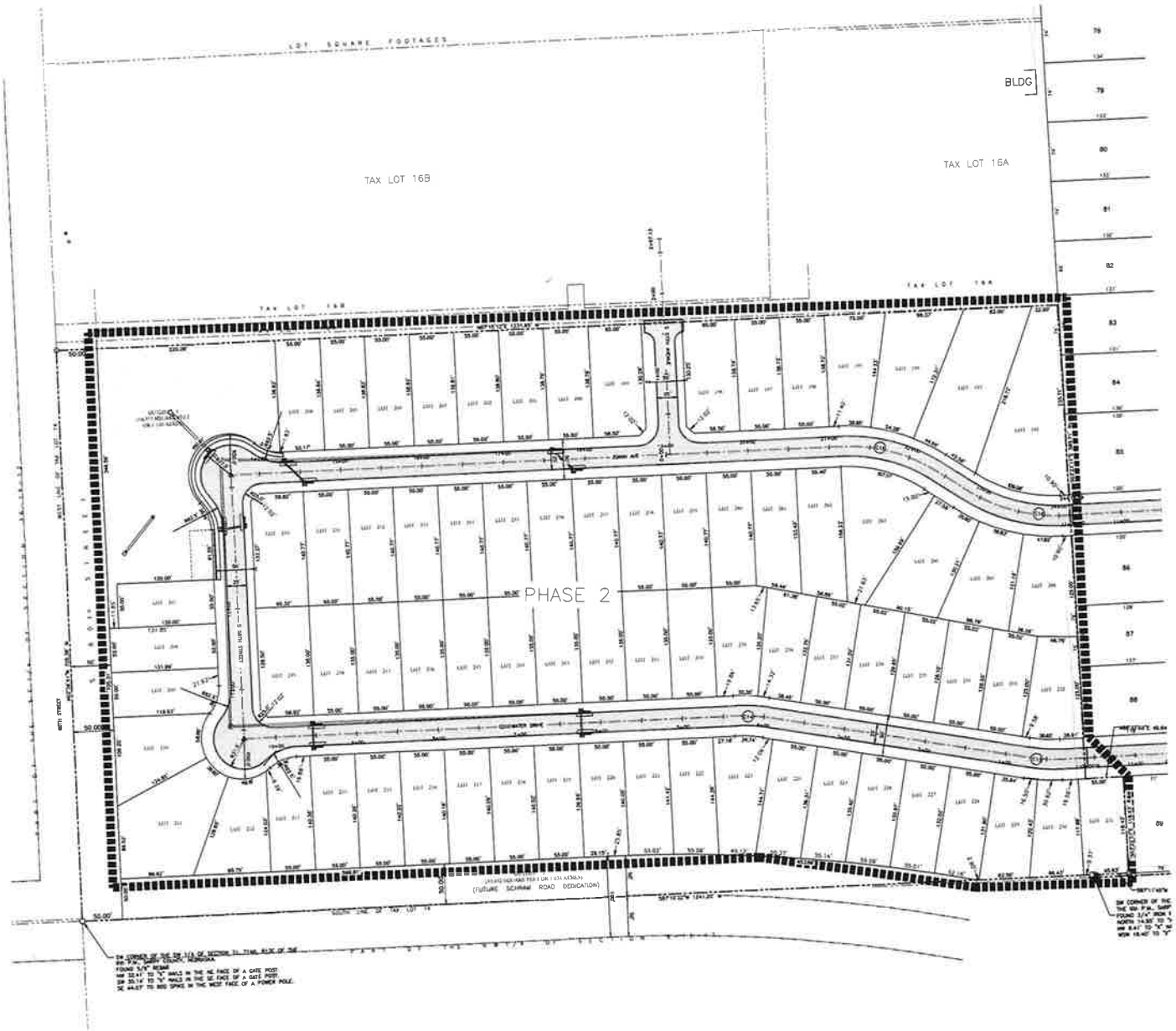
Sheet Number

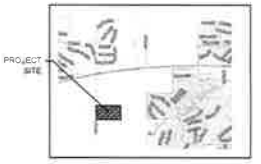
SHEET 1 OF 1

LAKEWOOD WEST

LOTS 192 THROUGH 266 AND OUTLOT I

SARPY COUNTY, NEBRASKA





VICINITY MAP

N

SUBDIVIDER

WOODSONIA LAKEWOOD WEST LLC
20910 MAMERSTOWN STREET
ELKHORN, NE 68022

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOTS 192 THROUGH 266 AND OUTLOT I, BEING A PLATTING OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND A REPLATTING OF OUTLOT N, LAKEWOOD WEST, A SUBDIVISION AS PLATTED IN SARPY COUNTY, NE.

NOTES

1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOTS 192 THROUGH 266, AND OUTLOT I ARE RC-SD.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE INDICATED WITH THE FINAL PLAT.
6. PARKLAND FOR ALL STREETS FRONTING RESIDENTIAL LOTS WILL BE 25' FROM THE BACK OF CURB. AMENDMENT.
7. OUTLOT I WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.
8. NO VEHICULAR ACCESS WILL BE ALLOWED BY ANY LOTS OR OUTLOTS TO S 96TH STREET OR A FUTURE SCHRAM ROAD.

N

Curve Table: Alignments				
CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C13	250.00'	41.82'	1° 55' 19"	20.94'
C14	250.00'	39.59'	1° 27' 05"	19.81'
C15	200.00'	103.46'	29° 38' 14"	52.83'
C16	200.00'	124.94'	35° 47' 18"	64.52'

LEGEND

- PROPOSED 7" Pavement
- PROPOSED SIDEWALK
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SEWER EASEMENT
- PHASE LINE

TD2 engineering & surveying

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

Lakewood West
Phase 2

Woodsonia
Lakewood West
LLC

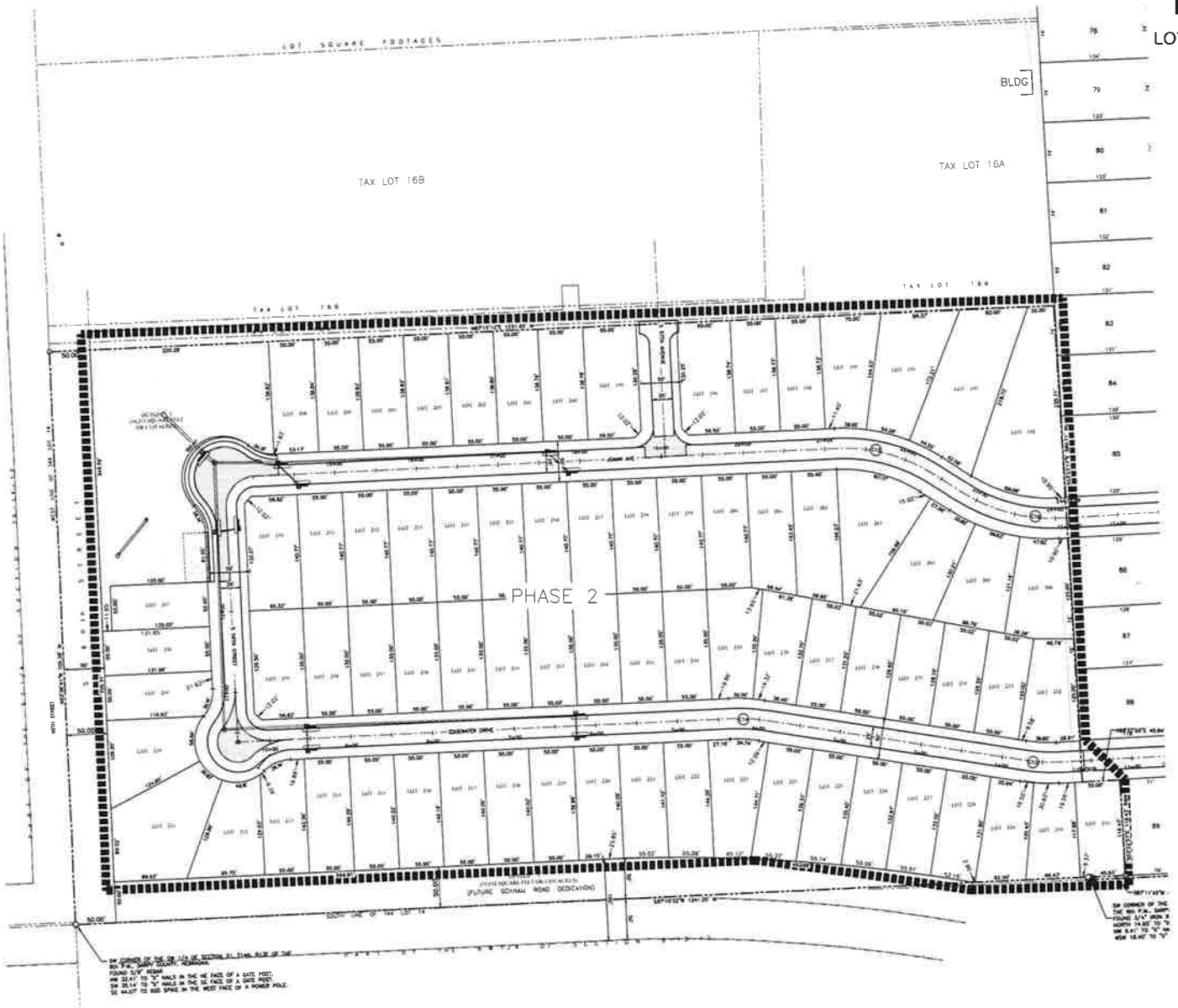
Drawn By CNC Reviewed By MEM
Job No 2069-133 Date 4-19-22

Paving Plan

Exhibit B

LAKEWOOD WEST

LOTS 192 THROUGH 266 AND OUTLOT I
SARPY COUNTY, NEBRASKA





VICINITY MAP

SUBDIVIDER

WOODSONIA LAKEWOOD WEST LLC
20310 WAVERLY STREET
ELKHORN, NE 68022

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOTS 192 THROUGH 266 AND OUTLOT I, BEING A PLATTING OF THE NW 1/4 OF THE NE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND A REPLATTING OF OUTLOT H, LAKEWOOD WEST, A SUBDIVISION AS PLATTED IN SARPY COUNTY, NE.

NOTES

1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOTS 192 THROUGH 266, AND OUTLOT I ARE RD-5U.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
6. PAVEMENT FOR ALL STREETS FRONTING RESIDENTIAL LOTS WILL BE 27' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. OUTLOT I WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.
8. NO VEHICULAR ACCESS WILL BE ALLOWED BY ANY LOTS OR OUTLOTS TO S 80TH STREET OR A FUTURE SCHRAM ROAD

LEGEND

- PROPOSED GENERAL OBLIGATION PAVEMENT
- PROPOSED GENERAL OBLIGATION SIDEWALK
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SEWER EASEMENT
- PHASE LINE

Curve Table: Alignments

CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C13	200.00'	41.82'	11° 58' 19"	20.98'
C14	200.00'	39.99'	11° 27' 56"	16.81'
C15	200.00'	123.46'	35° 22' 14"	63.53'
C16	200.00'	124.46'	35° 39' 19"	64.32'

TD2 engineering & surveying

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

Lakewood West
Phase 2

Woodsonia
Lakewood West
LLC

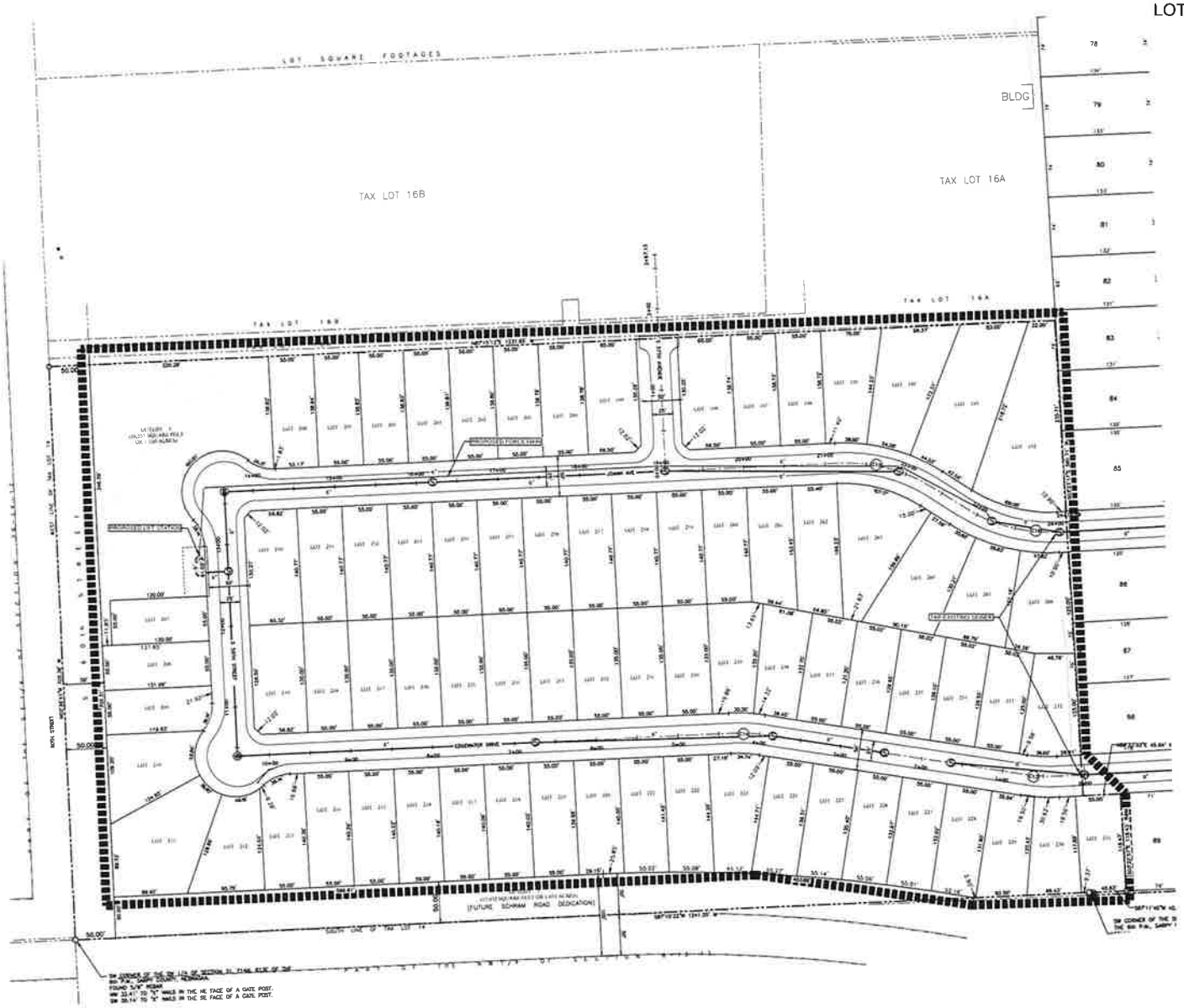
Drawn By: CNC Reviewed By: MEM
Job No: 2069-133 Date: 4-19-22

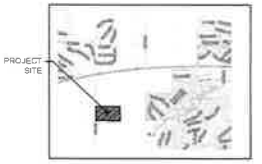
General Obligation
Paving Plan

Exhibit B-1

LAKEWOOD WEST

LOTS 192 THROUGH 266 AND OUTLOT I
SARPY COUNTY, NEBRASKA





VICINITY MAP

SUBDIVIDER
WOODSONIA LAKEWOOD WEST LLC
2301 S MANDERSON STREET
ELKHORN, NE 68022

ENGINEER
THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION
LOTS 192 THROUGH 266 AND OUTLOT I, BEING A PLATTING OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND A REPLATTING OF OUTLOT 16, LAKEWOOD WEST, A SUBDIVISION AS PLATTED IN SARPY COUNTY, NE.

NOTES
1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOTS 192 THROUGH 266, AND OUTLOT I ARE SID-HDC.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DESIGNATED WITH THE FINAL PLAT.
6. PAVEMENT FOR ALL STREETS FRONTING RESIDENTIAL LOTS WILL BE 25' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. OUTLOT I WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.
8. NO VEHICULAR ACCESS WILL BE ALLOWED BY ANY LOTS OR OUTLOTS TO S 80TH STREET OR A FUTURE SCHRAM ROAD

LEGEND
- PROPOSED SANITARY SEWER
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SEWER EASEMENT
- PHASE LINE

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402 330 8860 www.td2co.com

Lakewood West
Phase 2

Woodsonia
Lakewood West
LLC

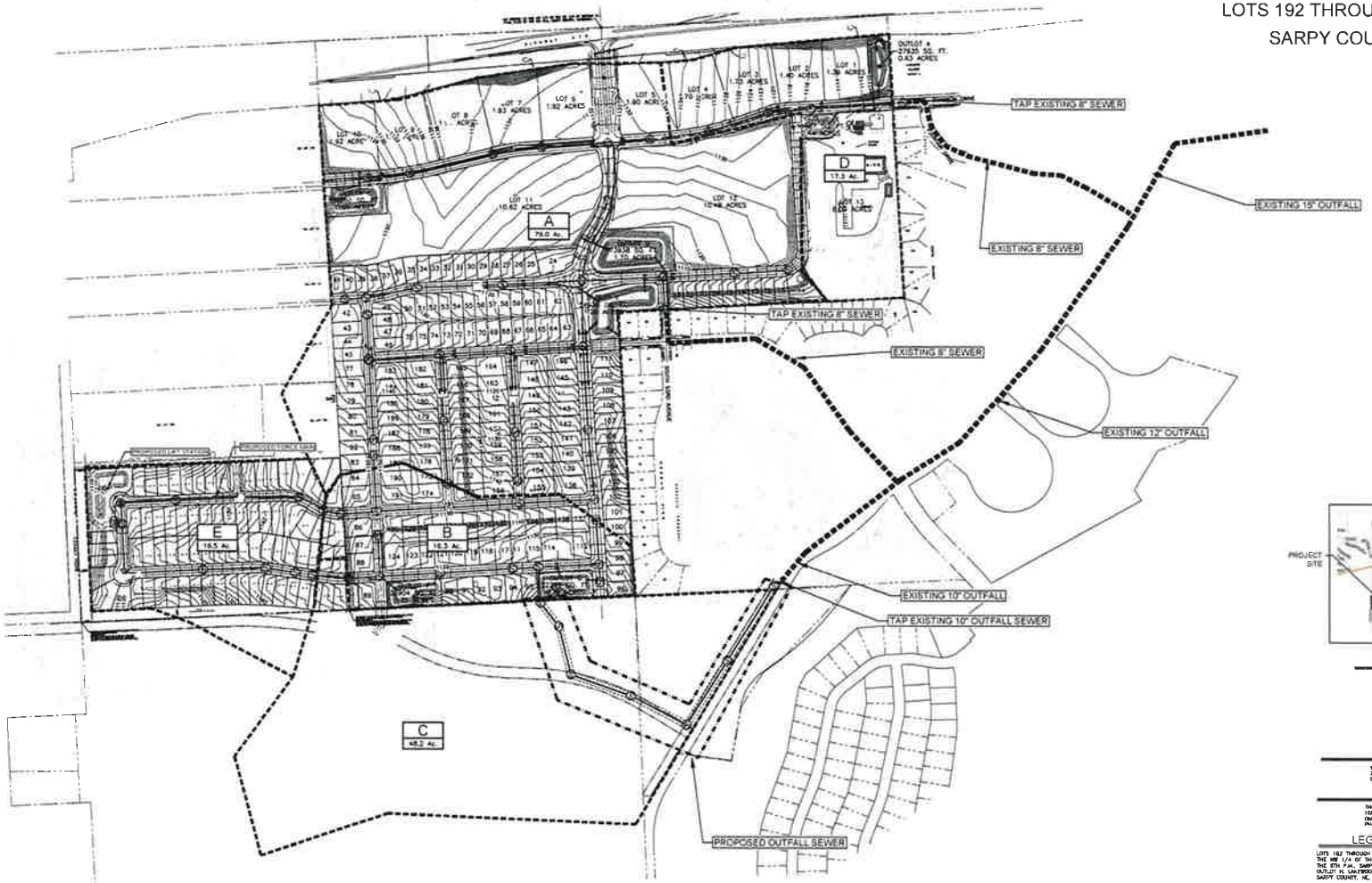
Drawn By CNC Reviewed By MEM
Job No 2089-133 Date 4-19-22

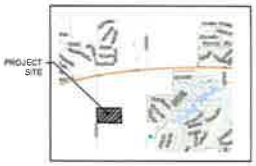
Sanitary Sewer
Plan

Exhibit C

LAKEWOOD WEST

LOTS 192 THROUGH 266 AND OUTLOT I
SARPY COUNTY, NEBRASKA





VICINITY MAP

SUBDIVIDER

WOODSONIA LAKEWOOD WEST LLC
20010 MANDERSON STREET
ELKHORN, NE 68022

ENGINEER

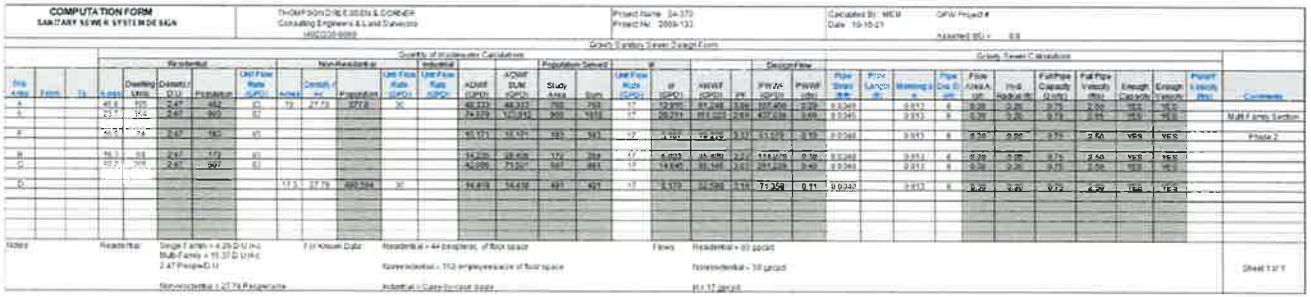
THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOTS 192 THROUGH 266 AND OUTLOT I, BEING A PLATTING OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND A REPLATTING OF OUTLOT H, LAKEWOOD WEST, A SUBDIVISION AS PLATTED IN SARPY COUNTY, NE.

NOTES

1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOTS 192 THROUGH 266, AND OUTLOT I ARE RG-SG.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
6. PAVEMENT FOR ALL STREETS FRONTING RESIDENTIAL LOTS WILL BE 25' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. OUTLOT I INC., BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.
8. NO VEHICULAR ACCESS WILL BE ALLOWED BY ANY LOTS OR OUTLOTS TO S 60TH STREET OR A FUTURE SCHRAM ROAD



COMPUTATION FORM
SANITARY SEWER SYSTEM DESIGN

THOMPSON DREESSEN & DORNER
Consulting Engineers & Land Surveyors

Project Name: (w.373)
Project No: 2069-133

Calculated By: MEM
Date: 10-15-21

Gravity Sanitary Sewer Design Form

Quantity of Wastewater Calculations

Gravity Sewer Calculations

Line Area	From	To	Acres	Residential: Dwelling Units	Residential: Density D.U.	Residential: Population	Residential: Unit Flow Rate (GPD)	Non-Residential: Density #	Non-Residential: Acres	Non-Residential: Population	Non-Residential: Unit Flow Rate (GPD)	Industrial: Unit Flow Rate (GPD)	ADWF (GPD)	AOWF SUM (GPD)	Study Area	Sum	Population Served: Unit Flow Rate (GPD)	#	PF	AWWF (GPD)	PF	PWWF (GPD)	Design Flow	Pipe Slope	Pipe Length	Manning n	Pipe Dia.	Flow Area A	Full Pipe Capacity	Full Pipe Velocity	Enough Capacity	Enough Velocity	Comments
A			46.8	105	2.47	462	70	13	27.73	972.8	2K		46,333	46,333	760	760	17	12,920	3.66	47,400	3.66	47,400	0.0261		0.013	8	0.35	3.85	0.75	2.50	YES	YES	
A			23.7	104	2.47	360	70						74,529	120,862	500	1260	17	20,231	3.63	427,634	3.63	427,634	0.0340		0.013	8	0.35	3.85	0.75	2.44	YES	YES		Multi Family Section
F			10.3	74	2.47	183	70						50,171	50,171	193	193	17	4,197	3.77	54,126	3.77	54,126	0.0150		0.013	8	0.35	3.85	0.75	2.50	YES	YES		Phase 2
B			16.3	66	2.47	172	70						54,236	58,636	172	364	17	4,903	3.75	59,539	3.75	59,539	0.0169		0.013	8	0.35	3.85	0.75	2.50	YES	YES		
C			48.2	205	2.47	507	70						42,006	71,507	507	871	17	14,647	3.62	261,205	3.62	261,205	0.0149		0.013	8	0.35	3.85	0.75	2.50	YES	YES		
D			17.3	77.79	450.504	2K							14,618	14,618	491	491	17	8,179	3.74	71,358	3.74	71,358	0.11	0.0340	0.013	8	0.22	3.85	0.72	4.29	YES	YES		

Notes: Residential: Single Family = 4.25 D.U./ac.; Multi-Family = 15.37 D.U./ac.; 2.47 People/D.U.; Non-residential = 27.74 People/acre. For Known Data: Residential = 44 people/ac. of floor space; Non-residential = 150 employees/acre of floor space; Industrial = Case-by-case basis. Flows: Residential = 70 gpcpd; Non-residential = 50 gpcpd; I/I = 17 gpcpd.

Sheet 1 of 1

TD2 engineering & surveying

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

Lakewood West
Phase 2

Woodsonia Real Estate Lakewood West LLC

Drawn By: CNC Reviewed By: MEM
Job No. 2069-133 Date: 4.19.22

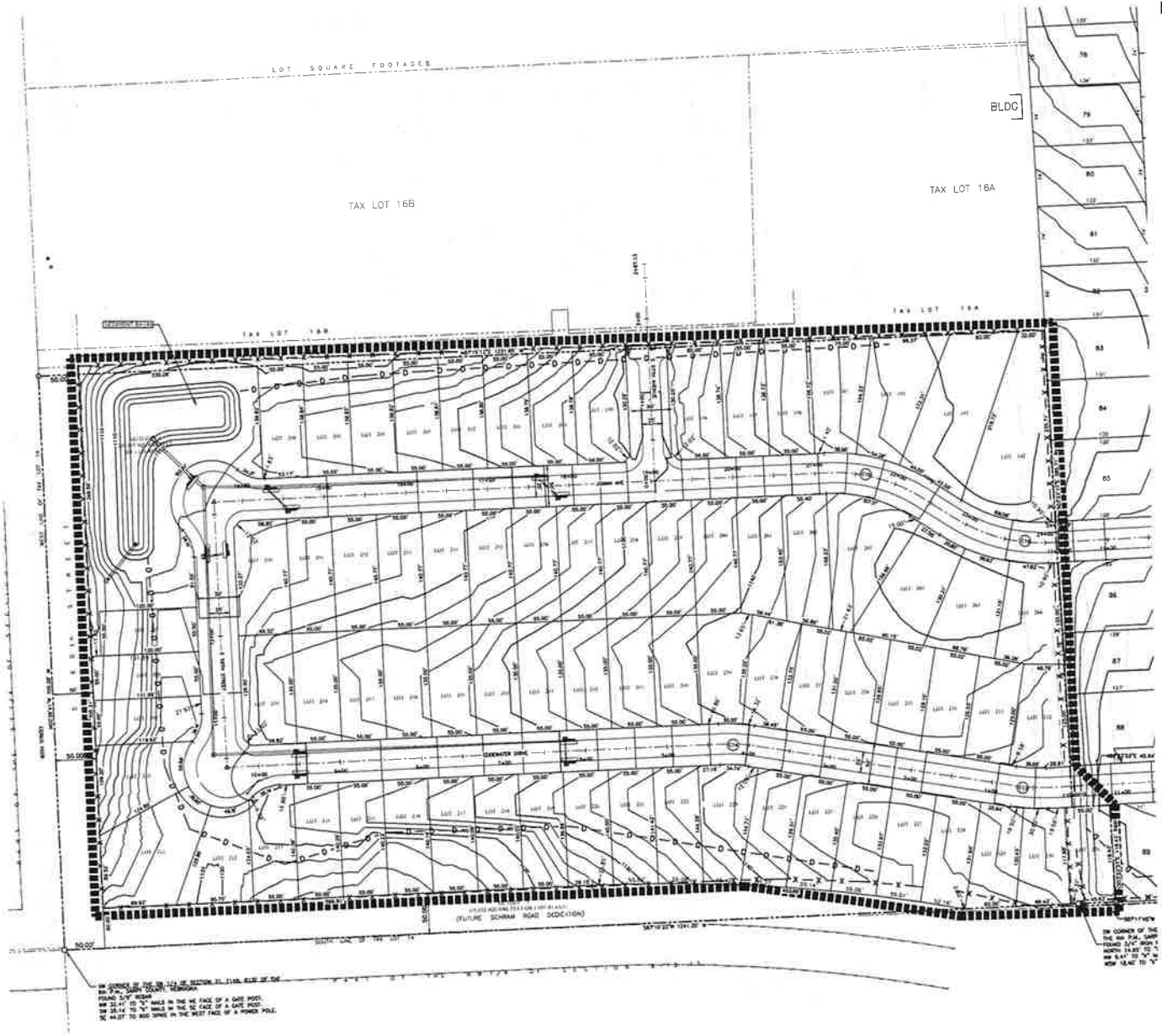
Sanitary Sewer Calculations

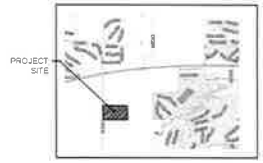
Exhibit C-1

LAKEWOOD WEST

LOTS 192 THROUGH 266 AND OUTLOT I

SARPY COUNTY, NEBRASKA





VICINITY MAP

N

SUBDIVIDER

WOODSONIA LAKEWOOD WEST LLC
20010 HAMPERSON STREET
ELKHORN, NE 68022

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOTS 192 THROUGH 266 AND OUTLOT I, BEING A PLATTING OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND A REPLATTING OF OUTLOT H, LAKEWOOD WEST, A SUBDIVISION AS PLATTED IN SARPY COUNTY, NE.

NOTES

1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOTS 192 THROUGH 266, AND OUTLOT I ARE RC-50.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DESIGNATED WITH THE FINAL PLAT.
6. PAVEMENT FOR ALL STREETS FRONTING RESIDENTIAL LOTS WILL BE 25' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. OUTLOT I WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.
8. NO VEHICULAR ACCESS WILL BE ALLOWED BY ANY LOTS OR OUTLOTS TO S 60TH STREET OR A FUTURE SCHRAM ROAD

N

LEGEND

EXISTING CONTOURS
PROPOSED CONTOURS
SILT FENCE
DIVERSION BERM
PHASE LINE

TD2 engineering & surveying

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

Lakewood West
Phase 2

Woodsonia
Lakewood West
LLC

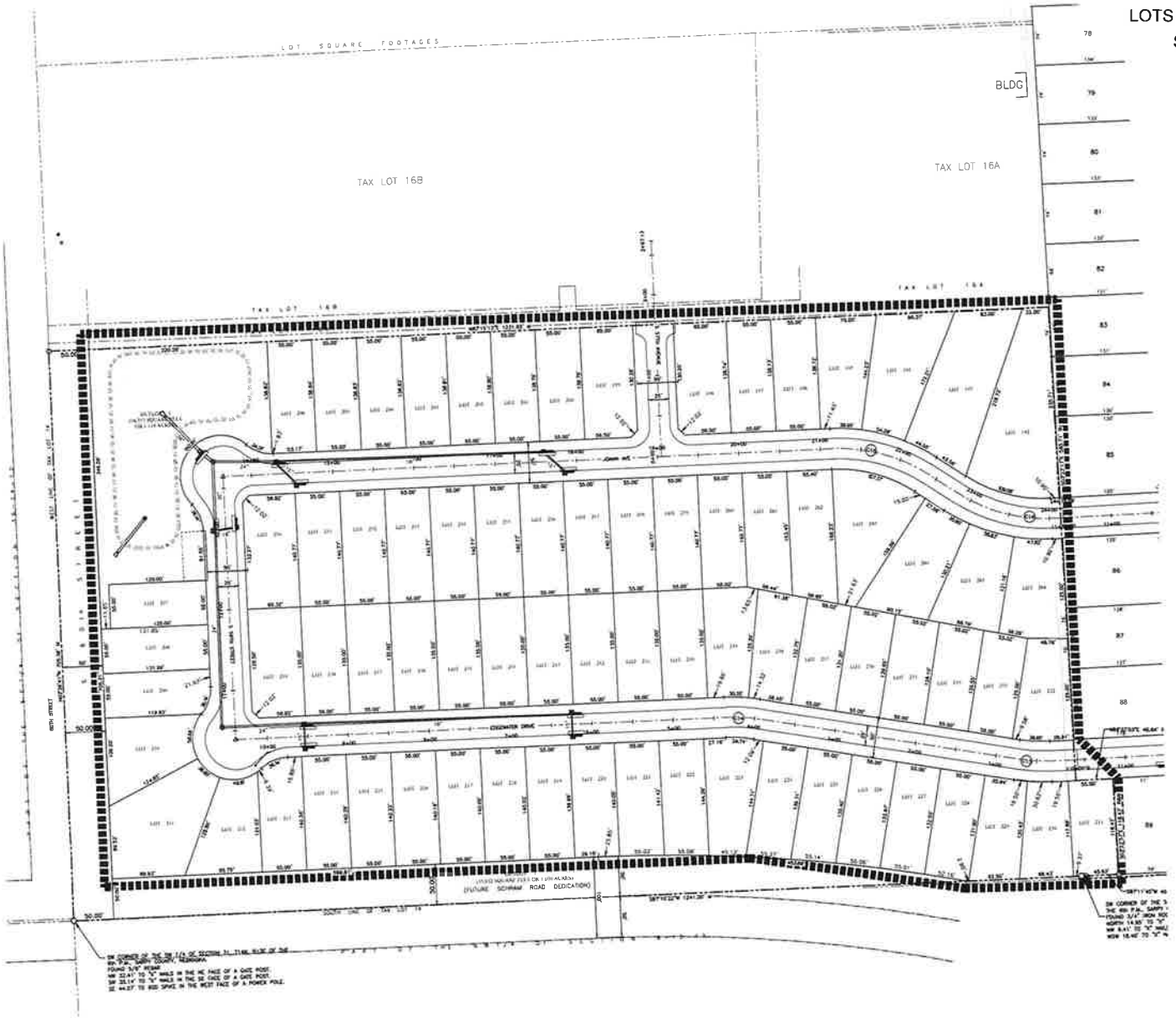
Drawn By CNC Reviewed By MEM
Job No 2069-133 Date 4-19-22

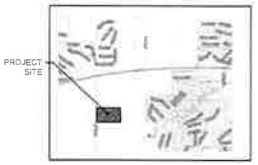
Sediment and
Erosion Control
Plan

Exhibit E

LAKEWOOD WEST

LOTS 192 THROUGH 266 AND OUTLOT I
SARPY COUNTY, NEBRASKA





VICINITY MAP

N

SUBDIVIDER

WOODSONIA LAKEWOOD WEST LLC
20710 MAGERSON STREET
ELKHORN, NE 68022

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOTS 192 THROUGH 266 AND OUTLOT I, BEING A PLATTING OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND A REPLATTING OF OUTLOT H, LAKEWOOD WEST, A SUBDIVISION AS PLATTED IN SARPY COUNTY, NE.

NOTES

1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOTS 192 THROUGH 266, AND OUTLOT I ARE RG-3500.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
6. PAVEMENT FOR ALL STREETS FRONTING RESIDENTIAL LOTS WILL BE 33' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. OUTLOT I WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.
8. NO VEHICULAR ACCESS WILL BE ALLOWED BY ANY LOTS OR OUTLOTS TO S 168TH STREET OR A FUTURE SCHRAM ROAD

N

LEGEND

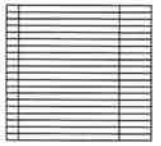
- PROPOSED STORM SEWER
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SEWER EASEMENT
- PHASE LINE

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402 330 8860 www.td2co.com

Lakewood West
Phase 2

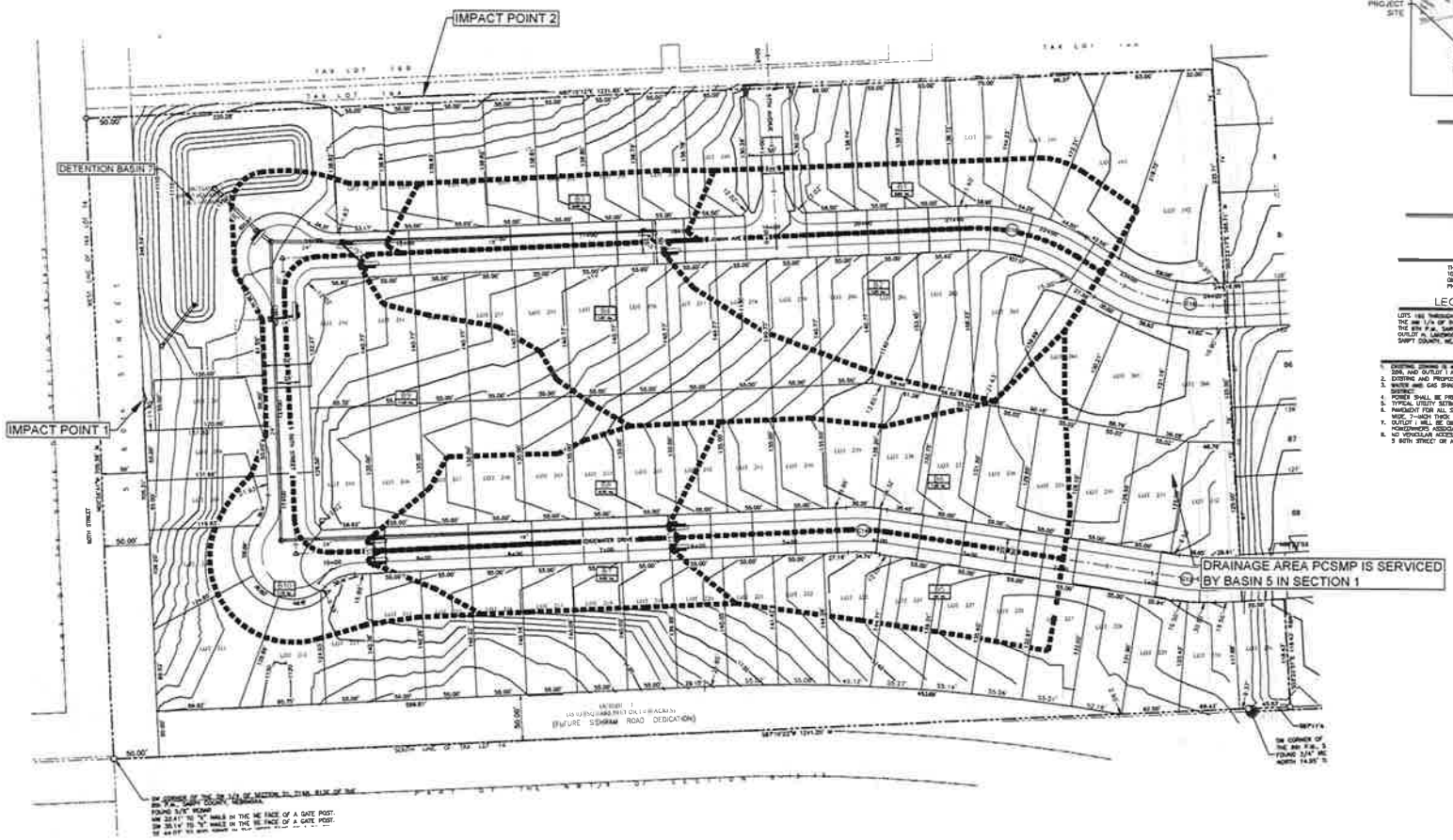
Woodsonia
Lakewood West
LLC

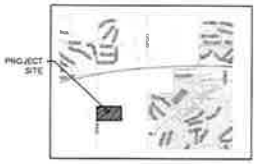


Drawn By CNC Reviewed By MEM
Job No 2089-133 Date 6-19-22

Storm Sewer Plan

Exhibit F





VICINITY MAP

N

SUBDIVIDER

ENGINEER

LEGAL DESCRIPTION

NOTES

1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOTS 192 THROUGH 206, AND OUTLOT 1 ARE, RD-50
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
6. PAVEMENT FOR ALL STREETS FRONTING RESIDENTIAL LOTS WILL BE 26' WIDE, 7"-INCH THICK P.C.C. PAVEMENT.
7. OUTLOT 1 WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.
8. NO VEHICULAR ACCESS WILL BE ALLOWED BY ANY LOTS OR OUTLOTS TO S 84TH STREET OR A FUTURE SCHRAM ROAD

N

COMPUTATION FORM
STORM DRAINAGE SYSTEM DESIGN
BY THE RATIONAL METHOD

THOMPSON DREESSEN & DORNER
Consulting Engineers & Land Surveyors
Omaha, NE 68154 (402)330-8860

Calculated By CNC
Date 2-2-22
Checked By MEM

Preliminary x
Final Design

Drainage Area
Project No 2069-133
Design Storm 10-yr

Location	Conveyance						Direct Runoff						Core Values		Travel Time (Sewers Design)						Total Runoff					
	From MH	To	WS or No	O F L	WC Type	S %	W feet	Th n	I min/hr	A Ac	C	C*A Ac	Tap	Size inch	Slope per	Slope W des %	Slope S des %	Cap (all) cfs	Lgth ft	t min	TOC min	I in/hr	Comp C	Total A Ac	Dsn Q cfs	Remarks
101								50	1	8.62	0.62	2.5632		18	0.17	1.00	5.28	8.4781	20	3.00	50	7.1	0.63	9.60	2.95	
102								1	6.8	8.73	0.62	3.96		18	0.31	4.00	11.3	21.9548	430	3.63	50.3	7	0.63	9.73	3.00	
103								1	6.8	8.67	0.64	3.7799		18	0.24	1.00	5.28	8.4781	20	3.00	0	6.8	0.64	9.67	3.79	
104								1	6.8	2.17	0.58	11.2086		24	0.42	2.00	10.2	32.6572	326	3.17	50.3	6.5	0.61	4.12	14.76	
104A														24	0.41	1.50	8.81	27.775	60	3.12	10.3	6.4	0.61	4.12	15.1	
105								50	1	9.64	0.62	2.8956		18	0.19	1.00	5.66	7.9299	50	3.13	50	7.1	0.63	9.64	2.87	
106								1	6.8	1.19	0.61	8.2748		18	0.54	4.00	11.3	21.2548	200	2.50	10.3	7	0.61	1.80	7.79	
107								1	6.8	8.68	0.61	3.7972		18	0.35	1.50	6.86	13.0799	50	3.11	0	6.8	0.61	9.68	3.75	
108								1	6.8	9.50	0.61	3.5736		24	0.79	3.50	11.4	35.9671	190	3.11	50.7	6.5	0.61	9.68	14.16	
109														24	0.38	2.50	10.1	31.9360	190	3.10	50.7	6.5	0.62	3.68	11.54	
110								1	6.8	1.48	0.61	7.7548		18	0.10	1.00	5.66	10.4374	24	3.07	0	6.8	0.60	1.48	7.75	
110A								1	6.8	1.19	0.62	8.6223		30	0.33	0.50	4.60	39.5771	36	2.92	11	6.3	0.61	1.81	11.67	
111														30	0.87	5.00	20.1	123.30	160	0.93	11.3	4.1	0.61	10.24	38.21	

Drawn By CNC Reviewed By MEM
Job No 2069-133 Date 4-19-22

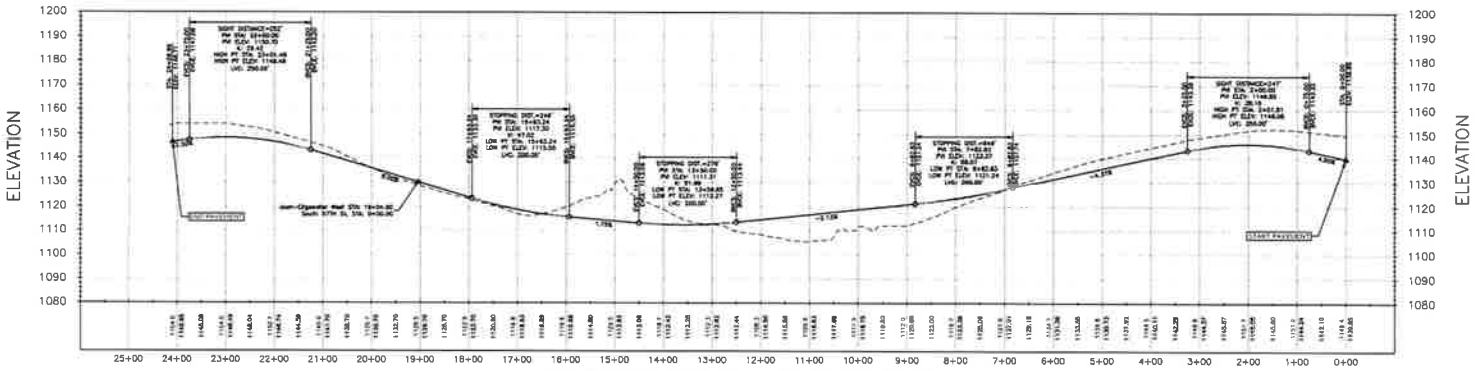
TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

Lakewood West
Phase 2

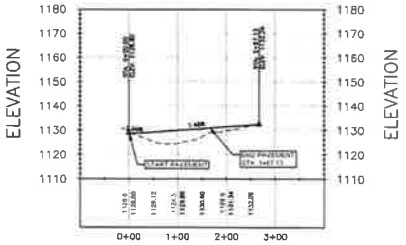
Woodsonia
Lakewood West
LLC

Post Construction
Stormwater
Management Plan

Exhibit F-1



Joan–Edgewater West STA: −1+00 TO STA: 26+00



South 57TH St. STA: −1+00 TO STA: 4+00

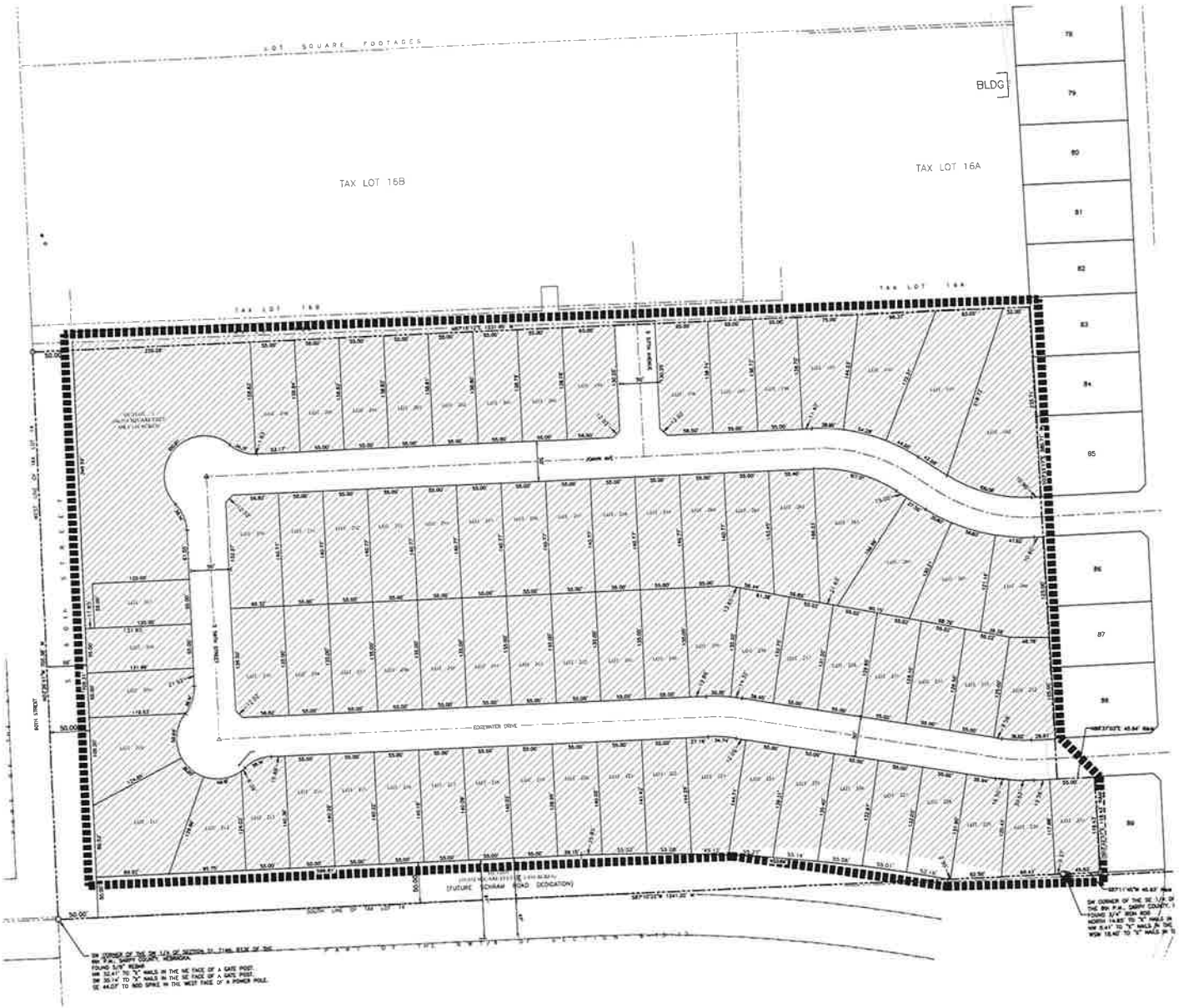
TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

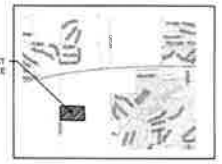
Lakewood West
Phase 2

Woodsonia
Lakewood West
LLC

Drawn By CNC Reviewed By MEM
Job No 2069-133 Date 4-19-22

Profiles





VICINITY MAP

SUBDIVIDER

WOODSONIA REAL ESTATE, INC.
20810 HAMDERSON STREET
ELKHORN, NE 68022

SUBDIVIDER

WOODSONIA REAL ESTATE, INC.
20810 HAMDERSON STREET
ELKHORN, NE 68022

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE 402-330-8860

LEGAL DESCRIPTION

LOTS 192 THROUGH 266 AND OUTLOT 1, BEING A PLATTING OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND A REPLATTING OF OUTLOT 11, LAKEWOOD WEST, A SUBDIVISION AS PLATTED IN SARPY COUNTY, NE.

NOTES

1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOTS 192 THROUGH 266, AND OUTLOT 1 ARE RG-50.
2. CONTOUR AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
6. PAVEMENT FOR ALL STREETS FRONTING RESIDENTIAL LOTS WILL BE 25' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. OUTLOT 1 WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.
8. NO VEHICULAR ACCESS WILL BE ALLOWED BY ANY LOTS OR OUTLOTS TO S 80TH STREET OR A FUTURE NORMAN ROAD.

LEGEND

RG-50 ZONING

SUBDIVISION SUMMARY				
TYPE	ZONING	LOTS	Lot Numbers	ACRES
Residential	RG-50	75	Lots 192-266, & Outlot 1	15.07
ROW				3.07
Total		75		18.14

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

Lakewood West
Phase 2

Woodsonia
Lakewood West
LLC

Drawn By CNC Reviewed By MEM
Job No 2069-132 Date 4-19-22

Zoning Map

LAKEWOOD WEST

LOTS 1 THROUGH 266 AND
OUTLOTS A THROUGH G, AND I
SARPY COUNTY, NEBRASKA

VICINITY MAP

SUBDIVIDER

WOODSONIA LAKEWOOD WEST LLC
20810 MANDERSON STREET
ELKHORN, NE 68022

ENGINEER

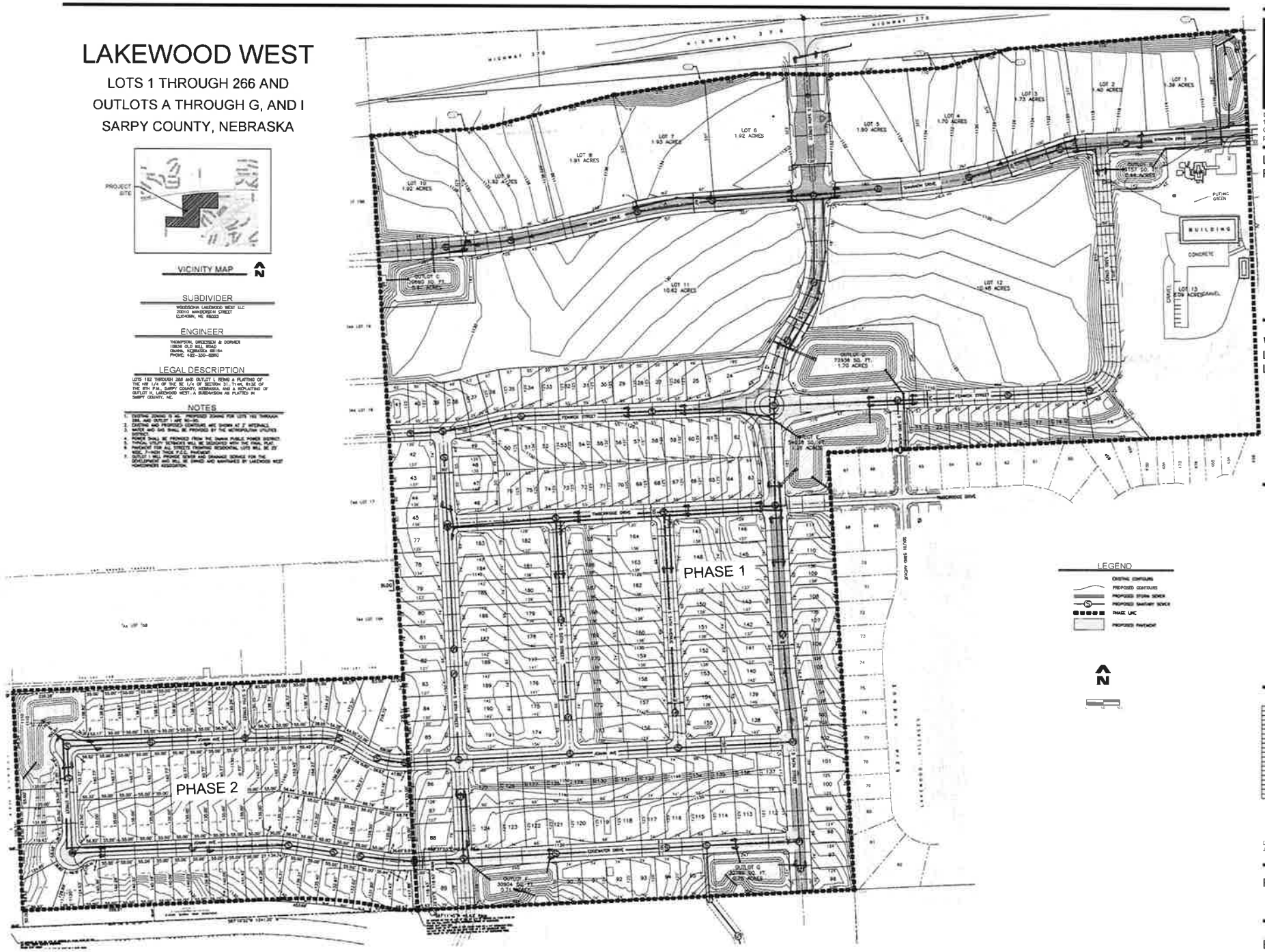
THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOTS 152 THROUGH 266 AND OUTLOT I, BEING A PLATTING OF THE NW 1/4 OF THE NE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND A REPLATTING OF OUTLOT H, LAKEWOOD WEST - A SUBDIVISION AS PLATTED IN SARPY COUNTY, NE.

NOTES

1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOTS 152 THROUGH 266, AND OUTLOT I ARE RC-95.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DESIGNATED WITH THE FINAL PLAT.
6. PAVEMENT FOR ALL STREETS FRONTING RESIDENTIAL LOTS WILL BE 25' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. OUTLOT I WILL PROVIDE SEWER AND DRAINAGE SERVICE FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY LAKEWOOD WEST HOMEOWNERS ASSOCIATION.



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

Lakewood West
Phase 2

Woodsonia
Lakewood West
LLC

Drawn By CNC Reviewed By MEM
Job No 2069-133 Date 4-19-22

Phase Plan

Exhibit G

14b.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY: Tammi Palm		Planning Manager		
AGENDA ITEM:	CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to approve the Fiscal Year 2023-2028 Capital Improvement Plan. Applicant: City of Bellevue.

SYNPOSIS/BACKGROUND:

The CIP is being done in conjunction with the current budget. The first year of the CIP corresponds with the proposed annual budget. For FY 2023, the proposed Capital Projects total $30,216,600 with $22,912,600 being funded by the City and $7,304,000 being funded from outside sources. The total cost of all projects shown in the CIP is $315,343,275 with $259,661,475 being funded by the City and $54,681,800 coming from outside sources.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department is recommending approval of the CIP. The Planning Commission recommended approval of the CIP as presented, to include LB840 funding of $750,000 each year of the plan. (The attached CIP document reflects this amendment.)

ATTACHMENTS:

1. PC Recommendation Sheet	2. Planning Department Memo	3. Fiscal Year 2023-2028 Capital Improvement Plan
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bryan Robles

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 172

CITY COUNCIL HEARING DATE: August 16, 2022

REQUEST: to approve the 2023-2028 Capital Improvement Plan.

On July 28, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL of the 2023-2028 City of Bellevue Capital Improvement Plan as presented, to include LB840 funding of $750,000 each year of the plan.

VOTE:

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

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

MEMORANDUM

TO: City Council
FROM: Angela Curry, Assistant Planning Manager
DATE: August 9, 2022
SUBJECT: Proposed FY 2023-2028 City of Bellevue Capital Improvement Plan

Attached for your review is the proposed City of Bellevue Capital Improvement Plan for Fiscal Years 2023 through 2028.

As with past CIPs, the document lists projects by department for each of the years of the plan. For each project, the total cost is shown along with any outside funding sources and the amount of the funding. The source of City funding is the General Fund, unless otherwise shown. For projects beyond the upcoming annual budget, the funding sources are shown where they have been identified. The total for each department, as well as the yearly total is also included. Following the list of projects and costs is a list of the projects with a brief description.

The first year of the CIP corresponds with the proposed annual budget. For FY 2023 the proposed Capital Projects total is $30,216,600 with $22,912,600 being funded by the City and $7,304,000 being funded from outside sources. For FY 2024, the proposed Capital Projects total $63,144,250 with $55,468,950 being funded by the City and $6,675,300 being funded from outside sources. The total cost of all capital projects shown in the CIP is $315,343,275 with $259,661,475 being funded by the City and $54,681,800 coming from outside sources.

The CIP includes several major future projects. Major projects include a Library Renovation ($5,200,000), MUD water main extension ($7,050,000), and Wastewater South Lift Station Flood Recovery improvements ($2,300,000). Significant road improvement projects within the plan include the continuation of Phase I 36th Street - Highway 370 to Sheridan Road ($5,500,00), and the start of Phase II 36th Street - Sheridan Road to Platteview Road right-of-way improvements ($1,320,000).

Funding for the upcoming fiscal year includes an allocation of $750,000 for projects within the designated LB 840 area. This amount is carried over into each year of the plan.

Attached are the proposed fical year 2023-2028 Capital Improvement Plan (CIP) spreadsheets showing current projected expenditures.

MEMORANDUM

EXPENDITURES BY DEPARTMENT BY YEAR (Amended 8/1/2022)

City Council

DEPARTMENT	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	TOTAL
Administrative Services	130,000	156,000	-	-	-		286,000
Building Maintenance	120,000		-	-	-		120,000
Cemetery	-	-	-	-	-		-
Code Enforcement	-	34,000	-	-	-		34,000
Fire	1,043,750	1,685,000	485,000	171,000	1,010,000	1,165,000	5,559,750
Fleet Maintenance	-	55,000	176,175	-	-		231,175
Information Technology(IT)	-	-	-	-	-		-
Library	1,500,000	3,200,000	250,000	250,000	-		5,200,000
Non Departmental	-						-
Parks	251,600	3,135,000	-	-	-		3,386,600
Permits & Inspections	50,000	180,000	243,000	-	-		473,000
Police	25,000	675,000	580,000	500,000	900,000	620,000	3,300,000
Public Works	2,000,000	23,880,000	1,920,000	2,500,000	28,750,000	28,750,000	87,800,000
Recreation	-	-	-	-	-		-
Streets	16,756,250	25,154,250	49,300,000	40,401,500	26,216,500	33,314,250	191,142,750
Wastewater	7,590,000	4,240,000	845,000	320,000	315,000		13,310,000
Economic Development	750,000	750,000	750,000	750,000	750,000	750,000	4,500,000
TOTAL	**30,216,600**	**63,144,250**	**54,549,175**	**44,892,500**	**57,941,500**	**64,599,250**	**315,343,275**
City funding	**22,912,600**	**55,468,950**	**36,136,675**	**25,802,500**	**54,741,500**	**64,599,250**	**259,661,475**
Funding from others	**7,304,000**	**6,675,300**	**18,412,500**	**19,090,000**	**3,200,000**	-	**54,681,800**

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

MEMORANDUM

PROJECTS BY YEAR

City Council

FISCAL YEAR 2023

DEPARTMENT/PROJECT		TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES	Bond
Administrative Services						
AS 23(1) HS Mini Bus Replacement (Vans) (2)		130,000	26,000	104,000		
	Total	130,000	26,000	104,000		
Building Maintenance						
BM 23(1) BFD District 3		120,000	120,000	-		
	Total	120,000	120,000	-		
Cemetery						
No capital projects this fiscal year.		-	-	-		
	Total	-	-	-		
Code Enforcement						
No capital projects this fiscal year.		-	-	-		
	Total	-	-	-		
Economic Development						
ED 23(1) LB 840 Infrastructure improvements		750,000	750,000	-	Community Betterment	
	Total	750,000	750,000	-		
Fire						
FI 23 (1) Replace Engine 21		212,500	212,500	-	25% Down Payment on $850,000	

FI 23(2) Replace Medic 1	81,250	81,250		25% Down Payment on $325,000
FI 23(3) Replace SCBA	750,000	750,000		
Total	1,043,750	1,043,750	-	

Fleet

No capital projects this fiscal year.			-
	-	-	-
Total	-	-	-

Information Technology (IT)

No capital projects this fiscal year.	-	-	-
Total	-	-	-

Library

LI 23(1) Library Renovation - 2206 Longo Drive	1,500,000	1,500,000	-
Total	1,500,000	1,500,000	-

Parks

PK 23(1) Bike/Hike Trail Renovations	100,000	100,000	
PK 23(2) New Playground Equipment	55,000	55,000	-
PK 23(3) Vehicles and Equipment	96,600	96,600	
Total	251,600	251,600	-

Permits & Inspections

PI 23(1) 2022 Chevy Colorado Extended Cab 4x4 Truck	50,000	50,000	
Total	50,000	50,000	-

Police

PO 23(1) Technology Update	25,000	25,000	-	
Total	25,000	25,000	-	

Public Works

PW 23(2) MUD Watermain Extension (WP1871)	2,000,000	2,000,000	-	ARPA Fund Usage
			-	
Total	2,000,000	2,000,000	-	

Recreation

No capital projects this fiscal year.	-	-	-	
Total	-	-	-	

Streets

ST 23(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	610,000	610,000	-	AC Funding
ST 23(2) 2023 Concrete Projects	1,610,000	1,610,000	-	See Detail Listing
ST 23(3) 2023 Overlay Projects	1,045,000	870,000	175,000	See Detail Listing
ST 23(4) 2023 Reconstruction Projects	1,886,250	1,236,250	650,000	See Detail Listing
ST 23(5) South 36th Street	7,050,000	1,410,000	5,640,000	NDOT 80% cost share
ST 23(6) Bridge Repairs	1,975,000	1,535,000	440,000	See Detail Listing
ST 23(7) Drainage Improvements	980,000	685,000	295,000	See Detail Listing
ST 23(8) Wall Rehabilitation	-	-	-	See Detail Listing
ST 23(9) Facilities	175,000	175,000	-	See Detail Listing
ST 23(10) Road Construction	-	-	-	See Detail Listing
ST 23(11) Signal Improvements	735,000	735,000	-	See Detail Listing
ST 23(12) Asset Management	-	-	-	See Detail Listing
ST 23(13) Vehicles and Equipment	690,000	690,000	-	
Total	16,756,250	9,556,250	7,200,000	

Wastewater

WW 23 (1) Utility Van Replacement	80,000	80,000	-	Defered from previous FY due to lack of inventory

WW 23 (2) Quail Creek Lift Station	1,600,000	1,600,000	-	Defered from previous FY
WW 23 (3) South lift station flood Recovery	2,300,000	2,300,000	-	Rollover portion of ongoing construction work in place
WW 23 (4) Bluff Street lift station and force main replacement	850,000	850,000	-	
WW 23 (6) CIPP Pipeline Rehab, Industrial area	160,000	160,000	-	
WW 23 (7) South Bellevue Sanitary Upgrades (Mission)	1,200,000	1,200,000	-	
WW 23 (8) Haworth and Hero Park Sanitary	1,400,000	1,400,000	-	
Total	7,590,000	7,590,000	-	
CAPITAL TOTAL ALL DEPARTMENTS	**30,216,600**	**22,912,600**	**7,304,000**	

PROJECT DESCRIPTIONS

AS 23(1)

AS 23(1) HS Mini Bus Replacement (Vans) (2)

(1) a. Mini Bus - $65,000

(1) b. Mini Bus - $65,000

BM 23(1)

BM 23(1) BFD District 3 Window Replacement

ED 23(1)

ED 23(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 23(1-3)

FI 23 (1) Replace Engine 21

FI 23(2) Replace Fire Car 1

FI 23(3) Replace SCBA

LI 23(1)

LI 23(1) Renovation - 2206 Longo Drive

PI 23(1)

PI 23(1) 1-2022 Chevy Colorado Extended Cab 4x4 Truck

PK 23(1-3)

PK 23(1) Bike/Hike Trail Renovation at Banner Park, Faulkland Park, Twin Ridge II, and College Heights Park	100,000	100,000	
PK 23(2) New Playground Equip at Normandy Hills Park	55,000	55,000	
PK 23(3) Vehicles and Equipment (1) Chipper F550 outfitted	96,600	96,600	
Total	251,600	251,600	0
PO 23(1)			
PO 23(1) Technology Update (Evidence Servers, Computers)	25,000	25,000	
PW 23(1)			
PW 23(2) MUD Watermain Extension (WP1871) Engineering	2,000,000	2,000,000	
ST 23(1) Major Street Resurfacing (MAPA/NDOT AC			
M146(283B) Chandler Rd;Bellevue Blvd N to 25th St - RESURFACING (MAJOR)	260,000	260,000	0
M146(317) Cedar Island Rd; Chandler Rd to Childs Rd - RESURFACING (MAJOR)	350,000	350,000	0
Total	610,000	610,000	0
ST 23(2) 2023 Concrete Projects			
M146(228C) City-wide, various locations - CONCRETE PAVEMENT REHAB; YR 3 (HARLAN DR, 15th ST, HARLAN LEWIS RD)	0	0	0
M146(270A) Giles Rd; 42nd to 48th St - REHAB ADVANCED CONCRETE REPAIRS	245,000	245,000	0
M146(281A) Freeman Dr/Jackson St; Harvell Dr to Mission Ave - REHAB ADVANCED CONCRETE REPAIRS	245,000	245,000	0
M146(282A) Cascio Addition – Kings Dr, Cascio Dr – REHAB ADVANCED CONCRETE REPAIRS	215,000	215,000	0
M146(284A) Mission Ave; Bellevue Toll Bridge to Lincoln Rd - REHAB ADVANCED CONCRETE REPAIRS	440,000	440,000	0
M146(285A) Valleyview, 39th St - REHAB ADVANCED CONCRETE REPAIRS	140,000	140,000	0
M146(297A) St Andrews Rd; Lincoln Rd to Birchcrest Rd - REHAB ADVANCED CONCRETE REPAIRS	130,000	130,000	0
M146(308A) Galvin Rd/Lincoln Rd; Harlan Dr to Bellevue Gate - REHAB ADVANCE CONCRETE REPAIRS	195,000	195,000	0
Total	1,610,000	1,610,000	0
ST 23(3) 2023 Overlay Projects			

M146(229) Faulkland Heights Addition; Schroeder Dr E/48th St - RESURFACING	110,000	110,000	0	
M146(259) Southern Park Addition; Robin Dr, Giles Rd, 48th Ave, Virginia St - RESURFACING	585,000	585,000	0	
M146(288C,D) Harrison St; Sarpy Ave to 36th St - RESURFACING	350,000	175,000	175000	
Total	1,045,000	870,000	175,000	
ST 23(4) 2023 Reconstruction Projects				
M146(74A) Capehart Rd; 27th to 36th St - YR 3 ENG/DESIGN -> RECONSTRUCTION	125,000	125,000	0	
M146(205A) Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - ENG/DESIGN --> DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 1/2 (30% PLANS)	50,000	50,000	0	
M146(215A) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - ENG/DESIGN --> RECONSTRUCT ASPHALT STREETS	190,000	190,000	0	
M146(216B) Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir - ENG/DESIGN --> RECONSTRUCT ASPHALT STREETS	35,000	35,000	0	
M146(236A) 36th & Chandler intersection - ENG/DESIGN YR 1; --> INTERSECTION IMPROVEMENTS; DRAINAGE STRUCTURES, SIDEWALKS, PAVING	111,250	111,250	0	
M146(305A) 36th St; Cornhusker to 370 - ENG/DESIGN WORK --> RECONSTRUCTION (FINAL DESIGN, PS &E)	1,100,000	550,000	550,000	Pursuing Sarpy 50% cost share
M146(324A) Cornhusker Rd; Ft Crook to 25th St YR 2 - STUDY --> COORIDOR WIDENING	125,000	25,000	100,000	MAPA cost share
M146(338A) Mission Ave, Hancock St to Washington St - ENG/DESIGN YR 1/2	150,000	150,000	0	
Total	1,886,250	1,236,250	650,000	
ST 23(5) South 36th Street				
M146(122D) So 36th St; Hwy 370 to Sheridan Rd - PHASE 1, YR 3 - WIDENING/RECONSTRUCTION	5,500,000	1,100,000	4,400,000	NDOT 80% cost share
M146(171A) So 36th St; Sheridan Rd to Platteview - PHASE 2, YR 3 - ENG/DESIGN	230,000	46,000	184,000	NDOT 80% cost share
M146(171A) So 36th St; Sheridan Rd to Platteview - PHASE 2, YR 3 - ROW	1,320,000	264,000	1,056,000	NDOT 80% reimbursement
Total	7,050,000	1,410,000	5,640,000	
ST 23(6) Bridge Repairs				
M146(252B) Galvin Rd & Hansen Ave - PEDESTRIAN BRIDGE REMOVAL	500,000	500,000	0	

M146(301B) Schilling Dr; 9th St to 13th St - BRIDGE #U023031235 CONTRACT PLANS, BRIDGE REMOVAL, PAVING	250,000	250,000	0	
M146(321) Harlan Dr & Ft Crook Rd; Bridge #U023001654 - EXPANSION JOINTS, APPROACH SLABS, DRAINAGE STRUCTURES, GUARDRAIL, WALL, PAINT	675,000	675,000	0	
M146(348A) Ft Crook Rd - Capehart Rd to Fairview Rd ENG/STUDY	550,000	110,000	440,000	Dependent on BIP Planning Grant award
Total	1,975,000	1,535,000	440,000	

ST 23(7) Drainage Improvements

M146(271A) Whitted Creek; E/25th St, Lynnwood Dr to Blackhawk Dr ENG/DESIGN --> DRAINAGE DITCH REHAB (JACOBS)	425,000	130,000	295,000	NRD Grant
M146(274) NE Corner of Harvell Dr & Lincoln, NE for 0.16 Mi toward Lila Ave - GROUT, SLIP-LINE CONCRETE DRAINAGE PIPE	160,000	160,000	0	
M146(276A,B) College Heights; 407 MMK (Lot 177B) - ENG/DESIGN; DRAINAGE IMPROVEMENTS, YR 1/2 (JACOBS)	0	0	0	
M146(336A,B) Avian Forest - ENG/DESIGN; EASEMENT --> STORM SEWER REPAIRS	95,000	95,000	0	
M146(339A) Copper Creek ENG/DESIGN --> DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 1/2 (JACOBS)	100,000	100,000	0	
M146(340A) S 30th St; Harrison St to Chandler Rd - ENG/DESIGN --> STORM SEWER REHAB @ LILLIAN ST - YR 1/2 (JACOBS)	50,000	50,000	0	
M146(341A) Ft Crook Rd; Avery Rd to Peoples Rd ENG/DESIGN - DRAINAGE IMPROVEMENTS - YR 1 (JACOBS)	50,000	50,000	0	
M146(342A) 1200 Lord Blvd - ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS (JACOBS)	50,000	50,000	0	
M146(347A) Squaw Creek; Area of 30th & Childs Rd to Old 36th St ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS (JACOBS)	50,000	50,000	0	
Total	980,000	685,000	295,000	

ST 23(8) Wall Rehabilitation

ST 23(9) Facilities

North Shop - Mud Building Remodel & Paving	175000	175000	0	
Total	175000	175000	0	

ST 23(10) Road Construction

ST 23(11) Signal Improvements			
M146(337) 36th & Bline - SIGNAL IMPROVEMENTS	85,000	85,000	0
M146(344B) Birchcrest Rd/Lloyd St & Galvin Rd - INTERSECTION CROSSING IMPROVEMENTS, SIGNALS	550,000	550,000	0
Fort Crook & Fairview Roads Intersection Improvements ENG/DESIGN	100,000	100,000	0
	735,000	735,000	0
ST 23(12) Asset Management			
ST 23(13) Vehicles and Equipment			
PICK UP 10 & 41 (FOR ASPHALT CREW) (80K EA)	160,000	160,000	0
REPLACE ONE TONS (80K EA)	80,000	80,000	0
TANDEM 62(245K)	250,000	250,000	0
SINGLE 20 & 63(200K EA)	200,000	200,000	0
TANDEM 22 (245K)	0	0	0
SINGLE 21 & 64 (200K EA)	0	0	0
TANDEM 26 (245K EA)	0	0	0
PICK UP 3 & 33 (75K EA)	0	0	0
Total	690,000	690,000	0
WW 23 (1-8)			
WW 23 (1) Utility Van Replacement	80,000	80,000	
WW 23 (2) Quail Creek Lift Station	1,600,000	1,600,000	
WW 23 (3) South lift station flood Recovery	2,300,000	2,300,000	
WW 23 (4) South ridgeline sanitary improvements	-	-	
WW 23 (5) Bluff Street lift station and force main replacement	850,000	850,000	
WW 23 (6) CIPP Pipeline Rehab, Industrial area	160,000	160,000	
WW 23 (7) South Bellevue Sanitary Upgrades (Mission)	1,200,000	1,200,000	
WW 23 (8) Haworth and Hero Park Sanitary	1,400,000	1,400,000	
Total	7,590,000	7,590,000	0

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
MEMORANDUM
PROJECTS BY YEAR

City Council

FISCAL YEAR 2024

DEPARTMENT/PROJECT		TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services					
AS 24(1) HS Mini Bus Replacement (Vans) (2)		156,000	31,200	124,800	
	Total	156,000 -	31,200 -	124,800	
Building Maintenance					
No capital projects this fiscal year.		-	-	-	
	Total	-	-	-	
Cemetery					
No capital projects this fiscal year.		-	-	-	
	Total	-	-	-	
Code Enforcement					
CE 24(1) 2024 For F150 1/2 Ton Extended Cab 4x4 Truck		34,000	34,000		
				-	
	Total	34,000	34,000	-	
Economic Development Fund					
ED 24(1) LB 840 Infrastructure improvements		750,000	750,000	-	Community Betterment

	Total	750,000	750,000	-
Fire				
FI 24(1) Replace Utility 3 1997 Pierce		975,000	975,000	-
FI 24(2) Replace Fire Car 1		55,000	55,000	
FI 24(3) Replace Fire Car 3 1997 Chev 2500		55,000	55,000	-
FI 24(4) Replace Fire Car 9		55,000	55,000	
FI 24 (5) Replace Utility 1 2004 F350		90,000	90,000	-
FI 24(6) Half of the Police/Fire Command post		250,000	250,000	
FI24(7) Purcase Boat		160,000	160,000	
FI 24(8) Purchase pickup and topper		45,000	45,000	
	Total	1,685,000	1,685,000	-
Fleet				
FLT 24 (1) Ford F350 crew cab		55,000	55,000	-
		-	-	-
		-	-	-
	Total	55,000	55,000	-
Information Technology (IT)				
No capital projects this fiscal year.		-	-	-
	Total	-	-	-
Library				
LI 24(1) Renovation - 2206 Longo Drive		3,200,000	3,200,000	-
	Total	3,200,000	3,200,000	-
Parks				

PK 24(1) American Heroes Park		80,000	80,000	
PK 24(2) Ballfield Lighting		3,000,000	3,000,000	
PK 24(3) New Playground Equipment		55,000	55,000	-
	Total	3,135,000	3,135,000	-

Permits & Inspections

PI 24(1) 2024 Chevy Colorado Extended Cab 4x4 Truck		60,000	60,000	-
PI 24(2) 2024 Chevy Colorado Extended Cab 4x4 Truck		60,000	60,000	
PI 24(3) 2024 Chevy Colorado Extended Cab 4x4 Truck		60,000	60,000	-
		-	-	-
	Total	180,000	180,000	-

Police

PO 24(1) Fleet Purchase		400,000	400,000	-
PO 24(2) Technology Update		175,000	175,000	-
PO 24(3) Range Updates		100,000	100,000	-
PO 24(1) Fleet Purchase		700,000	700,000	-
PO 24(2) Command/Control		395,000	395,000	-
	Total	675,000	675,000	-

Public Works

PW 24(1) Public Works Facility		2,880,000	2,880,000	-
PW 24(2) MUD Watermain Extension (WP1871)		20,000,000	20,000,000	-
PW 24(1) Public Works Facility		1,000,000	1,000,000	
	Total	23,880,000	22,880,000	-

Recreation

No capital projects this fiscal year.		-	-	-
	Total	-	-	-

Streets					
ST 24(1) Major Street Resurfacing (MAPA/NDOT AC Funding)		2,600,000	2,600,000	-	AC Funding
ST 24(2) 2024 Concrete Projects		4,180,000	4,180,000	-	See Detail Listing
ST 24(3) 2024 Overlay Projects		1,330,000	1,330,000	-	See Detail Listing
ST 24(4) 2024 Reconstruction Projects		9,068,250	3,400,250	5,668,000	See Detail Listing
ST 24(5) South 36th Street		-	-	-	NDOT 80% cost share
ST 24(6) Bridge Repairs		-	-	-	See Detail Listing
ST 24(7) Drainage Improvements		3,707,500	2,825,000	882,500	See Detail Listing
ST 24(8) Wall Rehabilitation		112,000	112,000	-	See Detail Listing
ST 24(9) Facilities		2,707,000	2,707,000	-	See Detail Listing
ST 24(10) Road Construction		210,000	210,000	-	See Detail Listing
ST 24(11) Signal Improvements		-	-	-	See Detail Listing
ST 24(12) Asset Management		-	-		See Detail Listing
ST 24(13) Vehicles and Equipment		1,239,500	1,239,500	-	See Detail Listing
	Total	25,154,250	18,603,750	6,550,500	

Wastewater					
WW 24 (1) CCTV Van Replacement		285000	285000		
WW 24 (2) Landings Lift Station Removal		680000	680000		
WW 24 (3) Sewer Capacity Model		75000	75000		
WW 24 (4) CIPP Pipeline Rehab South Bellevue		300,000	300,000	-	
WW 23 (4) South ridgeline sanitary improvements		2,900,000	2,900,000	-	Construction to start FY24
	Total	4,240,000	4,240,000	-	

CAPITAL TOTAL ALL DEPARTMENTS	**63,144,250**	**55,468,950**	**6,675,300**	

PROJECT DESCRIPTIONS

AS 24(1) HS Mini Bus Replacement (Vans) (2)

(1) a. Mini Bus - $78,000

(1) b. Mini Bus - $78,000

ED 24(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 24(1) Replace Utility 3 1997 Pierce
FI 24(2) Replace Fire Car 1
FI 24(3) Replace Fire Car 3 1997 Chev 2500
FI 24(4) Replace Fire Car 9
FI 24 (5) Replace Utility 1 2004 F350
FI 24(6) Half of the Police/Fire Command post
FI24(7) Purcase Boat
FI 24(8) Purchase pickup and topper

PK 24(1) Install new fountain at American Heroes Park
PK 24(2) Ballfield Lighting at Baldwin & Haworth Fields
PK 24(3) New Playground Equipment for Sorenson Park
PK 23(3) Vehicles and Equipment
(1) Crew cab mower puller F450
(2) Chassis only for flatbed sander F350
(3) Chevy Colorado

PI 24(1) 2023 Chevy Colorado Extended Cab 4x4 Truck
PI 24(2) 2023 Chevy Colorado Extended Cab 4x4 Truck
PI 24(3) 2023 Chevy Colorado Extended Cab 4x4 Truck

PO 24(1) Fleet Purchase
PO 24(2) Technology Update
PO 24(3) Range Updates

PW 24(1) Public Works Facility PHASE 1 ENG/DESIGN YR 1/2
PW 24(2) MUD Watermain Extension (WP1871) CONSTRUCTION

ST 24(1) Major Street Resurfacing (MAPA/NDOT AC Funding)			
M146(270B) Giles Rd; 42nd to 48th St - RESURFACING (MAJOR)	270,000	270,000	0
M146(281B) Freeman Dr/Jackson St; Harvell Dr to Mission Ave - RESURFACING (MAJOR)	345,000	345,000	0
M146(282A,B) Cascio Addition – Kings Dr, Cascio Dr – REHAB ADVANCED CONCRETE REPAIRS / RESURFACING (MAJOR *CASCIO)	215,000	215,000	0
M146(284B) Mission Ave; Bellevue Toll Bridge to Lincoln Rd - RESURFACING (MAJOR)	1,220,000	1,220,000	0
M146(308B) Galvin Rd/Lincoln Rd; Harlan Dr to Bellevue Gate - RESURFACING	550,000	550,000	0

Total	2,600,000	2,600,000	0

ST 24(2) 2024 Concrete Projects

M146(228D) City-wide, various locations - CONCRETE PAVEMENT REHAB; YR 4 (36th ST, BROOK DR TO 370; SAMSON WAY)	275,000	275,000	0
M146(233A) Area: 36th to 42nd St, Suburban Dr to Giles Rd REHAB ADVANCED CONCRETE REPAIRS	315,000	315,000	0
M146(238A) Childs Rd E; Camp Gifford Rd to Ft Crook Rd - REHAB ADVANCED CONCRETE REPAIRS	275,000	275,000	0
M146(245A,B) Kayleen Dr; Gregg Rd E to Harvell Dr - REHAB ADVANCED CONCRETE REPAIRS / RESURFACING (MAJOR)	510,000	510,000	0
M146(286A) Ft Crook Rd; Cornhusker Rd to Capehart Rd - REHAB ADVANCED CONCRETE REPAIRS	395,000	395,000	0
M146(289A) Blue Ridge Addtion; Oak Ridge Dr to 36th St, Sherwood Dr to Cornhusker Rd - REHAB, ADVANCED CONCRETE REPAIRS	650,000	650,000	0
M146(292A) Area: Harrison St to Borman St, 45th to 48th St - REHAB ADVANCED CONCRETE REPAIRS	205,000	205,000	0
M146(293A) Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd - REHAB ADVANCED CONCRETE REPAIRS	165,000	165,000	0
M146(296A) S 36th St; Harrison to Chandler - REHAB ADVANCED CONCRETE REPAIRS	115,000	115,000	0
M146(298A) Fairfax Rd; Harvell Dr to Wilroy Rd - REHAB ADVANCED CONCRETE REPAIRS	125,000	125,000	0
M146(316A) 25th St, 625' N/ Sautter Ave to Cornhusker Rd - REHAB ADVANCE CONCRETE REPAIRS	620,000	620,000	0
M146(322A) Harvell Dr; Birchcrest Rd to Ft Crook Rd - REHAB ADVANCE CONCRETE REPAIRS	530,000	530,000	0
Total	4,180,000	4,180,000	0

ST 24(3) 2024 Overlay Projects

M146(241) Kasper St; City limits to Ft Crook Frontage Rd - RESURFACING	315,000	315,000	0
M146(242) Twin Ridge II Addition; Bryan Ave, Victoria Ave - RESURFACING	700,000	700,000	0
M146(285B) Valleyview , 39th St - RESURFACING	160,000	160,000	0
M146(297B) St Andrews Rd; Lincoln Rd to Birchcrest Rd - RESURFACING	155,000	155,000	0
Total	1,330,000	1,330,000	0

ST 24(4) 2024 Reconstruction Projects				
M146(194A) Gilmore Lake Rd e/ 25th St - ENG/ DESIGN --> RECONSTRUCTION, DRAINAGE IMPROVEMENTS	108,000	108,000	0	
M146(215B) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - RECONSTRUCTION YR 1/4	790,000	790,000	0	
M146(236A) 36th & Chandler intersection - ENG/DESIGN YR 2; ROW --> INTERSECTION IMPROVEMENTS; DRAINAGE STRUCTURES, SIDEWALKS, PAVING	111,250	111,250	0	
M146(305B) 36th St, Cornhusker to 370 - ROW, UTILITIES	1,125,000	225,000	900,000	
M146(312A) So 32nd St; Chandler Rd to City Limits S/Evelyn St - ENG/DESIGN --> RECONSTRUCTION	51,000	51,000	0	
M146(324A) Cornhusker Rd; Ft Crook to 25th St YR 2 - ENG/DESIGN --> COORIDOR WIDENING	500,000	500,000	0	
M146(324A) Cornhusker Rd; Ft Crook to 25th St YR 3 - ENG/DESIGN --> COORIDOR WIDENING	345,000	345,000	0	
M146(338A) Mission Ave, Hancock St to Washington St - ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS - YR 1/2 (JACOBS)	150,000	150,000	0	
M146(345A) Childs Rd W; Ft Crook Rd to Nebraska Dr ENG/DESIGN --> RECONSTRUCTION YR 1/2 (30% PLANS)	28,000	28,000	0	
Total	3,208,250	2,308,250	900,000	
ST 24(5) South 36th Street				
M146(171B) So 36th St; Sheridan Rd to Platteview - PHASE 2, YR 1 - CONSTRUCTION	8,250,000	1,650,000	6,600,000	NDOT 80% cost share
ST 24(6) Bridge Repairs	0	0	0	
ST 24(7) Drainage Improvements				
M146(205A) Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - ENG/DESIGN --> DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 2/2 (100% PLANS)	35,000	35,000	0	
M146(266A) Fontenelle Hills Addition near 502 Edgewood Ct - ENG/DESIGN --> STORM SEWER REPAIRS AND DRAINAGE IMPROVEMENT (JACOBS)	420,000	420,000	0	
M146(268A) Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - ENG/DESIGN --> DRAINAGE IMPROVEMENTS (JACOBS)	414,000	134,000	280,000	NRD Grant
M146(271B) Whitted Creek; E/25th St, Lynnwood Dr to Blackhawk Dr --> DRAINAGE DITCH REHAB - YR 1/2 (JACOBS)	1,077,500	475,000	602,500	NRD Grant

M146(276B) College Heights; 407 MMK (Lot 177B) - EROSION MITIGATION, DRAINAGE IMPROVEMENTS, YR 2/2	1,420,000	1,420,000	0
M146(318) Ft Crook Rd; Chandler to Capehart - DRAINIAGE STRUCTURE REHAB, YR 2	100,000	100,000	0
M146(339A) Copper Creek ENG/DESIGN --> DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 2/2 (JACOBS)	168,000	168,000	0
M146(340A) S 30th St; Harrison St to Chandler Rd - ENG/DESIGN --> STORM SEWER REHAB @ LILLIAN ST - YR 2/2 (JACOBS)	19,000	19,000	0
M146(341A) Ft Crook Rd; Avery Rd to Peoples Rd ENG/DESIGN - DRAINAGE IMPROVEMENTS - YR 2/2 (JACOBS)	39,000	39,000	0
M146(343A) Spring Creek north of Gilmore Lake Rd ENG/DESIGN --> DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 1/2 (JACOBS)	15,000	15,000	0
Total	3,707,500	2,825,000	882,500

ST 24(8) Wall Rehabilitation

M146(230A) Lincoln Rd., Ludwig Dr to Mission Ave - ENG/DESIGN --> WALL, SIDEWALK INSTALLATION, DRAINAGE STRUCTURES	54,000	54,000	0
M146(231A) Lincoln Rd., Lorraine Ave to Lorraine Dr - ENG/DESIGN --> WALL, PAVING, SIDEWALK INSTALLATION	58,000	58,000	0
	112,000	112,000	0

ST 24(9) Facilities

M146(325B) City of Bellevue Public Works Facility - SITE PREP, UTILITIES	25,000	25,000	
SOUTH SHOP - STORM, INLETS IN YARD (MS4)	105,000	105,000	
SOUTH SHOP - GUTTERS, PAINT EXTERIOR, ROOF PROTECTION, PAINT GARAGES/ROOF GARAGES	45,000	45,000	
SW SHOP - GUTTERS, SIDING REPAIR SOUTH EXT WALL	20,000	20,000	
NORTH SHOP - INLETS/STORM IN YARD	12,000	12,000	
NORTH SHOP - SHOP ENTRY DOOR, EAST GARAGE DOOR			
	207,000	207,000	0

ST 24(10) Road Construction

M146(335A) Area; 21st - 25th St s/Cornhusker ENG/DESIGN ---> E/W ACCESS RD CONSTRUCTION	210,000	210,000	0
	210,000	210,000	0

ST 24(11) Signal Improvements

Fort Crook & Fairview Roads Intersection Improvements CONSTRUCTION	750,000	750,000	0
Total	750,000	750,000	0

ST 24(12) Asset Management	0	0	0

ST 24(13) Vehicles and Equipment

ASPHALT TRAILER	8,000	8,000	
BACKHOE(130K)	130,000	130,000	
LOW BOY TRAILER(60K)	60,000	60,000	
LOW BOY TRACTOR (150K)	150,000	150,000	
CHEMICAL SPRAY EQUIPMENT	18,000	18,000	
3 ARROWBOARDS	24,000	24,000	
TAR MACHINE	40,000	40,000	
PICK UP 31 (75K)	75,000	75,000	
PATCH BOX, SLIDE IN (9K)	9,000	9,000	
HOTSY	7,500	7,500	
PAINT MACHINE	18,000	18,000	
SIGN PRINTER	25,000	25,000	
NEW 39 REPLACEMENT (ANNEXATION NEEDS) (245K)	245,000	245,000	
SINGLE AXLE (220K)	220,000	220,000	
MOTOR GRADER (210K)	210,000	210,000	
Total	1,239,500	1,239,500	0

WW 24 (1) CCTV Van Replacement
WW 24 (2) Landings Lift Station Removal
WW 24 (3) Sewer Capacity Model
WW 24 (4) CIPP Pipeline Rehab South Bellevue

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

MEMORANDUM

PROJECTS BY YEAR

City Council

FISCAL YEAR 2025

DEPARTMENT/PROJECT		TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services					
No capital projects this fiscal year.		-	-	-	
	Total	-	-	-	
Building Maintenance					
No capital projects this fiscal year.		-	-	-	
	Total	-	-	-	
Cemetery					
No capital projects this fiscal year.		-	-	-	
	Total	-	-	-	
Economic Development Fund					
ED 25(1) LB 840 Infrastructure improvements		750,000	750,000	-	Community Betterment
	Total	750,000	750,000	-	
Fleet					
FL 25(1) Vehicles and Equipment		-	-	-	
		176,175	176,175	-	
		-	-	-	
	Total	176,175	176,175	-	

Fire				
FI 25 (1) Replace Medic 31		425,000	425,000	-
FI 25 (2) Replace Fire car 4		60,000	60,000	-
	Total	485,000	485,000	-
Information Technology (IT)				
No capital projects this fiscal year.		-	-	-
	Total	-	-	-
Library				
LI 25 (1) Renovation - 2206 Longo Drive		200,000	200,000	-
LI 25 (2) Public Lockers - 2206 Longo Drive		50,000	50,000	-
	Total	250,000	250,000	-
Parks				
No capital projects this fiscal year.		-	-	-
	Total	-	-	-
Permits and Inspectoins				
PI 25(1-3) Chevy Colorado Pickup Trucks		243,000	243,000	-
	Total	243,000	243,000	-
Police				
PO 25(1) Fleet Purchase		350,000	350,000	-
PO 25(2) Technology Update		175,000	175,000	-
PO 25(3) Speed Trailers		55,000	55,000	-

	Total	580,000	580,000	-	
Public Works					
PW 25(1) Public Works Facility		1,920,000	1,920,000	-	
	Total	1,920,000	1,920,000	-	
Recreation					
No capital projects this fiscal year.		-	-	-	
	Total	-	-	-	
Streets					
ST 25(1) Major Street Resurfacing (MAPA/NDOT AC Funding)		6,515,000	6,515,000	-	AC Funding
ST 25(2) 2025 Concrete Projects		4,440,000	4,440,000	-	See Detail Listing
ST 25(3) 2025 Overlay Projects		2,735,000	2,735,000	-	See Detail Listing
ST 25(4) 2025 Reconstruction Projects		24,242,500	10,202,500	14,040,000	See Detail Listing
ST 25(5) South 36th Street		2,750,000	550,000	2,200,000	NDOT 80% cost share
ST 25(6) Bridge Repairs		1,200,000	240,000	960,000	See Detail Listing
ST 25(7) Drainage Improvements		5,622,500	4,410,000	1,212,500	See Detail Listing
ST 25(8) Wall Rehabilitation		1,190,000	1,190,000	-	See Detail Listing
ST 25(9) Facilities		0	0	-	See Detail Listing
ST 25(10) Road Construction		0	0	-	See Detail Listing
ST 25(11) Signal Improvements		105,000	105,000	-	See Detail Listing
ST 25(12) Asset Management		-	-	-	See Detail Listing
ST 25(13) Vehicles and Equipment		500,000	500,000	-	See Detail Listing
	Total	49,300,000	30,887,500	18,412,500	
Wastewater					
WW 25 (1) Maintenance Truck Replacement		65000	65000	-	
WW 25 (2) Whispering Timbers Lift station upgrade		475000	475000	-	
WW 25 (3) Artic Package Jet Replacement		280000	280000	-	
WW 25 (4) SCADA Server Replacement		25,000	25,000	-	
	Total	845,000	845,000	-	

CAPITAL TOTAL ALL DEPARTMENTS	**54,549,175**	**36,136,675**	**18,412,500**

PROJECT DESCRIPTIONS

ED 25(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 25 (1) Replace Medic 31
FI 25 (2) Replace Fire car 4

FL 25(1) Vehicles and Equipment
FLT-4 2018 Ford Transit Van Parts Pickup
Above Ground Truck Lifts

LI 25(1) Library Renovation

PI 25(1) 1 Chevy Colorado Truck
PI 25(2) 1 Chevy Colorado Truck
PI 25(3) 1 Chevy Colorado Truck

PO 25(1) Fleet Purchase
PO 25(2) Technology Update (Watchguard/Computers)
PO 25(3) Speed Trailers (Replace 3 Speed Trailers)

LI 25(1) Implement RFID (Radio Identification) System
LI 25(2) Public Lockers

PW 25(1) Public Works Facility PHASE 1 ENG/DESIGN YR 2/2

ST 25(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	475,000	475,000	-
M146(238B) Childs Rd E; Camp Gifford Rd to Ft Crook Rd - RESURFACING (MAJOR)	3,645,000	3,645,000	-
M146(286B) Ft Crook Rd; Cornhusker Rd to Capehart Rd - RESURFACING (MAJOR)	280,000	280,000	-
M146(293B) Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd - RESURFACING (MAJOR)	335,000	335,000	-
M146(296B) S 36th St; Harrison to Chandler - RESURFACING (MAJOR)	910,000	910,000	-
M146(316B) 25th St, 625' N/ Sautter Ave to Cornhusker Rd - RESURFACING (MAJOR)	870,000	870,000	-
M146(322B) Harvell Dr; Birchcrest Rd to Ft Crook Rd - RESURFACING (MAJOR)			
	6,515,000	6,515,000	-

ST 25(2) 2025 Concrete Projects

M146(257A) Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave - REHAB, ADVANCE CONCRETE REPAIRS	195,000	195,000	-
M146(263) Bellaire Heights: Crestridge Dr, Hillside Dr, Valleyview Dr, Kirby Ave, Bellaire Blvd REHAB REPAIRS	240,000	240,000	-
M146(269A) Hancock St.; E Mission Ave to E 29th Ave - REHAB ADVANCED CONCRETE REPAIRS	335,000	335,000	-
M146(277A) S 28th Ave; Capehart Rd to Leawood Dr - REHAB ADVANCED CONCRETE REPAIRS	110,000	110,000	-
M146(278A) S 29th Ave; Capehart Rd to Southdale Plaza - REHAB ADVANCED CONCRETE REPAIRS	95,000	95,000	-
M146(286C) Ft Crook Rd, 13th St; Harrison to Cornhusker Rd - REHAB ADVANCE CONCRETE REPAIRS	1,670,000	1,670,000	-
M146(287A) Willow Springs – Lewis and Clark Rd, Hogantown Dr east of 25th St REHAB ADVANCE CONCRETE REPAIRS	225,000	225,000	-
M146(290A) BBN; Prairie Ave to Gregg Rd - REHAB ADVANCE CONCRETE REPAIRS	260,000	260,000	-
M146(291A) BBS, Lord Blvd; Lincoln Rd to Franklin St - REHAB ADVANCE CONCRETE REPAIRS	215,000	215,000	-
M146(309A) Gregg Rd, Bellevue Blvd N to Galvin Rd - REHAB ADVANCE CONCRETE REPAIRS	265,000	265,000	-
M146(310A) Harlan Dr, Galvin Rd to Arboretum Dr - REHAB ADVANCE CONCRETE REPAIRS	550,000	550,000	-
M146(311A) 25th St, Lynnwood Dr to Fairview Rd - REHAB ADVANCE CONCRETE REPAIRS	235,000	235,000	-
M146(346A) Childs Rd W; Kennedy Frwy to 25th St - REHAB ADVANCE CONCRETE REPAIRS	45,000	45,000	-
Total	4,440,000	4,440,000	-
ST 25(3) 2025 Overlay Projects			
M146(227) Kirby Addition; Englewood Dr, Garden Ave, Westridge Ave - RESURFACING	415,000	415,000	-
M146(233B) Area: 36th to 42nd St, Suburban Dr to Giles Rd RESURFACING	740,000	740,000	-
M146(250) Area Sarpy Ave to 30th St, Harrison St to Chandler Rd - RESURFACING	705,000	705,000	-
M146(289B) Blue Ridge Addtion; Oak Ridge Dr to 36th St, Sherwood Dr to Cornhusker Rd - RESURFACING	450,000	450,000	-
M146(292B) Area: Harrison St to Borman St, 45th to 48th St - RESURFACING	305,000	305,000	-
M146(298B) Fairfax Rd; Harvell Dr to Wilroy Rd - RESURFACING	120,000	120,000	-
	2,735,000	2,735,000	-
ST 25(4) 2025 Reconstruction Projects			
M146(74B) Capehart Rd; 27th to 36th St - RECONSTRUCTION YR1	3,000,000	600,000	2,400,000
M146(194B) Gilmore Lake Rd e/ 25th St - RECONSTRUCTION, DRAINAGE IMPROVEMENTS	1,800,000	1,440,000	360,000

M146(215B) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - RECONSTRUCTION YR 2/4	790,000	790,000	-	
M146(235) Bellevue Blvd North; Prairie Ave to 13th St - BRICK PAVER REHAB	275,000	275,000	-	
M146(305B) 36th St, Cornhusker to 370 - YR 1 RECONSTRUCTION	14,100,000	2,820,000	11,280,000	
M146(312B) s 32nd St; Chandler Rd to City Limits S/Evelyn St - RECONSTRUCTION	850,000	850,000	-	
M146(324A) Cornhusker Rd; Ft Crook to 25th St YR 3 - ENG/DESIGN --> COORIDOR WIDENING	345,000	345,000	-	
M146(338A) Mission Ave, Hancock St to Washington St - RECONSTRUCTION	3,000,000	3,000,000	-	
M146(345A) Childs Rd W; Ft Crook Rd to Nebraska Dr ENG/DESIGN --> RECONSTRUCTION YR 2/2 (100% PLANS, PS&E)	82,500	82,500	-	
Total	24,242,500	10,202,500	14,040,000	
ST 25(5) South 36th Street				
M146(171C) So 36th St - Sheridan Rd to Platteview Rd - PHASE 2; CONSTRUCTION, YR 2	2,750,000	550,000	2,200,000	NDOT 80% cost share
Total	2,750,000	550,000	2,200,000	
ST 25(6) Bridge Repairs				
M146(348A) Ft Crook Rd - Capehart Rd to Fairview Rd ENG/DESIGN	1,200,000	240,000	960,000	Dependent on BIP Constructior
Total	1,200,000	240,000	960,000	
ST 25(7) Drainage Improvements				
M146(266B) Fontenelle Hills Addition near 502 Edgewood Ct - STORM SEWER REPAIRS AND DRAINAGE IMPROVEMENT	290,000	290,000	-	
M146(268B) Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - FINAL DESIGN; DRAINAGE IMPROVEMENTS - YR 1/2	1,160,000	550,000	610,000	
M146(271B) Whitted Creek; E/25th St, Lynnwood Dr to Blackhawk Dr DRAINAGE DITCH REHAB - YR 2/2	2,292,500	1,690,000	602,500	

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

MEMORANDUM

PROJECTS BY YEAR

City Council

FISCAL YEAR 2026

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
	-	-		
Total	-	-	-	
Building Maintenance				
	-	-	-	
Total	-	-	-	
Cemetery				
	-	-	-	
	-	-	-	
Total	-	-	-	
Code				
	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 26(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				

FI 26(1) Replace Brush 23	95,000	95,000	-
FI 26(2) Replace G1	16,000	16,000	-
FI 26(3) Replace FC2	60,000	60,000	-
Total	171,000	171,000	-

Fleet

No capital projects this fiscal year.	-	-	-
	-	-	-
	-	-	-
Total	-	-	-

Information Technology (IT)

No capital projects this fiscal year.	-	-	-
Total	-	-	-

Library

LI 26(1) RFID System - 2206 Longo Drive	200,000	200,000	-
LI 26(2) Public Lockers - 2206 Longo Drive	50,000	50,000	-
Total	250,000	250,000	-

Parks

No capital projects this fiscal year.	-	-	-
	-	-	-
Total	-	-	-

Permits and Inspections

No capital projects this fiscal year.	-	-	-
Total	-	-	-

Police				
PO 26(1) Fleet Purchase	350,000	350,000	-	
PO 26(2) Electrical Infrastructure	100,000	100,000	-	
PO 26 (3) Technology Update	50,000	50,000	-	
	-	-	-	
	-	-		
Total	500,000	500,000	-	
Public Works				
PW 26(1) Public Works Facility	2,500,000	2,500,000	-	
	-	-	-	
Total	2,500,000	2,500,000	-	
Recreation				
No capital projects this fiscal year.				
Total	-	-	-	
Streets				
ST 26(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	$ 8,255,000	$ 8,255,000	$ -	AC Funding
ST 26(2) 2026 Concrete Projects	$ 705,000	$ 705,000	$ -	See Detail Listing
ST 26(3) 2026 Overlay Projects	$ 640,000	$ 640,000	$ -	See Detail Listing
ST 26(4) 2026 Reconstruction Projects	$ 20,002,500	$ 6,322,500	$ 13,680,000	See Detail Listing
ST 26(5) South 36th Street	$ -	$ -	$ -	NDOT 80% cost share
ST 26(6) Bridge Repairs	$ 6,000,000	$ 1,200,000	$ 4,800,000	See Detail Listing
ST 26(7) Drainage Improvements	$ 4,299,000	$ 3,689,000	$ 610,000	See Detail Listing
ST 26(8) Wall Rehabilitation	$ -	$ -	$ -	See Detail Listing
ST 26(9) Facilities	$ -	$ -	$ -	See Detail Listing
ST 26(10) Road Construction	$ -	$ -	$ -	See Detail Listing
ST 26(11) Signal Improvements	$ -	$ -	$ -	See Detail Listing
ST 26(12) Asset Management	$ -	$ -	$ -	See Detail Listing
ST 26(13) Vehicles and Equipment	$ 500,000	$ 500,000	$ -	See Detail Listing
	$ 40,401,500	$ 21,311,500	$ 19,090,000	

Wastewater			
WW 26 (1) Stationary Generator Install	250,000	250,000	-
WW 26 (2) Collections Truck Replacement	70,000	70,000	-
Total	320,000	320,000	-
CAPITAL TOTAL ALL DEPARTMENTS	**44,892,500**	**25,802,500**	**19,090,000**

PROJECT DESCRIPTIONS

ED 26(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 26(1) Replace Brush 23
FI 26(2) Replace G1
FI 26(3) Replace FC2

FL 26(1) Vehicles and Equipment
FLT-3 2012 Ford F250 Service Truck
FLT-8 2013 Ford F350 Fabrication Welding Service Truck

LI 26(1) RFID System
LI 26(2) Public Lockers

PO 26 (1) Fleet Purchase
PO 26 (2) Electrical Infrastructure (Transformers and EV Plug Ins)
PO 26(3) Technology Update (Computers, etc)

PW 26(1) Public Works Facility PHASE 1 SITE PREP/UTILITIES

ST 26(1) Major Street Resurfacing (MAPA/NDOT AC Funding)			
M146(277B) S 28th Ave; Capehart Rd to Leawood Dr - RESURFACING	270,000	270,000	0
M146(278B) S 29th Ave; Capehart Rd to Southdale Plaza - RESURFACING	3,325,000	3,325,000	0
M146(286D) Ft Crook Rd, 13th St; Harrison to Cornhusker Rd - RESURFACING	265,000	265,000	0
M146(290B) BBN; Prairie Ave to Gregg Rd - RESURFACING	775,000	775,000	0
M146(291B) BBS, Lord Blvd; Lincoln Rd to Franklin St - RESURFACING	665,000	665,000	0
M146(309B) Gregg Rd, Bellevue Blvd N to Galvin Rd - RESURFACING	105,000	105,000	0
M146(310B) Harlan Dr, Galvin Rd to Ft Crookk Rd - RESURFACING	1,865,000	1,865,000	0
M146(311B) 25th St, Lynnwood Dr to Fairview Rd - RESURFACING	575,000	575,000	0

	410,000	410,000	0	
Total	8,255,000	8,255,000	0	
ST 26(2) 2026 Concrete Projects				
M146(340C) S 30th St; Harrison St to Chandler Rd - REHAB ADVANCE CONCRETE REPAIRS	705,000	705,000	0	
Total	705,000	705,000	0	
ST 26(3) 2026 Overlay Projects				
M146(240) 43rd St; Harrison to Margo St - RESURFACING	180,000	180,000	0	
M146(257B) Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave - RESURFACING	235,000	235,000	0	
M146(277B) S 28th Ave; Capehart Rd to Leawood Dr - RESURFACING	135,000	135,000	0	
M146(278B) S 29th Ave; Capehart Rd to Southdale Plaza - RESURFACING	90,000	90,000	0	
Total	640,000	640,000	0	
ST 26(4) 2026 Reconstruction Projects				
M146(74C) Capehart Rd; 27th to 36th St - RECONSTRUCTION YR2	3,000,000	600,000	2,400,000	
M146(215) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - RECONSTRUCTION	790,000	790,000	0	
M146(312A) S 32nd St, south of Chandler to City Limits - ENG/DESIGN --> RECONSTRUCTION	575,000	575,000	0	
M146(313A) S 42nd St, south of Giles to City Limits - ENG/DESIGN --> RECONSTRUCTION	1,112,500	1,112,500	0	
M146(314A) Area 19th to 25th St, Cornellia St to Childs Rd - ENG/DESIGN --> RECONSTRUCTION	14,100,000	2,820,000	11,280,000	
M146(315A) Area west fo 36th St, Giles Rd to Marie St - ENG/DESIGN --> RECONSTRUCTION	25,000	25,000	0	
M146(328) Bellevue Blvd N; 13th St to n/Prairie Ave - ENG/DESIGN --> COOORDOR REHAB	100,000	100,000	0	
M146(216B) Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir - RECONSTRUCT ASPHALT STREETS	150,000	150,000	0	
M146(305B) 36th St, Cornhusker to 370 - YR 2 RECONSTRUCTION	150,000	150,000	0	
Total	20,002,500	6,322,500	13,680,000	
ST 26(5) South 36th Street				
ST 26(6) Bridge Repairs				
M146(348A) Ft Crook Rd - Capehart Rd to Fairview Rd CONSTRUCTION YR 1/2 (60%)	6,000,000	1,200,000	4,800,000	Dependent on BIP Constructio
Total	6,000,000	1,200,000	4,800,000	

ST 26(7) Drainage Improvements			
M146(157A) Betz Ditch, south of Lloyd St - ENG/DESIGN ---> DRAINAGE IMPROVEMENTS (JACOBS)	250,000	250,000	0
M146(253B) Area 18th to 19th St, north of Chandler Rd - DRAINAGE STRUCTURES	495,000	495,000	0
M146(268B) Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - DRAINAGE IMPROVEMENTS - YR 2/2	2,259,000	1,649,000	610,000
M146(339B) Copper Creek DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 2/3	1,260,000	1,260,000	0
M146(347A) Squaw Creek; Area of 30th & Childs Rd to Old 36th St ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS - YR 2/2 (JACOBS)	35,000	35,000	0
Total	4,299,000	3,689,000	610,000
ST 26(8) Wall Rehabilitation	0	0	0
ST 26(9) Facilities	0	0	0
ST 26(10) Road Construction	0	0	0
ST 26(11) Signal Improvements	0	0	0
ST 26(12) Asset Management	0	0	0
ST 26(13) Vehicles and Equipment			
DEPT EQUIPMENT REPLACEMENT	500,000	500,000	0

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

MEMORANDUM

PROJECTS BY YEAR

City Council

FISCAL YEAR 2027

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.				
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Cemetery				
No capital projects this fiscal year.	-	-	-	
	-	-		
Total	-	-	-	
Code				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 27(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				
FI 27 (1) Replace Engine 1	950,000	950,000	-	

FI 27 (2) Replace FC 8	60,000	60,000		
	-	-	-	
Total	1,010,000	1,010,000	-	
Information Technology (IT)				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Library				
No capital projects this fiscal year.	-	-	-	0
Total	-	-	-	
Parks				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Permits and Inspections				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Police				
PO 27(1) Fleet Purchase	350,000	350,000	-	
PO 27(2) Technology Update	550,000	550,000	-	
	-	-		
Total	900,000	900,000	-	
Public Works				
PW 27(1) Public Works Facility	28,750,000	28,750,000	-	
	-	-	-	
Total	28,750,000	28,750,000	-	

Recreation				
No capital projects this fiscal year.				
Total	-	-	-	

Streets				
ST 27(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	480,000	480,000	-	AC Funding
ST 27(2) 2027 Concrete Projects	4,900,000	4,900,000	-	See Detail Listing
ST 27(3) 2027 Overlay Projects	530,000	530,000	-	See Detail Listing
ST 27(4) 2027 Reconstruction Projects	5,075,000	5,075,000	-	See Detail Listing
ST 27(5) South 36th Street	-	-	-	NDOT 80% cost share
ST 27(6) Bridge Repairs	4,092,500	892,500	3,200,000	See Detail Listing
ST 27(7) Drainage Improvements	4,494,000	4,494,000	-	See Detail Listing
ST 27(8) Wall Rehabilitation	-	-	-	See Detail Listing
ST 27(9) Facilities	-	-	-	See Detail Listing
ST 27(10) Road Construction	5,100,000	5,100,000	-	See Detail Listing
ST 27(11) Signal Improvements	870,000	870,000	-	See Detail Listing
ST 27(12) Asset Management	175,000	175,000	-	See Detail Listing
ST 27(13) Vehicles and Equipment	500,000	500,000	-	See Detail Listing
Total	26,216,500	23,016,500	3,200,000	

Wastewater			
WW 27 (1) VFD Replacements	65,000	65,000	-
WW 27 (2) Stationary Generator	250,000	250,000	-
Total	315,000	315,000	-

CAPITAL TOTAL ALL DEPARTMENTS	**57,941,500**	**54,741,500**	**3,200,000**

PROJECT DESCRIPTIONS

ED 27(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 27 (1) Replace Engine 1				
FI 27 (2) Replace FC 8				
PO 27(1) Fleet Purchase				
PO 27(2) Technology Update (LPR, Building Camera Update)				
ST 27(1) Major Street Resurfacing (MAPA/NDOT AC Funding)				
M146(331) Harlan Lewis Rd ; 29th & Hancock to City Limits s/Cunningham Rd - RESURFACING (MAJOR)		480,000	480,000	
	Total	480,000	480,000	
ST 27(2) 2025 Concrete Projects				
M146(246A) Marian Ave.; Bellevue Blvd S to Lincoln Rd - REHAB ADVANCED CONCRETE REPAIRS		315,000	315,000	
M146(280A) Fontenelle Hills; Martin Dr and Ridgewood Dr – REHAB ADVANCED CONCRETE REPAIRS		380,000	380,000	
M146(332) Cornhusker Rd; 25th to City Limits w/ 36th St STREET REHAB REPAIRS, MEDIANS, STREETSCAPE		1,225,000	1,225,000	
M146(350A) Bellaire Heights Addition REHAB, ADVANCE CONCRETE REPAIRS		285,000	285,000	
M146(351A) Kirby Addition; Englewood Dr, Wilshire Dr REHAB, ADVANCE CONCRETE REPAIRS		230,000	230,000	
M146(352A) Green Meadows Addition; 20th St to 25th St, Lucille Dr to Morrie Dr - REHAB, ADVANCE CONCRETE REPAIRS		470,000	470,000	
M146(353A) Quail Creek Addition REHAB, ADVANCE CONCRETE REPAIRS		465,000	465,000	
M146(355) 48th St; Harrison St to Schroeder Dr PAVEMENT REHAB, INLETS, CURB RAMPS		380,000	380,000	
M146(356) Cornhusker Rd; 25th to City Limits w/ 36th St PAVEMENT REHAB, MEDIANS, INLETS, CURB RAMPS		720,000	720,000	
M146(357A) Normandy Hills Addition REHAB, ADVANCE CONCRETE REPAIRS		430,000	430,000	
	Total	4,900,000	4,900,000	
ST 27(3) 2025 Overlay Projects				
M146(323) Camp Brewster Rd; Prairie Ave to Ft Crook Rd - RESURFACING		325,000	325,000	0
M146(340D) S 30th St; Harrison St to Chandler Rd - RESURFACING		205,000	205,000	0
	Total	530,000	530,000	0
ST 27(4) 2025 Reconstruction Projects				
M146(215B) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - RECONSTRUCTION YR 4/4		790,000	790,000	0
M146(236B) 36th & Chandler - YR 2; INTERSECTION IMPROVEMENTS; DRAINAGE STRUCTURES, SIDEWALKS, PAVING		1,112,500	1,112,500	0
M146(312A) S 32nd St, south of Chandler to City Limits - RECONSTRUCTION		285,000	285,000	0
M146(313B) S 42nd St, south of Giles to City Limits - RECONSTRUCTION		200,000	200,000	0

M146(314B) Area 19th to 25th St, Cornellia St to Childs Rd - RECONSTRUCTION; YR 1	675,000	675,000	0	
M146(315B) Area west fo 36th St, Giles Rd to Marie St - RECONSTRUCTION; YR 1	725,000	725,000	0	
M146(324B) Cornhusker Rd; Ft Crook to 25th St Y1; ROW, UTILITIES--> COORIDOR WIDENING	420,000	420,000	0	
M146(327A) W 24th Ave; Lincoln Rd to Calhoun St - ENG/DESIGN --> RESURFACING, INTERSECTION IMPROVEMENT, CURBING, STORM SEWERS	35,000	35,000	0	
M146(329A) S 25th St; Lynnwood Dr to Fairview Rd - YR 1 ENG/DESIGN, ROW --> RECONSTRUCTION	287,500	287,500	0	
M146(345B) Childs Rd W; Ft Crook Rd to Nebraska Dr - RECONSTRUCTION YR 1; ROW, EASEMENTS, RR PERMITTING, STORM, RETAINING WALL	440,000	440,000	0	
M146(354A) BBS, BBS; 13th & Harrison to Lord Blvd ENG/DESIGN, CONCEPTUAL --> CORRIDOR REHAB; CURB, PATHS/WALKS, DRAINAGE, STREETSCAPE, LIGHTS	105,000	105,000	0	
Total	5,075,000	5,075,000	0	
ST 27(5) South 36th Street				
	0	0	0	
Total	0	0	0	
ST 27(6) Bridge Repairs				
M146(330A) Twin Creek Dr; 36th to 42nd St - ENG/DESIGN --> STREET REHAB, BRIDGE REPAIRS	92,500	92,500	0	
M146(348A) Ft Crook Rd - Capehart Rd to Fairview Rd CONSTRUCTION YR 2/2 (100%)	4,000,000	800,000	3,200,000	Dependent on BIP Construction Grant award
Total	4,092,500	892,500	3,200,000	
ST 27(7) Drainage Improvements				
M146(157B) Betz Ditch, south of Lloyd St - DRAINAGE IMPROVEMENTS	1,680,000	1,680,000	0	
M146(205B) Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 1/2	475,000	475,000	0	
M146(300A) Area west of 26th St, N of Chandler Rd - ENG/DESIGN --> DRAINAGE IMPROVEMENTS, STRUCTURES, PAVING (JACOBS)	475,000	475,000	0	
M146(318) Ft Crook Rd; Chandler to Capehart - DRAINIAGE STRUCTURE REHAB, YR 3	100,000	100,000	0	
M146(339B) Copper Creek DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 3/3 (JACOBS)	1,260,000	1,260,000	0	
M146(341B) Ft Crook Rd; Avery Rd to Peoples Rd DRAINAGE IMPROVEMENTS - YR 1/2	490,000	490,000	0	
M146(349A) Fairview South Addition ENG/DESIGN --> STORMWATER IMPROVEMENTS, REHAB; OUTLOT; YR 1/2 (30%) (JACOBS)	14,000	14,000	0	
Total	4,494,000	4,494,000	0	
ST 27(8) Wall Rehabilitation				

		0	0	0
	Total	0	0	0
ST 27(9) Facilities				
		0	0	0
	Total	0	0	0
ST 27(10) Road Construction				
M146(294B) Willow Springs; s/15th St, west to 25th St - ACCESS ROAD		3,000,000	3,000,000	0
M146(335B) Area; 21st - 25th St s/Cornhusker E/W ACCESS RD CONSTRUCTION		2,100,000	2,100,000	0
	Total	5,100,000	5,100,000	0
ST 27(11) Signal Improvements				
M146(232A) City-wide Traffic Signal Communication Upgrades ENG/DESIGN --> COMMUNICATION LINES, VIDEO, CONTROLLERS, BATTERY BACK-UP, MONITORING/DIAG.		120,000	120,000	0
M146(243B) Chandler Rd; Ft Crook Rd to 25th St SIGNAL REPLACEMENT - YR 1/2		750,000	750,000	0
	Total	870,000	870,000	0
ST 27(12) Asset Management				
M146(319) Pavement Manage System - DATA COLLECTION, IMPLEMENTATION; YR 1		175,000	175,000	0
	Total	175,000	175,000	0
ST 27(13) Vehicles and Equipment				
DEPT EQUIPMENT REPLACEMENT		500,000	500,000	0
	Total	500,000	500,000	0

WW 27 (1) VFD Replacements
WW 27 (2) Stationary Generator

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

MEMORANDUM

PROJECTS BY YEAR

City Council

FISCAL YEAR 2028

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year				
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Cemetery				
	-	-	-	
	-	-		
Total	-	-	-	
Code				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 28(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				
FI 28 (1) Replace Van 1 2000 Van	65,000	65,000	-	
FI 28 (2) Replace Brush 33 2002 Chevy 3500	100,000	100,000		
FI 28 (3) Replace Engine 4 2000 Segrave Tanker /Pumper	1,000,000	1,000,000	-	

Total	1,165,000	1,165,000	-	
Information Technology (IT)				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Library				
No capital projects this fiscal year	-	-	-	0
Total	-	-	-	
Parks				
No capital projects this fiscal year.	-	-	-	
	-	-	-	
	-	-	-	
	-	-		
	-	-		
Total	-	-	-	
Permits and Inspections				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Police				
PO 28(1) Fleet Purchase	350,000	350,000	-	
PO 28(2) Technology Update	200,000	200,000	-	
PO 28(3) Range Update	70,000	70,000		
	-	-		
Total	620,000	620,000	-	
Public Works				
PW 28(1) Public Works Facility	28,750,000	28,750,000	0	
	-	-	-	
Total	28,750,000	28,750,000	-	

Recreation				
Total	-	-	-	
Streets				
ST 28(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	755,000	755,000	-	AC Funding
ST 28(2) 2028 Concrete Projects	3,890,000	3,890,000	-	See Detail Listing
ST 28(3) 2028 Overlay Projects	2,515,000	2,515,000	-	See Detail Listing
ST 28(4) 2028 Reconstruction Projects	4,271,250	4,271,250	-	See Detail Listing
ST 28(5) South 36th Street	-	-	-	NDOT 80% cost share
ST 28(6) Bridge Repairs	3,925,000	3,925,000	-	See Detail Listing
ST 28(7) Drainage Improvements	5,614,000	5,614,000	-	See Detail Listing
ST 28(8) Wall Rehabilitation	-	-	-	See Detail Listing
ST 28(9) Facilities	10,000,000	10,000,000	-	See Detail Listing
ST 28(10) Road Construction	-	-	-	See Detail Listing
ST 28(11) Signal Improvements	1,644,000	1,644,000	-	See Detail Listing
ST 28(12) Asset Management	200,000	200,000	-	See Detail Listing
ST 28(13) Vehicles and Equipment	500,000	500,000	-	See Detail Listing
Total	33,314,250	33,314,250	-	
Wastewater				
	-	-	-	
Total	-	-	-	
CAPITAL TOTAL ALL DEPARTMENTS	**64,599,250**	**64,599,250**	-	

PROJECT DESCRIPTIONS

ED 28(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 28 (1) Replace Van 1 2000 Van
FI 28 (2) Replace Brush 33 2002 Chevy 3500
FI 28 (3) Replace Engine 4 2000 Segrave Tanker /Pumper

PO 28(1) Fleet Purchase
PO 28(2) Technology Update (Watchguard Servers, Computers)

PO 28(3) Range Update (Range Equipment)			
PW 28(1) Public Works Facility PHASE 1 CONSTRUCTION YR 2/2			
ST 28(1) Major Street Resurfacing (MAPA/NDOT AC Funding)			
M146(326) Childs Rd W; 19th to 25th St - RESURFACING (MAJOR)	340,000	340,000	0
M146(353B) Quail Creek Addition; Quail Dr RESURFACING (MAJOR)	415,000	415,000	0
Total	**755,000**	**755,000**	**0**
ST 28(2) 2025 Concrete Projects			
M146(359) Area: N/Harrison, S/Robin Dr; W/48th St PAVEMENT REHAB, INLETS, CURB RAMPS - YR 1/3	500,000	500,000	0
M146(360) College Heights PAVEMENT REHAB, INLETS, CURB RAMPS	605,000	605,000	0
M146(361) Tregaron Addition PAVEMENT REHAB, INLETS, CURB RAMPS	340,000	340,000	0
M146(362) Castle Ridge Addition PAVEMENT REHAB, INLETS, CURB RAMPS	385,000	385,000	0
M146(363) Pine Ridge Addition PAVEMENT REHAB, INLETS, CURB RAMPS	305,000	305,000	0
M146(364) Samson Way, Golden Blvd to 26th St PAVEMENT REHAB, INLETS, STORM PIPE REPAIR, CURB RAMPS	190,000	190,000	0
M146(365) 42nd St; Mark St to Quail Dr PAVEMENT REHAB, INLETS, CURB RAMPS	130,000	130,000	0
M146(366) Fairview Rd; Ft Crook to 25th St PAVEMENT REHAB, INLETS, CURB RAMPS	285,000	285,000	0
M146(367A) Galvin Rd; Ft Crook Rd to Birchcrest Rd REHAB, ADVANCE CONCRETE REPAIRS	420,000	420,000	0
M146(369) Harrison St; 48th St west to City limits PAVEMENT REHAB, INLETS, CURB RAMPS	255,000	255,000	0
M146(370A) Sun Valley Addition REHAB, ADVANCED CONCRETE REPAIRS < RESURFACING	475,000	475,000	0
Total	**3,890,000**	**3,890,000**	0
ST 28(3) 2025 Overlay Projects			
M146(246B) Marian Ave.; Bellevue Blvd S to Lincoln Rd - RESURFACING	300,000	300,000	0
M146(280B) Fontenelle Hills; Martin Dr and Ridgewood Dr – RESURFACING	710,000	710,000	0
M146(350B) Bellaire Heights Addition; W Mission Ave, Bellaire Blvd RESURFACING	395,000	395,000	0
M146(351B) Kirby Addition; Englewood, Wilshire RESURFACING	320,000	320,000	0
M146(352B) Green Meadows Addition; 20th St to 25th St, Lucille Dr to Morrie Dr RESURFACING; LUCILLE DR, MORRIE DR, 20TH ST	405,000	405,000	0
M146(357B) Normandy Hills Addition RESURFACING; GRENOBLE DR, BORDEAUX AVE, NORMANDY BLVD, VERSAILLE ST	385,000	385,000	0
Total	**2,515,000**	**2,515,000**	**0**
ST 28(4) 2025 Reconstruction Projects			
M146(314B) Area 19th to 25th St, Cornellia St to Childs Rd - RECONSTRUCTION; YR 2	675,000	675,000	0
M146(3115B) Area west fo 36th St, Giles Rd to Marie St - RECONSTRUCTION; YR 2	725,000	725,000	0
M146(324B) Cornhusker Rd; Ft Crook to 25th St Y2; ROW, UTILITIES--> COORIDOR WIDENING	420,000	420,000	0

M146(327B) W 24th Ave; Lincoln Rd to Calhoun St - REHAB/RESURFACING, INTERSECTION IMPROVEMENT, CURBING, STORM SEWERS	535,000	535,000	0
M146(329A) S 25th St; Lynnwood Dr to Fairview Rd - YR 2 ENG/DESIGN, ROW --> RECONSTRUCTION	287,500	287,500	0
M146(338B) Mission Ave, Hancock St to Washington St - STORM SEWER REHAB, DRAINAGE IMPROVEMENTS	875,000	875,000	0
M146(345B) Childs Rd W; Ft Crook Rd to Nebraska Dr RECONSTRUCTION YR 2; TRAFFIC SIGNALS	660,000	660,000	0
M146(354A) BBS, BBS; 13th & Harrison to Lord Blvd ENG/DESIGN, CONCEPTUAL --> CORRIDOR REHAB; CURB, PATHS/WALKS, DRAINAGE, STREETSCAPE, LIGHTS	93,750	93,750	0
Total	**4,271,250**	**4,271,250**	**0**
ST 28(5) South 36th Street			
	0	**0**	**0**
Total	0	0	0
ST 28(6) Bridge Repairs			
M146(330B) Twin Creek Dr; 36th to 42nd St - BRIDGE REPAIRS, APPROACH; STREET REHAB, CURB RAMPS, INLET REPAIRS	925,000	925,000	0
M146(348B) Ft Crook Rd - Capehart Rd to Fairview Rd BRIDGE REHAB; RESURFACING; YR 1/2	3,000,000	3,000,000	0
Total	**3,925,000**	**3,925,000**	**0**
ST 28(7) Drainage Improvements			
M146(205B) Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 2/2	225,000	225,000	0
M146(258) Willow Springs Addition; s/Hogantown Dr, b/t Lots 198,40 - DRAINAGE IMPROVEMENTS	95,000	95,000	0
M146(300B) Area west of 26th St, N of Chandler Rd - DRAINAGE IMPROVEMENTS, STRUCTURES, PAVING	3,205,000	3,205,000	0
M146(341B) Ft Crook Rd; Avery Rd to Peoples Rd DRAINAGE IMPROVEMENTS - YR 2/2	490,000	490,000	0
M146(343B) Spring Creek north of Gilmore Lake Rd DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 1	145,000	145,000	0
M146(347B) Squaw Creek; Area of 30th & Childs Rd to Old 36th St STORM SEWER REHAB, DRAINAGE IMPROVEMENTS - YR 1/2	435,000	435,000	0
M146(349A) Fairview South Addition ENG/DESIGN --> STORMWATER IMPROVEMENTS, REHAB; OUTLOT; YR 2/2 (100%) (JACOBS)	14,000	14,000	0
M146(371) Olde Towne Area; Warren St to Mission Ave, 13th Ave to 31st Ave STORM SEWER REHAB; INLET BOXES, PIPE INSTALL - YR 1/4	1,005,000	1,005,000	0
Total	**5,614,000**	**5,614,000**	**0**
ST 28(8) Wall Rehabilitation			
	0	0	0
Total	0	0	0
ST 28(9) Facilities			

M146(325B) City of Bellevue Public Works Facility YR 4 CONSTRUCTION	10,000,000	10,000,000	0
Total	**10,000,000**	**10,000,000**	**0**
ST 28(10) Road Construction			
	0	0	0
Total	0	0	0
ST 28(11) Signal Improvements			
M146(232B) City-wide Traffic Signal Communication Upgrades COMMUNICATION LINES, VIDEO, PRE-EMPTION, BATTERY BACK-UP, MONITORING/DIAGNOSTICS - YR 1/2	850,000	850,000	0
M146(243B) Chandler Rd; Ft Crook Rd to 25th St COORIDOR SIGNAL REPLACEMENTS - YR 1/2	700,000	700,000	0
M146(358A) Galvin Rd & Pelton Ave/Wall St ENG/DESIGN --> SIGNAL REPLACEMENT, INTERSECTION IMPROVEMENTS, CURB RAMPS	42,000	42,000	0
M146(368) Galvin Rd & Harlan Dr ENG/DESIGN --> SIGNAL IMPROVEMENTS; DETECTION, CONTROLLER/CABINET, PRE-EMPT, BATT BACK-UP	52,000	52,000	0
Total	**1,644,000**	**1,644,000**	0
ST 28(12) Asset Management			
M146(319) Pavement Manage System - DATA COLLECTION, IMPLEMENTATION; YR 2	200,000	200,000	0
Total	**200,000**	**200,000**	**0**
ST 28(13) Vehicles and Equipment			
DEPT EQUIPMENT REPLACEMENT	500,000	500,000	0
Total	**500,000**	**500,000**	0

14c.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY: Tammi Palm		Planning Manager		
AGENDA ITEM:	CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to approve the Fort Crook Road Plan. Applicant: City of Bellevue.

SYNPOSIS/BACKGROUND:

The City has contracted with Doug Bisson, Community Planning and Urban Design Lead for HDR, to update the Fort Crook Road Redevelopment Plan. The plan looks to transform the corridor into a "walkable urban lifestyle" utilizing Metro BRT (Bus Rapid Transit), dedicated bike lanes, Transit Oriented Development (TOD), and green infrastructure. Metro, MAPA, and the Papio-Missouri River NRD have submitted letters of support for the updated plan.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department is recommending approval of the Fort Crook Road Redevelopment Plan. The Planning Commission recommended approval of the Fort Crook Road Redevelopment Plan with additional language to be provided by Commissioner Ackley in regards to implementation prior to the plan moving forward to the City Council. (The attached plan reflects these edits.)

ATTACHMENTS:

1.	PC Recommendation Sheet	2.	Planning Department Memo	3.	Fort Crook Road Redevelopment Plan
4.	Letters of support	5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 170

CITY COUNCIL HEARING DATE: August 16, 2022

REQUEST: to approve the Fort Crook Road Plan.

On July 28, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL based upon the plan as presented with additional language to be provided by Commissioner Ackley in regards to implementation prior to the plan moving forward to the City Council.

VOTE:

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

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

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

We Influence The World!

MEMORANDUM

TO: Mayor Rusty Hike
City Administrator Jim Ristow
City Council
FROM: Tammi Palm, Planning Manager
DATE: August 9, 2022
RE: Fort Crook Road Redevelopment Plan

On April 6, 2021, the City Council approved a contract with HDR to update the Fort Crook Road Redevelopment Plan. The original Fort Crook Road Redevelopment Plan was drafted by HDR and finalized in November 2008. It is the city's desire to continue to pursue redevelopment along the corridor. As such, city staff and administration saw the need to update the current plan. Doug Bisson, Community Planning and Urban Design Lead for HDR, has been leading this effort. HDR will be available to present this plan and answer questions at our Planning Commission meeting.

Attached is a draft copy of the Fort Crook Road Redevelopment Plan for the Commission's review. The Plan looks to transform the corridor into a "walkable urban lifestyle" utilizing Metro BRT (Bus Rapid Transit), dedicated bike lanes, Transit Oriented Development (TOD), and green infrastructure.

Staff supports this vision for the Fort Crook Road corridor and is recommending approval of the plan. Successful implementation of the plan will require collaboration from various entities including MAPA, Metro, Papio-Missouri River NRD, and the City of Omaha.

Letters in support of the plan have been received from MAPA, Metro, and the Papio-Missouri River NRD and are attached.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL based upon the city's desire to transform Fort Crook Road and promote redevelopment along the corridor.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL based upon the plan as presented with additional language to be provided by Commissioner Ackley in regards to implementation prior to the plan moving forward to the City Council.

MAPA Omaha - Council Bluffs Metropolitan Area Planning Agency

2222 Cuming Street
Omaha, NE 68102-4328

402-444-6866 P
402-951-6517 F

www.mapacog.org
mapa@mapacog.org

July 6, 2022

Tammi Palm
1510 Wall Street
Bellevue, NE 68005

RE: City of Bellevue Fort Crook Road Redevelopment Plan

Dear Ms. Palm:

I am writing today in support of the adoption of the Fort Crook Road Redevelopment Plan. MAPA serves as the Metropolitan Planning Organization for the Omaha-Council Bluffs region. In this role we facilitate the transportation planning process for the region and coordinate transportation investments to make progress towards our shared regional goals.

The Fort Crook Road Redevelopment Plan provides an updated framework for guiding development and infrastructure investments in the heart of Bellevue. The plan provides a holistic vision for bringing about a new land use context to the Fort Crook Road corridor through compact, walkable neighborhoods. These activity centers along the corridor will provide new opportunities for residents and visitors to live, work and play within the core of the city. This type of infill development–focusing new growth in areas with existing infrastructure–is a core tenet of the Heartland 2050 Regional Vision and helps balance our region's future growth with the quality of life that draws and retains people to the region.

Much of the promise of this plan hinges on fast, frequent transit service to connect the region's largest employer–Offutt Air Force Base–into the regional transit system. Transit plays a fundamental role in providing for accessible employment, educational and other opportunities that are part of people's daily lives. MAPA's Transit Return on Investment Study identified that for every dollar invested in transit in the region, $2 are returned in economic benefits. When transit investments are paired with transit-supportive development like what is identified Fort Crook Road Redevelopment Plan, the economic benefits can increase to up to $9 dollars for every dollar invested. MAPA has worked closely with the City of Bellevue and Metro Transit to plan for and coordinate future transit investments along the corridor–maximizing the investment of developers and the City of Bellevue. To this end, MAPA has committed funding through its Heartland 2050 Mini-Grant Program to undertake the initial steps in the project development process and to build support for transit investments within Bellevue. Making the Fort Crook Road more walkable and connecting Bellevue residents to the region with transit investments also further the goals laid out in Bellevue's Complete Streets Policy.

MAPA is a committed partner to the City of Bellevue on these efforts and I encourage the City to adopt this plan. Thank you for your consideration of this letter.

Sincerely,

Michael Helgerson
Executive Director

RECEIVED
JUL 06 2022
PLANNING DEPT.

Transit Authority of the City of Omaha

ometro.com

July 19, 2022

Tammi Palm
1510 Wall Street
Bellevue, NE 68005

RE: City of Bellevue Fort Crook Road Redevelopment Plan

Dear Ms. Palm:

I am writing today on behalf of Metro to express our support for the Fort Crook Road Redevelopment Plan. The Plan calls for a thoughtful and strategic investment in the Fort Crook Road corridor with infill development and activity centers anchored by a high-quality transit line. This plan is an excellent example of thoughtful and strategic integration of land use and transportation planning, centered around placemaking that has the potential to create a powerful and significant investment in the heart of Bellevue and improve connections to and throughout the rest of the region. The proposed development and transit line in the Plan work well together and are mutually reinforcing of each other. This type of integrated planning combined with creating walkable neighborhoods is crucial to improving mobility and successful transit service.

The Plan calls for a regionally significant investment in transit along Fort Crook Road – connecting new and existing activity centers, Offutt Air Force Base, and the regional transit system. This Plan aligns extremely well with Metro's vision and planning for the transit network. Of note, earlier this year, Metro completed our MetroNEXT plan which will guide strategic investments in the transit network to 2030. In the MetroNEXT plan, a Bus Rapid Transit (BRT) line along Fort Crook Road was identified as a noteworthy project worthy of further analysis and study due to its extremely high potential to help achieve regional goals and advance Metro's vision of creating an efficient, equitable, and accessible transit system to serve the mobility needs of those who live, work, learn, and play throughout the region. Additionally, Metro has identified the 24th Street Corridor as a high priority transit corridor that is currently being studied for conversion to an enhanced bus or ORBT line – creating a unique opportunity to tie a potential transit investment in Fort Crook Road into the rest of the transit system.

Metro would be more than happy to assist the City of Bellevue with further studies and implementation of this thoughtful plan. Metro is a committed partner with the City of Bellevue on the reimagining of Fort Crook Road and I encourage the City to adopt this plan. Please don't hesitate to reach out and let me know if Metro can be of any assistance to the City in this endeavor.

Sincerely,

Lauren A. Cencic
Chief Executive Officer

RECEIVED
JUL 20 2022
PLANNING DEPT.

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT

8901 S. 154TH ST.
OMAHA, NE 68138
(402) 444-6222
FAX (402) 895-6543
www.papionrd.org

July 22, 2022

Bellevue Planning Commission
1500 Wall Street
Bellevue, NE 68005

Dear Planning Commission Members:

The purpose of this correspondence is to serve as a letter of support on the Fort Crook Road Redevelopment Plan. As you are aware, Fort Crook Road is a six lane, six and a half mile stretch of former state highway that has been transferred to the City of Bellevue, Nebraska. The transfer of the roadway was to allow the City of Bellevue the opportunity to develop this transportation corridor for the betterment of the city, its citizens, and Offutt Air Force Base. With the completion of the Fort Crook Road redevelopment plan this roadway can finally begin the transformation from a 1960's styled highway to a 21st Century designed multi-modal environmentally friendly modern transportation corridor.

The City of Bellevue has many challenges associated with development within its jurisdiction; topography, stormwater drainage, flood plain and floodway issues and Highway 75. All these challenges create obstacles that need to be over-come to create sustainable development inside the city's extra territorial jurisdiction. Creating a six and a half-mile-long sustainable development corridor inside the city's ETJ will allow for the use of multiple modes of transportation, including a potential for BRT Transit service and reducing tailpipe emissions, increasing population density, providing walking, biking, and running paths, as well as providing for the opportunity to create better stormwater management for the corridor.

Fort Crook Road is an untapped valuable resource for the entire metro area. Increasing the population density along the corridor will provide economic and environmental benefits for future generations. The Papio Missouri River NRD has a long and successful relationship with the City of Bellevue in advocating for and partnering with the city to create recreational opportunities, as well as, economic and environmental benefits for the citizens of Bellevue and Sarpy County. I and the Papio NRD Board of Directors look forward to working with the City of Bellevue as the redevelopment of Fort Crook Road proceeds.

Best Regards,

John Winkler
General Manager

RECEIVED
JUL 20 2022
PLANNING DEPT.

FORT CROOK ROAD 2040

A PLAN FOR TRANSFORMING BELLEVUE'S CENTRAL SPINE

BELLEVUE, NEBRASKA

AUGUST 2022



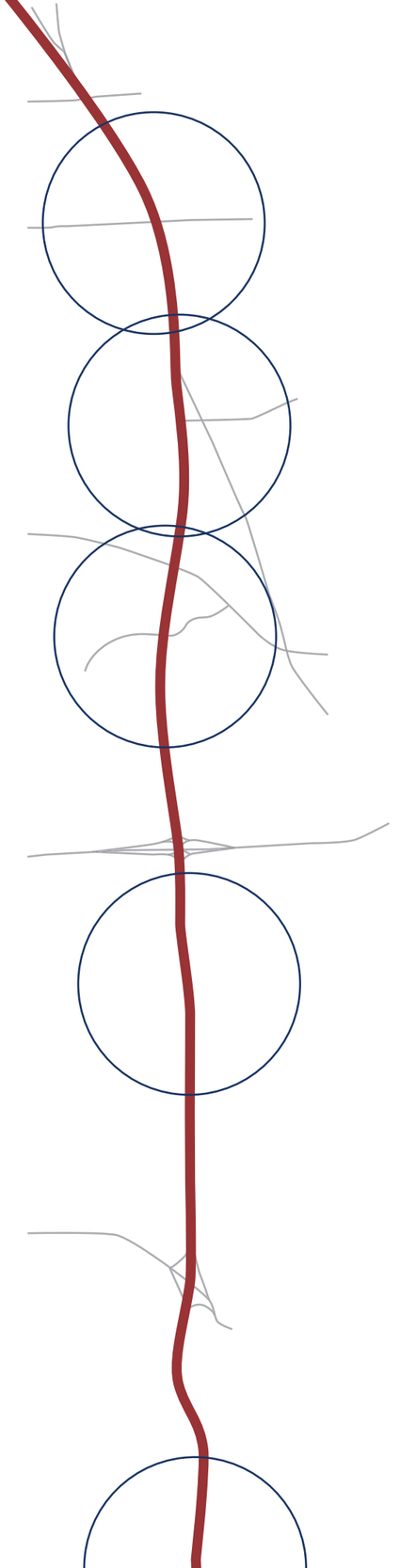
This document is a flexible tool, which presents a vision, framework, principles, and guidelines for the redevelopment of the Fort Crook Road corridor in Bellevue, NE. Further studies are intended to delineate/finalize the location and design of the BRT stations, buildings, open spaces, and mobility corridors, and the examples of redevelopment as set forth in this plan will be impacted by floodplain, flood way, and stormwater runoff studies. The recommendations contained within those future studies will serve as guidelines to the City of Bellevue's Planning Commission and City Council, whereby the designs set forth in this plan are conceptual in nature, depicting possible improvements that will fulfill the vision, follow the framework initiatives, and create the desired identity for the study area. Changes in priorities, budgets, programming, and/or physical constraints will almost certainly occur over time. Accordingly, this plan will provide a foundation and cohesive approach to future development initiatives along the Fort Crook Road corridor, but any future redevelopment plans submitted to the City of Bellevue's Planning Commission and City Council after adoption of this plan will not need to comply with any of the conceptual plans or nodes for redevelopment unless and until the City of Bellevue (i) approves of the location for any BRT stations, (ii) adopts an overlay district or other planning tools within the City's zoning regulations to implement a plan related to construction of the BRT stations, and (iii) approves a specific timeline for any future applicants with redevelopment plans to comply with the finalized and adopted Fort Crook Road plan.

ACKNOWLEDGEMENTS

A special thanks to all those who attended and participated in the Design Workshop; offered suggestions and ideas; provided insights, thoughts, and guidance; and assisted through the course of the planning process.

CONTENTS

THE VISION	**5**
TOTAL MOBILITY SYSTEM	**11**
GREEN INFRASTRUCTURE	**25**
REDEVELOPMENT OPPORTUNITIES	**33**



Bellevue NEBRASKA

We Influence The World!

HDR

THE VISION

TRANSFORM THE CORRIDOR

It's Tuesday morning as you wave to your neighbor while walking from your brand-new apartment to the corner coffee shop. After grabbing your latte and exchanging pleasantries with another neighbor, you walk a short block to the BRT station. Within minutes, you catch the north-bound bus heading to Downtown Omaha. Utilizing its own designated transitway, the BRT vehicle reaches its transfer point with the Omaha streetcar within a few short minutes, giving you barely enough time to read the digital version of the paper. There, you make the transfer to the streetcar and ride the final leg to your new research job at the University of Nebraska Medical Center. No car, no looking for parking, and no worries. This is the future of the Fort Crook Road corridor!

To achieve this vision of a walkable urban lifestyle, the corridor must embrace its opportunities, challenges, and potential:

- It must capitalize on the proposed Metro BRT (Bus Rapid Transit) line that will run on South 24th Street from Dodge Street to Q Street/the South Omaha Transit Center.
- It must extend this line along Fort Crook Road and use the corridor's excess lane capacity as an exclusive transitway and protected bikeway.
- It must strategically place BRT stations along the corridor so they can be used as catalysts for reinvestment/redevelopment.
- It must turn the corridor's wetlands into neighborhood assets. Floodplain concerns will need to be addressed prior to final implementation.
- It must require all new development projects along the corridor to use Transit Oriented Development (TOD) design principles that encourage ridership.

If done according to plan, Offutt Air Force Base and the new neighborhoods created along the corridor will be directly connected to Downtown Omaha, Midtown Crossing, the Blackstone neighborhood, and UNMC via the 24th Street BRT line, placing the corridor at a significant competitive advantage for redevelopment within the metro area. However, this transformation will not be easy. It took time for the corridor to stagnate and marginalize after being out-positioned within the marketplace by the construction of the Kennedy Expressway. And it will take time to transform itself to achieve the goals of this vision. Key decisions must be made, key implementation initiatives must be undertaken, and the vision itself must be adhered to. If done accordingly, the Fort Crook Road corridor will take its place among the other transformative districts within the region, including Aksarben Village, River's Edge, and the Blackstone District.



IMPLEMENTATION FRAMEWORK

The following elements provide a framework for the sustainable transformation of the Fort Crook Road corridor:













TOTAL MOBILITY SYSTEM

Redevelopment of the Fort Crook Road corridor should incorporate a holistic, interconnected, total mobility system that simplifies and enhances the way people move throughout the corridor. In other words, a system that focuses on moving people rather than only moving cars. This includes an enhanced pedestrian environment; public transit options focused on BRT; and alternative modes of transportation such as bicycles and scooters - allowing residents, employees, and visitors the ability to move about without a car.

GREEN INFRASTRUCTURE

The Fort Crook Road corridor is lined by a significant amount of development. This belies the fact that portions of the corridor are encumbered by designated floodplain and that a variety of wetlands have been identified along its route. As new development along the corridor begins to occur, green infrastructure and stormwater BMP's should be employed to help manage and address both stormwater quantity and quality.

TRANSIT ORIENTED DEVELOPMENT

New development along the corridor should be designed to support ridership of the BRT line. This means that development adjacent to the BRT stations should be dense, mixed-use in nature, and pedestrian-oriented. Density will decrease with distance from the respective stations. That said, even "one-off" development projects along the corridor should embody TOD design principles in order to help ensure success.

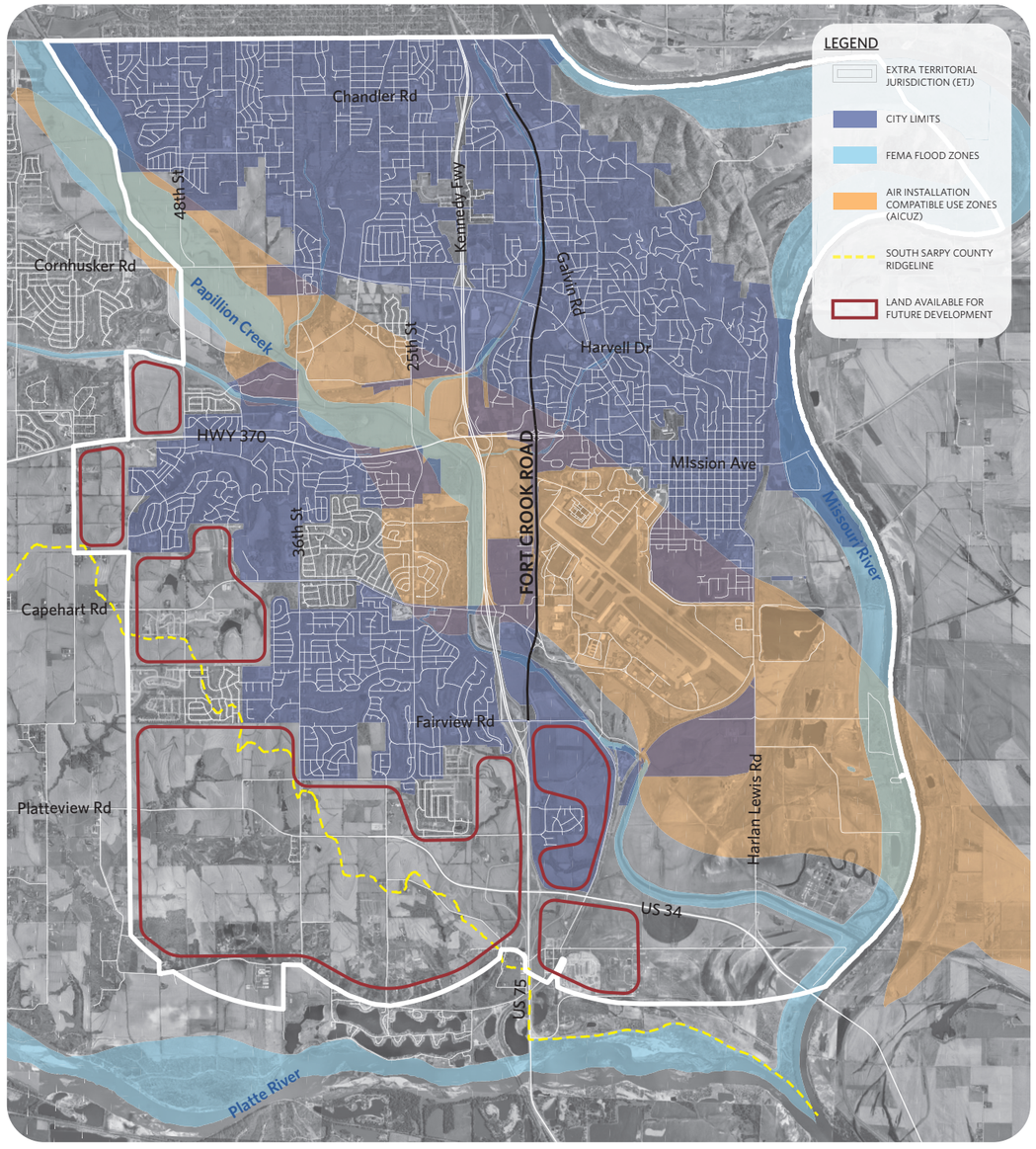
BENEFIT TO BELLEVUE

Integration into the expanding mobility network of the larger metropolitan area is just one of the many benefits this 2040 Plan will provide to the Bellevue community. At the most basic level, the Plan repositions Fort Crook Road itself, repurposing the roadway into a multi-modal conduit that will attract new residents, businesses, and visitors. This tranformation will help grow the population while also increasing the property and sales tax bases of the city.

The TODs envisioned to grow around each BRT stop will provide unique housing options for current and prospective residents. These residential areas will be diverse in composition and pedestrian-friendly, with ample connections provided to surrounding existing neighborhoods. Thus, the public open spaces lying at the heart of each TOD will be true community amenities.

The influx of "rooftops" (i.e. housing) along the corridor will help to attract new office, technology, and commercial uses to Bellevue. The city, then, will become a destination in its own right for metropolitan area residents and visitors alike looking to experience a future-focused district planned around creative mobility options and green infrastructure solutions.

Existing businesses and employers, most notably Offutt Air Force Base, will benefit from not only the advanced mobility options Fort Crook Road will offer but also the new uses and amenities offered at each of the TODs. For servicemen and women moving to Bellevue from across the country and the world, how attractive will it be to live in an area so well-connected and offering such a transformative corridor that still fits within a historic, cooperative community like Bellevue.



GREENFIELD AREAS AVAILABLE FOR FUTURE GROWTH

A CATALYST FOR GROWTH

Bellevue is quickly approaching a point where land available for new "greenfield" development within its jurisdiction will no longer exist. At present rates of development and looking ahead across various market factors, it is anticipated that the available land within the ETJ will be exhausted within the next 35 years. When this occurs, the City will be in the same company as other challenged communities, including Detroit, St. Louis, and Des Moines. With no outlet for continued growth, the population will stagnate, tax revenues will remain flat, and services will suffer. It will be difficult to maintain the existing quality of life the City's residents currently enjoy.

With growth limited to the east by the Missouri River, the north by the City of Omaha, and to the west by Papillion's jurisdiction, growth to the south and southwest is the only option. Yet this is not without its own challenges, including topography, infrastructure, and the Platte River. The map on the previous page highlights the limited amount of land remaining for development at the city's periphery.

To avoid the plight of other communities that have suffered from curtailed growth opportunities, Bellevue must proactively position itself for success, and embrace infill redevelopment and density at its core. Fortunately, there is no better place with existing capacity to support this type of growth than the Fort Crook Road corridor. Other communities within the metropolitan area have already created a similar corridor-based infill redevelopment framework:

- Council Bluffs reconstructed West Broadway in order to better accommodate vehicular traffic, allowing it to leverage the 1st Avenue corridor for enhanced bike, ped, and transit service. In the future, dense walkable urban neighborhoods will line the corridor, with streetcar or BRT service connecting Downtown Council Bluffs with Downtown Omaha.
- The city of Papillion identified 72nd Street and Capehart Roads in its Comp Plan update as the arterial corridors that will support future transit service and dense, mixed-use neighborhoods at key nodes along these corridors.
- Ralston, landlocked on all sides, recently developed its Downtown/Hinge Master Plan proposing strategic redevelopment sites along Main Street and around a large community open space along its 72nd Street frontage. Infill development is already occurring.
- Omaha recently completed its Urban Core Strategic Plan, with a goal of attracting 30,000 new employees and 30,000 new residents to its core, all within 20 years. The first project to help achieve this, the streetcar, is currently working its way through the approval process.

To the south, Bellevue is actively engaged in the planning for large development sites adjacent to the interchange of U.S. Highways 34 & 75. The new projects at this location could be "game changers" for the City - and the demand for, and success of these projects can only increase if they are directly connected to Bellevue, and the region, via the total mobility system outlined in this proactive plan for the Fort Crook Road corridor.

TOTAL MOBILITY SYSTEM

Overview

Fort Crook Road Cross Sections

BRT Stations

Transit Lane Alignment Transitions

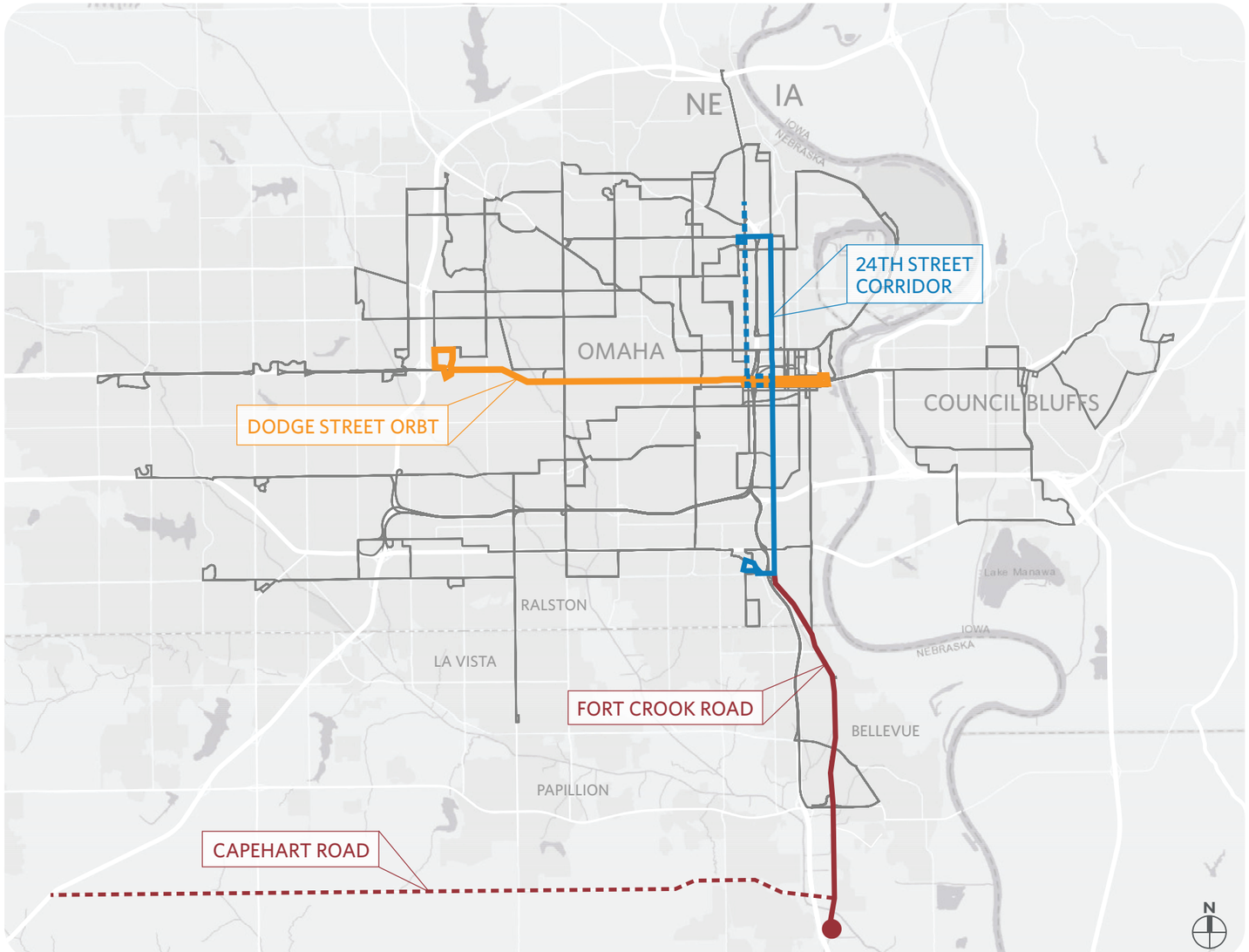
Cornhusker Road Traffic Simulation

OVERVIEW

As discussed previously, the Fort Crook Road corridor should embody a holistic, interconnected, total mobility system that simplifies and enhances the way people move throughout the corridor. Essentially, the goal is to create a mobility system that moves people in a variety of ways. This includes an enhanced pedestrian environment (i.e. sidewalks, trails, buffered bikeway, etc.); the Fort Crook Road/24th Street BRT line; and active mobility such as bicycles and scooters. Done correctly, this total mobility system will allow corridor residents, employees, and visitors the ability to move about without a car.

CONNECTION TO 24TH STREET BRT LINE

Later this year, Metro will undertake a study to examine its next BRT line. This line will run north of Dodge Street on either 24th Street or 30th Street. South of Dodge Street, it will run on 24th Street south to Q Street/the South Omaha Transit Center. Once this line becomes operational, the City of Bellevue and Metro should extend the line farther to the south, within its own exclusive transitway, along Fort Crook Road. The extended line would provide access to and from Bellevue, including Offutt Air Force Base, and would terminate at a future transit center located at Fairview Road.



METRO TRANSIT NETWORK MAP

GRAPHICS NOTE:

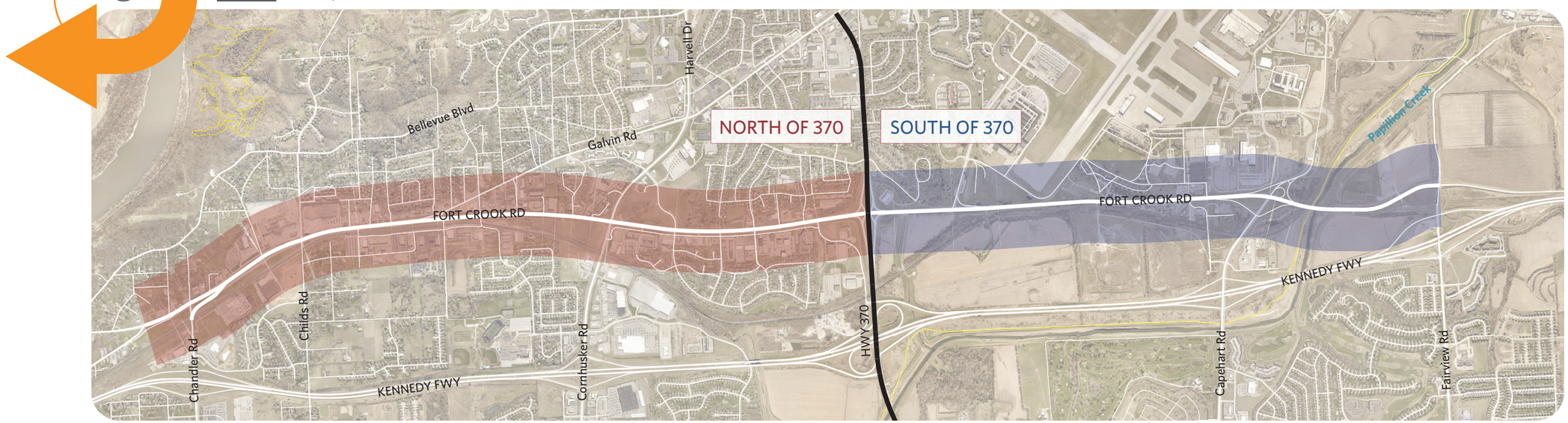
The remaining plan/map view images within this document are presented with north facing to the left.

BICYCLE / PEDESTRIAN NETWORKS

The existing traffic lanes used for the exclusive BRT transitway contain enough space to accommodate a protected bikeway. This bikeway will extend the length of the corridor, and function as a non-motorized mobility spine through the center of Bellevue. In addition to bicycles and eBikes, it will accommodate scooters and other forms of mobility. The protected bikeway will be supplemented by a robust network of sidewalks, to be constructed as new development occurs along the corridor.

VEHICLES

The remaining lanes along Fort Crook Road will continue to be used for vehicular traffic. Current and projected traffic volumes will fit within a standard three-lane section – a lane in each direction plus a center turn lane - north of Highway 370, and a vehicular lane in each direction south of Highway 370. Intersections will need to be reconstructed accordingly in order to align with the new configuration of the corridor.



TYPICAL CROSS SECTIONS DIAGRAM - North of 370 | South of 370

FORT CROOK ROAD CROSS SECTIONS

The following pages outline the concept for transitioning Fort Crook Road from its current cross section that is designed solely for vehicular use to a new cross section that accommodates an exclusive BRT transitway, protected bike lanes, and vehicular lanes. The goal is to accomplish as much of this as is possible within the existing cartway so that implementation can occur in a cost-effective manner. Initial traffic analysis shows that the proposed lane configurations will serve future peak hour traffic demand. Refer to traffic simulation description on page 21. As the project moves into implementation, a detailed traffic operations analysis for existing and future demand is recommended.



NORTH OF 370: EXISTING CROSS SECTION

The current cross section of Fort Crook Road consists of a wide right-of-way, a variable-width median, and six lanes of traffic, three northbound and three southbound. This cross section was designed to move a significant amount of traffic along the corridor prior to the construction of the parallel Kennedy Freeway. With redundant facilities, traffic volumes along Fort Crook Road have dropped significantly.

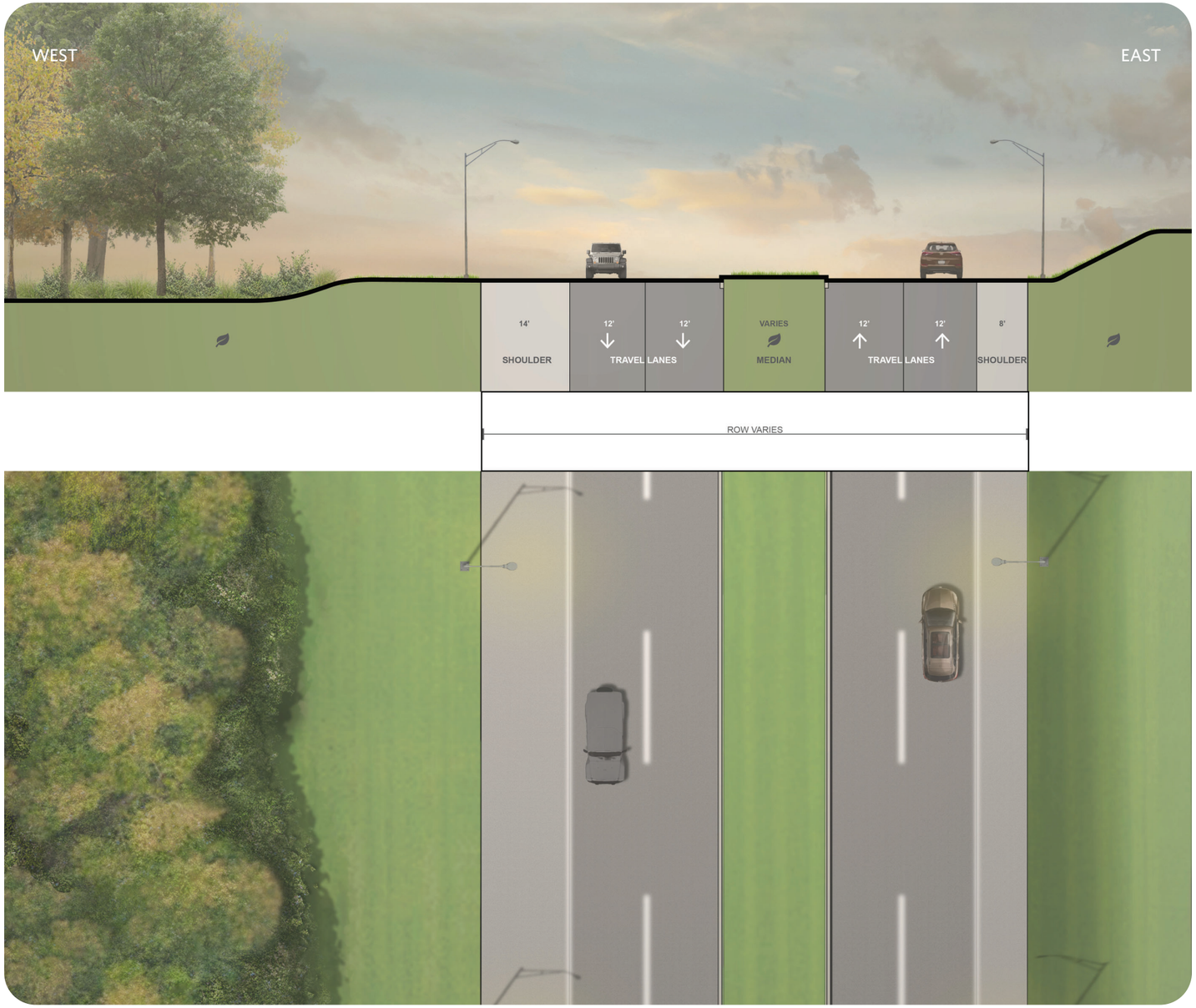


Existing Fort Crook Road corridor north of Highway 370



NORTH OF 370: PROPOSED CROSS SECTION

The goal of the proposed cross section north of Highway 370 is to keep as much of it as possible within the existing edge of pavement. Vehicular traffic would be moved to the three north-bound lanes and striped as a 3-lane section – one northbound lane, one southbound lane, and a center turn lane. The three southbound lanes would be transitioned to a bi-directional exclusive transitway and a bi-directional protected bikeway. The transitway and bikeway are positioned on the west side of the right-of-way to take advantage of the parallel railroad tracks, which by its design, reduces the number perpendicular street crossings/intersections along its route, therefore limiting the number of potential conflicts for the BRT and cyclists.



SOUTH OF 370: EXISTING CROSS SECTION

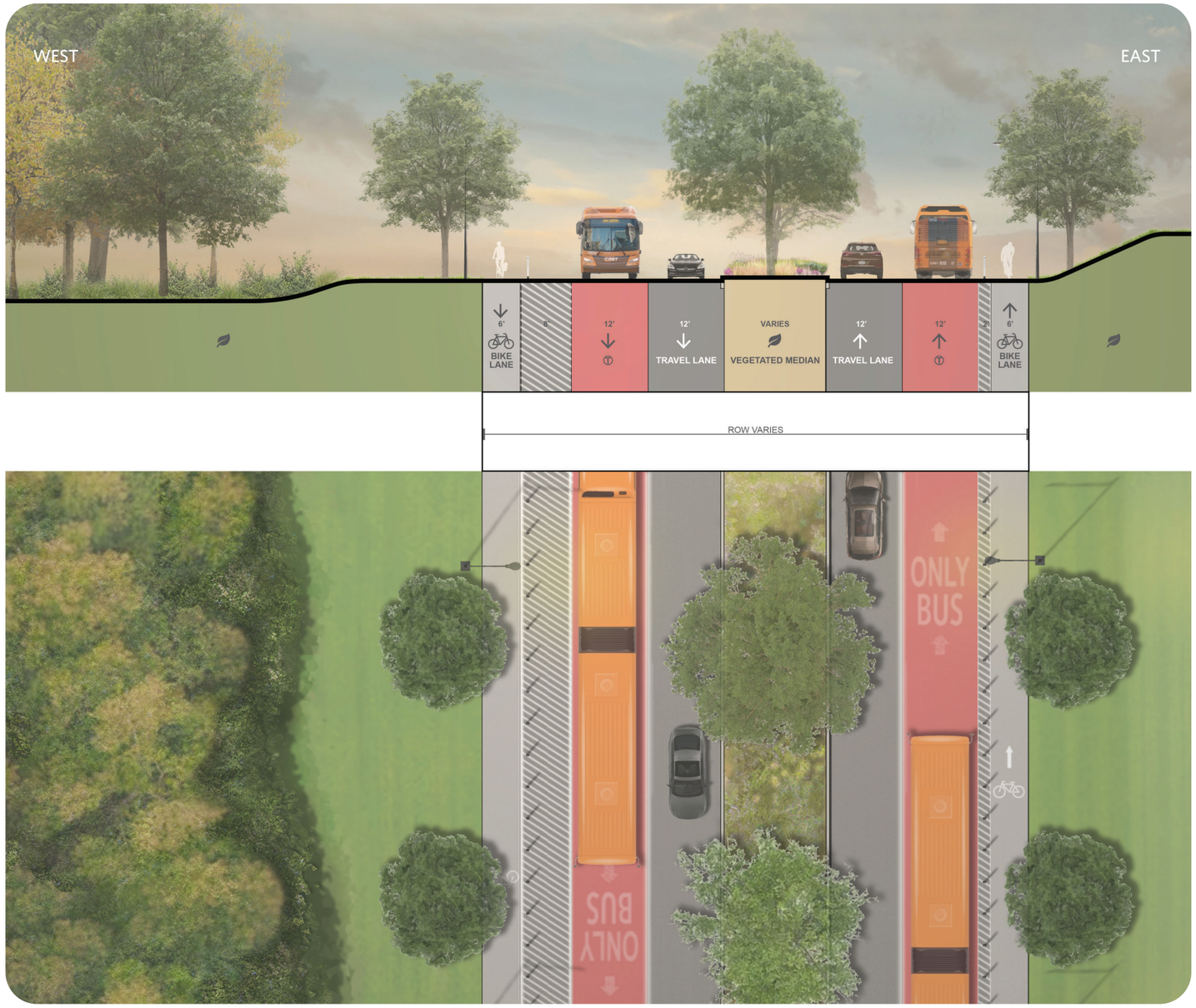
The current cross section of Fort Crook Road consists of a variable-width right-of-way, a median, and four lanes of traffic, two northbound and two southbound. In addition, wide shoulders are present along its outer lanes. Similar to the existing section north of Highway 370, this cross section was designed to move traffic along the corridor (and to Offutt Air Force Base) prior to the construction of the parallel Kennedy Freeway.



Existing Fort Crook Road corridor south of Highway 370

SOUTH OF 370: PROPOSED CROSS SECTION

As to the north, the goal of the proposed cross section south of Highway 370 is to keep as much of it as possible within the existing edge of pavement. However, the proposed cross section is adapted to better-fit the existing pavement width along this southern section. The inside lanes in each direction will accommodate vehicular traffic, while the outside lanes will be marked as exclusive transitway. Outside the transitway, the shoulder in each direction will be striped as a protected bikeway.



BRT STATIONS

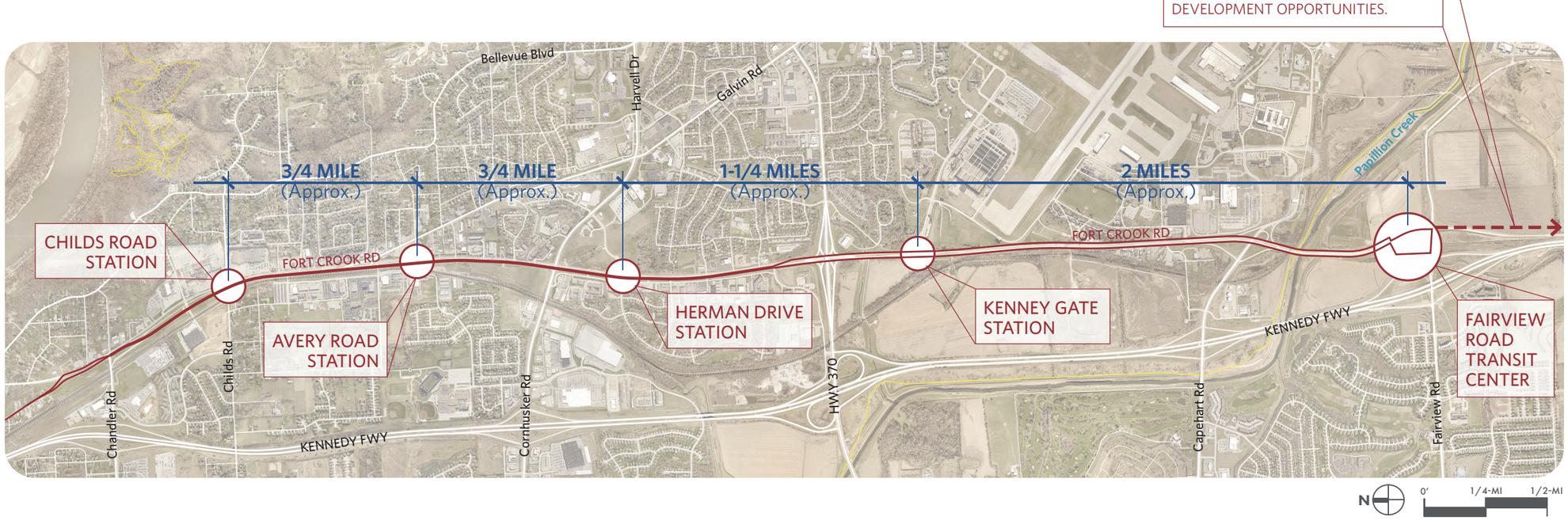
STATION SPACING

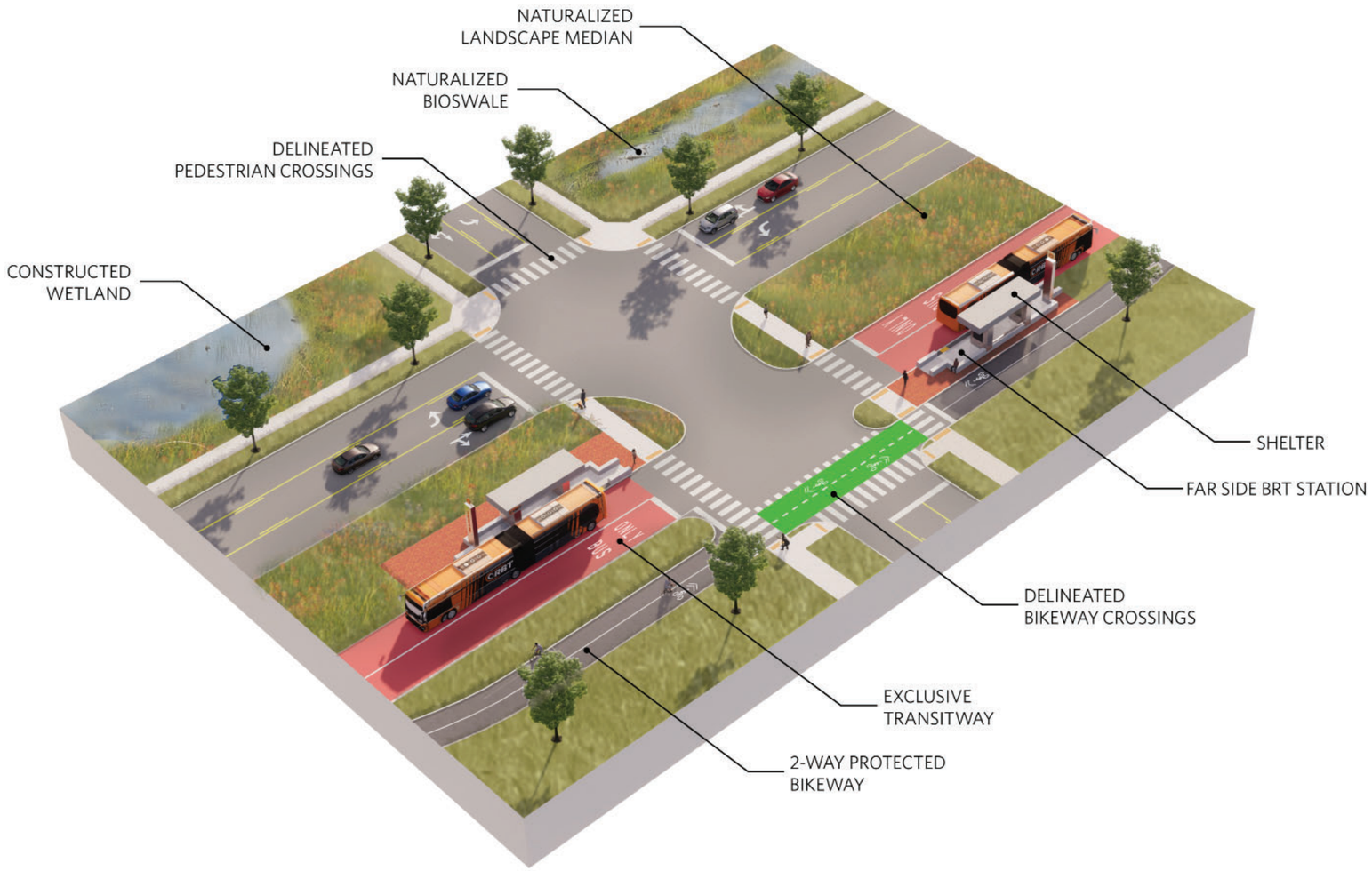
BRT provides a transit function – in other words, its goal is to transport riders greater distances and at a higher rate of speed. As such, station spacing becomes critically important. If you provide too many stops, the rate of speed decreases and riders may choose an alternative mode of transportation. If you provide too few stations, there are negative impacts on ridership. The goal is to find the "sweet spot" on the spacing, typically somewhere between ¾ and 1-mile apart. Using this as an ideal, while also examining the redevelopment potential created around the stations, five (5) stations are proposed along the Fort Crook Road corridor. These stations are located at the following locations:

- CHILDS ROAD (SOUTHROADS)
- AVERY ROAD (GALVIN ROAD INTERSECTION)
- HERMAN DRIVE (BELLEVUE UNIVERSITY)
- KENNEY GATE (OFFUTT AIR FORCE BASE)
- FAIRVIEW ROAD (SOUTHERN TERMINUS AND TRANSIT CENTER)

Most stations will embody typical design and associated features. However; the Kenney Gate sation will need to address security requirements. Access to and from the base will require that riders pass through base security at the gate. A sidewalk from the station to the gate will be necessary, as well as a protocol for passing though security at this auto-oriented gate. Additionally, the base will need to provide an "inside-the-gate" shuttle so that riders on the base can access the station. Coordination with base leadership will be absolutely critical to ensure this station's functional requirements and success.

TRANSIT CENTER COULD BE LOCATED FURTHER SOUTH ALONG FORT CROOK ROAD DEPENDING ON FUTURE DEVELOPMENT OPPORTUNITIES.





AXONOMETRIC DIAGRAM OF A BRT STATION

STATION LAYOUT & DESIGN

The BRT stations highlighted in this plan replicate those on the existing ORBT line along Dodge Street in Omaha. As such, it is assumed that the Fort Crook Road line, although it will travel on an exclusive transitway, will be similar. Key features include the following:

- Far-side stations
- Curbside loading
- Standard passenger loading zone configuration
- Shelters
- Amenities

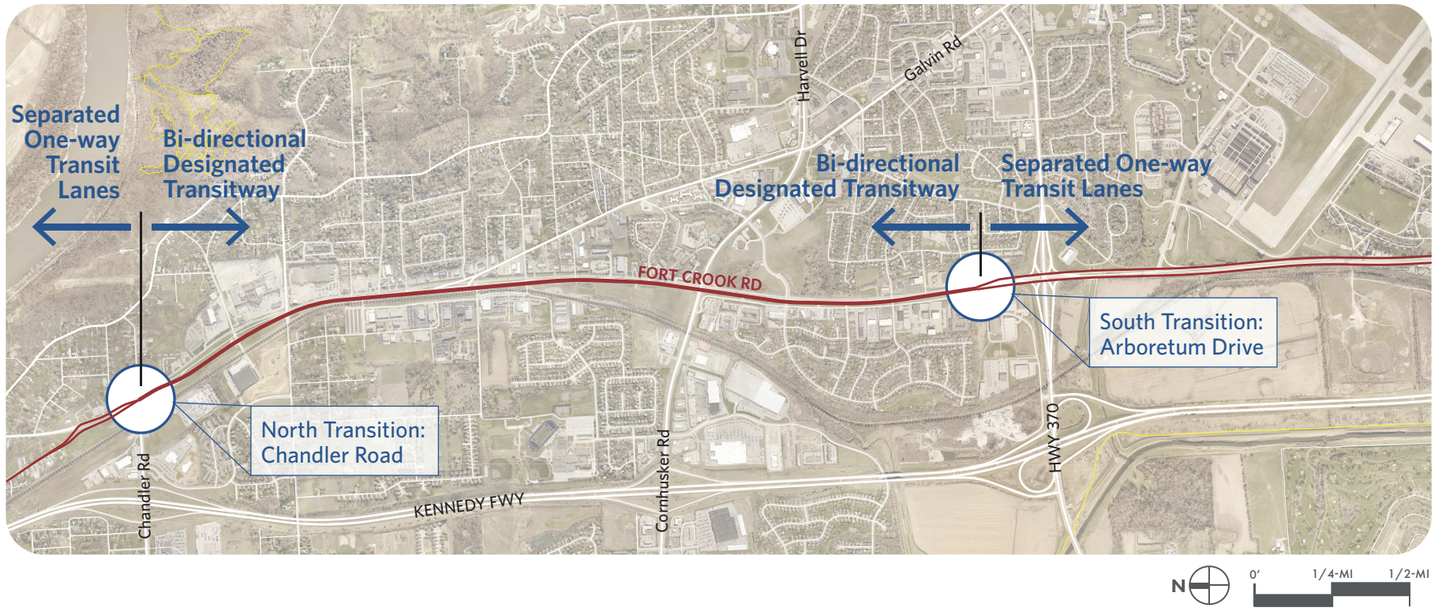
As this project moves from concept into implementation, design details (based on further analysis) will be refined by Metro and the City of Bellevue.



Existing Dodge Street ORBT station

TRANSIT LANE ALIGNMENT TRANSITIONS

One of the challenges with incorporating exclusive transitways/lanes and buffered bike lanes onto an existing roadway is the transition that must occur with existing vehicular lanes. These transitions typically occur at either terminus or where the lane configuration alternates along the corridor. Based on the plan, this occurs in two places along Fort Crook Road – at the Chandler Road intersection and at the Arboretum Drive intersection. Details of each are provided.





View of the Fort Crook Road & Chandler Road intersection from the southeast

NORTH TRANSITION: CHANDLER ROAD INTERSECTION

The north terminus for transitioning to/from the exclusive transit lanes is the Fort Crook Road and Chandler Road intersection.

- Transit Movements (Diagram 1), shown in red, will navigate through the Chandler Road Intersection during an exclusive transit phase.
- Northbound and southbound approaches (Diagram 2) are aligned with their departure lanes by shifting the southbound left-turn lane into the existing median section on the north side of Chandler Road.
- Eastbound and westbound approaches (Diagram 3) are similar to the existing roadway configuration.

Special consideration should be given to additional signage and pavement markings to delineate general purpose lanes from exclusive transit lanes. This will help turning traffic stay in the correct general-purpose lanes through the intersection. To improve safety at crosswalk locations, additional signal heads for right-turning traffic are recommended to emphasize no right-turn-on-red phasing. As the project moves into future phases, detailed roadway design with accompanying traffic and safety analyses would be required to determine the viability of the north transition.

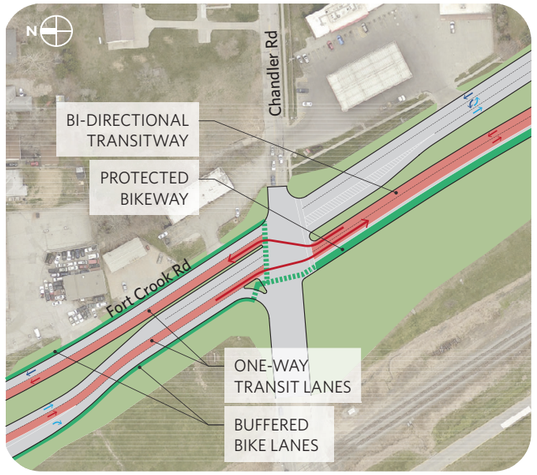


Diagram 1 - Proposed Alignment: BRT & Protected Bikeway

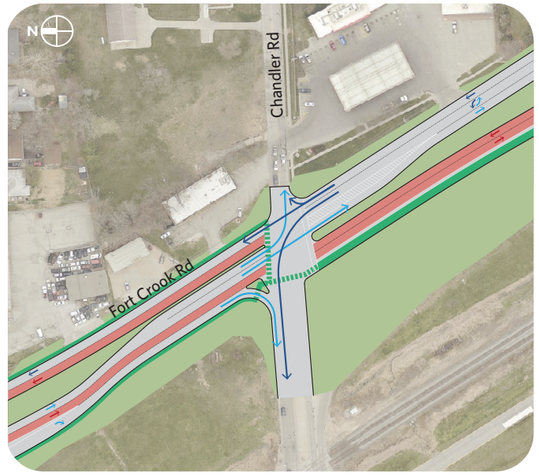


Diagram 2 - Proposed Alignment: North - South Vehicular Lanes

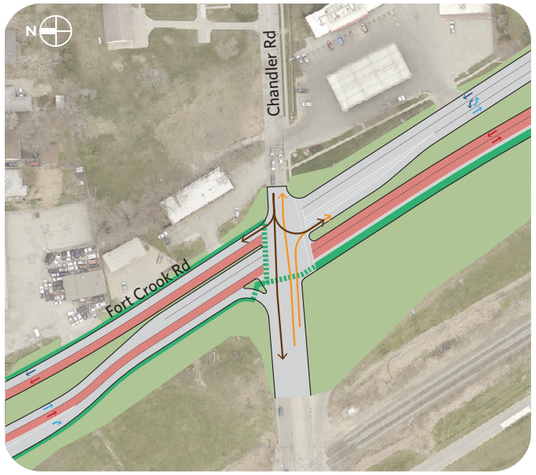


Diagram 3 - Proposed Alignment: East-West Vehicular Lanes

SOUTH TRANSITION: ARBORETUM DRIVE INTERSECTION

The Fort Crook Road and Arboretum Drive intersection is the transition point for transit lanes and bicycle facilities.

- North of Arboretum Drive, exclusive transit lanes and bicycle facilities are located on the west side (existing southbound lanes) of Fort Crook Road.
- South of Arboretum Drive, exclusive transit lanes and bicycle facilities are on the outside lanes of the northbound and southbound directions of Fort Crook Road. This configuration allows the existing single point urban interchange to function as it does today.

At Fort Crook Road and Arboretum Drive:

- Transit Movements (Diagram 1), shown in red, will navigate through the Chandler Road Intersection during an exclusive transit phase.
- Northbound and southbound approaches (Diagram 2) are aligned with their departure lanes by shifting the southbound through lane to the west into the existing median section.
- The eastbound approach (Diagram 3) is similar to the existing roadway configuration.

Special consideration should be given to additional signage and pavement markings to delineate general-purpose lanes from exclusive transit lanes. This will help turning traffic stay in the correct general-purpose lanes through the intersection. To improve safety at crosswalk locations, additional signal heads for right-turning traffic are recommended to emphasize no right-turn-on-red phasing. There are additional opportunities to protect pedestrians and bicyclists in median refuge islands to increase safety. At the south transition, a number of potential solutions could provide safer conflict areas around Arboretum Drive including: innovative signal timings, changes in bus lane striping, or providing a separate alignment for the north BRT route west of Fort Crook Road between Arboretum Drive and Harlan Drive. All of these potential options will be analyzed in detail to determine the best viable solution during future project phases. This process may result in a different location being selected. There may be innovative ways to incorporate an interchange reconfiguration of the single point urban interchange (SPUI) at Harlan Drive with the south transition point for the exclusive transit lanes.



View of the Fort Crook Road & Arboretum Drive intersection from the northwest

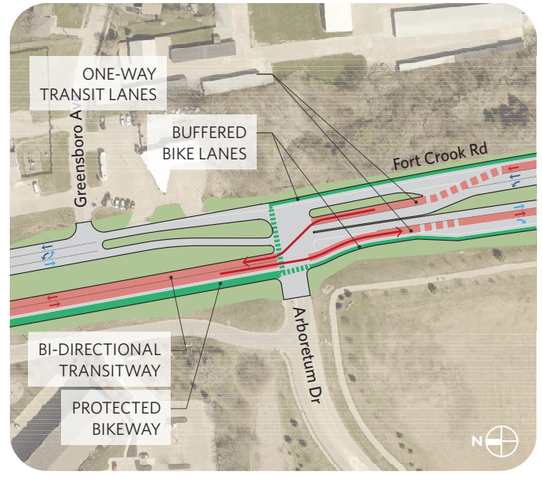


Diagram 1 - Proposed Alignment: BRT & Bikeway

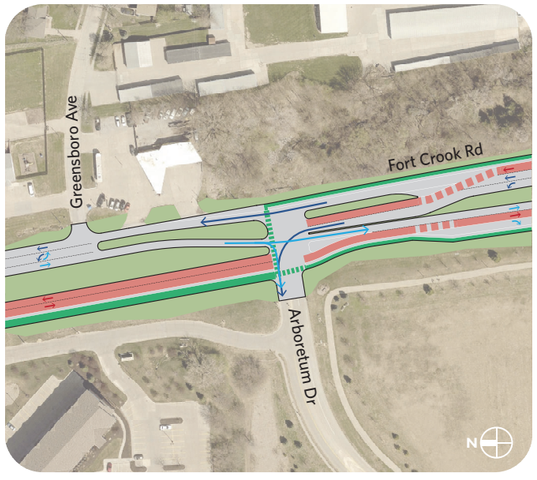


Diagram 2 - Proposed Alignment: North - South Vehicular Lanes

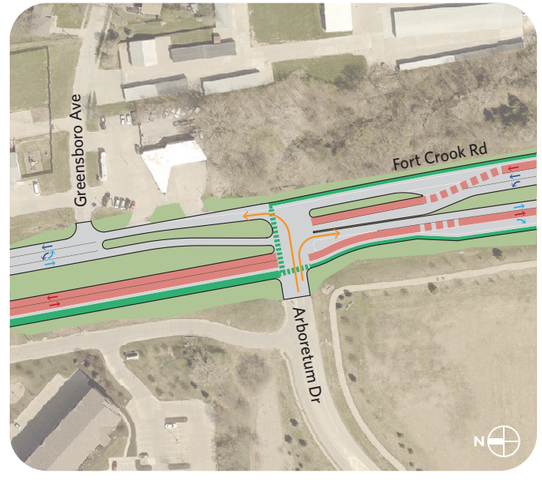
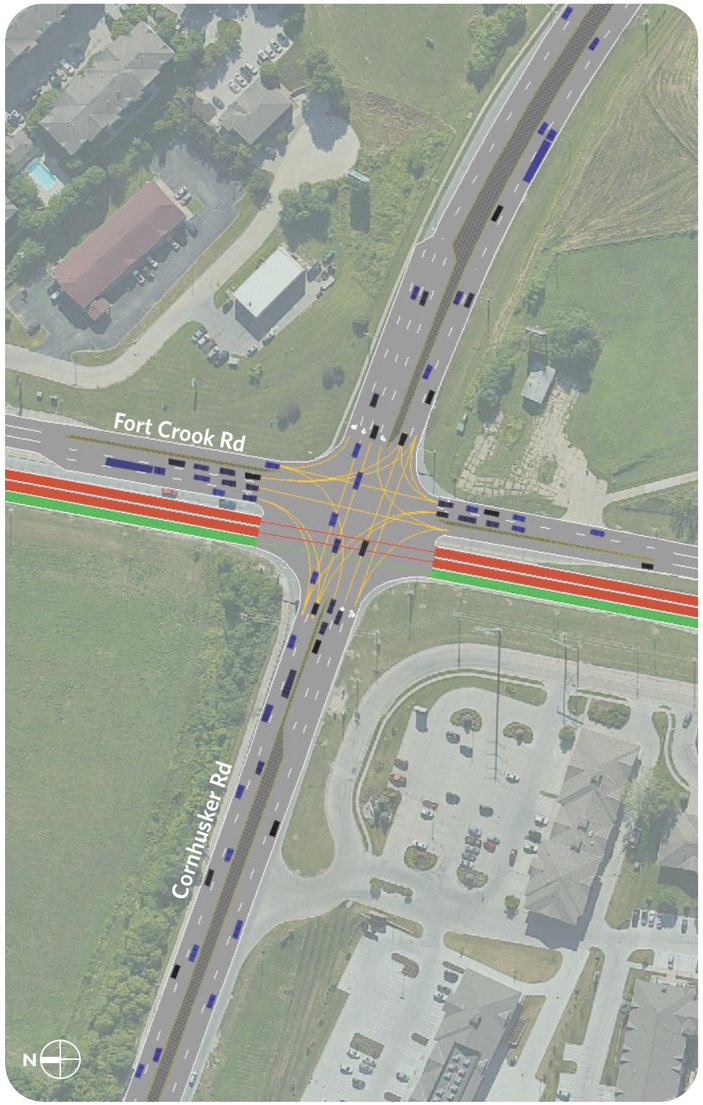
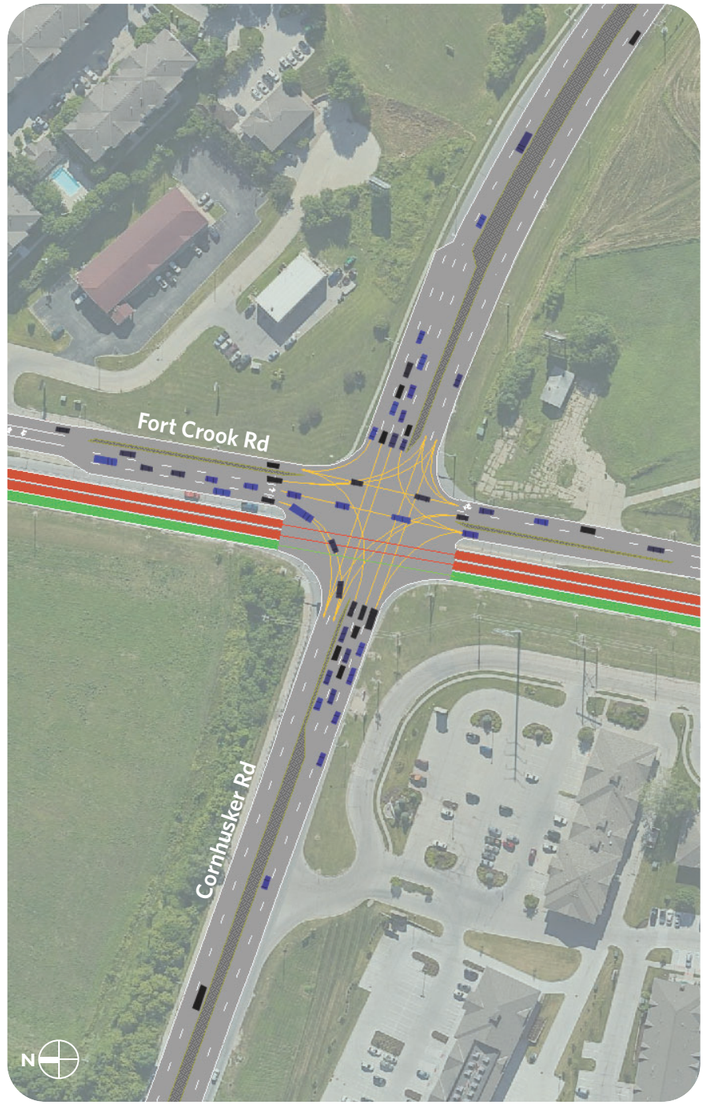


Diagram 3 - Proposed Alignment: East-West Vehicular Lanes

CORNHUSKER ROAD TRAFFIC SIMULATION



Simulation Image: Fort Crook Road travel lanes at a stop



Simulation Image: Cornhusker Road travel lanes at a stop

During the course of the planning effort, the City of Bellevue and several key stakeholders asked for confirmation that the proposed modifications to Fort Crook Road would not adversely impact traffic movements and level of service along the corridor. To address this concern, a microsimulation model was developed for the intersection of Fort Crook Road and Cornhusker Road to test the proposed alternative. Existing traffic volumes from the afternoon peak hour were coded into the model and signal timings were adjusted at Fort Crook Road and Cornhusker Road to accommodate the new geometry of the intersection.

Based on this analysis, the proposed roadway alignment would serve existing peak hour traffic demand at a Level of Service C during the PM peak hour. As this project moves into future phases, detailed analyses would be required to determine the viability of major intersection traffic operations and safety with future traffic demand. As this project moves into future phases, a detailed traffic operations analysis for existing and future demand is recommended.

GREEN INFRASTRUCTURE

Wetland Determination

Floodway / Floodplain Impacts

Stormwater Facilities

WETLAND DETERMINATION

Because the Fort Crook Road planning effort was "implementation focused," the corridor was evaluated so that participants could gain an understanding of its potential and proactively guide its redevelopment framework. A key requirement was the desire for a greater understanding of the corridor's floodplain and wetland conditions. As a result, a wetlands determination was conducted, with a goal of documenting the baseline wetland and water resource conditions along the length of the corridor.

A total of 23 locations along the Fort Crook Road corridor were analyzed for wetland criteria. Fifteen (15) of the 23 locations met wetland criteria. Of these, PEMA/C, PFOA, and PSSA wetlands were identified. In addition, six (6) perennial waterways were identified within the Study Area. The wetland determination identified:

- 7.38 acres of palustrine emergent temporarily/ seasonally flooded (PEMA/C) wetlands
- 0.71 acre of palustrine scrub shrub temporarily/ seasonally flooded (PSSA) wetlands, and
- 3.19 acres of palustrine forested temporarily/ seasonally flooded (PFOA) wetlands.
- In addition, six perennial waterways were identified within the Study Area.

For more information regarding the identified wetlands found within the corridor, contact the City of Bellevue for reference to the full Wetland Determination Report, completed in July 2021.



Emergent wetland lying along the west side of Fort Crook Road and south of Childs Road



Emergent wetland lying along the east side of Fort Crook Road and south of Avery Road



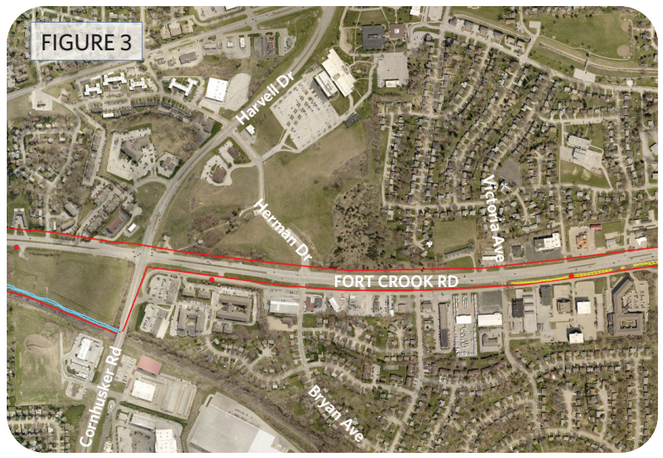
Upland area located west of Fort Crook Road and south of Highway 370



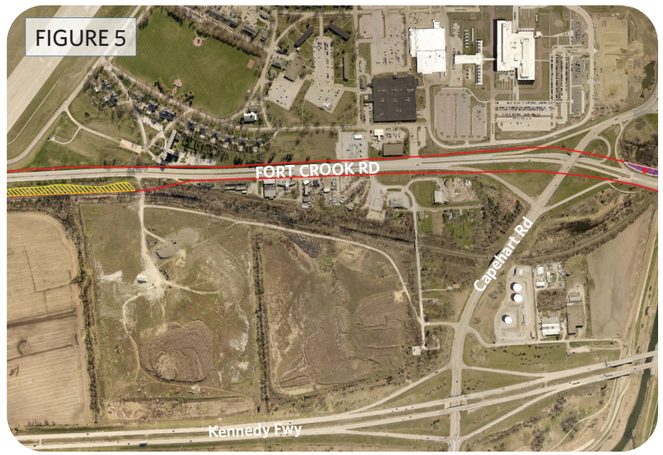
Emergent wetland lying west of Fort Crook Road and north of Fairview Road

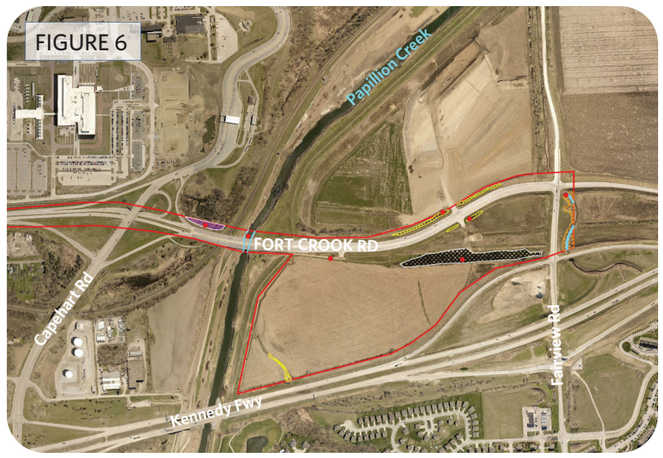












MAJOR FINDINGS

The Study Area consists of residential, commercial, and industrial uses located near the bottom of the Papillion Creek watershed. The Navigable Waters Protection Rule lists several categories of jurisdictional waters, including wetlands adjacent to jurisdictional waters.

- Based on interpretation of the Rule, 8.18 acres of the delineated wetlands are adjacent to channels or floodplains, meet the definition of "adjacent wetland" (USACE and EPA 2020), and are assumed jurisdictional.
- Additionally, according to the Rule, 3.10 acres of the delineated wetlands are within isolated roadside ditches, meet the definition of "non-adjacent wetland" (USACE and EPA 2020), and are assumed non-jurisdictional.
- The waterways within the Study Area are associated with the Missouri River and are therefore jurisdictional, according to the Rule (USACE and EPA 2020).

This determination and proposed jurisdictional determination are based on the best professional judgment of HDR. This judgment does not constitute an Approved Jurisdictional Determination, which can only be rendered by USACE through a formal request. The mapping diagrams, shown to the left, are illustrated in larger detail with descriptive analysis within the full Wetland Determination Report.

WETLAND MAPPING WITHIN FORT CROOK ROAD CORRIDOR

Moving North (Fig. 1) to South (Fig. 6)

Sample Point

Channel

Study Area

Wetland

Non-JD PEMA/C

JD PEMA/C

Non-JD PFOA

JD PFOA

JD PSSA

N

FLOODWAY / FLOODPLAIN IMPACTS

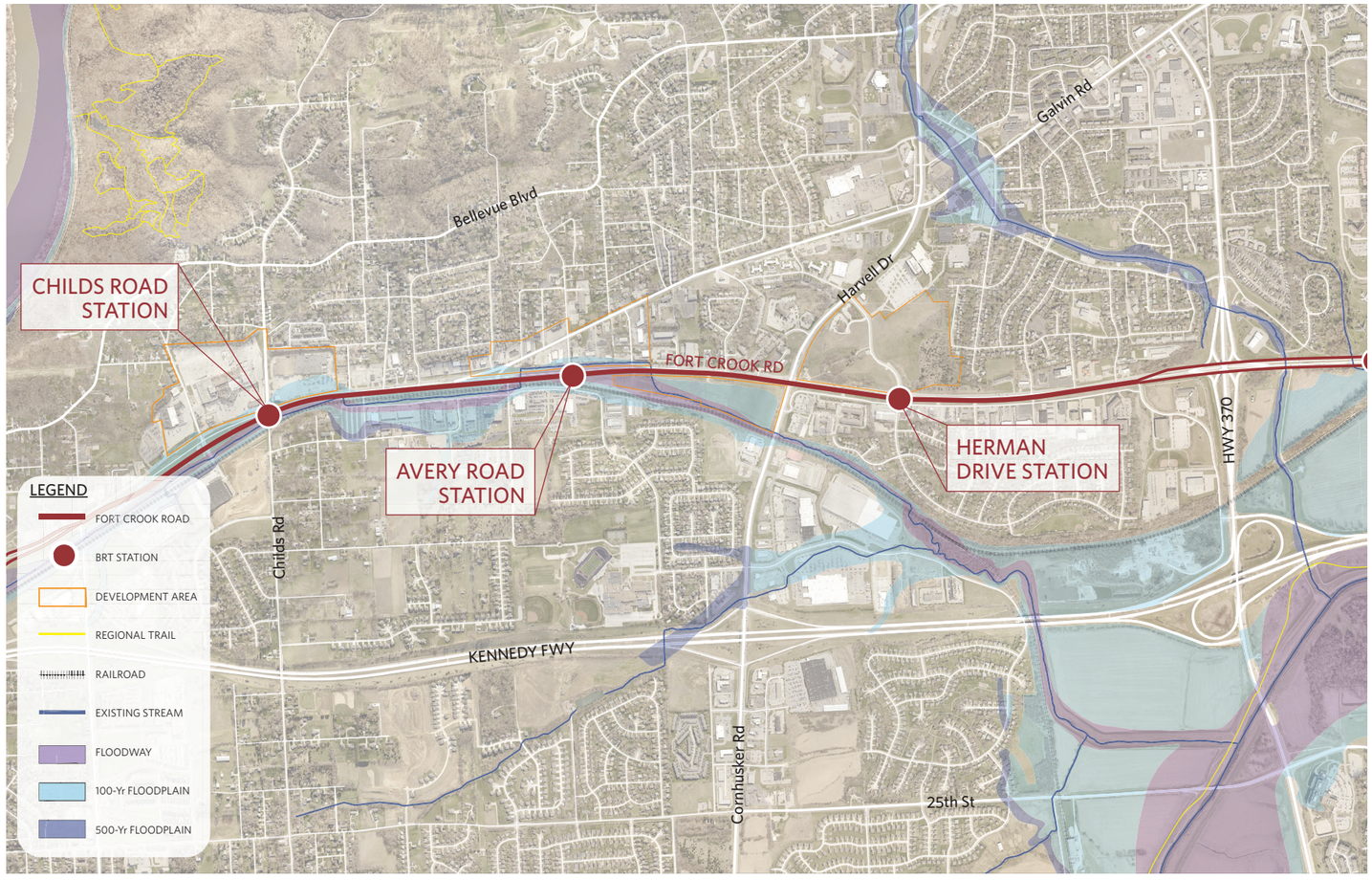
Several segments of the Fort Crook Road corridor are either impacted, or adjacent to areas that are impacted, by land that is designated as floodway or floodplain. Prior to the start of large-scale redevelopment, it will be important to develop a comprehensive and sustainable approach to address these challenges. These include, but are not limited to, the following:

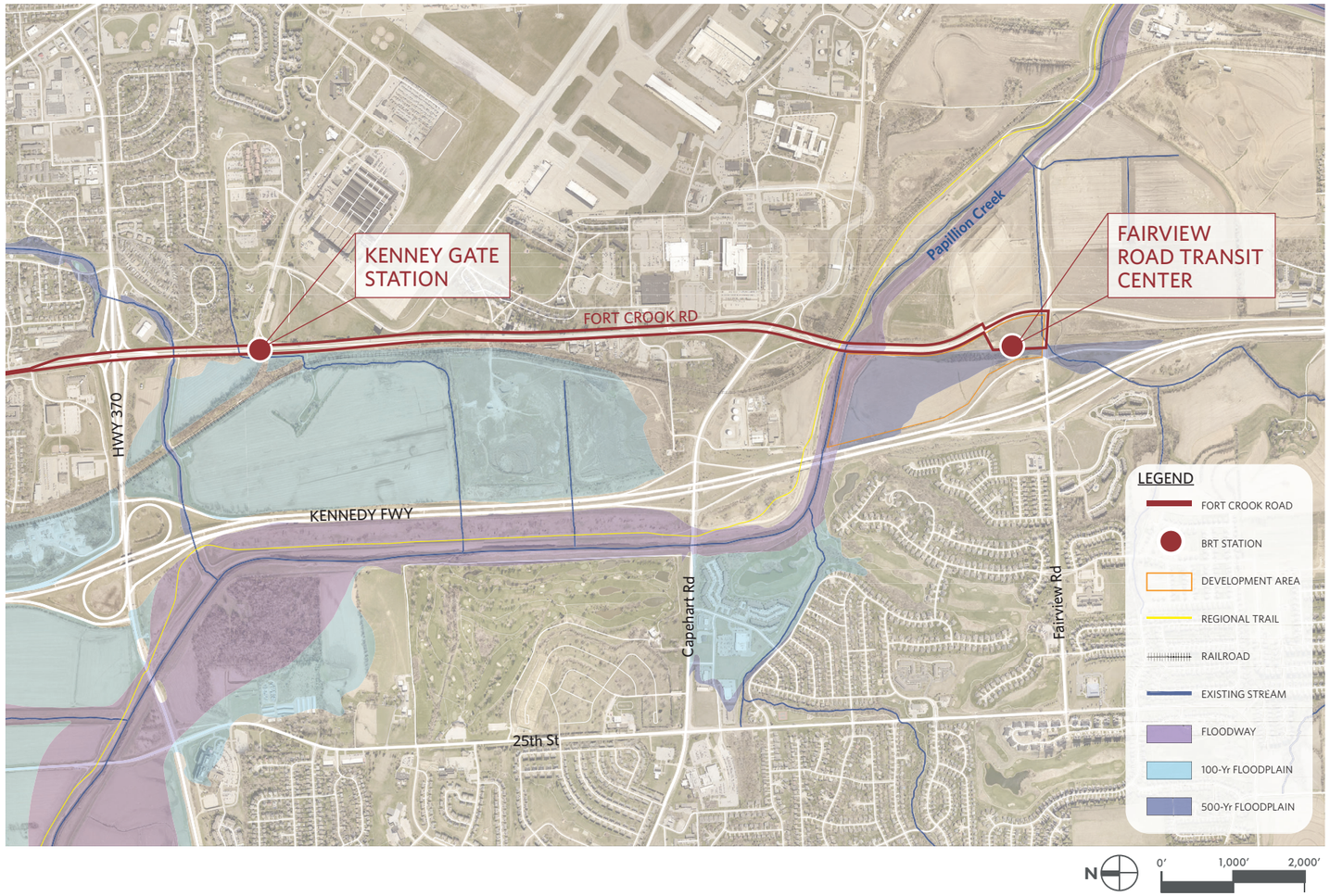
- Daylighting
- Channel restoration
- Strategic fill/balancing
- Green infrastructure

The goal is to convey stormwater in a naturalized and sustainable manner, allow for redevelopment, and address stormwater quantity and quality concerns . The adjacent diagram highlights the floodway (purple) and floodplain (dark and light blue).

NORTH OF 370

Both floodway and floodplain impacts occur along the Fort Crook Road corridor between Chandler Road and Cornhusker Road. Most of these impacts are confined to the right-of-way or to property on the west side of the corridor. A comprehensive and sustainable approach for floodplain management and redevelopment will be necessary along this stretch.

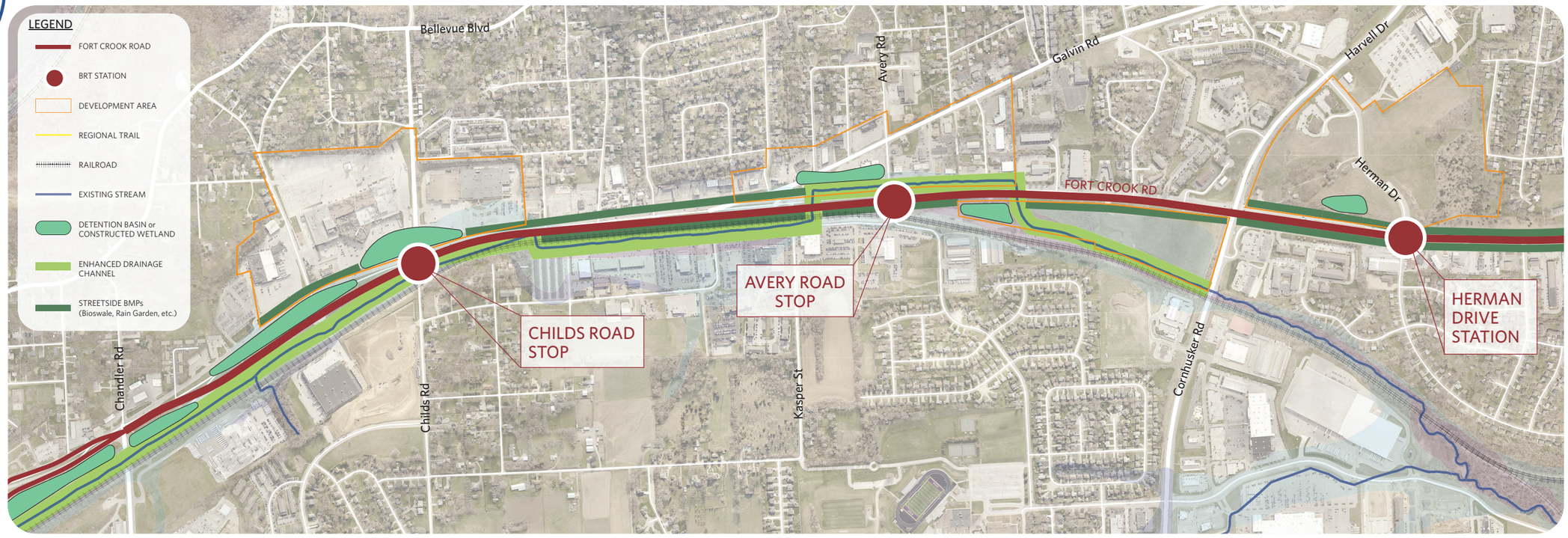




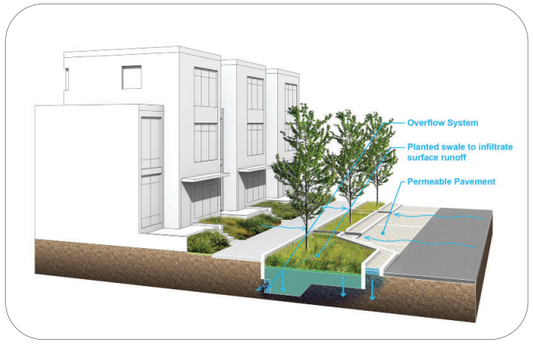
SOUTH OF 370

South of Highway 370, only two areas of floodway or floodplain impact the Fort Crook Road corridor. The first area is designated as floodplain and is located at the southwest corner of the intersection of Fort Crook Road and Highway 370. This is outside the right-of-way, and can be addressed during redevelopment of the adjacent site. The second area of impact occurs where the corridor crosses over the Papillion Creek. This area is designated as floodway but is located between the levees that line the creek, resulting in minimal impact on future development adjacent to this crossing.

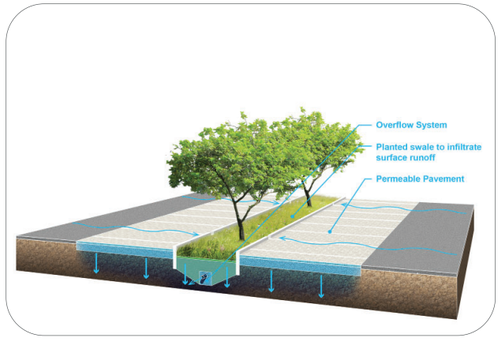
STORMWATER FACILITIES



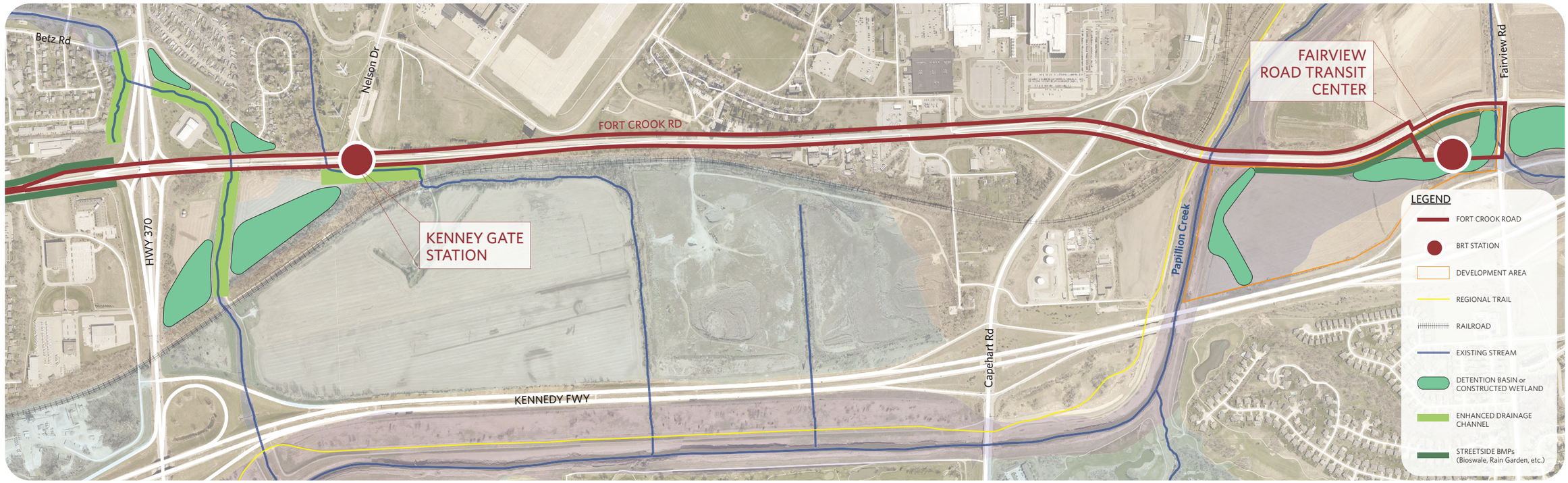
The Fort Crook Road corridor should be designed to minimize the impact of stormwater runoff on the corridor. A key goal of the plan is to encourage the development of stormwater facilities throughout the corridor. Done correctly, these facilities can act as amenities for adjacent redevelopment projects and provide an opportunity to spread, slow down, and/or treat stormwater runoff before it enters the Papillion Creek and other drainageways. These facilities should be designed to work together towards an integrated stormwater management approach. Public outreach and education should be part of this approach. While the above diagram identifies potential areas where runoff mitigation is possible, further study will be necessary to provide technical expertise and to identify the appropriate locations for stormwater management facilities. **Examples of appropriate stormwater facilities for the corridor are diagrammed to the right and on the following page.**

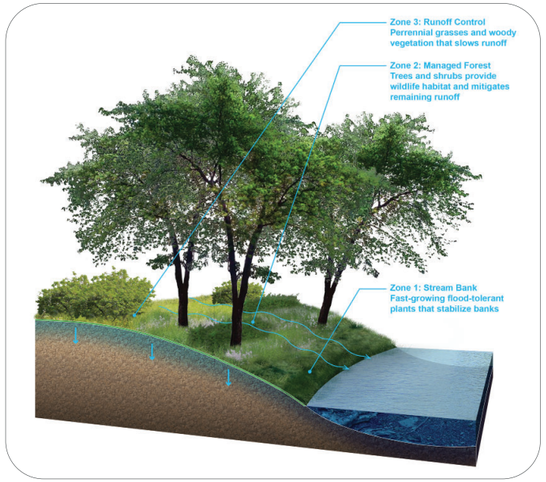


Bioswale Planter

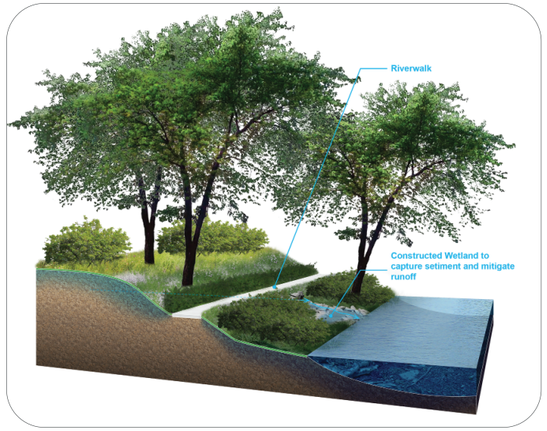


Parking Lot Island Bioswale

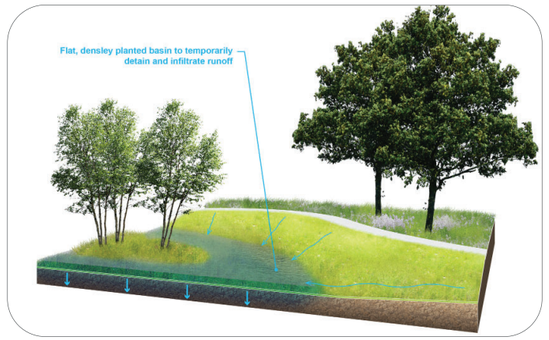




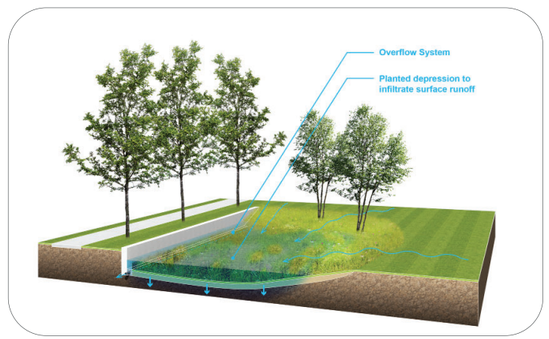
Riparian Buffer



Constructed Wetland



Infiltration Strip



Rain Garden

REDEVELOPMENT OPPORTUNITIES

Overview

Coordinated Redevelopment

Incremental Redevelopment

OVERVIEW

The Fort Crook Road corridor was developed as a typical commercial strip corridor. In its heyday, it was the primary vehicular corridor connecting Omaha with Bellevue and Offutt Air Force Base. During its prime, the corridor carried significant volumes of traffic, allowing it to flourish from a market perspective. However, this all changed in the early 1990s when the Kennedy Freeway was constructed along a parallel route immediately to the west. As traffic migrated to the new highway, customers dwindled, businesses declined or closed, and a downward spiral of marginal uses took their place. Little, if any significant redevelopment or reinvestment has occurred along the corridor over the last two decades, perpetuating this downward spiral. As a result, the Fort Crook Road planning process was established to create a redevelopment framework that will reverse this cycle. As highlighted earlier, it is based on three key pillars: Bus Rapid Transit (BRT)/a Total Mobility System; Green Infrastructure; and Transit Oriented Development (TOD)/Walkable Urbanism.

The goal of TOD/Walkable Urbanism is to create a new market for redevelopment and transform the areas adjacent to each of the BRT stations. The new walkable urban neighborhoods that will replace existing development will be characterized by low- to mid-rise buildings with urban character, whereby buildings, and the uses contained within them, will address the street and help activate the sidewalks. New development should be pedestrian-oriented in order to encourage walking and dynamic street-level activity. A variety of uses and building typologies will be encouraged. Uses will be mixed both horizontally and vertically within individual buildings. Active uses, such as restaurants and neighborhood services, will be located on the first level of buildings located adjacent to the stops, while office and residential uses will be encouraged on upper floors. Elsewhere, residential options will be developed to encourage a variety of household types and income levels within these neighborhoods, from millennials, young professionals, and families to empty-nesters, retirees, and seniors. Residential options should range from condos and apartments to townhomes and missing middle typologies. These uses will be interconnected by a robust mobility network equally serving the needs of pedestrians, bicyclists, vehicles, and transit, while the neighborhoods will be interspersed with a network of parks, plazas, and naturalized open spaces - all designed to benefit residents, employees, and visitors. Overviews of Transit Oriented Development and Walkable Urbanism principles are provided on the following page, followed by conceptual plans and associated details for five coordinated redevelopment opportunities along the corridor.

As noted on Acknowledgements page, this document is a flexible tool, which presents a vision, framework, principles, and guidelines for the redevelopment of the Fort Crook Road corridor in Bellevue, NE. It is important to note that the physical design and location of the BRT stations, buildings, open spaces, and mobility corridors has not been determined and the examples of redevelopment as set forth in this plan is nonbinding on the City of Bellevue's Planning Commission and City Council. Rather, these designs are conceptual in nature, depicting possible improvements that will fulfill the vision, follow the framework initiatives, and create the desired identity for the study area. Changes in priorities, budgets, programming, and/or physical constraints will almost certainly occur over time. Accordingly, this plan will provide a foundation and cohesive approach to future development initiatives along the Fort Crook Road corridor, but any future redevelopment plans submitted to the City of Bellevue's Planning Commission and City Council after adoption of this plan will not need to comply with any of the conceptual plans or nodes for redevelopment unless and until the City of Bellevue (i) approves of the location for any BRT stations, (ii) adopts an overlay district or other planning tools within the City's zoning regulations to implement a plan related to construction of the BRT stations, and (iii) approves a specific timeline for any future applicants with redevelopment plans to comply with the finalized and adopted Fort Crook Road plan.



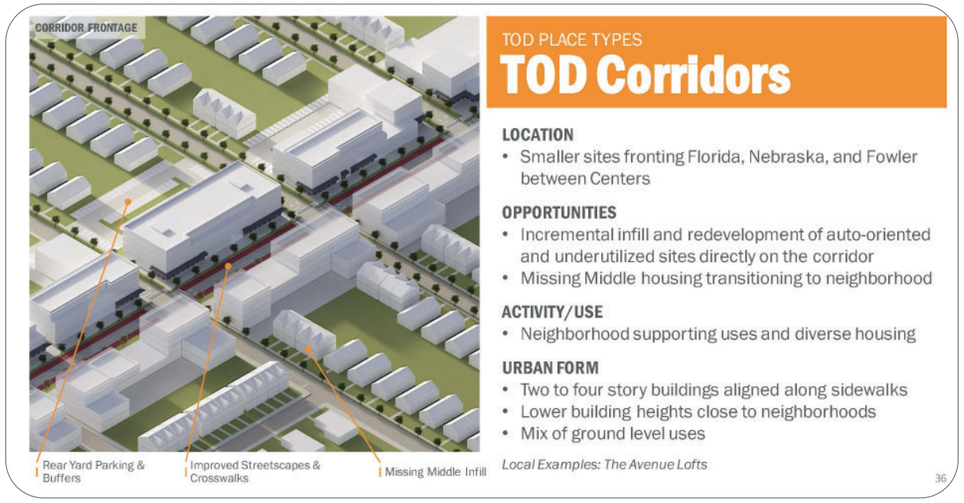
Examples of development that follow an urban framework, with street engagement and a mix of land/building uses

TRANSIT-ORIENTED DEVELOPMENT

Transit-Oriented Development (TOD) is a development pattern that is characterized by a mix of uses where buildings and uses cater to the pedestrian accessing the area via alternate modes of transportation. It typically incorporates compact development and dense activity nodes within easy walking distance of transit stations. It generally includes a mix of residential, employment and shopping opportunities designed for transit riders, cyclists, and pedestrians. TOD includes new development or redevelopment where design and orientation facilitate transit use. It tailors new development in the context of existing residential and business districts and emphasizes neighborhood and business preservation. Automobile use is still accommodated in a TOD, but it is not treated as the sole or predominant mode of transportation.

Benefits of Transit-Oriented Development include the following:

- Revitalization of declining areas
- Improved accessibility to jobs
- Generation of sales tax revenues
- Affordable housing, creating a high-level of mobility for households on limited incomes
- Opportunities for public/private partnerships
- Increased property values
- Improved foot traffic for retailers
- Decrease in transportation costs for residents and workers
- Access to a more diverse workforce
- Reduction in automobile trips
- Improved accessibility for cyclists
- Providing a multi-modal environment



Work sample from of a TOD Guidelines document (City of Tampa, FL)

Characteristics of Transit-Oriented Development include the following:

- Walkable, tree-lined streets that provide shade for pedestrians.
- Buildings that front and are built to the street
- Buildings with frequent windows and doors
- Diverse, complimentary uses that encourage people to stroll, shop, meet, greet, and eat
- A variety of compact housing in an assortment of styles
- Consolidated parking that provides more land for development
- Reduced parking requirements
- Linkages to supporting land use and community amenities such as residential areas and parks

WALKABLE URBANISM

A successful pedestrian-oriented, mixed-use neighborhood is predicated on the activation of the public realm. To accomplish this, buildings must front onto and interact with the street. Where possible, active uses should occupy the ground level of buildings. Building fronts should be transparent so that inside uses can be observed. Primary entrances should be located in the front of the building along the sidewalk, with secondary entrances to the rear. Parking should occur either on the street or in surface parking lots (or parking structures) located to the side or rear of the buildings. Sidewalks should be wide, shaded by trees, and appointed with pedestrian amenities. At its most basic level, walkable urbanism can be achieved through the employment of four key design elements, described on the opposite page.









Principles of walkable urbanism - ground-level, active storefront (top left), multi-use trail through an urban block (top right), on-street parallel parking stalls (lower left), and a well-detailed streetscape (bottom right)



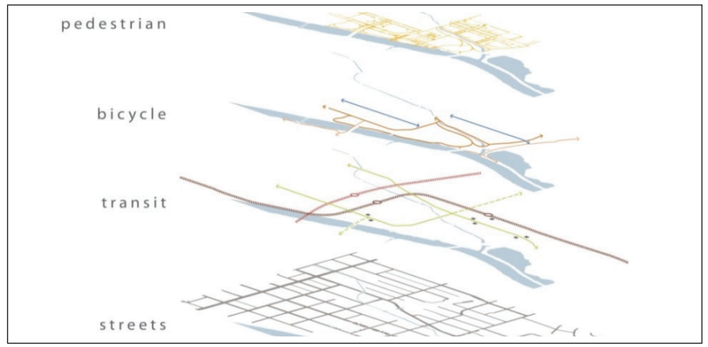
1) Build to the sidewalk.



2) Make building fronts “permeable.”



3) Prohibit parking lots in front of the building.



4) Create an interconnected network of mobility options.

FOUR KEY DESIGN ELEMENTS

1) Build to the sidewalk.

Buildings should be pushed as close as possible to the street. This helps provide visual interest for pedestrians, as well as scale and a “sense of enclosure” as one moves along the sidewalk.

2) Make the building fronts “permeable.”

The ground-level of buildings should be designed to be as transparent as possible. Blank walls eliminate activity and provide little, if anything, in terms of visual interest. Glass allows the activity occurring within a building to be seen, as well as extra “eyes on the street” for security.

3) Prohibit parking lots in front of the building.

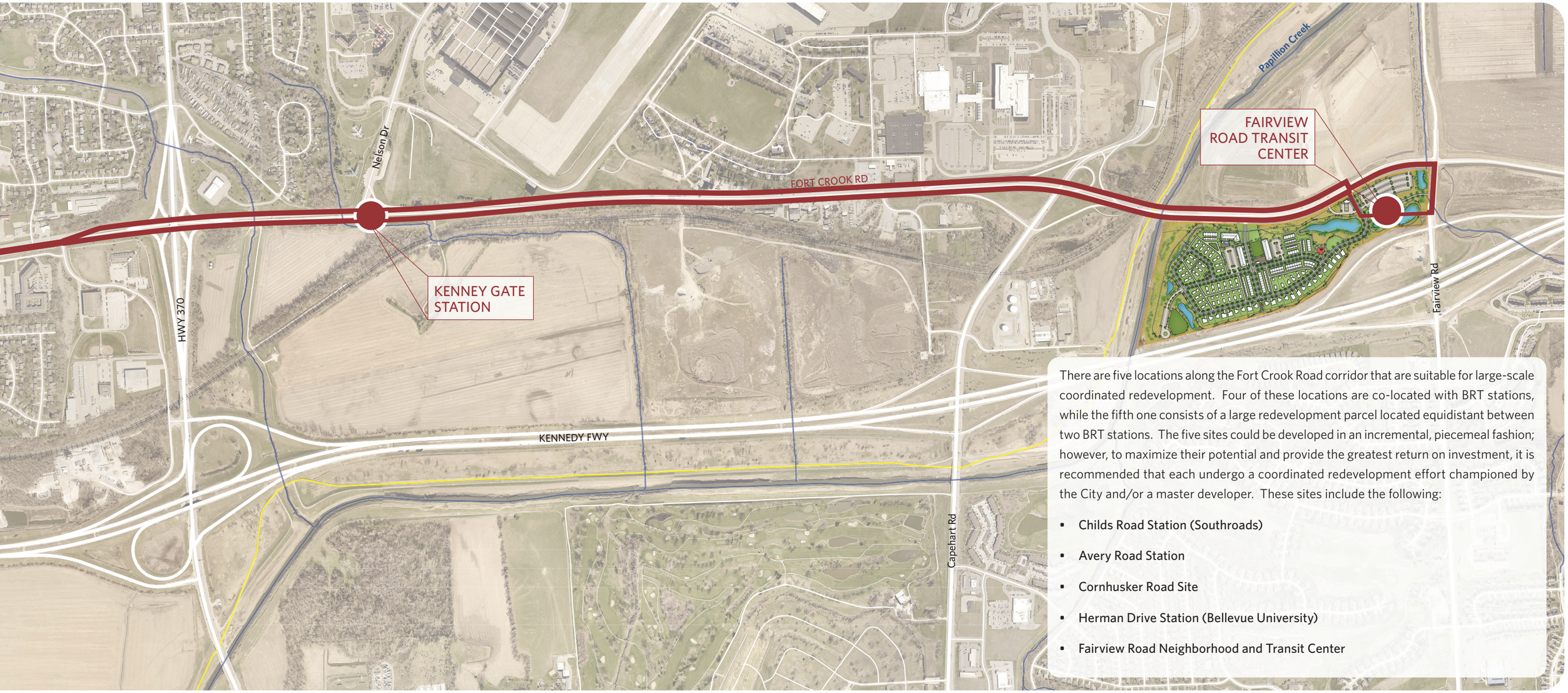
Surface parking lots, whether full of cars or not, are devoid of activity and detrimental to a street’s frontage. Lacking activity, pedestrians typically cross to the other side of a street or pass by a surface parking lot as quickly as possible.

4) Create an interconnected network of mobility options.

Providing multiple options for pedestrians, cyclists, transit riders, and vehicle drivers encourages mobility choice, routing options, and lively street-level activity.

COORDINATED REDEVELOPMENT





There are five locations along the Fort Crook Road corridor that are suitable for large-scale coordinated redevelopment. Four of these locations are co-located with BRT stations, while the fifth one consists of a large redevelopment parcel located equidistant between two BRT stations. The five sites could be developed in an incremental, piecemeal fashion; however, to maximize their potential and provide the greatest return on investment, it is recommended that each undergo a coordinated redevelopment effort championed by the City and/or a master developer. These sites include the following:

- Childs Road Station (Southroads)
- Avery Road Station
- Cornhusker Road Site
- Herman Drive Station (Bellevue University)
- Fairview Road Neighborhood and Transit Center

CHILDS ROAD STATION

The Childs Road Neighborhood will be located on the site of the former Southroads Mall. As development momentum builds along the corridor with the implementation of BRT, the timing will be right to transition the site into a new walkable urban neighborhood. With a BRT station at the intersection of Fort Crook Road and Childs Road, the focal point of the neighborhood will be a large public open space on the east side of the corridor. The space will include a public green space and naturalized open space that contains a constructed wetland. Six-story mixed-use buildings will front onto the public open space. These buildings will contain ground level active uses, including restaurants and neighborhood services. The upper levels of these buildings should contain offices and/or apartments.

As one moves away from the neighborhood center, the height and density of the structures will decrease in order to fit the context of the adjacent neighborhoods. These buildings will consist of a variety of residential typologies, including apartments, missing middle, and townhomes. The goal will be to create an active neighborhood center adjacent to the transit station, along with significant residential variety and density to become a key activity node along the corridor.



View looking east across Fort Crook Road toward the Childs Road intersection



Utility lines and buildings mark the Fort Crook Road frontage





Large surface parking lots front onto Fort Crook Road with big-box commercial/office buildings set far back from the roadway


CAMP BREWSTER RD
PRAIRIE AVE
CHILDS RD
FORT CROOK RD
CHILDS ROAD NEIGHBORHOOD PLAN
LEGEND
1 COMMUNITY GREEN
2 STORMWATER DETENTION AMENITY
3 ENHANCED DRAINAGE CHANNEL
4 EXISTING INDUSTRIAL
5 MULTI-FAMILY RESIDENTIAL
6 MISSING MIDDLE HOUSING
7 TOWNHOMES
8 MIXED-USE BUILDINGS
9 RESIDENTIAL AMENITY AREA
10 SURFACE PARKING LOT
11 SERVICE ALLEY
12 RECONFIGURED FORT CROOK ROAD
13 BI-DIRECTIONAL TRANSITWAY
14 BRT STATION
15 PROTECTED BIKEWAY
16 RAILROAD
17 RIGHT-IN, RIGHT-OUT VEHICULAR ACCESS
18 LANDSCAPED MEDIAN
19 COMMUNITY OPEN SPACE
20 NATIVE LANDSCAPING
21 PUBLIC PLAZA
22 MONUMENTAL PUBLIC ART
23 TRANSMISSION LINE POWER POLE
24 COMMUNICATIONS TOWER
N
0'
100'
200'



Village center with an community green and event lawn space



Mixed-use building with detailed streetscape and on-street parking provided



Townhomes with small, urban setback



Aerial vignette looking southeast over Fort Crook Road at the Childs Road neighborhood



Bird's-eye perspective looking east over the Childs Road station and Fort Crook Road toward the village center

AVERY ROAD STATION

The Avery Road neighborhood will center on the area where Galvin Road intersects Fort Crook Road. However, Galvin Road will be reconstructed so that it intersects Fort Crook Road at a right angle. As with the Childs Road neighborhood, this new neighborhood will focus on its BRT station and adjacent open space, which is created by the reconfigured Galvin Road/ Avery Road intersection. This space will consist of a public green space and significant naturalized area containing a constructed wetland and stormwater chain. Six-story mixed-use buildings will wrap around the public space. These buildings will contain active uses (restaurants, coffee shops, neighborhood service) on the ground level and office and/or residential units above.

The remainder of the neighborhood will be comprised of apartment buildings, designed in a configuration and unit count that would be attractive to local production apartment developers. This new neighborhood will add density and riders to the corridor, and would be a focal point for the existing adjacent neighborhood.



View looking east across Fort Crook Road toward the Avery Road intersection



Existing alignment of Galvin Road just east of its intersection with Fort Crook Road



Looking north along Fort Crook Road at the Avery Road intersection



Deteriorating sewer near the Galvin & Fort Crook Roads intersection

AVERY ROAD NEIGHBORHOOD PLAN

LEGEND

1	STORMWATER CHAIN	10	BRT STATION
2	ENHANCED DRAINAGE CHANNEL	11	PROTECTED BIKEWAY
3	MULTI-FAMILY RESIDENTIAL	12	RAILROAD
4	MIXED-USE BUILDINGS	13	PEDESTRIAN PIER
5	RESIDENTIAL AMENITY AREA	14	LANDSCAPED MEDIAN
6	SURFACE PARKING LOT	15	COMMUNITY OPEN SPACE
7	PEDESTRIAN WALKWAY	16	NATIVE LANDSCAPING
8	RECONFIGURED FORT CROOK RD	17	PUBLIC PLAZA
9	BI-DIRECTIONAL TRANSITWAY	18	COMMUNITY GARDEN

N 0′ 100′ 200′

GEORGIA AVE
NOB HILL TER
TULIP LN
FAIRVIEW ST
AVERY RD
SMITH RD
GALVIN RD
PEOPLES RD
FORT CROOK RD
KASPER ST



Aerial vignette looking southeast over Fort Crook Road at the Avery Road neighborhood



Mixed-use building with enhanced front facades



Multi-family residential building with a small, urban setback



Public open space with a constructed wetland feature



Street-level perspective at the Avery Road BRT station looking northeast toward the neighborhood development

CORNHUSKER ROAD SITE

The Cornhusker Road Neighborhood will be located on the former Core-Slab industrial site at the northwest corner of Cornhusker Road and Fort Crook Road. This shovel-ready site does not have an adjacent BRT station, but it is within easy walking distance of both the Avery Road and Herman Road stations. The neighborhood will work with the topography by embedding two buildings and a parking deck into a hillside, essentially functioning as a retaining wall. The site will contain a variety of residential typologies, including podium apartments, missing middle units, and townhomes. This combination will help provide density and typology variation along the corridor, with a goal of adding transit ridership and customers for the corridor's repositioned retail market.



Looking toward the site over the Cornhusker & Fort Crook Roads intersection



Large elevation change and wall delineates the site's south edge



Existing tree stands and the rail lines mark the west boundary of the site



Looking north along Fort Crook Road with the cleared site off to the left



CORNHUSKER ROAD SITE PLAN

LEGEND

1	ENHANCED DRAINAGE CHANNEL	11	RECONFIGURED FORT CROOK ROAD
2	MULTI-FAMILY RESIDENTIAL	12	BI-DIRECTIONAL TRANSITWAY
3	MISSING MIDDLE HOUSING	13	PROTECTED BIKEWAY
4	TOWNHOMES	14	PEDESTRIAN WALKWAY
5	RESIDENTIAL AMENITY AREA	15	RAILROAD
6	SURFACE PARKING LOT	16	LANDSCAPED MEDIAN
7	PARKING STRUCTURE	17	COMMUNITY OPEN SPACE
8	VEHICULAR TURNAROUND	18	DETENTION BASIN WITH NATIVE LANDSCAPING
9	SERVICE ALLEY	19	PUBLIC PLAZA
10	RETAINING WALLS		

N 0′ 100′ 200′



Missing middle housing



Urban-style townhomes



Shared community green enclosed by missing middle housing



Aerial vignette looking west over Fort Crook Road at the Cornhusker Road development



Looking west down Herman Drive toward Fort Crook Road



Herman Drive meanders up a steep incline as it moves east from Fort Crook Road



Looking east near the high point of the site toward Bellevue University



Looking northeast down Fort Crook Road toward the Herman Drive intersection

HERMAN DRIVE STATION

The site of the Herman Drive neighborhood will be located on a challenging site with a significant amount of topographic change, immediately adjacent to Bellevue University. The hillside at the southeast corner of Cornhusker and Fort Crook Road will be designed as a new gateway entrance to Bellevue University. To the south, a new BRT station is proposed for the intersection of Herman Drive and Fort Crook Road. Immediately to the east of the stop will be a small assemblage of mixed-use buildings. These buildings would front onto a small urban plaza and contain a variety of neighborhood service type uses.

Apartments will line Herman Drive as it traverses up the hill to the east. At the top of the hill will be a large grouping of apartment buildings, which would offer views in multiple directions. South of the apartments will be a more traditional-style neighborhood containing townhomes and single-family detached village homes. The unit mix in this neighborhood will provide residential options for prospective residents, as well as density that supports transit ridership.



Aerial vignette looking south over Harvell Drive at the Herman Drive neighborhood



Compact, multi-family residential building



Townhomes with front porches and consistent street frontage



Village homes with garage access via a rear alley

HERMAN DRIVE NEIGHBORHOOD PLAN

LEGEND

1 STORMWATER DETENTION AMENITY
2 ELECTRICAL TRANSMISSION TOWER
3 MULTI-FAMILY RESIDENTIAL
4 TOWNHOMES
5 MIXED-USE BUILDINGS
6 VILLAGE HOMES
7 RESIDENTIAL AMENITY AREA
8 SURFACE PARKING LOT
9 SERVICE ALLEY
10 RECONFIGURED FORT CROOK ROAD
11 BI-DIRECTIONAL TRANSITWAY
12 BRT STATION
13 PROTECTED BIKEWAY
14 PEDESTRIAN WALKWAY
15 ACCESSIBLE NATURE PATH THROUGH PRAIRIE
16 GRAND STAIR
17 LANDSCAPED MEDIAN
18 COMMUNITY OPEN SPACE
19 NATIVE LANDSCAPING
20 PUBLIC PLAZA
21 ADJACENT NEIGHBORHOOD CONNECTION

N 0′ 100′ 200′

HARVELL DR
HERMAN DRIVE
WOODBINE AVENUE
THOMAS DRIVE
FORT CROOK RD
CORNHUSKER RD

FAIRVIEW ROAD NEIGHBORHOOD

The Fairview Road neighborhood, located at the far southern end of the Fort Crook Road corridor, will be centered on a small community green and urban plaza. The green and plaza will be flanked by a grouping of mixed-use buildings and an apartment building. The ground floor of the mixed-use buildings would contain active uses that would front onto, and open-up to, the green and plaza. Extending out from the neighborhood center will be townhomes and single-family detached village homes and estate homes. The neighborhood will be encircled by greenways and trails, which would act as a buffer from the adjacent roadways. The greenways will be planted in native grasses and forbs, and contain a number of constructed wetlands. The neighborhood itself will be a short walk from the nearby transit center, located immediately to the south.



Looking south over the neighborhood site with Fort Crook Road off to the left



Looking west along the top of the Papillion Creek levee



Looking north over the low-lying area along the west side of Fort Crook Road



Entrance into the neighborhood and transit center provided off Fairview Road


DURING THE CREATION OF THIS 2040 PLAN, PAPILLION SANITATION PURCHASED THIS PORTION OF THE FAIRVIEW ROAD NEIGHBORHOOD PROPERTY FROM A PRIVATE LANDOWNER. THE COMPANY INTENDS TO DEVELOP THE PARCEL FOR THEIR HEADQUARTERS AND A FUTURE RECYCLING CENTER. GIVEN THE LONG-TERM FOCUS OF THE 2040 PLAN, THE NEIGHBORHOOD LAYOUT IS SHOWN HERE AS ENVISIONED.
FORT CROOK RD
FORT CROOK RD
FAIRVIEW RD
75



Aerial vignette looking east over the Kennedy Freeway at the Fairview Road neighborhood



Townhomes with enhanced front facades



Village homes with garage access via a rear alley



Single-family residential home with attractive front landscaping



Bird's-eye perspective looking southwest over Fort Crook Road toward the Fairview Road neighborhood

FAIRVIEW TRANSIT CENTER

The Fairview Road Transit Center will be located immediately to the south of the Fairview Road Neighborhood. The transit center will be at the southern terminus of the Fort Crook Road BRT line. It will be designed to accommodate a number of important functions, including the following:

- BRT Station
- Park and ride
- Transfers (future Sarpy County BRT lines)
- Operator Break and Layover Facilities

The transit center will be strategically located for easy access, including BRT vehicles, park and ride drivers, and residents of the Fairview Road neighborhood. A "gas backwards" is shown adjacent to the transit center. This will essentially be a gas station "flipped" so that its convenience store holds the hard corner and the pumps are pushed to the rear, allowing for easier driver ingress and egress.

Bird's-eye perspective looking at the BRT transit center and "gas backwards" station

[This page is intentionally left blank.]

INCREMENTAL REDEVELOPMENT

As the Fort Crook Road corridor begins to redevelop, there will be circumstances where projects occur on a “one-off” basis and/or outside the five Coordinated Redevelopment areas highlighted earlier. To maintain the integrity of the vision for the corridor, these auto-oriented, stand-alone buildings must adhere to the following “Incremental Development” Guidelines:

In general, new, expanded, or redeveloped uses along the Fort Crook Road corridor should be developed in a pedestrian friendly manner. Parking must be located to the rear or the side of the building, with buildings or additions brought forward towards the street in order to help create a more traditional “street edge.” All buildings should have a front door that is connected directly to the front sidewalk (supplemental side/rear doors that provide access from the parking lot may also be provided). Business signs should be monument style and are to be located in the shallow landscaped front yard.

Over time, the simple design approach afforded by these “Incremental Development” Guidelines, coupled with corridor street tree planting efforts, will help Fort Crook Road transition from a marginal “strip” corridor into an enhanced “people place.” However, it bears repeating: Under no circumstances should the current commercial strip environment, with its front yard parking and buildings located on the rear portion of the property, be allowed. Continuation of this development pattern will only perpetuate the corridor’s current problems and stifle the market-based approach to repositioning the corridor.



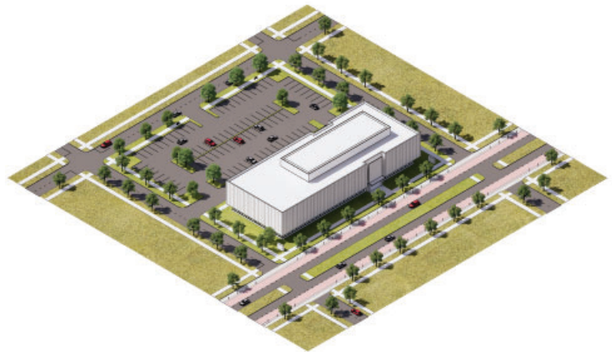
Single-family Residential



Retail / Commercial



Townhomes



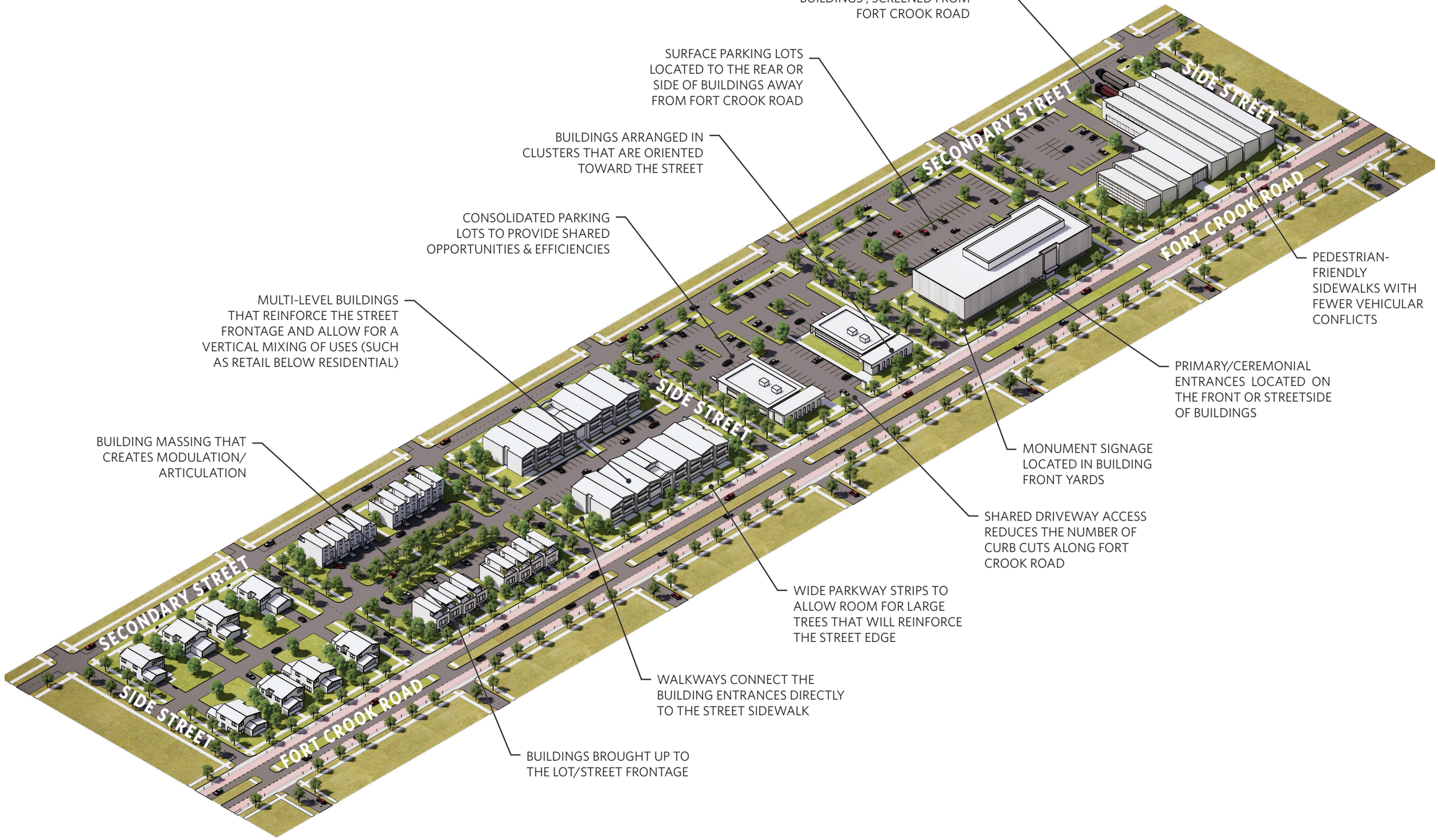
Office or Civic



Multi-family Residential



Industrial / Flex / Tech


LOADING DOCKS AND SERVICE YARDS LOCATED BEHIND BUILDINGS , SCREENED FROM FORT CROOK ROAD
SURFACE PARKING LOTS LOCATED TO THE REAR OR SIDE OF BUILDINGS AWAY FROM FORT CROOK ROAD
BUILDINGS ARRANGED IN CLUSTERS THAT ARE ORIENTED TOWARD THE STREET
CONSOLIDATED PARKING LOTS TO PROVIDE SHARED OPPORTUNITIES & EFFICIENCIES
MULTI-LEVEL BUILDINGS THAT REINFORCE THE STREET FRONTAGE AND ALLOW FOR A VERTICAL MIXING OF USES (SUCH AS RETAIL BELOW RESIDENTIAL)
BUILDING MASSING THAT CREATES MODULATION/ ARTICULATION
SECONDARY STREET
SIDE STREET
FORT CROOK ROAD
PEDESTRIAN-FRIENDLY SIDEWALKS WITH FEWER VEHICULAR CONFLICTS
PRIMARY/CEREMONIAL ENTRANCES LOCATED ON THE FRONT OR STREETSIDE OF BUILDINGS
MONUMENT SIGNAGE LOCATED IN BUILDING FRONT YARDS
SHARED DRIVEWAY ACCESS REDUCES THE NUMBER OF CURB CUTS ALONG FORT CROOK ROAD
WIDE PARKWAY STRIPS TO ALLOW ROOM FOR LARGE TREES THAT WILL REINFORCE THE STREET EDGE
WALKWAYS CONNECT THE BUILDING ENTRANCES DIRECTLY TO THE STREET SIDEWALK
BUILDINGS BROUGHT UP TO THE LOT/STREET FRONTAGE

FORT CROOK ROAD 2040

A PLAN FOR TRANSFORMING BELLEVUE'S CENTRAL SPINE

Bellevue
NEBRASKA
We Influence The World!

15a.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY:	City Administrator/CDD	Legal		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☑	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Resolution No. 2022-24, a Resolution adopting the Amended Bellevue Nebraska Economic Development Program Plan and submitting the same to the qualified electors of the City.

SYNPOSIS/BACKGROUND:

The City of Bellevue established an Economic Development Program (the "Plan") after approval of the voters on or about November 4, 2014. Pursuant to the Plan, the City of Bellevue, Nebraska established an Economic Development Program which appropriated funds annually for the purposes of economic development in the Highway 34 Corridor District. The City of Bellevue now desires to amend the Plan to allow for the Economic Development Program and allocation of funds associated with the same to extend to anywhere within the corporate limits of the City of Bellevue and its extra-territorial jurisdiction (the "Amended Plan") however said amended plan will not require additional funding. The same needs to be submitted at the November 8, 2022 general election for approval or denial by the qualified electors.

FISCAL IMPACT: 0 additional 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 Resolution 2022-24 and Authorize the Mayor to sign the same.

ATTACHMENTS:

1.	Resolution with attached Amended Plan	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brey Robins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

RESOLUTION NO. 2022-24

WHEREAS, pursuant to the State of Nebraska's Local Option Municipal Economic Development Act ("the Act"), the City of Bellevue ("City") has prepared an Amended Proposed Bellevue Nebraska Economic Development Program Plan (hereinafter "Amended Plan") which is attached hereto as **Exhibit A** and incorporated herein by reference for the purposes of promoting economic development within the corporate limits of the City of Bellevue and its extraterritorial jurisdiction ("ETJ") as further defined in the Amended Plan; and,

WHEREAS, a Proposed Bellevue Nebraska Economic Development Program Plan was previously adopted and approved for a period of May 1, 2015, through April 30, 2040 and the City of Bellevue desires to amend the plan pursuant to the terms of the Amended Plan attached hereto as **Exhibit A**; and,

WHEREAS the Act requires that upon completion of the proposed plan, a public hearing shall be held for public comment and discussion of the proposed plan; and,

WHEREAS the Act requires that following the public hearing, the City shall adopt the proposed plan and any amendments thereto by resolution; and,

WHEREAS the City held a public hearing on the proposed plan on August 2, 2022, pursuant to the Act.

WHEREAS the City Council now desires to adopt the Amended Plan and to submit the question to the qualified electors of the city.

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

The City of Bellevue hereby approves the attached Amended Proposed Bellevue Nebraska Economic Development Program Plan and shall submit the question of approval of said Amended Plan on the ballot at the **November 8, 2022, general election** in the following form:

PROPOSITION NO. 1

The City of Bellevue established an Economic Development Program (the "Plan") after approval of the voters on or about November 4, 2014. Pursuant to the Plan, the City of Bellevue, Nebraska established an Economic Development Program which appropriated funds annually for the purposes of economic development in the Highway 34 Corridor District. The City of Bellevue now desires to amend the Plan to allow for the Economic Development Program and allocation of funds associated with the same to extend to anywhere within the corporate limits of the City of Bellevue and its extra-territorial jurisdiction (the "Amended Plan") however said amended plan will not require additional funding. Shall the City of Bellevue amend its existing economic development program to include the entire corporate limits of the City of Bellevue and its extra-territorial jurisdiction?

[ ] Yes (for the adoption of the Amended Plan)

[ ] No (against the Amended Plan)

Electors desiring to vote in favor of the Proposition shall mark the appropriate space preceding the words "Yes (for the adoption of the Amended Plan)"

Electors desiring to vote against the Proposition shall mark the appropriate space preceding the words "No (against the Amended Plan)"

I) Description of the Economic Development Program:

The Economic Development Program presented by the City Council is summarized as follows:

The goals of the existing Plan support the development of new jobs, attract a variety of new businesses, broaden the tax base, generate employment opportunities, attract new capital investment, expand the labor market and the retention of existing jobs for the citizens of Bellevue by promoting development within the Highway 34 Corridor District. The Amended Plan will take the goals of the existing Plan and implement them to the entire corporate limits of the City of Bellevue and its extra-territorial jurisdiction, allowing for additional economic development for the City.

Voters previously approved the economic development program and funding for the same. No additional funding is necessary for the amendment to this plan. The Amended Plan extends the area from being limited solely to the Highway 34 Corridor District and extends the applicability of the Program to anywhere in the corporate limits of the City of Bellevue and its extra-territorial jurisdiction.

III) Duration of the Program: The length of time that the Program shall be in existence will be twenty-five (25) years beginning May 1, 2015.

IV) Years for Collection of the Funds: Funding for this Program was previously approved by voters and no additional funding is required by this Amended Plan. Collection of funds for the Program shall be on all taxable sales beginning on May 1, 2015, and shall end on April 30, 2035 (twenty years).

V) Source of Funds: The source shall be (i) any existing City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as designated by the City Council, (ii) any future increases of City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as may be approved by the voters; and (iii) any bonding as may be deemed necessary.

VI) Total Amount to be Collected: These funds and amounts collected were previously approved by voters and no additional funding is required by this Amended Plan. The total amount to be collected shall not exceed $375,000 per one-half year and $750,000 per year in fiscal years 2015-2016 (one-half (1/2) fiscal year), 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2024, 2034-2035 and 2035-2036 (one-half fiscal year), with the revenue being allocated to the Economic Development Plan as outlined. The one-half fiscal years shall be only one-half of the estimate to be collected.

PASSED AND APPROVED this _____ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

"Amended Proposed Bellevue Nebraska Economic Development Program"

AMENDED
PROPOSED
BELLEVUE NEBRASKA
ECONOMIC DEVELOPMENT PROGRAM

AMENDED August 16, 2022 – APRIL 30, 2040

Mayor:	**Rusty Hike**
Council Members:	**Jerry McCaw (at-large)** **Thomas Burns (Ward 1)** **Rich Casey (Ward 2)** **Paul Cook (Ward 3)** **Kathy Welch (Ward 4)** **Don Preister (Ward 5**
City Administrator:	**Jim Ristow**
City Attorney:	**Bree Robbins**
Community Development Director:	**Mark Elbert**

Overview:

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many cities and villages have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipalities greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller villages and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the necessity of businesses locating in large metropolitan areas. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

Economic Development Strategy:

The City of Bellevue's community and economic development strategy involves building on our strengths to promote the expansion of existing industries and the accompanying creation and retention of jobs and to recruit new industries and new jobs to the community. The principal strategy is directed at maintaining a good quality of life, building a strong workforce, developing community resources, attracting new capital investment, broadening the community's tax base and ensuring economic stability and viability for the City of Bellevue.

Economic diversification will continue to be a critical priority for the City of Bellevue. Offutt Air Force Base continues to be a great asset to the community, but the need to increase other industries to the community is necessary to diminish the reliance the community has with the base's economic impact. Diversification will be strengthened by the recruitment of new business from outside and development of new businesses from inside the city. An economic development program can establish the city as a nurturing environment for small and large businesses alike and provide economic opportunity. This atmosphere, in turn, will encourage people with skills and ideas to move or return to Bellevue to live and do business as well as retain current residents.

In addition to recruitment, Bellevue can create job opportunities by helping existing businesses in the city to expand their markets and compete more successfully. The successful marketing of Bellevue as a center for opportunity is important to Bellevue's effort to expand its labor force and attract new residents.

The City of Bellevue recognizes that the attraction of new business and industry to a community, or the expansion of existing business or industry, takes place in a very competitive market place. In order to keep Bellevue as competitive as possible in that market place, the community will strive to use financial and human resources available in a partnership with federal, state, municipal and private sources.

Statement of Purpose, General Intent and Goals:

The City of Bellevue implemented an Economic Development Program beginning May 1, 2015 (hereinafter "2015 Program"). It is the intent of the City of Bellevue to amend the 2015 Program and implement an Economic Development Program herein that encompasses the entire city limits and the entire extra-territorial jurisdiction (ETJ) for the City of Bellevue, as may be amended by annexation or other ordinance.

The Economic Development Program as amended herein shall have the following purpose and goals:

- Create new jobs
- Generate employment opportunities
- Attract a variety of new businesses
- Attract new capital investment
- Broaden the tax base
- Expand the labor market

In addition to soliciting input for the development of this program, an effort has been made to ensure consistency with other plans and goals of the City of Bellevue. The City of Bellevue's Comprehensive Plan was previously reviewed and revised.

The objective of the Comprehensive Plan is to promote the health, safety and general welfare of the City by providing harmonious development and proper arrangements of streets and utilities. The plan also calls for adequate sanitary facilities and for the reduction of flood damage potential to the greatest extent possible.

The Economic Development Program as amened herein and implemented by the City of Bellevue will compliment and further the goals of the Comprehensive Plan and other economic development goals of the City of Bellevue.

Eligible Activities:

The eligible economic activities of the Economic Development Program as amended herein are those activities within the corporate limits for the City of Bellevue as well as its extra-territorial jurisdiction from time to time permitted by Nebraska statute or authorized by the Mayor and City Council, including, but not limited to, the following activities: direct loans or grants to qualifying businesses, including loans and grants for fixed assets or working capital or both; loan guarantees for qualifying businesses; expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses, the construction of buildings to be leased or sold to said businesses, or the development of public facilities; the purchase of, or obtaining, renewing or extending options to purchase, real estate, including commercial, industrial and public sites; grants or loans for job training; and the issuance of bonds as provided for in the Act. Land to be purchased, either directly or through options, may be within or outside the corporate limits of the City of Bellevue.

The Local Option Municipal Economic Development Act has been changed in several Legislative sessions since it was signed into law on June 3, 1991. It is reasonable to assume the law will change during the course of Bellevue's Economic Development Program. This program is written with the intent that future changes to the Act which are beneficial to the City and citizens of Bellevue are expressly included in this Program; provided, however, any such changes shall not expand the Program beyond the boundaries as established herein without a vote of the citizens of the City of Bellevue.

The eligible economic activities of the Economic Development Program are further described as follows:

(a) Purchase of Land: As a part of the program, the City of Bellevue may purchase real property or options on real property when such property is located within the corporate limits of the City of Bellevue or its ETJ. The Program Administrator shall be responsible for recommending real property purchases to the Mayor and City Council following review of available real property which meets the goals and strategies of this Economic Development Program and reporting the same to the Mayor and City Council. The City shall comply with all statutory requirements when purchasing real property. Proceeds from the sale of real property purchased pursuant to the Economic Development Program shall be returned to the City of Bellevue's Economic Development Fund for future use.

(b) Construction or Financing of Infrastructure Improvements: As a part of the program, the City of Bellevue may make expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses. Such infrastructure improvements may include, but not be limited to, expanding water lines, sanitary sewer lines, storm sewers, pump stations, electrical utilities, gas utilities and access to transportation routes, including public roads, rail lines and the Missouri River. Any expenditures for access to

transportation shall specifically include installation of railroad tracks, railroad crossings, rail switch stations and docks or piers for loading and unloading barges and other river transportation vessels.

(c) Loan Fund: The City may establish a loan fund under the Economic Development Program to assist businesses located (or locating) within the corporate limits of the City of Bellevue or its ETJ. The loan fund shall be organized and operated as determined by the City of Bellevue based on loan or financing programs from time to time offered business ventures by the Small Business Administration (or other federal government agency identified by the City of Bellevue in the event the Small Business Administration ceases to exist, be known by that name, or provide relevant loan or financing programs) ("SBA") or the State of Nebraska. The particular requirements, conditions, standards and criteria of any loan or financing provided by the City of Bellevue under the loan fund shall be consistent with the relevant SBA or State of Nebraska loan or financing program on which the particular loan or financing provided by the City of Bellevue is based. The SBA or State of Nebraska requirements, standards, conditions or criteria will be the minimum applicable to the City of Bellevue loan fund with respect to the matters listed in (i) through (iv) below. The City of Bellevue can in any case impose additional or greater requirements, standards, criteria or conditions as determined under the circumstances appropriate; provided, however, any such changes shall not expand the ability to utilize the loan fund for businesses outside of the corporate limits of the City of Bellevue or its ETJ without a vote of the citizens of the City of Bellevue.

(i) Types of financial assistance available, the maximum proportion of financial assistance that will be provided to any single qualifying business and the criteria used to determine the appropriate level of assistance;

(ii) The criteria and procedures that will be used to determine the necessity and appropriateness of permitting a qualifying business to participate in the loan fund;

(iii) The criteria for determining the time within which a qualifying business must meet the goals set for it under its participation agreement; and

(iv) Standards for loan delinquency, declaration of default, and actions to be taken upon default (consistent with Neb. Rev. Stat. section 18-2720).

At the time a qualifying business applies to the City to participate in the loan fund, the business shall provide to the City appropriate documentation evidencing its negotiations with one or more primary lenders and the terms upon which it has received or will receive the portion of total financing which will not be provided by the City of Bellevue.

The investment strategies that the City will pursue to promote the growth of the loan fund while assuring its security and liquidity will be in accordance with applicable law. The Finance Director of the City of Bellevue will have primary responsibility for administration of loan servicing, unless other specified by the Mayor and City Council.

The loan fund will be administered in accordance with applicable law, including Neb. Rev. Stat. section 18-2720. The City of Bellevue does not at this time expect that any personnel or other assistance beyond regular City of Bellevue employees will be needed to assist in the administration of the loan fund. However, if the City Administrator at any time determines that additional personnel or assistance is needed, payment or reimbursement for the same shall not be provided from the loan fund unless otherwise approved by the voters of the citizens of the City of Bellevue.

The loan fund will be audited annually in conjunction with the audit of the Economic Development Program pursuant to Neb. Rev. Stat. section 18-2721. In addition, any applicant or recipient of lending or other financing from the loan fund is required to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from time-to-time requests or requires. All applicants and recipients are deemed to agree to this condition by the submittal of an application under this Economic Development Program.

Qualifying Businesses:

A qualifying business shall mean any corporation, partnership, limited liability company or sole proprietorship located within (or locating within) the corporate limits of the City of Bellevue or its ETJ and which derives its principal source of income from any of the following:

1) The manufacturing of articles of commerce;
2) The conduct of research and development;
3) The processing, storage, transport or sale of goods or commodities which are sold or traded in interstate commerce;
4) The sale of services in interstate commerce;
5) Headquarter facilities relating to eligible activities as listed in this section;
6) Telecommunications activities;
7) Tourism-related activities;
8) Retail; and
9) Any other business deemed as a qualifying business in the Local Option Municipal Economic Development Act or through future action of the Nebraska legislature.

A qualifying business must be located within, or locating within, the corporate limits of the City of Bellevue or its ETJ. Eligible qualifying businesses may apply more than once and receive program benefits more than once.

Source of Funds, Length of Program, Preliminary Budget, Bonding Authority:

This section describes the source of funds and a preliminary budget for Bellevue's Economic Development Program. It is important to note that this budget must be developed annually and may be modified from time to time by the Bellevue City Council. In the field of economic development, it is impossible to anticipate every condition or requirement. The City of Bellevue should maintain the flexibility to respond to specific requirements and opportunities on a short-term basis.

(a) Source of Local Option Funds: The City of Bellevue's source of public funds for this Economic Development Program will be the existing local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax from May 1, 2015 until April 30, 2035 which was approved by the voters of the City of Bellevue on or about November 4, 2014. Additional funds from other non-City sources will be sought beyond those derived from local sources of revenue, such as Tourism Grants.

(b) Length of Time the Program will Exist: The City of Bellevue's Economic Development Program which was approved by the voters of the City of Bellevue on or about November 4, 2014, will exist from May 1, 2015 until April 30, 2040. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Program during the life of this program.

(c) Preliminary Budget: The City of Bellevue shall establish an Economic Development Fund and shall contribute an amount not to exceed $375,000 for any one-half year and $750,000 per year beginning May 1, 2015 and ending April 30, 2035, as appropriated annually by the City Council. The annual amount of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to be placed into this fund shall be included in the City of Bellevue's budget each year and approved by the Bellevue City Council. Any proceeds from the issuance of bonds to provide funds to carry out this Economic Development Program and any proceeds from land or building sales associated with this Economic Development Program shall be deposited in this fund. The City of Bellevue shall not transfer or remove funds other than for the specific uses outlined in this program during the life of this program. The minimum expenditure in any one year shall not exceed the amount contributed for that year plus any surplus funds from previous years plus any non-City source of funds available.

(d) Bond Authority: Following a public hearing, the Bellevue City Council may authorize the issuance of bonds to carry out this Economic Development Program. Future contributions of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to the Economic Development Fund shall be used to pay off these bonds.

(e) Separate Development Fund: The City of Bellevue shall establish a separate Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718. Any funds derived from local sources of revenue for the program, earnings from the investment of such funds, any loan payment, any proceeds from the sale by the City of assets purchased by the City under the Economic

Development Program, or any other money received by the City by reason of the Economic Development Program or any other funds from non-City sources, shall be deposited into the Economic Development Fund. Any proceeds from the issuance and sale of bonds to provide funds to carry out the Economic Development Program, except for refunding bonds pursuant to Neb. Rev. Stat. section 18-2732, shall also be deposited into the Economic Development Fund. Except upon termination of the Economic Development Program as set forth herein, money in the Economic Development Fund shall not be deposited in the general fund of the City of Bellevue and the City of Bellevue shall not transfer or remove funds from the Economic Development Fund nor shall they be co-mingled with any other City of Bellevue funds. In no event shall money in the Economic Development Fund, or in the general fund of the City of Bellevue after being transferred from the Economic Development Fund, be utilized for purposes falling outside of the this plan without a vote of the citizens of the City of Bellevue.

(f) Investment of Funds: Any money in the Economic Development Fund, not currently required or committed for purposes of the Economic Development Program, shall be invested as provide in Section 77-2341 of the Revised Statutes of Nebraska.

(g) Disposition of Funds on Termination: In the event the Economic Development Program is terminated, the balance of the money in the Economic Development Fund, not otherwise committed by contract under the program, shall be deposited in the general fund of the City of Bellevue for future use for economic development purposes. Any funds received by the City of Bellevue, by reason of the Economic Development Program, after the termination of such program, shall be transferred from the Economic Development Fund to the general fund of the City of Bellevue. The Economic Development Fund shall not be terminated until such time as all projects and contracts related to the program have been finally completed and all funds related to them fully accounted for, with no further City of Bellevue action required, and after completion of the final audit.

(h) Termination of Program: When the Economic Development Program is terminated, the governing body of the City of Bellevue shall, by resolution, certify the amount of money to be transferred from the Economic Development Fund to the general fund of the City of Bellevue and the amount that it is anticipated will be received by the City of Bellevue between such time and final audit of the Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718.

(i) Continuation of Program: If, after five full budget years following initiation of the approved Economic Development Program, less than fifty percent (50%) of money collected from local sources of revenue is spent or committed by contract, the governing body of the City of Bellevue shall place the question of the continuation of the City of Bellevue's Economic Development Program on the ballot at the next regular election.

(j) Audit of Funds: The City of Bellevue shall provide for an annual, outside, independent audit of the Economic Development Program, by a qualified auditing business. The auditing business shall not, at the time of the audit or any period during the audit, have any contractual or business relationship with any qualifying business receiving funds or assistance under the Economic Development Program, or any financial institution directly involved with a qualifying business receiving funds or assistance under the Economic Development Program. The result of such audit

shall be filed with the City of Bellevue Clerk and made available for public review during normal business hours. Every applicant or recipient under the Economic Development Program agrees by submitting an application under the Program to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from time to time requests or requires.

Administrative Process:

The City of Bellevue or its designee shall administer the program. The Mayor of Bellevue and the Bellevue City Council will develop a Citizen Advisory Review Committee (the "Committee") to administer the application process of the program. The Committee shall consist of five (5) residents from the City of Bellevue who shall be appointed by the Mayor of Bellevue subject to approval from the Bellevue City Council. At least three (3) members of the Committee shall have expertise in the field of business, finance or accounting. The Mayor of Bellevue, with the approval of the Bellevue City Council, will designate an appropriate City Official to assist in the administration of the Economic Development Program and also serve on the Citizen Advisory Review Committee as an ex-officio member. The City Official will be responsible for providing assistance, information and advice on the Economic Development Program. Also serving on the Citizen Advisory Review Committee as an ex-officio member will be the City Administrator, who will serve as the Economic Development Program Administrator.

The City of Bellevue may contract with other entities to provide staffing and other support services to assist the Citizen Advisory Review Committee in the administration of the program.

The Citizen Advisory Review Committee will meet to review applications on an as needed basis; they will also meet on a quarterly basis to review the progress of the Economic Development Program. The committee will report its findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

The Bellevue City Council may assign additional responsibilities to the Committee as necessary to carry out the Economic Development Program or program changes as dictated by changing project needs and economic conditions.

Application Process:

To be considered for financial assistance through Bellevue's Economic Development Program, applicants must provide the following information:

1) A detailed description of the proposed project, including an address or legal description for the proposed project.
2) A business plan that includes employment and financial projections, current financial statements, financing requirements for the project and total projected costs.
3) A complete City of Bellevue Local Option Municipal Economic Development Program application.

In determining eligibility, additional information may be requested.

The Citizen Advisory Review Committee will review applications in the order they are received. Approval/disapproval of an application will be based on project feasibility and the potential future economic benefit that the project will provide to the community.

Applications that are approved by the Citizen Advisory Review Committee will be subject to a financial verification process. The financial verification process will be completed prior to the application being presented to the Bellevue City Council for approval.

After the Citizen Advisory Review Committee approves an application and the financial verification process is complete, the application will be presented to the Bellevue City Council for approval. The Bellevue City Council will use the same qualification requirements as the Citizen Advisory Review Committee used for the initial approval process. Upon approval, the Bellevue City Council will provide a suitable timeframe to disburse funds that meet the requirements of the applicant, provided that proper execution of the agreements are made between the applicant and the City of Bellevue.

Administration of Economic Development Program:

It is the intent of the program that the majority of the funds are used to support eligible activities and that only a minimal amount is spent on administrative costs. The administration of this program will be shared by three separate entities. The entities are as follows:

(a) Program Administrator: The Program Administrator shall be the City Administrator or his/her designee. The Program Administrator:

1. Will be responsible for the day-to-day operations of the program;
2. Will assist applicants and recruit potential applicants;
3. Will serve as an ex-officio, non-voting member of the Advisory Committee; and
4. Will provide the Citizen Advisory Review Committee with all necessary advice and information.

(b) Citizen Advisory Review Committee:

1. The Citizen Advisory Review Committee will be comprised of five (5) residents from the City of Bellevue. The Mayor of Bellevue will appoint the committee members after receiving approval from the Bellevue City Council. Committee members may not be elected or appointed officials, employees of the City of Bellevue, an official or employee of any qualifying business receiving financial assistance under this Economic Development Program or an official or employee of any financial institution participating directly in the Economic Development Program. The Committee will have at least three (3) individuals with expertise or experience in the field of business, finance or accounting. The Committee will have the City Administrator serving as an ex-officio member.
2. The Committee will meet as needed to review and approve/disapprove applications using the standard criteria set forth previously in the application process. The

Committee will also meet on a quarterly basis to review the progress of the Economic Development Program. The Committee will present findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

(c) Bellevue City Council:

1. Will have final authority on expenditure of funds in support of the economic development program.
2. Will approve the membership of the Citizen Advisory Review Committee.
3. Will have ultimate responsibility for the Economic Development Program.

Confidentiality, Laws and Regulations:

To ensure applicant confidentiality, the following measures will be instituted and enforced:

1. Each member of the Citizen Advisory Review Committee (including ex-officio members) and the Project Administrator will sign a "Statement of Confidentiality".
2. An applicant's business and financial information will be available to the Citizen Advisory Review Committee during the approval/disapproval process only. After the approval/disapproval process, the City Clerk will keep all permanent files and records. Access to these files and records will be limited and on a need to know basis only.

The City Attorney, in conjunction with the Citizen Advisory Review Committee, will establish procedures to ensure that the municipality and the qualifying business are meeting all applicable laws, regulations and requirements. These procedures are subject to review and approval by the Bellevue City Council.

Severability

If any section, subsection, sentence, clause or phrase of the Economic Development Program is, for any reason, held to be unconstitutional, unenforceable or invalid, such unconstitutionality, unenforceability or invalidity shall not affect the constitutionality, enforceability or validity of the remaining portions of the Program. The Mayor and City Council of the City of Bellevue hereby declare that they would have passed this Program and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, unenforceable or invalid.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
8/16/2022

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY: Finance Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☑	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Bond Reimbursement Resolution for FYE2023 CIP

SYNPOSIS/BACKGROUND:

This resolution preserves the flexibility of the City to make preliminary payments from funds on hand and then, if it so chooses, to reimburse itself from bond proceeds if bonds are issued in the future. Adoption of this resolution does not require the City to issue any bonds nor does it create authority for financing any project.

FISCAL IMPACT: Up To $18,000,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	NO	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	Bond Reimbursements				
START DATE:	10/01/2022	END DATE:	09/30/2027	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:

We recommend adoption of this resolution to preserve the City's flexibility in financing capital improvements.

ATTACHMENTS:

1. Resolution No. 2022-25	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brey Rolfes

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

RESOLUTION NO. 2022-25

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, during a regular meeting of the City Council, conducted a public hearing at 6:00 p.m. on August 16, 2022, in the Council Chambers at Bellevue City Hall, 1500 Wall Street, on the proposed City of Bellevue Fiscal Year 2022-2023 Capital Improvement Plan, and

WHEREAS, the proposed Capital Improvement Plan was reviewed by the Mayor and City Council and opportunity for public testimony was given and received, and

WHEREAS, the projects listed and described in Exhibit A, attached hereto and incorporated herein, ("Exhibit A") are included in the City's 2022-2023 Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of Bellevue, Nebraska, do hereby declare this resolution to the City's official declaration of intent under Internal Revenue Code Regulation Section 1.150-2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with construction of the following:

a. Wastewater system improvements, which may include those listed in Exhibit A, for which the preliminary estimate of debt contemplated to be issued exceeds $7,000,000.00;
b. Water system improvements, which may include those listed in Exhibit A, for which the preliminary estimate of debt contemplated to be issued exceeds $2,000,000.00; and
c. Street improvement projects, which may include those listed in Exhibit A, for which the preliminary estimate of debt contemplated to be issued exceeds $9,000,000.00.

Section 2. That up to the expenditure of the full amount of such project described within this Resolution, the City may advance funds as may be necessary for meeting the immediate costs of such project. It is the intent of the Mayor and City Council that the City shall reimburse such expenditures, as may be made from general funds on hand, from the proceeds of the issuance of its debt obligations.

Section 3. That the City Clerk shall make a copy of this Resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all such times until the bonds or such other tax-exempt obligations contemplated herein are issued.

DATED this _____ day of _____, 2022.

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

ATTACHMENT A

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN (EXCERPT)

Projects and Spending Eligible for Bonding Reimbursement

FISCAL YEAR 2023

DEPARTMENT/PROJECT		CITY COST
Wastewater		
WW 23 (2) Quail Creek Lift Station	$	1,600,000.00
WW 23 (3) South lift station flood Recovery	$	2,300,000.00
WW 23 (4) Bluff Street lift station and force main replacement	$	850,000.00
WW 23 (6) CIPP Pipeline Rehab, Industrial area	$	160,000.00
WW 23 (7) South Bellevue Sanitary Upgrades (Mission)	$	1,200,000.00
WW 23 (8) Haworth and Hero Park Sanitary	$	1,400,000.00
Wastewater Projects and Spending Total	$	7,510,000.00
PW 23(2) MUD Watermain Extension (WP1871)	$	2,000,000.00
Water Line Project and Spending Total	$	2,000,000.00
Streets		
ST 23(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	$	610,000.00
ST 23(2) 2023 Concrete Projects	$	1,610,000.00
ST 23(3) 2023 Overlay Projects	$	870,000.00
ST 23(4) 2023 Reconstruction Projects	$	1,236,250.00
ST 23(5) South 36th Street	$	1,410,000.00
ST 23(6) Bridge Repairs	$	1,535,000.00
ST 23(7) Drainage Improvements	$	685,000.00
ST 23(8) Wall Rehabilitation	$	-
ST 23(9) Facilities	$	175,000.00
ST 23(10) Road Construction	$	-
ST 23(11) Signal Improvements	$	735,000.00
ST 23(12) Asset Management	$	-
ST 23(13) Vehicles and Equipment	$	690,000.00
Street Projects and Spending Total	$	9,556,250.00

*16a.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022		SUBMITTED BY: Finance			
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the Mayor to sign the Political Subdivision Addendum to permit the City to participate in the State of Nebraska's U.S. Bank Card Program. This is an upgrade to the City's current credit card program. This new program will produce rebates for the City based on spending.

SYNPOSIS/BACKGROUND:

The City currently has a credit card program through the State of Nebraska U.S. Bank Card Program. However, it does not allow for rebates. The City is upgrading its program to gain the benefit of these rebates.

FISCAL IMPACT: +$40k BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	YES
CONTRACT DESCRIPTION:	State of Nebraska Corporate Card Program				
CONTRACT EFFECTIVE DATE:	08/16/2022	CONTRACT TERM:	Until Cancelled	CONTRACT END DATE:	
PROJECT NAME:					
START DATE:	08/16/2022	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 the Mayor to sign the Political Subdivision Addendum to permit the City to participate in the State of Nebraska's U.S. Bank Card Program.

ATTACHMENTS:

1.	Political Subdivision Addendum	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Amy Mather

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM: Mark Elbert

*REVISED 10/2019

usbank

U.S. BANK
POLITICAL SUBDIVISION ADDENDUM

This U.S. Bank Political Subdivision Addendum ("**Political Subdivision Addendum**") constitutes an addendum to and modification of the Sate Contract 50324 04 – Essential Agreement Terms for Purchase Card and Corporate Card Services dated November 17, 2011 between the State of Nebraska, Administrative Services, Material Division, Purchasing Bureau (the **"State"**) and U.S. Bank National Association (**"U.S. Bank"**) (the **"Agreement"**). This Political Subdivision Addendum shall become effective upon signing by or on the behalf of U.S. Bank (**"Effective Date"**) and supersedes any previous and like addenda with the Political Subdivision.

RECITALS

A. The State has entered into the Agreement for the purpose of making available a Corporate Card, Purchase Card or One Card as described in the Agreement ("**Card Program**") for use by Political Subdivisions;

B. The State is willing to permit Political Subdivisions to participate in the Card Program provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of the Agreement as if Political Subdivision was the entity signing the Agreement as the State. The State shall not bear liability or responsibility for Political Subdivision under the Agreement or this Political Subdivision Addendum; and

C. Political Subdivision has received a copy of the Agreement from the State, and after a thorough review of the Agreement, desires to participate as a Political Subdivision under this Agreement. Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of this Political Subdivision Addendum as well as the Agreement as if Political Subdivision was the entity signing the Agreement as the State, but Political Subdivision shall not be liable for the acts and omissions of the State under the Agreement or this Political Subdivision Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all parties agree as follows:

1. Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Agreement.

2. Political Subdivision agrees to accept and perform all duties, responsibilities and obligations required of the State as set forth in the Agreement. Cards shall be issued to designated employees of Political Subdivision upon execution of this Political Subdivision Addendum by Political Subdivision and U.S. Bank.

3. In order to determine credit qualifications for the Political Subdivision, the Political Subdivision shall provide U.S. Bank with the last three (3) years of audited financial statements with this signed Political Subdivision Addendum. The Political Subdivision shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify the Political Subdivision of the approval or decline of its credit qualification. If such financial statements can be independently obtained by U.S. Bank, the Political Subdivision will not be required to provide such financial statements.

4. Political Subdivision shall make payment to U.S. Bank for all Debt incurred by Political Subdivision and its Cardholders as provided in the Agreement. **"Debt"** means all amounts charged to a card and/or account including without limitation all amounts related to purchases, fees and other Charges that are owed to U.S. Bank by Political Subdivision and its Cardholders.

5. Political Subdivision declares that cards shall be used for official Political Subdivision purchases only, and shall not be used for individual, consumer purchases or to incur consumer debt. Political Subdivision warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Political Subdivision Addendum.

6. The notice address for Political Subdivision is:

Political Subdivision:
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Attn: Finance Director

7. The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Agreement constitute valid, binding and enforceable agreements of Political Subdivision. All extensions of credit made pursuant to this Political Subdivision Addendum and the Agreement to Political Subdivision will be valid and enforceable obligations of Political Subdivision and Political Subdivision shall pay to U.S. Bank all Debts incurred by Political Subdivision in accordance with the terms of the Agreement and this Political Subdivision Addendum. The execution of this Political

Subdivision Addendum and the performance of the obligations hereunder and under the Agreement are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any agreement to which Political Subdivision is a party or is bound.

8. Authorization and Execution. Political Subdivision represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Political Subdivision to be duly bound by this Political Subdivision Addendum. This Political Subdivision Addendum requires approval as to form by the Attorney for the Political Subdivision. If this Political Subdivision Addendum is not approved as to form by the Attorney for the Political Subdivision, the completion of a Certificate of Authority is required and must accompany this Political Subdivision Addendum.

In witness whereof, the parties have, by their duly authorized representatives, executed this Political Subdivision Addendum.

DATE: _____	**DATE:** _____
City of Bellevue Legal Name of Political Subdivision	U.S. Bank National Association
_____ (Signature of Authorized Individual)	_____ (Signature of Authorized Individual)
Leo W. Hike Jr. (Printed Name of Authorized Individual)	_____ (Printed Name of Authorized Individual)
Mayor (Printed Title of Authorized Individual)	Vice President (Printed Title of Authorized Individual)

Approved as to form:

A. Bree Robbins
(Signature of Attorney for Political Subdivision)
Bree Robbins
(Printed Name of Attorney)

*16b.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022		SUBMITTED BY: Doug Clark, Public Works Director			
AGENDA ITEM:		CONSENT AGENDA	☒	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Level 3 communications, LLC. License agreement with the City of Bellevue

SYNPOSIS/BACKGROUND:

This agreement between Level 3 Communications, LLC and the City of Bellevue is to maintain, modify or expand the communications system consisting of the underground materials.

FISCAL IMPACT: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Level 3 communications cable and facilities				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:	08/16/2022	END DATE:	08/16/2052	PAYMENT DATE:	
INSURANCE REQUIRED:	NO				
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

City council to approve and authorize the Mayor to sign license agreement between the City of Bellevue and Level 3 Communications LLC.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

LICENSE AGREEMENT

COMMUNICATIONS CABLE AND FACILITIES

THIS AGREEMENT ("Agreement") is made and entered into as of this 16 day of August, 2022 ("Effective Date"), by and between LEVEL 3 COMMUNICATIONS, LLC, a Delaware limited liability company, whose address for purposes of this Agreement is 1025 Eldorado Blvd., Broomfield, Colorado 80021 ("Licensee"), and THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation of the first class organized under the laws of the State of Nebraska ("City").

In consideration of the covenants and agreements herein contained, the parties agree as follows:

1. City hereby grants Licensee consent to survey, construct and, subsequent to acquisition of all necessary permits and payment of all applicable fees, to install, operate, inspect, maintain, protect, repair, alter, replace or remove a communications system consisting of underground conduits, cables, wires, splicing boxes and appurtenances and other materials to this Agreement ("Communications System"). The Communications System facilities will be placed in the designated public rights-of-way as part of Licensee's network. This consent shall be subject to and is conditioned upon Licensee's material compliance with all other terms and conditions of this Agreement as defined by the Bellevue Municipal Code ("Code") of general application to persons using public streets, alleys, roadways, rights-of-way or other public property, as the Code may be amended from time to time.

2. Unless this Agreement is earlier terminated as provided in paragraph 8 of this Agreement, the term of this Agreement shall be for twenty (20) years from the Effective Date, and thereafter, if Licensee is in full compliance with all of the provisions of this Agreement, shall be automatically renewed for successive ten (10) one (1) year periods; provided, however, in the event of the adoption of a comprehensive ordinance by the City in connection with telecommunications generally, this Agreement shall terminate one hundred twenty (120) days following such adoption, provided that such ordinance is applied to all telecommunications carriers operating in the City in a competitively neutral and non-discriminating manner.

3. During the term of this Agreement, Licensee may modify or expand the Communications System with approval from the City.

4. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party shall assign or otherwise convey any of its right, title or interest under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the preceding sentence, upon written notice to City, Licensee may assign, without City's consent, all of its right, title and

interest hereunder to any successor entity (whether by merger, consolidation or the sale of substantially all of the assets of such Licensee) and to any subsidiary or affiliate of such successor; provided that in no event shall Licensee be released from any liability or obligation to City which may have accrued prior to the effective date of such assignment.

5. Licensee shall not discriminate, nor permit any discrimination by any of its officers, directors, contractors or employees, against any person on the basis of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

6. No elected official or officer or employee of the City shall have a financial interest, direct or indirect, in any contract related to any matter related to the subject matter of this Agreement to which Licensee is a party. Violation of this paragraph 6, with the knowledge of the Licensee or any of its representatives, shall render this Agreement voidable by the City. The provisions of this paragraph 6 shall not apply to the extent that any such person shall own less than a controlling interest in Parent.

7. Licensee acknowledges that by entering into this Agreement, City is extending rights to Licensee in the nature of a license, subject to revocation immediately upon the expiration or other termination of this Agreement or upon demand or direction of the City as provided in Exhibit "A". Licensee shall acquire no temporary or permanent easement or other property right or interest of any nature in, under, over, or across any public property. The parties expressly reserve any right either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that, by execution and performance of this Agreement, neither party shall be deemed to have waived any such right.

8. This Agreement may be terminated by City for reasons, and in the manner, provided in Exhibit "A". No such termination shall be construed to relieve Licensee of any outstanding liability or obligation to City which may have accrued prior to the effective date of termination.

9. No representations were made or relied upon by either party in executing this Agreement other than those expressly set forth herein. This Agreement, including any approvals subsequently extended by City pursuant to paragraph 3 of this Agreement, encompasses the entire agreement of the parties. This Agreement shall not be amended except in writing duly executed by the authorized representatives of each party.

10. The parties agree, with respect to Section 4 of Exhibit "A", that Licensee may satisfy Section 4(i) by each of Licensee and its Parent certifying to the City in writing that Licensee is self-insured to the extent of the limits specified in Section 4(i).

11. Licensee agrees to indemnify, defend and hold harmless City and its principals, officers, directors, affiliates, successors, assigns, agents, contractors, and employees from and against any and all costs, claims, demands, judgments, liabilities or damages (including attorneys' fees) for any injury, loss, or damage to any third party,

tangible property or facilities of any third party to the extent arising out of or resulting from the negligence or willful misconduct of Licensee, its officers, employees, servants, affiliates, agents, contractors, licensees, invitees, and vendors in connection with the performance by Licensee of its obligations or the exercise by Licensee of its rights under this Agreement.

City agrees to indemnify, defend and hold harmless Licensee and its principals, officers, directors, affiliates, successors, assigns, agents, contractors, and employees from and against any and all costs, claims, demands, judgments, liabilities or damages (including attorneys' fees) for any injury, loss, or damage to any third party, tangible property or facilities of any third party to the extent arising out of or resulting from the negligence or willful misconduct of City, its officers, employees, servants, affiliates, agents, contractors, licensees, invitees, and vendors in connection with the performance by Licensor of its obligations or the exercise by City of its rights under this Agreement. The parties agree that any disputes about said Agreement shall be handled in Sarpy County, Nebraska.

12. All notices and other communications required or permitted to be given under this Agreement shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by facsimile, or by certified mail, postage prepaid, return receipt requested.

If to City:
City of Bellevue
Public Works Department
Attn: Doug Clark
1510 Wall Street
Bellevue, NE 68005

With a copy to:
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Licensee:
Level 3 Communications, LLC
1025 Eldorado Blvd
Broomfield, CO 80021
Attn: NIS/ROW

with a copy to:

Level 3 Communications, LLC
1025 Eldorado Blvd
Broomfield, CO 80021
Attn: General Counsel

IN WITNESS WHEREOF, the parties have duly authorized and executed this Agreement to be effective as of the day and year first written above.

LEVEL 3 COMMUNICATIONS, LLC., a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITY OF BELLEVUE, NEBRASKA a Nebraska municipal corporation

By: _____
_____,Mayor

ACKNOWLEDGMENT
BY CITY

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 202__, personally appeared _____ who is _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

_____

Notary Public

_____

Commission Expires

ACKNOWLEDGMENT
BY LEVEL 3

STATE OF COLORADO

COUNTY OF BROOMFIELD

BEFORE ME, the undersigned authority, on this 4 day of 08, 2023, personally appeared Durell Kennedy who is SR MGR of Level 3 Communications, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

MEGAN NAYLOR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224008984
MY COMMISSION EXPIRES MAR 4, 2026

Notary Public

March 4, 2026

Commission Expires

EXHIBIT "A"
TO
LICENSE AGREEMENT COMMUNICATIONS
CABLE AND FACILITIES

STATEMENT OF POLICY AND STANDARD SPECIFICATIONS

Section 1. Approval Required.

Whenever used in this Exhibit "A", all capitalized terms shall have the same meaning as contained in the Interim License Agreement.

Whenever used in this Exhibit "A", the term "Communications System" shall mean and include the Communications System as defined in paragraph 1 of the Agreement together with any Modifications (as such term is defined in this Exhibit "A").

Licensee, including any successor, assign, Parent, licensee, or Telephone Provider, shall not offer local communication service to Bellevue residents nor relocate, expand or otherwise modify the Communications System nor otherwise use any space through, over, across, on or beneath the surface of any street, alley, roadway, right-of-way or of any other public property within the jurisdiction of the City (collectively, "Property") within the zoning limits of the City of Bellevue for the installation or operation of any fiber optic cable, coaxial cable, or any other communication cable, line or appurtenance, directly or indirectly, except in connection with its operation of the Communications· System and then only after first obtaining the approval of the Public Works Director of the City ("Director") and, if applicable, paying to the City the additional occupational fees set forth in Section 7 of this Exhibit "A", as may be amended by City Code or other applicable law.

Section 2. Procedure for Approval.

(i) All applications to relocate, expand or otherwise modify the Communications System or otherwise use the Property in connection with its operation thereof (collectively, "Modification") shall be made in writing to the Director, containing sufficient detail to permit City to understand the proposed Modification and such other information as the Director shall require. Such application shall specifically identify the nature and extent of all Property affected by the Modification, a description of the contemplated users if the Modification is not intended for purposes of the general public, the identity of any Telephone Provider who provides Telecommunications Services over the Communications System in connection with the Modification, and the technical specifications of all cable, conduit or other components or facilities to be used, installed, or constructed in connection with the Modification, but excluding any detail Licensee considers to be proprietary, a trade secret, or a security concern. For purposes of this Agreement, (1) "Telephone Provider" shall mean any individual, corporation, company, joint stock company, firm, partnership or other entity which provides Telecommunications Services, and (2) "Telecommunications Services" shall mean the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.

(ii) Following review and preliminary approval of the application by the Director, such preliminary approval or denial to be given not less then twenty (20) working days after submittal of the application, Licensee shall furnish the Director with accurate drawings of the proposed Modification produced to a scale of one inch equaling fifty feet. Such plans shall show typical sections for pavement cuts and crossings, with specific details for conflicts with other utility structures and conduits and all other matters reasonably requested by the Director in furtherance of its review and approval and such other matters as are required by this Exhibit "A". Upon review of all such drawings, the Director shall bring the application before the Bellevue City Council for hearing and the Council shall approve or deny such application in writing indicating any conditions of approval or the basis of any denial. Such approval or denial to be given not less than thirty (30) working days after submittal of the plans.

(iii) Within thirty (30) days after completion of construction, the Licensee shall furnish the Director with two (2) complete sets of plans, showing the location of the Communications System constructed pursuant to the Agreement, but excluding any detail Licensee considers to be proprietary, a trade secret, or a security concern.

(iv)

(A) By March 1 of each year during the term, Licensee shall provide the Director with a schedule of its proposed construction activities, if any, which may affect the Property for that year.

(B) All construction locations, activities and schedules shall be coordinated to minimize public inconvenience, disruption and/or damages.

Section 3. Construction Specifications.

The Communications System shall be completed in substantial conformity with the final plans, specifications and conditions approved by the Director. Land and other surfaces shall be promptly restored to substantially the same grade and condition as existed immediately prior to Licensee's work. All work undertaken directly or indirectly affecting Property shall be inspected by the City at the cost of Licensee. All construction locations, activities and schedules shall be coordinated to minimize public inconvenience, disruption, or damages. Licensee shall become and remain a member of good standing with One-Call Committee and shall abide by requirements thereof. All inspections of work below any surfaces shall be completed before Property is restored. Where cable or other components are located beneath major traffic streets and arterial streets or rights- of-way abutting either type of street, the minimum depth from the top of the cable to the surface of the ground shall be thirty inches. Cable or other components buried beneath residential streets shall have a minimum depth of twenty-four inches. In no instance shall cable or other components be buried to a depth of less than forty-two inches. Cables buried beneath the nonpaved portions of street rights-of-way shall have a depth of at least forty-two inches. Pull boxes and other items shallower than the depth above specified shall be clearly shown on the

completed plans covering the installation work. All buried cable and other components shall be encased in a protective sheath strong enough to avoid injury or damage.

Section 4. Insurance and Public Liability.

(i) Prior to undertaking construction of any portion of the Communications System, Licensee shall at all times have in full force and effect a policy of public liability and other insurance insuring the Licensee and City, its elected and appointed officers, officials, agents, representatives and employees as additional insureds in the minimum amount of one million dollars ($1,000,000) for the injury or death of one person, one million dollars ($1,000,000) per occurrence, and five million dollars ($5,000,000) for property damage per occurrence; automobile liability for owned, non-owned and hired vehicles with a limit of Two Million Dollars ($2,000,000.00) for each person and Two Million Dollars ($2,000,000.00) for each accident; workers' compensation with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000.00); and comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than Three Million Dollars ($3,000,000.00). Such policies shall insure them against all loss, damage, injury, judgments and all claims of whatsoever nature, resulting or arising from or out of or in any way connected, directly or indirectly, with Licensee's, use, construction, operation, maintenance or removal of the Property or the Communications System. All such policies and certificates of insurance shall be issued by companies authorized to do business in the State of Nebraska and shall be approved as to form by the City Attorney. All policies of insurance shall provide that any such policy shall not be cancelled until thirty (30) days' written notice of such cancellation shall have been filed with the Licensee. Licensee shall provide at least 30 days advanced written notice to City on any required coverage that is cancelled or non-renewed and not replaced. Any lapse of a policy of insurance without replacement prior to such lapse shall automatically terminate this Agreement.

Section 5. Interference with Other Public Facilities. Relocation. Identification of Communications Cable.

(i) Notwithstanding any other provision of this Agreement, Licensee's use, operation or maintenance of the Communications System or the Property shall not materially interfere in any way with any present or future City's use of the Property, including any City owned, operated or controlled traffic control, energy cable, sewer, gas or water conduit, or other public facilities or utilities or Property. Whenever Licensee is required or permitted to relocate the Communications System, or any part thereof, at the initiation of the City for reasons of public health, safety, or welfare, such relocation shall be completed as directed by City at the sole cost and expense of the Licensee.

(ii) This Agreement and any approvals granted by the City in furtherance thereof

shall be subject to the requirement that whenever required to reasonably accommodate public health, safety, welfare or interest, the Communications System shall be relocated at Licensee's sole cost within a reasonable time, not to exceed one hundred twenty (120) days from written notice from City. If the Licensee fails to so undertake or cause such relocation, the City shall have the right, but not the obligation, to do so, in which event Licensee shall be responsible to City for all actual, reasonable, and documented costs incurred for such purposes.

(iii) Licensee shall, at its cost, maintain a local agent or contract with a third party available on a twenty-four hour per day, seven day per week basis, to provide to City and any other persons permitted to do work affecting public property, detailed and accurate information concerning the location, whether in plan, section or profile, or any combination of the same, of the Licensee's Communications System.

(iv) Between the City, any public utility and Licensee, Licensee shall at all times bear the risk of any damage to its Communications System unless caused by the negligence or intentional misconduct of the City or such utility.

*16c.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY: Tammi Palm		Planning Manager		
AGENDA ITEM:	CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Request to approve a 30-day filing extension for the Lakewood West Phase 1 final plat, as per Section 4-11, Subdivision Regulations.

SYNPOSIS/BACKGROUND:

Woodsonia Real Estate, Inc. is requesting a 30-day extension for their Lakewood West Phase 1 final plat, as allowed per Section 4-11, Subdivision Regulations. Staff is recommending approval of this request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

1. Staff Memo 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

We Influence The World!

MEMORANDUM

TO: Mayor Rusty Hike
City Administrator Jim Ristow
City Council
FROM: Tammi Palm, Planning Manager
DATE: August 9, 2022
RE: Lakewood West Phase 1 plat extension

Larry Jobeun, on behalf of Woodsonia Real Estate, Inc., is requesting a 30-day extension for their Lakewood West Phase 1 final plat. This is allowed per Section 4-11, Subdivision Regulations.

Staff has no objection to this request.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL based upon Section 4-11 Subdivision Regulations

FULLENKAMP
JOBEUN
JOHNSON &
BELLER LLP

John H. Fullenkamp
Larry A. Jobeun
Mark B. Johnson
Brent W. Beller
Robert T. Griffith

Writers e-mail: larry@fjjblaw.com
Writers direct dial: (402) 691-5265

August 10, 2022

VIA ELECTRONIC MAIL
City of Bellevue
Planning Department
Attn: Tammi Palm

Re: SID No. 365 – Lakewood West (the "SID")
Final Plat for Lakewood West (Phase 1)

To Whom It May Concern:

The undersigned represents the aforesaid Sanitary and Improvement District in Sarpy County, Nebraska. The purpose of this letter is to request a thirty (30) day extension in connection with the recording of the Final Plat for Lakewood West – Phase 1 (a/k/a SID No. 365). Please include this request in connection with the pending approval coming before the City Council of Bellevue, at your earliest convenience.

Should you have any questions or concerns regarding this request, please do not hesitate to give me a call at (402) 691-5265 or e-mail me at larry@fjjblaw.com. Thank you.

Sincerely,

Larry A. Jobeun

Encl.
ec. SID 365 File

*16d.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY:	Susan Kluthe, City Clerk			
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approval of Waiver Hunting Regulations - Capt. Kurt Stroeher or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNPOSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2022 through 1/31/2023 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT:: $ 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroeher or Sgt. Don Pleiss.

ATTACHMENTS:

1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

2022 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Ben Wallingford	415 E. 19th Avenue	Bellevue	68005	11171484	415 E. 19th Avenue	7/13/2022	8/9/2022	8/16/2022	
Steve Schneider	6902 S. 30th Street	Bellevue	68147	11849052	1310 Camp Gifford	7/19/2022	8/9/2022	8/16/2022	
Andrew J. Madison	1907 Meadowlark Lane	Bellevue	68123	12779227	1315 Bluff Street	8/4/2022	8/9/2022	8/16/2022	

16e.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY: Mike Christensen		Permits & Inspections		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Demo proposal for 1014 Grenoble Drive Bellevue, NE

SYNPOSIS/BACKGROUND:

A resolution was passed by the City Council on the 5th day of July, 2022 ordering the structures at 1014 Grenoble Drive to be torn down by August 5, 2022. This has not happened therefore; bids were requested for the removal of the structures located at 1014 Grenoble Dr.

FISCAL IMPACT: $14,200.00 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:

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: 19 ACCOUNT NUMBER: 6260

RECOMMENDATION:

Accept proposal #1 recommended by the Chief Building Official for the demolition of the structures located at 1014 Grenoble Drive Bellevue, NE. This proposal includes demo of the structures, water and sewer disconnects, inspection and removal of all asbestos found. After all of the demo debris is removed, the foundation hole will be filled with clean fill dirt and the lot left in a graded, seeded and safe contition.

ATTACHMENTS:

1. Proposal Christensen Excavating
2. Quote Maslowsky Grading
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

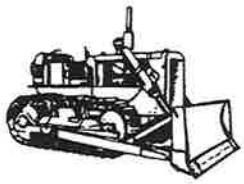
#1

Proposal

Page # _____ of _____ pages

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

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



JUST CAT'N AROUND

PROPOSAL SUBMITTED TO:	JOB NAME	JOB #
CITY OF BELLEVUE		
ADDRESS	JOB LOCATION	
1500 WALL ST	1014 GRENOBLE DR.	
BELLEVUE, NE 68005	DATE	DATE OF PLANS
	July 29, 2022	
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

WRECK HOUSE, REMOVE FOUNDATION AND FOOTINGS
FILL WITH CLEAN DIRT THE GRADE AND SEED.

$14,200.00

CHRISTENSEN EXC
WILL SHUT OFF SEWER AND WATER
WE WILL INSECT AND REMOVE ALL
ASBESTOS.
ALL PERMITS ARE INCLUDE CC.

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

$ FOURTEEN THOUSAND TWO HUNDRED DOLLARS Dollars

with payments to be made as follows: _____

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

Respectfully submitted Chris Christensen

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

Acceptance of Proposal

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

Signature _____

Date of Acceptance _____

Signature _____

#2

Quote

Date: 08/04/2022
Quote No.: 10022
Prepared By Tim Mccoyle

Maslowsky Grading

922 S. 13th Street
Tekamah NE 68061
402-510-5362

Customer
City Of Bellevue NE
210 Wall Street
Bellevue NE 68005

Project Address/location
1014 Grenoble Dr
Bellevue NE 68123

Qty	Description	Unit Price	TAX %	Total
1	Demolishion of residence located at 1014 Grenoble Dr, Bellevue NE. Haul off and legally dispose demolition debri. Includes; utility disconnects, asbestos abatment, backfill and permits.	$26,788.00	0%	$26,788.00

Total $26,788.00

Thank you for your business.

16f.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022		SUBMITTED BY: Public Works			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Contract to Purchase Columbarium for the Bellevue City Cemetery.

SYNPOSIS/BACKGROUND:

Contract to Purchase Columbarium for the Bellevue City Cemetery. The Columbarium pricing has been escalating due to inflation of cost of materials. Purchasing the Columbarium in this fiscal year will protect the city from project 20% price increases in the coming year.

FISCAL IMPACT: $149,789 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Cold Spring Granite Company	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Purchase of Columbarium				
CONTRACT EFFECTIVE DATE:	08/16/2022	CONTRACT TERM:	05/31/2023	CONTRACT END DATE:	05/31/2023
PROJECT NAME:	Columbarium Addition Bellevue Cemetery				
START DATE:	08/16/2022	END DATE:	05/31/2023	PAYMENT DATE:	08/31/2022
INSURANCE REQUIRED:	NO				
CIP PROJECT NAME:	Columbarium	CIP PROJECT NUMBER:	CIPCE22(01)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CIPCE22(01)	ACCOUNT NUMBER:	10-14-7030		

RECOMMENDATION:

The Public Works Department recommends the approval of the contract to purchase a columbarium for the Bellevue City Cemetery. Purchasing the Columbarium in 2022 will protect the Cemetery from experiencing a 20% price increase in 2023.

ATTACHMENTS:

1.	Contract for Purchase	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ConsensusDocs 205

STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONSTRUCTOR (Lump Sum Price)

Job Number: 1021398

This Agreement is made this _____day of _____, 2022, by and

between OWNER, Bellevue City Cemetery c/o City of Bellevue
1500 Wall Street
Bellevue, NE 68005

OWNER EMAIL ADDRESS, jason.houghtaling@bellevue.net and

CONSTRUCTOR, Cold Spring Granite Company – DBA Coldspring
(ColdSpring) 17482 Granite West Road
Cold Spring, MN 56320

Tax identification number (TIN) 41-0197900
The Owner and Constructor are collectively the "Parties." Notice to the Parties shall be given at the above addresses.
Contractor Licensing No., if applicable

PROJECT: 255 Niche Columbarium

DESIGN PROFESSIONAL: Cold Spring Granite Company

CONTRACT DOCUMENTS: This entire agreement including all attachments.

1. THE WORK The Constructor shall furnish construction administration and management services and use the Constructor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Constructor shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A "The Work", all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

2. PRICE As full compensation for performance by the Constructor of the Work, the Owner shall pay the Constructor the lump sum price of One Hundred Forty-Nine Thousand Seven Hundred Eighty-Nine dollars [($149,789.00)]. The lump sum price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.

Contract Price DOES NOT include any applicable taxes. CURRENT TAXES WILL BE ADDED AT THE TIME OF INVOICE UNLESS AN APPROVED TAX EXEMPT CERTIFICATE HAS BEEN RECEIVED PRIOR TO INVOICING.

3. EXHIBITS The following attached exhibits are made part of this Agreement:

ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

A. EXHIBIT A: The Work, 1 page(s) dated August 3, 2022.

B. EXHIBIT B: Rendering/Plans EXCLUDED, N/A page(s) dated N/A.

C. EXHIBIT C: Progress Schedule, EXCLUDED page(s) dated N/A.

D. EXHIBIT D: Schedule of Payments, EXCLUDED page(s) dated N/A.

E. EXHIBIT E: Warranty, 2 pages dated August 3, 2022.

F. EXHIBIT F: Site Conditions, 1 page dated August 3, 2022.

G. EXHIBIT G: Estimated Applicable Tax Amount, 1 page dated August 3, 2022.

4. ETHICS The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, or others for whom they may be liable, to secure preferential treatment.

5. CONSTRUCTOR'S RESPONSIBILITIES The Constructor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

5.1. Except for permits and fees that are the responsibility of the Owner pursuant to this Agreement, the Constructor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

5.2. The Constructor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by the Constructor.

5.3. In the event that the Owner elects to perform work at the Worksite directly or by others retained by the Owner, the Constructor and Owner shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Constructor and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.4. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, the Constructor shall examine and compare the drawings and specifications with information furnished by the Owner pursuant to section 6.2; relevant field measurements made by the Constructor; and any visible conditions at the Worksite affecting the Work.

5.5. COMPLIANCE WITH LAWS The Constructor shall comply with all laws at its own costs. The Constructor shall be liable to the Owner for all loss, cost, or expense, attributable to any acts or



ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

omissions by the Constructor, its employees, subcontractors, and agents for failure to comply with laws, including, fines, penalties, or corrective measures.

5.6. ~~WARRANTY~~ See Attached Exhibit "E" – dated August 3, 2022

~~5.6.1. The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. Subject to natural differences in color and other characteristics common in stone, Constructor promises to Owner that the materials provided shall be free of defects and meet the version of the National Building Granite Quarries Association, Inc. specification in place as of the date of the contract. The warranty does not include remedies for defects or damages caused by wear and tear during normal usage, use for a purpose for which the Project was not intended improper or insufficient maintenance, modifications performed by the Owner or others retained by Owner, or abuse.~~

~~The only remedy for breach of this warranty shall be, at the Constructor's sole discretion, correction of the materials, replacement of the materials, refund of the amount by which the values of the materials is reduced by defect, or any combination of these alternatives. The remedies stated in this paragraph are sole and exclusive remedies.~~

~~**WITH RESPECT TO THE WORK, THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO IMPLIED WARRANTY OF FITNESS FOR OWNER'S PARTICULAR PURPOSE; THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR OWNER'S PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**~~

~~To make a warranty claim, Owner must give to Constructor written notice of the breach within 30 days of discovering the breach. No warranty claim can be made more than 1 year after completion of the Work.~~

5.7. SAFETY The Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that the Constructor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. The Constructor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

5.8. HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. The Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If the Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

5.9. MATERIALS BROUGHT TO THE WORKSITE The Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought

ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

to the Worksite by the Constructor in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.10. SUBMITTALS The Constructor shall submit to the Owner and Design Professional for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with section 6.5. The Constructor shall be responsible to the Owner for the accuracy and conformity of its submittals to the Contract Documents. The Constructor shall prepare and deliver its submittals to the Owner and Design Professional in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of the Owner and others retained by the Owner. The Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution, or change. Further, the Owner shall not make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the Constructor. The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. The Constructor shall perform all Work strictly in accordance with approved submittals. The Owner's approval does not relieve the Constructor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

5.11. WORKSITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, the Constructor shall stop Work and give prompt written notice of the condition to the Owner and Design Professional. The Constructor shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.

5.12. CUTTING, FITTING, AND PATCHING The Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or others retained by the Owner.

5.13. CLEANING UP The Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

6. OWNER'S RESPONSIBILITIES Any information or services to be provided by the Owner shall be provided in a timely manner.

6.1. FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of the Constructor, the Owner shall provide the Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to the Constructor's commencing or continuing the Work. The Constructor shall be notified prior to any material change in Project financing.

ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

6.2. WORKSITE INFORMATION The Owner shall provide at the Owner's expense and with reasonable promptness the following, which the Constructor shall be entitled to rely upon for its accuracy and completeness:

6.2.1. information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports and investigations;

6.2.2. tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law; and

6.2.3. any other information or services requested in writing by the Constructor that are relevant to the Constructor's performance of the Work and under the Owner's control. The information required by this subsection shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent Worksite conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Constructor in laying out the Work.

6.3. MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) days after receiving the Constructor's written request, the Owner shall provide the Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

6.4. BUILDING PERMIT, FEES, AND APPROVALS Except for those required of the Constructor pursuant to this Agreement, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.5. DOCUMENTS IN ELECTRONIC FORM If the Owner requires that the Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional, and Constructor shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum.

7. SUBCONTRACTS Work not performed by the Constructor with its own forces shall be performed by subcontractors. The Constructor agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

8. CONTRACT TIME

8.1. DATE OF COMMENCEMENT The Date of Commencement is when this Agreement is fully executed by both parties.

ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

8.2. TIME Substantial Completion of the Work shall be achieved in fifty-two (52) weeks from the Date of Commencement. Substantial Completion is the date, certified by Constructor, on which the Work is sufficiently completed such that the project can be used for the purposes for which it was intended. Unless otherwise specified in the Constructor's Certificate of Substantial Completion, the Work shall be finally complete within thirty (30) days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time is of the essence for this Agreement.

9. SCHEDULE OF THE WORK If applicable for the project, the Constructor shall submit for review by the Design Professional and approval by the Owner, a Schedule of the Work that shall show the dates on which the Constructor plans to begin and to complete various parts of the work, including dates on which information and approvals are required from the Owner. If no schedule is provided by Constructor, the Work may progress on a schedule at the sole discretion of Constructor, within the Contract Time.

9.1. The Owner may request the Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or others. To the extent such changes increase the Constructor's time and costs, the Contract Price and Contract Time shall be equitably adjusted.

10. DELAYS AND EXTENSIONS OF TIME

10.1. If the Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Constructor, the Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Constructor include, but are not limited to, the following: acts or omissions of the Owner, the Design Professional, or others; changes in the Work or the sequencing of the Work ordered by the Owner or arising from decisions of the Owner that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Constructor; general labor disputes impacting the Project but not specifically related to the Worksite; terrorism, epidemics, pandemics, adverse governmental actions, regulatory permitting delays, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; and delay authorized by the Owner pending dispute resolution. The Constructor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of article 12.

10.2. In addition, if the Constructor incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner, the Design Professional, or others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials, concealed or unknown conditions, or delay authorized by the Owner pending dispute resolution, the Constructor shall be entitled to an equitable adjustment in the Contract Price subject to article 12.

10.3. In the event delays to the Work are encountered for any reason, the Constructor shall provide prompt written notice to the Owner of the cause of such delays after the Constructor first recognizes the delay. The Owner and Constructor agree to undertake reasonable steps to mitigate the effect of such delays.

ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - ©2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

10.4. NOTICE OF DELAY CLAIMS If the Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, the Constructor shall give the Owner written notice of the claim. If the Constructor causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

11. ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While the Owner may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if the Constructor reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. The Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Constructor's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances in accordance with Section 12 of this agreement.

12. CHANGES

12.1. The Constructor may request or the Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a written Change Order and agreed to by both Owner and Constructor.

12.2. The Owner and Constructor shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld.

12.3. Not part of this contract.

12.4. COST OR CREDIT DETERMINATION

12.4.1. An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

12.4.1.1. unit prices set forth in this Agreement or as subsequently agreed;

12.4.1.2. a mutually accepted, itemized lump sum; or

12.4.1.3. costs calculated on a basis agreed upon by the Owner and Constructor plus 10% overhead and 10% profit.

12.5. UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or Constructor, such unit prices shall be equitably adjusted.



ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

12.6. PERFORMANCE OF CHANGED WORK The Constructor shall not be obligated toperform Changed Work until a Change Order has been executed by the Owner and Constructor.

13. PAYMENT

Payment terms to be made as follows: $100,000.00 due with signed contract, balance due net 30 days after shipment. No retainer. Note: No work will begin until initial payment is received.

13.1. Not part of this contract.
13.2. Not part of this contract.
13.3. Not part of this contract.

13.4. ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible for such under this Agreement:

13.4.1. the Constructor's repeated failure to perform the Work as required by the Contract Documents;

13.4.2. loss or damage arising out of or relating to this Agreement and caused by the Constructor to the Owner or to others retained by the Owner to whom the Owner may be liable;

13.4.3. the Constructor's failure to properly pay subcontractors for labor, materials, orequipment furnished in connection with the Work following receipt of such payment from the Owner;

13.4.4. Defective Work not corrected in a timely fashion;

13.4.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

13.4.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

13.4.7. uninsured third-party claims involving the Constructor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Constructor furnishes the Owner with adequate security in the form of a surety bond, letter of credit, orother collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) days after receipt of an application for payment, the Owner shall give written notice to the Constructor disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.5. PAYMENT DELAY If for any reason not the fault of the Constructor, the Constructor does not receive a progress payment from the Owner within seven (7) days after the time such payment is due, the Constructor, upon giving seven (7) days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the

ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

Constructor has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay, and start-up.

13.6. SUBSTANTIAL COMPLETION When Substantial Completion of the Work is achieved, the Constructor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and the Constructor for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.

13.6.1. Upon acceptance by the Owner of the Certificate of Substantial Completion, the Owner shall pay to the Constructor the remaining retainage held by the Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred twenty five percent (125%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Owner and Constructor as necessary to achieve final completion. Uncompleted items shall be completed by the Constructor in a mutually agreed timeframe. The Owner shall pay the Constructor monthly the amount retained for unfinished items as each item is completed.

13.7. FINAL COMPLETION When, to the best of the Constructor's knowledge, the Work has reached final completion in accordance of the Contract Documents, the Constructor shall provide notice of Final Completion and application for final payment.

13.7.1. Final payment of the balance of the Contract Price shall be made to the Constructor within thirty (30) days after the Constructor has submitted to the Owner a complete and accurate application for final payment and the following submissions:

13.7.1.1. an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

13.7.1.2. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

13.7.1.3. release of any liens, conditioned on final payment being received;

13.7.1.4. consent of any surety, if applicable; and

13.7.1.5. a report of any accidents or injuries experienced by the Constructor or its subcontractors at the Worksite.

13.8. Claims not reserved by the Owner in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless the Constructor provides written identification of unsettled claims known to the Constructor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.



ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

13.9. LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is dueat the statutory rate at the place of the Project.

14. INDEMNITY

14.1. To the fullest extent permitted by law, the Constructor shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under section 15.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work but only to the extent caused by the negligent acts or omissions of the Constructor, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

14.2. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Constructor, its officers, directors, or members, subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them maybe liable from all claims for bodily injury and property damage, other than property insured under section 15.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by the Owner or others retained by the Owner, but only to the extent caused by the negligent acts or omissions of the Owner or others retained by the Owner.

15. INSURANCE

15.1. Before commencing the Work and as a condition precedent to payment, the Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Constructor will add Owner as an additional insured on a primary and noncontributory basis under the CGL and Business Automobile Liability Insurance policies of the Constructor. Additional insured on the CGL policy shall apply to both ongoing and completed operations coverage. If requested, the Constructor shall provide the Owner with certificates of the insurance coverage required. The Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, as required in this article, shall be written with at least the following limits of liability:

15.1.1. Employers' Liability Insurance:
- a. $1,000,000 bodily injury by accident per accident;
- b. $1,000,000 bodily injury by disease policy limit
- c. $1,000,000 bodily injury by disease per employee.

15.1.2. Business Automobile Liability Insurance:
- a. $1,000,000 per accident.

15.1.3. CGL Insurance:
- a. $1,000,000 per occurrence;
- b. $5,000,000 general aggregate;
- c. $2,000,000 products/completed operations aggregate;
- d. $1,000,000 personal and advertising injury limit.

15.2. Employers' Liability, Business Automobile Liability, and CGL coverage required in thesubsection above may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies. The Constructor

ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

shall maintain in effect all insurance coverage required in the section immediately above with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Constructor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Constructor, or terminate this Agreement. To the extent commercially available to the Constructor from its current insurance company, insurance policies required under section 15.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Constructor shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under section 15.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

15.3. PROPERTY INSURANCE Before the start of Work, the Owner shall maintain Builder's Risk Policy or Property Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Constructor, subcontractors, subsubcontractors, material suppliers, and Design Professional as named insureds. This insurance shall be written as a Builder's Risk Policy or Property Policy to cover all risks of physical loss except those specifically excluded by the policy. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this section. Before commencing the Work, the Owner shall provide a copy of the property policy or policies maintained in compliance with this section.

15.3.1. If the Owner does not maintain property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Constructor and the Design Professional before the Work is commenced. The Constructor may then provide insurance to protect its interests and the interests of the subcontractors and subsubcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of the Constructor's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

15.3.2. The Owner and Constructor waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, and the Design Professional for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Constructor may have for the failure of the Owner to obtain and maintain property insurance in compliance with section 15.2.

15.3.3. To the extent of the limits of the Constructor's CGL insurance specified in section 15.1 the Constructor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of the Constructor, subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.



ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

15.4. OWNER'S INSURANCE The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss. The Owner shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Owner's errors or omissions.

16. BONDS No later than five (5) days prior to the commencement of work under this Contract, Constructor shall furnish a Performance Bond and a Labor and Material Bond. Each such bond shall be in the amount equal to 100% of the Contract Price Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause.

17. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for (a) losses covered by insurance required by the Contract Documents, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement.

17.1. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Constructor shall require similar waivers in contracts with subcontractors and others retained for the project.

18. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Constructor until the Date of Substantial Completion, unless otherwise agreed to by the Parties. If Owner fails to maintain insurance as provided in Section 15.3, risk of loss or damage to the Work shall be upon the Owner.

19. NOTICE TO CURE AND TERMINATION

19.1. NOTICE TO CURE A DEFAULT If the Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work in accordance with article 9, or fails to make prompt payment to its workers, subcontractors, or material suppliers, disregards law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Constructor may be deemed in default. If the Constructor fails within fifteen (15) business days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Constructor a second written notice to correct the default within a fifteen (15) business day period. If the Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to the Constructor, who shall be liable for such payments including reasonable overhead, profit, and attorneys' fees.

19.2. TERMINATION BY OWNER If, within fifteen (15) days of receipt of a notice to cure pursuant to section immediately above, the Constructor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Constructor that it intends to terminate this Agreement for default absent appropriate corrective action within fifteen (15) additional days. After the expiration of the additional fifteen (15) day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to the Owner. If the Owner's costs arising out of the Constructor's failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, the Constructor shall be liable to the Owner for such excess costs. If the



ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

Owner's costs are less than the unpaid Contract Price, the Owner shall pay the difference to the Constructor. In the event the Owner exercises its rights under this section, upon the request of the Constructor, the Owner shall furnish to Constructor a detailed accounting of the costs incurred by the Owner.

19.2.1. The Owner shall make reasonable efforts to mitigate damages arising from the Constructor default and shall promptly invoice the Constructor for all amounts due.

19.3. TERMINATION BY CONSTRUCTOR Upon fifteen (15) days' written notice to the Owner, the Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of the Constructor for any of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Constructor, materials are not available.

19.3.1. In addition, upon seven (7) days' written notice to Owner, Constructor may terminate the Agreement if the Owner does any of the following: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with section 6.1; (b) assigns this Agreement over the Constructor's reasonable objection; (c) fails to pay the Constructor in accordance with this Agreement and the Constructor has complied with the notice provisions of section 13.5; or (d) otherwise materially breaches this Agreement.

19.3.2. Upon termination by the Constructor pursuant to this Agreement, the Constructor shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

19.4. OBLIGATIONS ARISING BEFORE TERMINATION Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

20. CLAIMS AND DISPUTE RESOLUTION

20.1. CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in sections 10.3 and 10.4 for any claim for an increase in the Contract Price or the Contract Time, the Constructor shall give the Owner written notice of the claim within fourteen (14) days after the occurrence giving rise to the claim or within fourteen (14) days after the Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

20.2. WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Constructor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If the Constructor continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

20.3. DISPUTE MITIGATION THROUGH DIRECT DISCUSSIONS If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions. Within five (5) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.



ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

20.4. MEDIATION Disputes between the Owner and Constructor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (AAA). The Parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

20.5. BINDING DISPUTE RESOLUTION If neither direct discussions nor mediation successfully resolve the dispute, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using the current Construction Industry Arbitration Rules of the AAA, or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

20.6. COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

21. MISCELLANEOUS

21.1. EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

21.2. ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement, in whole or in part, without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

21.3. WRITING Written notice, request, approval, and/or acceptance required herein may (in lieu of transmission via US Mail) be transmitted via electronic mail at the email address provided on page one of this Agreement. By providing an email address on page one, the party is consenting to receipt of written notices via email at the address provided. Electronic written notice is effective upon sending. Written agreement required herein may (in lieu of physical signatures on paper) be executed in counterpart via electronic signature.

JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

OWNER:_____

BY: _____Date: _____

CONSTRUCTOR: Cold Spring Granite Company

BY:_____Date:_____
COLDSPRING authorized signer

END OF DOCUMENT.

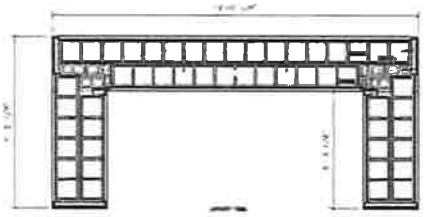
ConsensusDocs™ 205 - Standard Short Form Agreement Between Owner and Constructor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

COLDSPRING

EXHIBIT A "The Work"
255 Niche Columbarium
City of Bellevue | Bellevue City Cemetery | Bellevue, NE

 August 3, 2022

1. Coldspring will fabricate, ship (F.O.B. Bellevue, NE) one (1) 255 Niche Columbarium to match existing columbarium supplied under Coldspring job 1000749. Niche layout per plan view shown below, at 5 niches high. Niche fronts are a combination of single wide, double wide and quad (2 wide over 2 wide).



2. Interior units are reinforced concrete with a durable polystyrene liner and closure. The cabinet is completely clad in granite.
3. Niche fronts will be polished (full range) Carnelian granite and hung with bronze rosette hangers.
4. Niche trim will be polished (full range) Rockville White granite.
5. Freight to Bellevue, NE.
6. Coldspring is responsible for crane service, unloading and installation of the unit at the site.
7. Coldspring's 10/50 Warranty is included.
8. Stamped engineered drawings, if required, are included. Owner is responsible for any necessary soil borings/reports and surveys.
9. Site access for semi-trailer and equipment to be provided by the Owner. Deliveries will be made with a 70' long tractor trailer weighing 80,000 pounds. Route to construction site must be free of obstructions. Coldspring is not responsible for damage to roadways or grade required for construction access, but will make every effort to avoid unusual damages.
10. Pricing for this contract offer is based on current market conditions with the delivery to begin no later than June 2023. Delays beyond the control of Coldspring may be subject to a price surcharge.
11. Additional exclusions from this contract: State and local permits, soil tests, pre-drill, foundation, bonds, sidewalks, memorialization, landscaping, carving/lettering, and any other city or cemetery requirements.
12. DELIVERY: will start 38 to 40 weeks after receipt of approved shop drawings, returned signed contract and receipt of all payments due prior to shipment.

COLDSPRING™

Exhibit "E"
Dated: August 3, 2022

Community Mausoleum & Columbarium
CERTIFICATE OF WARRANTY

10-YEAR WORRY-FREE WARRANTY

Cold Spring Granite Company (Coldspring) warrants to (the person or company name), the original owner of (project name) located at (address), that, for a period of 10 years from (stated date), Coldspring will repair or replace any component of the building that fails due to Defective Work. Defective Work is defined as follows: "a defect in material and workmanship, except those items or causes specifically excluded or limited in the 'Exclusions and Limitations' section of this Warranty." This 10-year Worry-Free warranty covers all building components, including the pre-cast crypts and niches, crypt/niche front hangers, and granite components, except as excluded or limited in the Exclusions and Limitations.

50-YEAR GRANITE WARRANTY

In addition to the 10-year Worry-Free Warranty, for a period of 50 years from (the stated date), Coldspring warrants to the original owner of the building that Coldspring will repair or replace any granite component of the building that fails due to Defective Work. This 50-year Granite warranty covers the granite only, including granite carvings, murals and crypt/niche fronts, except as excluded or limited in the Exclusions and Limitations.

NOTICE OF CLAIM

This warranty applies to the building as installed in its original location. This warranty becomes null and void if the building is moved from its original installation location and or if modifications are made to the original structure by anyone other than Coldspring authorized personnel. Upon verification of a valid claim made against this warranty, Coldspring will at its option, repair or replace the defective material.

To make a claim against this warranty, a description of the problem must be submitted in writing to the following address:

Coldspring
Mausoleum Warranty Department
17482 Granite West Road
Cold Spring, MN 56320-4578

All claims against this warranty must be verified by a designated Coldspring field inspector. Upon verification and approval by Coldspring's field inspector of a valid claim made against this warranty, Coldspring will, at its option, repair or replace the material in question if the material in question has failed due to any defect caused by Coldspring during the quarrying and/or fabrication of the granite material. The cost of any such repair or replacement shall be borne by Coldspring and/or its authorized representatives and includes the labor charges necessary for repair or replacement. If replacement of granite is deemed necessary, replacement will be made with granite marketed by Coldspring at the time it honors this warranty. The replacement granite shall match the original granite in color, grain and grade as nearly as possible but only from the granite then in Coldspring's inventory. Coldspring shall not be responsible for failure of the replacement granite to match the original color, grain and grade. This warranty does not cover the cost of any repairs or replacement undertaken prior to your receipt of written claim verification from the company.

EXCLUSIONS AND LIMITATIONS

Coldspring will not be liable for damage caused by or to the following items, which are specifically excluded from coverage under this warranty: defects or conditions that are intrinsic in the work or materials described in the contract documents, granites and other stones not quarried and fabricated by Coldspring, fading caused by the sun and/or other environmental causes, plumbing systems, electrical systems, HVAC systems, non-granite floor coverings, non-granite roof structures, wall systems, doors and windows outside of the manufacturer's warranty, staining caused by environmental conditions, exterior sidewalks & ramps, caulking past one year, vandalism, war, terrorism, acts of God or nature, atmospheric conditions, failure to perform regular cleaning and maintenance, damage to granite (or other Coldspring products) caused by defective foundations constructed by others, or issues relating to improper engineering and testing performed by others prior to the installation of the foundation. Coldspring will only be responsible for work performed by Coldspring or its sub-contractors. This warranty expressly excludes defects in materials or workmanship supplied or performed by any parties other than Coldspring. As to any material utilized in the mausoleum provided by parties other than Coldspring that carry a warranty from the supplier of that product, that warranty will be assigned by Coldspring to the original owner of the mausoleum, whenever possible. This Warranty shall be secondary to any perpetual care fund proceeds available from the cemetery wherein the building subject to this Warranty has been placed. THIS WARRANTY IS LIMITED TO THE PROVISIONS STATED ABOVE, AND NO OTHER WARRANTY, EXPRESSED OR IMPLIED, EXISTS. THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED. EXCEPT AS PROVIDED HEREIN, THE COMPANY SHALL NOT BE LIABLE IN EITHER TORT OR CONTRACT FOR ANY LOSS OR DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES. (Some states do not allow the exclusion or limitation of incidental or consequential damages. The above limitations may not apply to you. This warranty gives the purchaser specific legal rights and other rights may also exist that vary from state to state.)

COLDSPRING™

Exhibit "F"
Dated: August 3, 2022

SITE ACCESS REQUIREMENTS

PRICE QUOTES ARE BASED UPON THE FOLLOWING:

1. Foundation:
   Must be completed to specification at least (7) seven days prior to delivery

2. Site shall be:
   a. Free of all debris. (Dirt mounds, lumber, equipment, etc.)
   b. The ground around the site must withstand the weight of the trucks and cranes, up to 80,000 lbs. (wet or dry)

3. Access to Site:
   Price is based upon foundation being no more than 15 feet off a paved road or equally compacted surface. Additional equipment and/or material used to gain access to site will be at owner's expense.

4. Roads into and around the project site must be: (able to accommodate a semi tractor-trailer approximately 10' wide and 75' long)
   a. They need to be a paved or equally compacted surface
   b. The 75' semi tractor-trailers must be able to make all turns into and around cemetery

5. Height Restrictions: (Trailer height is 13'-6". Owner would be responsible for removal of any of the following obstructions)
   a. Trees
   b. Power Lines
   c. Entrance Gates

6. Truck and Crane Info:
   a. Weight – up to 90,000 lbs.
   b. Height – up to 13'-6" tall
   c. Length – up to 75' long
   d. Width – up to 10' wide, plus outriggers

COLDSPRING WILL TAKE EVERY PRECAUTION AND GIVE REASONABLE CARE TO NOT CAUSE DAMAGE TO THE PROJECT LOCATION.

PLEASE CALL YOUR PROJECT MANAGER WITH ANY QUESTIONS AT 800-328-5040.

COLDSPRING™

Exhibit "G"
Dated: August 3, 2022

ESTIMATED APPLICABLE TAX AMOUNT

1. Based upon the applicable tax rate provided by Owner, the ESTIMATED sales tax amount for this project is $ 0.00. This ESTIMATED applicable tax amount is only an estimate and the ACTUAL current applicable tax amount will be added at the time of invoicing based upon the actual shipment location as outlined below.

16g.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022	SUBMITTED BY:	Public Works- Doug Clark	Legal		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Permanent and Temporary construction and maintenance easements of sanitary sewer over part of Lot 3 Paradise Park, as indicated further in the easement documents.

SYNPOSIS/BACKGROUND:

The City and the Paradise Park owner agreed upon easement terms and price of $10,000 total for the permanent and temporary easements necessary to construct and maintain the sanitary sewer for the purposes of delivering wastewater across, through, and under the land described. With this agreement- the City will not need to institute eminent domain proceedings for this item (as originally approved in July 2022).

FISCAL IMPACT: 10,000 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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize the Mayor to sign the Permanent and Temporary Easements and approve the filing and recording of the same.

ATTACHMENTS:

1.	Permanent Easement Docs	2.	Temporary Easement Docs	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, *L & J Asset Holdings, LLC, a Delaware Limited Liability Company*, hereinafter called the "Grantor", in consideration of **One Thousand Dollars and no cents, ($1,000.00),** the receipt of which is hereby acknowledged, hereby grants and conveys to the City of Bellevue, a municipal corporation, located in Sarpy County, Nebraska, hereinafter called "City", a temporary easement to construct and install a wastewater pipe, for the purpose of delivering wastewater across, through and under the land hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said wastewater pipe, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location.

Said easement will be over and under the following described area:

A TEMPORARY EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER OVER THAT PART OF LOT 3, PARADISE PARK, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

CONTAINING 16,225 SQUARE FEET

See Attached Temporary Easement Exhibit

This easement shall be subject to the following terms and conditions:

1. The Grantor hereby grants to the City, its successors and assigns, the right, privilege and authority to enter upon and pass over said property for the purpose of constructing, repairing, operating and maintaining said wastewater pipe or infrastructure upon the property above described for the duration described herein.

2. The Grantor does hereby covenant with the City that it has good and lawful right to convey it or any part thereof; and that the easement is free from encumbrance except those of record.

3. The City shall at all times exercise due care and diligence to avoid injury, loss or damage to structures or property of the Grantor, its successors and assigns for any and all loss, damage or injuries sustained to such property by reason of the construction, future maintenance, operation or reconstruction of said underground wastewater facility, or any part thereof.

4. This easement is binding upon the assigns and successors of the Grantor for a duration of two years after this temporary easement is fully executed.

5. The above payment shall cover all damages caused by the establishment and construction of the above project.

6. The landowners and neighbors will be notified a minimum of one week prior to the start of construction.

7. Any disturbed area will be restored to its pre-construction condition after completion of the project.

8. The points described above are subject to adjustment by subsequent agreement between the City and Grantor.

9. This easement shall not pass, nor be construed to pass, to the City, in fee simple interest or title to the easement area. The Grantor shall have the reserved right to make reasonable non-structural uses of the easement area, which do not interfere with the City's rights under this temporary easement.

10. Other than as set forth in separate writings from the City, the Grantor warrants that no verbal or written representations or inducements have been made or given by the City or by any of its officers, agents or employees, other than as may be recited in this document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has executed this Easement the _____day of August 2022.

GRANTOR: *L & J Asset Holdings, LLC, a Delaware Limited Liability Company*

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

Name: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of August, 2022 before me, a General Notary Public, duly commissioned and qualified, personally came _____ as _____ and _____ as _____ of L & J Asset Holdings, LLC, a Delaware Limited Liability Company, to me known to be the identical persons whose names affixed to the foregoing instrument as Grantors and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

_____
Notary Public

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

GRANTEE: City of Bellevue, Nebraska

BY: _____

Rusty Hike, Mayor of the City of Bellevue

ATTEST:

BY: _____

Susan Kluthe, City Clerk of the City of Bellevue

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this _____ day of August, 2022 before me, a Notary Public in and for said county and state, personally came, Rusty Hike, Mayor of the City of Bellevue, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.

_____
Notary Public

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

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A TEMPORARY EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER OVER THAT PART OF LOT 3, PARADISE PARK, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 87°14'00" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE COORDINATE SYSTEM) FOR 42.67 FEET ON THE NORTH LINE OF SAID LOT 3, PARADISE PARK;

THENCE SOUTH 02°56'32" EAST FOR 459.83 FEET;

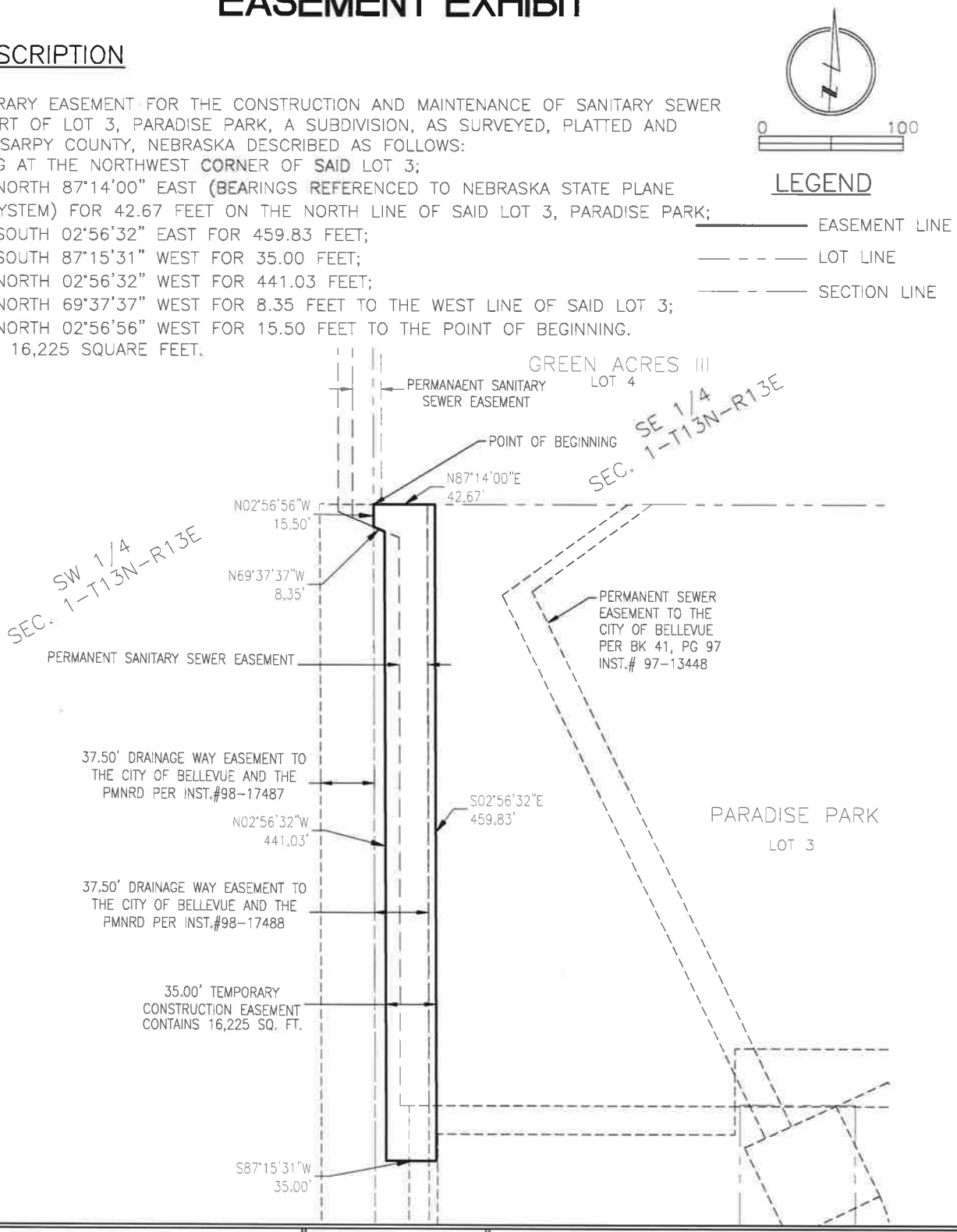
THENCE SOUTH 87°15'31" WEST FOR 35.00 FEET;

THENCE NORTH 02°56'32" WEST FOR 441.03 FEET;

THENCE NORTH 69°37'37" WEST FOR 8.35 FEET TO THE WEST LINE OF SAID LOT 3;

THENCE NORTH 02°56'56" WEST FOR 15.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 16,225 SQUARE FEET.



LAMP RYNEARSON

[redacted]

LampRynearson.com

DESIGNER / DRAFTER	BRYSON KELLER
ENGINEER	
PROJECT NUMBER	0117079
DATE	02-24-2022
SURFACE LOCATION	
BOOK AND PAGE	

EASEMENT EXHIBIT

L:\Engineering\0117079.03 Bellevue Brown River Easement HDR\SURVEY\DRAWINGS\EXHIBITS\117079-EAS-08.dwg, 2/25/2022 7:55:49 AM, BRYSON KELLER, LAMP RYNEARSON

PERMANENT EASEMENT

The undersigned, *L & J Asset Holdings, LLC, a Delaware Limited Liability Company*, hereinafter called the "Grantor" in consideration of **Nine Thousand Dollars and no cents, ($9,000.00)**, the receipt of which is hereby acknowledged, hereby grants and conveys to the City of Bellevue, a municipal corporation, located in Sarpy County, Nebraska, hereinafter called "City", its successors and assigns, a permanent easement to construct and install a wastewater pipe, and related structures as necessary, for the purpose of delivering wastewater across, through and under the land hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said wastewater pipe, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location.

Said easement will be over and under the following described area:

A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER OVER THAT PART OF LOT 3, PARADISE PARK, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

CONTAINS 3,812 SQUARE FEET

AND ALSO:

A PERMANENT SANITARY SEWER EASEMENT OVER THAT PART OF LOT 3, PARADISE PARK, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

CONTAINS 8,761 SQUARE FEET

See Attached Easement Exhibits

1. The points described above are subject to adjustment by subsequent agreement between the City and Grantor.

2. The Grantor hereby grants to the City, its successors and assigns, the right, privilege and authority to enter upon and pass over said property for the purpose of constructing, repairing, operating and maintaining said wastewater facilities upon the property above described.

3. The Grantor does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described; that it has good and lawful right to convey it or any part thereof; and that the easement is free from encumbrance except those of record.

4. The City shall at all times exercise due care and diligence to avoid injury, loss or damage to structures or property of the Grantor, its successors and assigns for any and all loss, damage or injuries sustained to such property by reason of the construction, future maintenance, operation or reconstruction of said underground wastewater main, or any part thereof.

5. This easement is binding upon the assigns and successors of the Grantor and shall be a permanent easement.

6. The above payment shall cover all damages caused by the establishment and construction of the above project.

7. This easement shall not pass, nor be construed to pass, to the City, in fee simple interest or title to the easement area. The Grantor shall have the reserved right to make reasonable non-structural uses of the easement area, which do not interfere with the City's rights under this easement.

Other than as set forth in separate writings from the City, the Grantor warrants that no verbal or written representations or inducements have been made or given by the City or by any of its officers, agents or employees, other than as may be recited in this document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has executed this Easement the _____day of August 2022.

GRANTOR: *L & J Asset Holdings, LLC, a Delaware Limited Liability Company*

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

Name: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of August, 2022 before me, a General Notary Public, duly commissioned and qualified, personally came _____ as _____ and _____ as _____ of L & J Asset Holdings, LLC, a Delaware Limited Liability Company, to me known to be the identical persons whose names affixed to the foregoing instrument as Grantors and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

_____
Notary Public

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

GRANTEE: City of Bellevue, Nebraska

BY: _____

Rusty Hike, Mayor of the City of Bellevue

ATTEST:

BY: _____

Susan Kluthe, City Clerk of the City of Bellevue

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this _____ day of August, 2022 before me, a Notary Public in and for said county and state, personally came, Rusty Hike, Mayor of the City of Bellevue, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.

_____

Notary Public

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

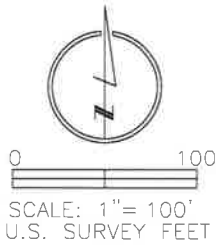
EASEMENT EXHIBIT

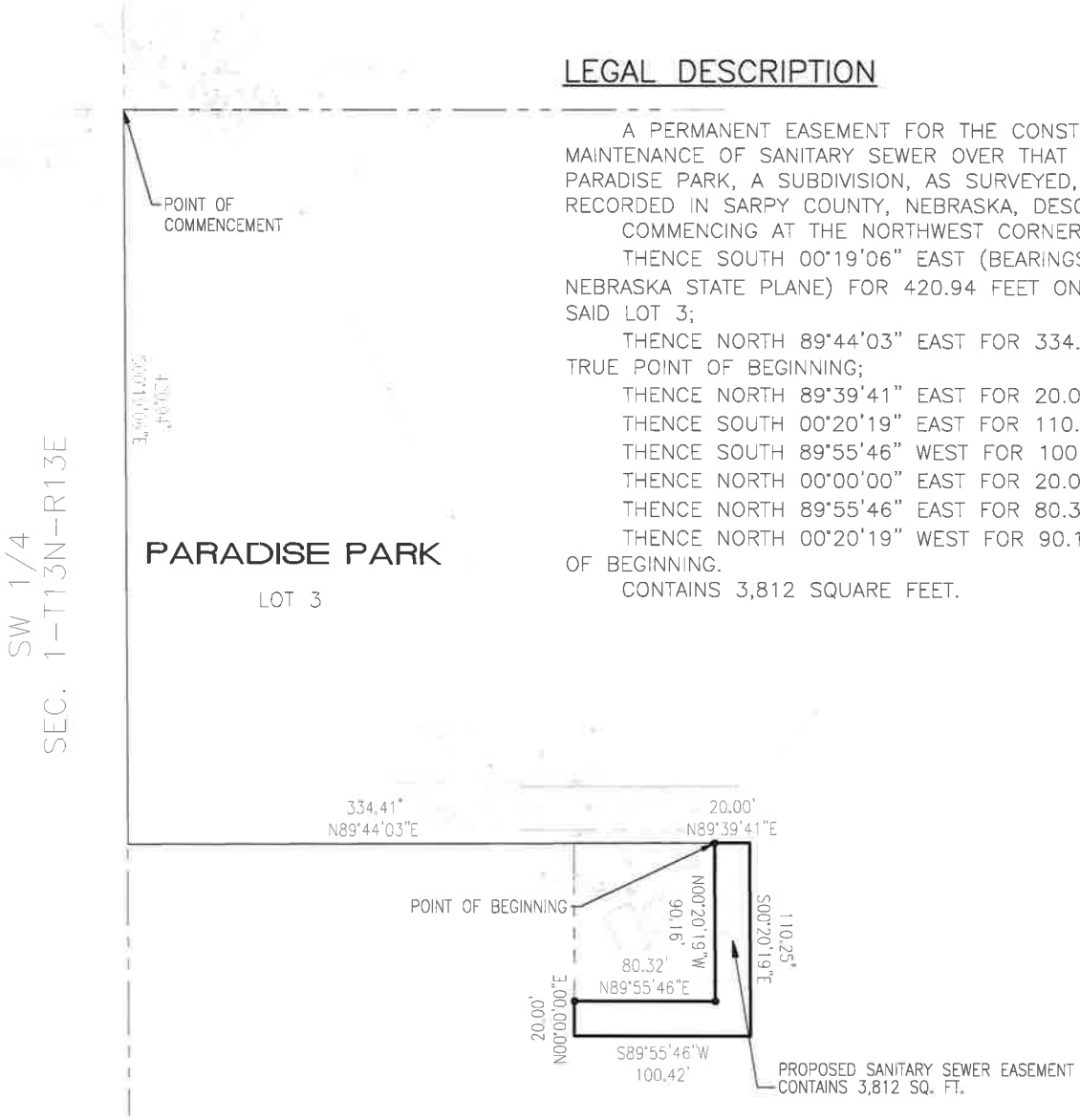
LEGEND

EASEMENT LINE

LOT LINE

MONUMENT FOUND





LEGAL DESCRIPTION

A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER OVER THAT PART OF LOT 3, PARADISE PARK, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3;

THENCE SOUTH 00°19'06" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE) FOR 420.94 FEET ON THE WEST LINE OF SAID LOT 3;

THENCE NORTH 89°44'03" EAST FOR 334.41 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°39'41" EAST FOR 20.00 FEET;

THENCE SOUTH 00°20'19" EAST FOR 110.25 FEET;

THENCE SOUTH 89°55'46" WEST FOR 100.42 FEET;

THENCE NORTH 00°00'00" EAST FOR 20.00 FEET;

THENCE NORTH 89°55'46" EAST FOR 80.32 FEET;

THENCE NORTH 00°20'19" WEST FOR 90.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,812 SQUARE FEET.

LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD., STE. 100 (402)496.2498
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970)226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816)361.0440

DESIGNER / DRAFTER	BRYSON KELLER
REVIEWER	MATTHEW R. TINKHAM
PROJECT NUMBER	0117079.03-422
DATE	02-24-2022
SURFACE LOCATION	
BOOK AND PAGE	

EASEMENT EXHIBIT

\Engineering\0117079.03 Bellevue Brown Road Easement HDR\SURVEY\DRAWINGS\EXHIBITS\0117079-EAS-01.dwg, 2/24/2022 9:48:03 AM, BRYSON KELLER, LAMP RYNEARSON

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT OVER THAT PART OF LOT 3, PARADISE PARK, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 87°14'00" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE COORDINATE SYSTEM) FOR 37.67 FEET ON THE NORTH LINE OF SAID LOT 3;

THENCE SOUTH 02°56'32" EAST FOR 421.00 FEET TO THE NORTH LINE OF A 20.00' PERMANENT SANITARY SEWER MAINTENANCE AND ACCESS EASEMENT RECORDED INSTRUMENT #2009-06998 IN SARPY COUNTY.

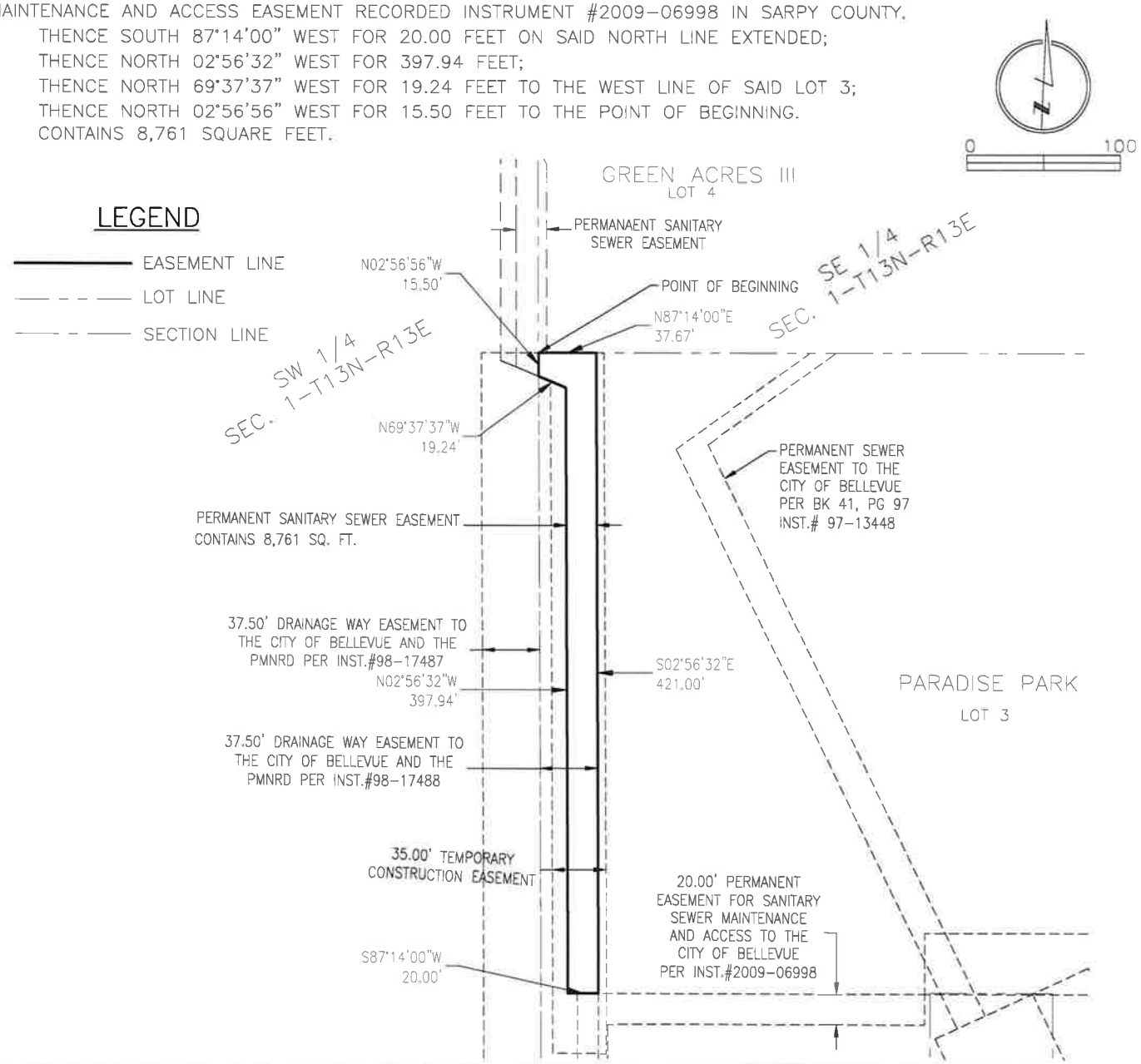
THENCE SOUTH 87°14'00" WEST FOR 20.00 FEET ON SAID NORTH LINE EXTENDED;

THENCE NORTH 02°56'32" WEST FOR 397.94 FEET;

THENCE NORTH 69°37'37" WEST FOR 19.24 FEET TO THE WEST LINE OF SAID LOT 3;

THENCE NORTH 02°56'56" WEST FOR 15.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 8,761 SQUARE FEET.



LAMP RYNEARSON

14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

DESIGNER / DRAFTER	BRYSON KELLER
ENGINEER	MATTHEW R. TINKHAM
PROJECT NUMBER	0117079
DATE	02-24-2022
SURFACE LOCATION	
BOOK AND PAGE	

EASEMENT EXHIBIT

L:\Engineering\0117079.03 Bellevue Brown River Easement HDR\SURVEY\DRAWINGS\EXHIBITS\117079-EAS-07.dwg, 2/25/2022 7:53:23 AM, BRYSON KELLER, LAMP RYNEARSON

16h.
8/16/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/16/2022		SUBMITTED BY: Doug Clark, Public Works Director			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Mission Ave. Streetscaping and Reconstruction Design

SYNPOSIS/BACKGROUND:

Request permission to enter into an Agreement for Engineering Services between the City of Bellevue and Alfred Benesch & Company for the Mission Ave. The project consists of investigation and design of the streetscaping and the reconstruction of the roadway and sewer system on Mission Avenue from Hancock Street to Washington Street.

FISCAL IMPACT: $219,374.00 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:	Professional Engineering Services Proposal for Streetscaping & Reconstruction Mission Ave – Washington to Hancock				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	BPW-220813 Mission Ave - Hancock St to Washington St Streetscaping & Reconstruction				
START DATE:		END DATE:		PAYMENT DATE:	
INSURANCE REQUIRED:	NO				
CIP PROJECT NAME:	M146(338A) Mission Ave, Hancock St to Washington St	CIP PROJECT NUMBER:	ST23(4)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CIPST23(4)	ACCOUNT NUMBER:	7010		

RECOMMENDATION:

Request approval of an Agreement for Engineering Services and authorize the Mayor to sign the Agreement between the City of Bellevue and Alfred Benesch & Company not to exceed $219,374.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brey Rollins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

benesch

CONSULTING SERVICES AGREEMENT

CLIENT	City of Bellevue	Project Name	Mission Ave - Washington to Hancock
Address	1510 Wall Street		Streetscaping & Reconstruction
	Bellevue, NE		
		Project Location	Bellevue, NE
Telephone	402-293-3144		
Client Contact	Dean Dunn, PE	Consultant PM	Jessica Smith, PE
Client Job No.		Consultant Job No.	00120794.00

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

See Attached scope and fee estimate

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- ☒ Attachment A: Scope of Services and Fee Estimate
- ☐ Attachment B: Schedule of Unit Rates
- ☐ Attachment C: _____

or

- ☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- ☐ By Lump Sum: $_____.
- ☒ By Time and Materials: $219,374.00.
- ☐ By Other Payment Method (See Attachment _____): $_____.
- ☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: Mayor Rusty Hike

TITLE: Mayor

DATE: _____, 20___

ALFRED BENESCH & COMPANY

BY: Jessica L. Smith
AUTHORIZED REPRESENTATIVE

PRINT NAME: Jessica L. Smith, PE

TITLE: Transportation Group Manager

DATE: August 10, 2022

BENESCH OFFICE: Bellevue

ADDRESS: 4530 Maass Rd

Bellevue, NE 68133

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

benesch

STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

To the fullest extent permitted by law, Client and Consultant agree to allocate certain of the risks so that Consultant's total liability to Client is limited to the available amount of Consultant's applicable insurance, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes (including, but not limited to, strict liability, breach of contract, or breach of warranty) except that such cause or causes for injuries, damages, claims and losses arising out of Consultant's negligence shall not be subject to this paragraph. This exception is solely with respect to injuries, damages, claims and losses allowed by law (and, for the sake of clarity, the exception does not include incidental or consequential damages, or attorney's fees, costs or expenses, or other costs of litigation) and only to the extent such injuries, damages, claims and losses are caused by Consultant's negligence.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as

beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices
Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation
For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings
Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability
If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution
If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity
Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law
This Agreement is to be governed by the laws of the jurisdiction in which the project is located.

6.8 Entire Agreement
This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

Bellevue Streetscaping & Reconstruction
Mission Ave – Washington to Hancock
Scope of Services

Project Description

The scope of the project consists of streetscaping/reconstructing the roadway and sewer system on Mission Avenue from Hancock Street to Washington Street in the City of Bellevue (City). The maximum limits of the project to allow for transitions will include Mission Ave from the eastern edge of Wayne Street to the western edge of Main Street, half a block north and south of Mission Avenue for Washington Street, Jefferson Street & Hancock Street, and one block north and half a block south of Mission Avenue for Franklin Street. Benesch (Consultant) will design the existing three-lane roadway with parallel on-street parking on either side into the desired two-lane section with diagonal parking and streetscaping improvements. The existing sanitary system will be replaced and the existing storm sewer system will be evaluated for alternatives to either re-use, rehabilitate or replace the system. The scope of work will include preliminary utility coordination, public engagement, and environmental review to aid in the selection of an alternative. Upon selection of the roadway typical section and sewer alternative, a conceptual design will be developed including a horizontal plan with key features and preliminary phasing plans. The final design will be added as a supplement to this scope of work when the alternative selection is made.

Understanding and Assumptions

Consultant will provide design services in accordance with:

- City of Omaha Design standards, including City of Omaha Wastewater Collection Systems Design Manual
- Design Software Platform: AutoCAD

Any deviations from the above must be approved by the City prior to preparation of plans. Other design manuals include the following:

- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices

Other understandings and assumptions:

- Topographic Survey by E&A Consulting Group provided by the City is accurate and contains sufficient detail to provide this scope of work. Electronic field notes will be provided so Benesch can modify and verify the model.
- Condition Assessment of existing sanitary/storm provided by City. If additional required, City will provide or supplement to this scope of work
- Utilities within the corridor will be identified by contacting 811 Nebraska One Call and each utility will provide sufficient information to base design decisions upon and to identify potential conflicts. Private utilities not identified during stakeholder meetings will be assumed to be clear of any proposed work within the ROW. Services deemed necessary during Detailed Design Activities including Bid Package Development, Geotechnical Investigations, Right of Way Design and Acquisition Services to be added via supplemental agreement once project concept is approved

Schedule

- NTP 8/17/22
- Stakeholder & Utility Outreach 9/30/22
- Project Conceptual Development Complete..... 11/30/22
- NTP Final Design 12/21/22
- Final Design 3/31/23
- Letting..... 4/30/23
- Construction Start ..... TBD

Task 0) Project Management

a. Project Coordination and Controls

The Consultant will manage the coordination of the project team, coordination with City staff, coordination with key stakeholders, monitoring of project budgets and preparation of progress reports and invoices in accordance with City requirements. The project schedule will be prepared and updated as requested by the City.

b. Quality Assurance / Quality Control

The Consultant will develop and maintain a Project Quality Management Plan (PQMP) to document the quality control processes to be implemented by the project team throughout the design process.

c. Meetings

The Consultant will attend the following meetings, as requested by the City Project Manager and for the benefit of the project. Consultant will prepare action item minutes from the meetings as appropriate.

i. Owner Meetings (1 kickoff meeting and 1 progress meetings)
The kickoff meeting intent is to set project goals for all street improvements and define traffic configuration and streetscape features that are and are not acceptable to the City, prior to preparation for stakeholder meetings.
ii. Plan-In-Hand Meeting (1)
iii. City Planning/City Administration/Other Internal Stakeholder Meetings (2)

d. Envision Evaluation

The Consultant will evaluate the project using the Envision Sustainability Checklist. The checklist will provide guidance to the project team including the City Project Manager on credits that could be achieved to make this project sustainable economically, socially and environmentally into the future. Consultant will discuss any potential credit opportunities with the City prior to development of the scope of work for Final Design.

Task 1) Utility Coordination

a. Project Overview & Information Request Letter

The Consultant will develop a project overview concept to be used to coordinate with the utility companies. The project overview & information request letter will be sent to the utility companies prior to the completion and selection of the alternatives evaluation. This will be sent to the known Utility Companies reported by Nebraska One-Call for verification of and additional details regarding ownership, type, size, location, and any depth or other information. The Consultant will request that the Utility Companies return to the Consultant marked up plans

with utility verification within thirty (30) days of receipt of the project overview and information request letter. The Consultant will incorporate the information returned into the topographic survey file. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

It is assumed identification and verification of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished by the individual Utility Company or others in a timely manner.

b. Utility Information Meeting

The Consultant will schedule, arrange, and facilitate one (1) utility information meeting for the affected utility companies. Consultant will prepare action item minutes from the meeting as appropriate.

c. Individual Utility Follow-Up Meetings

The Consultant will attend five (5) individual utility follow-up meetings, as required. Consultant will prepare action item minutes from the meetings as appropriate.

Task 2) Public Engagement

a. Local Business & Developer Stakeholder Meetings

The Consultant will schedule, arrange, and facilitate two (2) informational meetings for local businesses and developer stakeholders.

The first meeting will be held after initial evaluations are underway and a project overview plan is developed to be sent to the utility companies. General project details will be presented and stakeholders will be given an opportunity to ask questions or provide input.

The second meeting will be held to present concepts to local stakeholders in advance of the full public meeting.

Display boards with typical streetscape features will be prepared by Consultant and reviewed during the first meeting. The intent of these boards is to spark a discussion on the types of streetscape improvements preferred by project developer and business owners.

b. Expanded Project Area Informational Letters

The Consultant will draft two (2) public outreach letters to inform local businesses, homeowners and stakeholders in the project area of the planned project, project schedule, and other key project specifics. Prior to sending, the City's Project Manager will review the letters and provide any comments.

i. The first letter will be sent ahead of the stakeholder meetings. It will identify the project goals and upcoming opportunities available for the stakeholders to ask questions of the design team or provide input.

ii. The second letter will be sent ahead of the public informational meeting. It will identify the selected concept/alternatives and details of the upcoming public information meeting where there will be opportunities available to ask questions of the design team or provide input.

c. Public Informational Meeting

The Consultant will schedule, arrange, and facilitate one (1) informational meeting for the public.

The meeting will be held as an open house following the selection of an alternative. The project concept will be presented and the public will be given an opportunity to ask questions or provide input.

City staff and the Consultant will answer questions to comments received. Consultant will prepare a summation of comments received. Consultant will coordinate any necessary follow-up with the City after reviewing specific comments.

Task 3) Project Conceptual Development

a. Survey

i. Develop Model from Topo Files

The Consultant will utilize the topo survey model and electronic field notes provided by the City for design. The City will provide the electronic field notes which will be used to verify control points and project datum, and to calibrate the coordinate system.

ii. Identify Pick-up Survey Areas

The Consultant will review the model for any areas that require additional survey needed for Final Design.

iii. Storm Sewer Site Visit

The Consultant will visit the site to determine manhole and inlet condition for structural issues or flow blockages that are apparent from the surface. No confined space entry is included.

b. Sanitary Sewer Assessment & Alternatives Evaluation

i. Review Available Data

The Consultant will review and evaluate the CCTV reports, line diagrams and available records of sewers in the area provided by the City to determine condition and location information.

ii. Initial Field Investigation

The Consultant will perform one (1) site investigation to open manholes to ascertain or verify connectivity of sewers. Visual observation of condition will be made, but detailed inspections or confined space entry will not be performed.

iii. Gravity Sewer Alternative Analysis

The Consultant will evaluate design flow for the sewers in the project limits, up to Madison St and Warren St (two blocks from Washington St and Hancock St respectively).

i. Determine tributary areas and impact points along the pipe replacement limits.
ii. Analyze existing and proposed tributary land use, density, and flow information (if available) to determine base and peak design flows in the tributary sanitary sewer basins.

Determine the necessary pipe sizes for the sanitary sewer within the project limits through capacity calculation not including modeling. Findings of the analysis will be presented in a technical memorandum to the City. A formal basis of design report will not be prepared for the project.

iv. **Identify Rehabilitation/Replacement & Alignment Strategies**

The Consultant will provide up to three (3) alternatives to replace the existing sanitary pipe. Options include material types, alignments, and sizes.

i. Determine replacement options for the sanitary sewer pipe, manholes, and services within the project limits.

c. **Storm Sewer Assessment & Alternatives**

i. **Review Available Data**

The Consultant will review and evaluate any existing information including line diagrams of sewers in the area provided by the City to determine condition and location information. Consultant will review the Olde Town Storm Sewer Study DRAFT (HDR) dated June 11, 2019 (HDR Storm Sewer Study). It is assumed that the recommendations for storm sewer improvements contained in that Study are valid and will be incorporated into the design for this project where applicable.

ii. **Storm Sewer Design**

New and replacement pipes and inlets within the project area will be determined by selecting a configuration of size, shape, alignment, and slope that is similar to the existing system or improved where possible.

Consultant will provide one (1) alternative to re-use existing storm sewer to the extent possible, and one (1) alternative to replace the existing storm system, upsizing or reconfiguring in locations identified in the HDR Storm Sewer Study or based on background knowledge provided by City.

Consultant will evaluate up to three (3) options to attenuate runoff through storm water management and green infrastructure. Consultant will prepare a Technical Memorandum, summarizing the results of the analysis for up to three (3) alternatives, to be submitted for review by the City.

d. **Traffic Analysis**

i. **Data Collection**

The Consultant will provide the following data collection services:

i. Intersection Turning Movement Counts: Obtain intersection turning movement counts at the study intersections defined below. The counts will be completed from 7:00 to 9:00 AM and 4:00 to 6:00 PM on a typical commuter weekday.
    1. Mission Avenue and Washington Street
    2. Mission Avenue and Jefferson Street
    3. Mission Avenue and Franklin Street
    4. Mission Avenue and Hancock Street

ii. Crash Data: Coordinate with the City to obtain crash data for the past five years to be used in safety analysis.

iii. Development Information: Coordinate with the City to obtain any approved development plans.

ii. **Traffic Volume Development**

The Consultant will provide the following traffic volume development services:

i. Existing Traffic Volumes: Volumes obtained from task 1 will be summarized onto figures to be used in traffic operations report.
ii. Future Development: Apply site-generated traffic volumes for any proposed developments located adjacent or near the Mission Avenue corridor.
iii. Develop Projected 2050 Traffic Volumes: Future intersection turning movement volumes will be developed using growth rates obtain from the MAPA 2050 volumes. Volumes will be summarized onto figures for the traffic operations report.

iii. Capacity Analysis

The Consultant will complete analysis along the corridor using Synchro/Sim Traffic software. The following traffic volume scenarios will be completed for the AM and PM peak periods. The capacity analysis will document levels of service and vehicle queue lengths for each individual turning movement along with overall intersection level of service, where applicable.

i. Existing Conditions
ii. 2050 No Build Condition

The proposed study intersections that will be analyzed are listed below:

1. Mission Avenue and Washington Street
2. Mission Avenue and Jefferson Street
3. Mission Avenue and Franklin Street
4. Mission Avenue and Hancock Street

iv. Alternative Development and Evaluation

The Consultant will provide the following alternative development and evaluation services:

i. The projected 2050 traffic volumes will be used to identify potential permanent traffic control strategies
    1. Signals/Stop Controls
    2. Traffic Calming/Intersection Configuration
    3. Dedicated Turn Lanes
ii. Complete capacity analysis along the corridor using Synchro/Sim Traffic software for the proposed alternatives using the 2050 AM and PM peak volumes. The capacity analysis will document levels of service and vehicle queue lengths for each individual turn movement along with overall intersection level of service, where applicable.
iii. Up to three (3) geometric alternatives will be developed for the following intersections:
    1. Mission Avenue and Washington Street
    2. Mission Avenue and Jefferson Street
    3. Mission Avenue and Franklin Street
    4. Mission Avenue and Hancock Street

v. **Safety Analysis**

The Consultant will perform a safety analysis to include reviewing available crash data provided by the City over the past five years. Safety analysis will include developing crash diagrams and crash rates for the study intersections.

vi. **Access Management**

The Consultant will perform access management analysis to develop alternatives to reduce the number of conflict points along the corridor to improve safety and traffic flow. Evaluation of access management alternatives would be based on traffic and crash reduction factors.

vii. **Traffic Study Report**

A traffic study report will be developed to summarize the study procedures and findings. The report will include development of volume and level of service figures to summarize the data. No additional geometric exhibits will be developed as part of the traffic analysis.

e. **Roadway Configuration**

i. **Typical section**

The Consultant will develop up to three (3) iterations of a typical cross section for the proposed corridor. Each iteration of the developed cross section will be presented to the City.

ii. **Lane/parking layout**

The Consultant will develop up to three (3) iterations of a horizontal plan view of the lane and parking layout. Each iteration of the developed plan view will be presented to the City.

f. **Streetscaping**

i. **Typical section – streetscape components**

The Consultant will develop up to three (3) iterations identifying areas where streetscape components would fit within the typical street cross section within the corridor. Each iteration of the developed cross section will be presented to the City.

ii. **Streetscape component layout**

Using insights gained from the stakeholder meetings and discussion with the City, the Consultant will develop up to three (3) iterations of a horizontal plan view of the streetscape components using the City's preferred lane and parking layout for the corridor.

g. **Environmental Review**

i. **Potential Hazardous Site Investigation**

The Consultant will complete a preliminary due diligence investigation to identify potential hazardous site investigation within the project area. This includes conducting an on-site visual site reconnaissance survey and reviewing available Environmental Database Reports (EDR Reports) to identify sites that are known to be, or may potentially be, contaminated with hazardous materials. The Consultant will provide a

technical memorandum summarizing any observations or findings for consideration of additional evaluation.

ii. Desktop Wetland Investigation

The Consultant will complete a desktop wetland investigation of the project area. Generally, this will include reviewing existing databases and inventories. Consultant will develop a wetland memo for future use in support of the Section 404 permit process. A detailed explanation of the Wetland services is provided below:

1. Investigation Limits. For the purpose of scope and fee development, Consultant will assume along the project alignment, the investigation will be provided for the area 100 foot from the road centerline on both sides.
2. Documentation of Findings. Consultant will prepare documents in a wetland memo. The report will include the following:
    a. Discussion of desktop analysis
    b. Methods of investigation
    c. Discussion of wetland and waterway areas identified and an opinion of their jurisdictional status

iii. Historic Site Register

The Consultant will investigate if the site has any homes, infrastructure, etc. listed on the National Register of Historic Places. Consultant will prepare a technical memorandum documenting the background research with appropriate maps attached.

Assumption: Environmental review scope of work assumes that no federal funds from FHWA are anticipated at this time.

h. Identify Preliminary Construction Sequencing

The Consultant will perform a constructability review of the alternatives developed. The review will include recommendations on phasing to maintain traffic during construction, reducing disruptions to existing businesses and potential modifications that can result in cost or time savings.

Task 4) Initial Project Design of Selected Alternative

a. Typical section

The Consultant will finalize the typical section selected alternative based on final comments from the project conceptual phase, including the street pavement and streetscape components.

b. Horizontal Layout

The Consultant will prepare a project horizontal (plan view) layout of key design features including the following:

i. Pavement, limited to back of curb and striping
ii. Storm & Sanitary Sewers, limited to potential inlet locations and pipe alignments, not including elevations or sizing
iii. Streetscape Specialty Pavements and Vertical Components
iv. Streetscape Plantings
v. Decorative Street Lighting

vi. Sidewalk/Pedestrian Movement Features, limited to sidewalk boundaries and approximate location of curb ramps ADA crossings
vii. Exterior Areas to be Leased to Private businesses, limited to area boundaries and potential features including tables, chairs, benches, railings

c. Preliminary Phasing Plan

The Consultant will develop a preliminary phasing plan for the selected alternative with up to three (3) iterations based on City and Stakeholder input, limited to an overall site plan with a visual depiction showing high-level construction sequencing and indications of when traffic is maintained and when Mission is closed. Consultant will minimize the impacts to traffic and local businesses where possible.

d. Cost Estimate

The Consultant will prepare an Opinion of probable construction cost (OPCC) with the deliverable packages and will conform to the AACE International Recommended Practices for Class 4 cost estimates. The Consultant will prepare an estimate and include assumptions, contingency, range of expected cost and escalation for the anticipated construction year.

e. **Optional Service – Illustrative Plan**
The Consultant will prepare an illustrative plan showing project elements in representative color. A version with labels of various components, as well as an un-labeled version will be provided.

f. **Optional Service – Perspective Views**
The Consultant will prepare two perspective views of the proposed street design. One will represent the view of a motorist traveling on the street and the other will represent the view of a pedestrian walking on the street's sidewalk.

Task 5) Final Design & Bid Document Preparation

The Consultant will define this scope upon selection of an alternative and this will be a supplement to original contract.

a. Geotechnical Investigation
b. 60% Design
c. 90% Design, Specifications, and Cost Estimate Development
d. Final Design, Specifications, and Cost Estimate Development

Exhibit "C"

Professional Services
Streetscaping Mission Ave - Washington to Hancock
City of Bellevue

Fee Estimate

Personnel Classification	Rate $/Hour	Est. Hours	Estimated Cost
Professional Engineer (Consultant or Principal)	$ 243.00	4	$972.00
Sr Project Manager	$ 214.00	218	$46,652.00
Project Manager I, Project Engineer IV, Sr Project Scientist	$ 164.00	68	$11,152.00
Project Engineer II, Project Scientist III	$ 133.00	136	$18,088.00
Project Engineer I, Project Scientist II	$ 118.00	72	$8,496.00
Designer I, Engg Tech II, Scientist II, Party Chief	$ 91.00	372	$33,852.00
Project Assistant II	$ 78.00	28	$2,184.00
		Subtotal Direct Labor Costs	**$121,396.00**

Direct Nonsalary Costs	
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges	$1,200.00
Vehicle Mileage @ IRS Rate	$200.00
Subconsultant - Embris	$39,900.00
Subconsultant - Big Muddy Workshop	$44,728.00
Subconsultant - Bid Muddy Workshop Optional Services	$11,950.00
Subtotal Direct Expense Costs	**$86,028.00**
Subtotal Direct Expense Costs with Optional Services	$97,978.00
Total Estimated Not to Exceed Fee	**$207,424.00**
Total Estimated Not to Exceed Fee with Optional Services	$219,374.00

Professional Services
Streetscaping Mission Ave - Washington to Hancock
City of Bellevue

Project Summary

Task		Personnel Services									Reimbursables						Estimated Fee
		Professional Engineer (Consultant or Principal)	Sr Project Manager	Project Manager I, Project Engineer IV, Sr Project Scientist	Project Engineer II, Project Scientist III	Project Engineer I, Project Scientist II	Designer I, Engg Tech II, Scientist II, Party Chief	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate	Subconsultant - Embris	Subconsultant - Big Muddy Workshop	Subconsultant - Bid Muddy Workshop Optional Services	Subtotal	
Task 0	Project Management & Meetings	4	92	0	24	0	0	0	120	$ 23,852.00	$ 200	$ 200	$ 5,600	$ 6,302	$ -	$ 12,302	$ 36,154.00
Task 1	Utility Coordination	0	24	0	40	0	32	0	96	$ 13,368.00	$ 200	$ -	$ 3,150	$ 591	$ -	$ 3,941	$ 17,309.00
Task 2	Public Engagement	0	32	0	32	0	0	28	92	$ 13,288.00	$ 100	$ -	$ -	$ 9,050	$ -	$ 9,150	$ 22,438.00
Task 3	Project Conceptual Development	0	68	48	40	72	256	0	484	$ 59,536.00	$ 600	$ -	$ 24,850	$ 7,009	$ -	$ 32,459	$ 91,995.00
Task 4	Initial Project Design of Selected Alternative	0	2	20	0	0	84	0	106	$ 11,352.00	$ 100	$ -	$ 6,300	$ 21,776	$ 11,950	$ 40,126	$ 51,478.00
Task 5	Final Design & Bid Document Preparation	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal		4	218	68	136	72	372	28	898		$ 1,200	$ 200	$ 39,900	$ 44,728	$ 11,950		
Project Subtotal										**$ 121,396.00**						**$ 86,028**	**$ 207,424.00**
Project Subtotal with Optional Services										**$ 121,396.00**						**$ 97,978**	**$ 219,374.00**