Bellevue City Council Meeting +++AMENDED AGENDA+++
Tuesday, February 6, 2024 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
    a. Approval of the Agenda
    b. Approval of the Consent Agenda ***(Items marked with an (*) are approved where this item is, unless otherwise removed)***
        1. * Approval of the January 16, 2024 City Council Minutes.
6. * APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION:
    a. Kyle Rhone - Nebraska Open Meetings Act and Entertainment District.
    b. +++Diane Bruce - City Partnership and Economic Development
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
    a. Ordinance No. 4145: Request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, from RE to RE-PS, with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations. Applicant: TD2 Engineering and Surveying. General Location: 10715 Old 36th Street. (Planning Director)
        1. Small subdivision plat Lots 1 and 2, Perez Addition Replat One. **(No Action Needed)**
13. ORDINANCES FOR INTRODUCTION (1st reading):
    a. Ordinance No. 4146: Request to amend Ordinance No. 4104, City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue.
    b. Ordinance No. 4147: Request to amend the City of Bellevue Subdivision Regulations regarding minor text amendments for the purpose of updating staff titles. Applicant:City of Bellevue.
    c. +++Ordinance No. 4148: An ordinance creating Water Extension District No. 2024-1. (Public Works Director) **(Requesting to waive the rule requiring three readings, hold a public hearing tonight and vote after the public hearing at tonight's meeting)**
    d. +++Ordinance No. 4149: An ordinance approving the issuance of bonds to finance the water main extension. (Finance Director) **(Requesting to waive the rule requiring three readings, hold a public hearing tonight and vote after the public hearing at tonight's meeting)**
    e. +++Ordinance No. 4150: An ordinance to authorizing the issuance of bonds for the purchase of the land and construction of the Bellevue City Water Park, in an amount not to exceed $60,000,000.00. (Economic and Community Development Director) **(Requesting to waive the rule requiring three readings, hold a public hearing tonight and vote after the public hearing at tonight's meeting)**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Recommend approval of application for Thanksgiving Church to hold their Annual Community Easter EGGstravaganza at Thompson Park on Saturday, March 23, 2024 from 9:30 a.m. to 2:00 p.m. (Actual Event from 11:00 a.m. to 1:00 p.m.) with an alternate date of March 30, 2024 (same time). (City Clerk)

15. RESOLUTIONS:

a. +++Resolution No. 2024-02: A resolution approving the Design and Construction Consultation Services Agreement and the Management Services Agreement with American Resort Management LLC for an indoor water park, with an estimate of $5,000,000.00 and authorize the Mayor to sign. (Economic and Community Development Director)

b. +++Resolution No. 2024-03: A resolution placing a ballot question on the ballot for the statewide primary election on May 14, 2024, to approve an increase in the local option sales and use tax by an additional one-half percent and authorize the Mayor to sign. (Economic and Community Development Director)

16. CURRENT BUSINESS:

a. Approve and authorize signature of the Contract between the International Association of Fire Fighters (IAFF) and the Bellevue Fire Department for the Peer Support Training Program for up to (30) BFD firefighters, in an amount not to exceed $9,000.00. (Fire Chief)

b. Approve and authorize a purchase order issued to Geargrid Corporation for fire gear equipment lockers, in an amount not to exceed $54,981.01. (Fire Chief)

c. Approve the final payment application for the 2023 Concrete Project with Earnest Construction, in an amount of $129,577.93; approve and authorize the Mayor to sign Change Order No. 2 in an amount of $92,307.68 for contract overrun; approve the project as substantially complete; and accept the final project quantities, making the total project cost of $965,898.25. (Public Works Director)

d. Approve and authorize the Mayor to sign Amendment No. 1 to the 2024 Concrete Project Engineering Agreement with JEO Consulting Group, Inc. for additional engineering services, in an amount not to exceed $24,995.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Agreement with Jacobs for the drainage improvements - Quail Creek Topographic Survey Project, in an amount not to exceed $19,094.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the Agreement with Jacobs for College Heights Stormwater Outfall Repair - M146 (276A) Design Services, in an amount not to exceed $185,816.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the Agreement with Felsberg Holt & Ullevig to continue to assist with obtaining funding for the 36th Street Improvements from Cornhusker to HWY 370, in an amount not to exceed $7,740.00. (Public Works Director)

h. Approve and authorize the Mayor to sign the Agreement with Alfred Benesch & Co. to provide Consulting Services and assist with Google Fiber Installation Professional Services Agreement, in an amount not to exceed $658,297.12 (with these costs to be recovered through the permitting process with Google Fiber NE, LLC). (Public Works Director)

i. Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig for traffic signal improvements, in an amount not to exceed $42,000.00. (Public Works Director)

j. Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig for Fort Crook and Fairview Road Planning Study, in an amount not to exceed $29,700.00. (Public Works Director)

k. Approve and authorize the Mayor to sign the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to $350,000.00 plus accrued interest, to offset TIF eligible expenses, for Bapaji Maharaj, LLC, 1110 Fort Crook Road Redevelopment Project located on Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II, more particularly described in Exhibit "C" of the agreement. (City Clerk)

l. Approve and authorize Lease Agreement with Woodhouse Jeep for a 2024 Jeep Grand

Cherokee for 36 months, in an amount of $709.00/month to be reimbursed by the United States Postal Inspection Service (USPIS). (Police Chief/Capt. Melvin)

m. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the International Association of Firefighters Local 4906 (IAFF) to the collective bargaining agreement requiring revision to correct departmental paramedic shortages for the term February 6, 2024 through September 30, 2025. (Administration)

n. +++ Approve and authorize Mayor to sign Interlocal Agreement with Eastern Sarpy County Suburban Fire Protection District to create a committee to discuss the construction and development of infrastructure project, including a swimming pool and water park facility. (Economic and Community Development Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly reports are given at first Council Meeting of each Month - December and January reports are attached.**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
2/6/2024

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 16th day of January, 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Thomas Burns, and Kathy Welch. Absent: Don Preister.

Also present were City Administrator Jim Ristow and Assistant City Attorney Aimee Annie Mathews.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times 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. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice.
All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive, provided the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on the rear wall of 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, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Casey, seconded by McCaw, to approve the consent agenda.

Consent agenda included the following items: Approval of the December 19, 2023 City Council Minutes; Acknowledge receipt of the December 21, 2023 Planning Commission Minutes; Acknowledge receipt of December 12, 2023 Tree Board Minutes; Acknowledge receipt of the 2023 Annual Tree Board Report; Approval of January 2, 2024 and January 16, 2024 Claims.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS:

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4139: Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential. Applicant: Amanda Iwansky. General Location: 215 Bellevue Blvd. S. (Planning Director)

Ordinance No. 4139: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 215 Bellevue Boulevard South, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third time and final time.

Motion was made by Welch, seconded by McCaw, to approve Ordinance No. 4139: Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential. Applicant: Amanda Iwansky. General Location: 215 Bellevue Blvd. S. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Request to small subdivision plat Lots 1 and 2, The Shadows Replat II.

Motion was made by Welch, seconded by McCaw, to approve request to small subdivision plat Lots 1 and 2, The Shadows Replat II. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Ordinance No. 4140: Request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4140: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the third and final.

Motion was made by Casey, seconded by Cook, to approve Ordinance No. 4140: Request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

Councilman Burns requested clarification on this annexation and the following three requests on the agenda to annex.

Mr. Jim Ristow, City Administrator, explained all four separate properties are part of a future development to include the entertainment district and commercial development. He stated there is also the Good Life Tax Credit. To apply for the Good Life Tax Credit, through the state, the properties need to be within the city limits.

Councilman Burns requested clarification on the tax credit. Mr. Ristow advised the legislature passed where the state collects 5.5% on sales tax. The Good Life Tax Credit is where the state reduces the tax credit from 5.5% to 2.75% for sales tax. This allows the city to take the 2.75% to create an occupation tax. Therefore, it is net neutral. The city can take 2.75% of what was originally the state sales tax, for the development itself. Discussion followed.

Councilman Burns questioned if the Good Life Tax Credit is specific to the proposed parcels for annexation. Mr. Ristow explained the city must define and provide the boundaries for the Good Life Tax District when they apply for the Good Life Tax Credit. Mr. Ristow advised the area does not need to be contiguous and cannot exceed 2,000 acres.

Councilman Burns stated he doesn't understand what is going to happen in the area. He has some reservation. He explained that until the City Council Members have their three-on-three meetings and he has a better understanding, he will be voting no on this item and the next three items.

Mr. Ristow explained the commercial development will happen without the tax credit. He advised the Good Life Tax Credit will not include a racetrack or the casino. This is strictly for the commercialized entertainment district. Development would occur without the tax credit.

Councilwoman Welch requested clarification on if the city wants to get the Good Life Tax Credit, do they have to be city owned property. Mr. Ristow replied no, it must be within the city limits.

Mayor Hike stated the three-on-three meetings will not cover the Good Life District. He explained the Good Life District is a vehicle to promote growth and development. This allows for the city to use half the sales tax to develop the area. This tool provides additional funding to help cities to develop.

Councilman Cook requested clarification after the city defines an area, they submit an application defining the boundaries. Mr. Ristow responded he was correct. Councilman Cook questioned if the district can be narrowed or increased. Mr. Ristow mentioned this is the area of focus and in the future could be added to should the city be interested. Councilman Cook mentioned this is the natural area for city growth. The city is in the process with Sarpy County and other cities to put in sewer in that area and across the city. The city is paying to bring water to the development. This is the only area for commercial development. It is the next logical step for commercial development in the city.

Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Welch voted yes; voting no: Burns; absent: Preister. Motion carried.

Ordinance No. 4141: Request to annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4141: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the third and final time.

Motion was made by Welch, seconded by Cook, to approve Ordinance No. 4141: Request to annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Welch voted yes; voting no: Burns; absent: Preister. Motion carried.

Ordinance No. 4142: Request to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E of the 6th P.M., Sarpy County, NE and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Mayor Hike recused himself due to a conflict of interest.

Council President Cook stated Mayor Hike left the Council Chambers at 6:23 p.m.

Ordinance No. 4142: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the second time and a public hearing was held.

Motion was made by Casey, seconded by Welch, to approve Ordinance No. 4142: Request to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E of the 6th P.M., Sarpy County, NE and all abutting rights-of-way. Applicant: City of Bellevue. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Welch voted yes; voting no: Burns; absent: Preister. Motion carried.

Council President Cook announced Mayor Hike returned to the Council Chambers at 6:24 p.m.

Ordinance No. 4143: Request to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4143: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the third and final time.

Motion was made by Cook, seconded by McCaw, to approve Ordinance No. 4143: Request to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Welch voted yes; voting no: Burns; absent: Preister. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4145: Request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, from RE to RE-PS, with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations. Applicant: TD2 Engineering and Surveying. General Location: 10715 Old 36th Street. (Planning Director)

Ordinance No. 4145: An ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 10715 Old 36th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be held February 6, 2024.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2024-01: A resolution to approve the amended budget for the Sarpy County and Cities Wastewater Agency FY 2023-2024 and authorize the Mayor to sign. (Public Works Director)

Motion was made by Welch, seconded by Casey, to approve Resolution No. 2024-01: A resolution to approve the amended budget for the Sarpy County and Cities Wastewater Agency FY 2023-2024 and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

CURRENT BUSINESS:

Approve the Fourteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road, in an amount not to exceed $10,276.28 and the Fourteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed $20,739.00 and to Waive Council Policy 4 requiring solicitation of bids on goods and services costing more than $30,000.00. (Finance Director)

Motion was made by Casey, seconded by McCaw, to approve the Fourteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road, in an amount not to exceed $10,276.28 and the Fourteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed $20,739.00 and to Waive Council Policy 4 requiring solicitation of bids on goods and services costing more than $30,000.00.

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

Approve the estimate from Best Cut Lawn Care for an emergency repair to replace the retaining wall at the Old Historic Bellevue Bank, in an amount not to exceed $17,550.00. (Public Works Director)

Motion was made by Cook, seconded by Burns, to approve the estimate from Best Cut Lawn Care for an emergency repair to replace the retaining wall at the Old Historic Bellevue Bank, in an amount not to exceed $17,550.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in the amount of $36,540.00. (Public Works Director)

Motion was made by Cook, seconded by McCaw, to approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in the amount of $36,540. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the Professional Services Contract with HDR to assist with a grant application to develop a Master Plan for all signalized intersections within the City of Bellevue, in an amount not to exceed $15,000.00. (Public Works Director)

Motion was made by Welch, seconded by Casey, to approve and authorize the Mayor to sign the Professional Services Contract with HDR to assist with a grant application to develop a Master Plan for all signalized intersections within the City of Bellevue, in an amount not to exceed $15,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign Amendment No. Three to Engineering Services Agreement with HDR Engineering for the Haworth Park Wastewater Collection System, in an amount not to exceed the previous amount by $243,200.00. (Public Works Director)

Motion was made by Casey, seconded by Cook, to approve and authorize the Mayor to sign Amendment No. Three to Engineering Services Agreement with HDR Engineering for the Haworth Park Wastewater Collection System, in an amount not to exceed the previous amount by $243,200.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Company for the Municipal Separate Storm Sewer System (MS4) Annual Reporting, in an amount not to exceed $23,826.00. (Public Works Director)

Motion was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Company for the Municipal Separate Storm Sewer System (MS4) Annual Reporting, in an amount not to exceed $23,826.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Recommend approval of the Proposal from Mid-Iowa Equipment Sourcewell for replacement of the Wastewater CCTV Van, including POSM Software Package, in an amount not to exceed $666,187.82. (Public Works Director)

Motion was made by Cook, seconded by Welch, to recommend approval of the Proposal from Mid-Iowa Equipment Sourcewell for replacement of the Wastewater CCTV Van, including POSM Software Package, in an amount not to exceed $666,187.82. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the Contract with Dostal Construction to replace the shelter at Haworth Ballfield, in an amount not to exceed $54,250.00. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Contract with Dostal Construction to replace the shelter at Haworth Ballfield, in an amount not to exceed $54,250.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Olsson, Inc., not to exceed $68,300.00, for future 36th Street roadway improvements from Sheridan Road to Platteview Road. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Olsson, Inc., not to exceed $68,300.00, for future 36th

Street roadway improvements from Sheridan Road to Platteview Road. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the lease agreement between the City of Bellevue and Premier Sports Village, LLC., (Administration/Legal Department).

Motion was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the lease agreement between the City of Bellevue and Premier Sports Village, LLC. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. 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 - December & January reports will be attached to the February 6, 2024 Council Packet)

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Welch, the meeting was adjourned at 6:35 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. 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 January 16, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that ``at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

*6.
2/6/2024

CLAIMS FOR FEBRUARY 6, 2024

MAYOR		
CROWNE PLAZA HOTEL	PC-LODGING FOR CONFERENCE-MAYOR	172.98
LEAGUE OF NEBRASKA MUNICIPALITIES	REGISTRATIONS FOR MIDWINTER LEAGUE	455.00
		$ 627.98
CITY ADMINISTRATOR		
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	78.51
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	3,780.88
LEAGUE OF NEBRASKA MUNICIPALITIES	REGISTRATIONS FOR MIDWINTER LEAGUE	455.00
OFFUTT ADVISORY COUNCIL	OFFUTT ADVISORY COUNCIL MEETING	500.00
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE	261.85
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	28.42
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	80.99
WALL ST JOURNAL	PC-SUBSCRIPTION TO WS JOURNAL	30.81
		$ 5,216.46
CITY COUNCIL		
OFFUTT ADVISORY COUNCIL	OFFUTT ADVISORY COUNCIL MEETING	400.00
		$ 400.00
LEGAL		
DROP BOX	PC-CASE MANAGEMENT	19.99
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	2,116.99
LEAGUE OF NEBRASKA MUNICIPALITIES	REGISTRATIONS FOR MIDWINTER LEAGUE	910.00
NEBRASKA STATE BAR ASSOCIATION	PC-CONTINUING EDUCATION	200.00
NEBRASKA STATE BAR ASSOCIATION	PC-MEMBERSHIP DUES	280.00
NEBRASKA.GOV	PC-CASE MANAGEMENT	12.00
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE	46.21
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	31.40
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	55.19
SARPY COUNTY SHERIFF'S OFFICE	CIVIL PROCESS FEES	59.83
		$ 3,731.61
CABLE ADVISORY		
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	4,248.42
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE	231.05
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	25.75
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	34.29
		$ 4,539.51
CITY CLERK		
AMAZON.COM, LLC	PC-BINDERS	35.94
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	3,026.00
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE	400.49
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	24.96
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	33.81
		$ 3,521.20
FINANCE/RISK MANAGEMENT		
AMAZON.COM, LLC	PC- OFFICE SUPPLIES, SAFETY VESTS	979.75
AMERICAN NATIONAL BANK	DELUXE BUS SYS-DEP SLIPS	91.62
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	200.04
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	3,955.09
J P COOKE COMPANY	RECEIVED STAMP	176.62
MIDLANDS PRINTING	BUSINESS CARDS	108.59
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE	338.87
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES (5 EMP)	997.99
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	85.72
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	135.98
SCOTT M LOGEMAN	REIMB FOR GLASSES	125.00
VILLAGE INN	PC-FINANCE MEETING	183.46
		$ 7,378.73

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LIBRARY			
AMAZON.COM, LLC	PC-BOOKS, OFFICE SUPPLIES, PROGRAM SUPPLIES, VIDEOS		1,710.89
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		408.91
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS		378.80
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE		107.39
DEMCO	BOOK SUPPLIES		404.83
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01		7,731.02
FIRESPRING, INC	PC-WEB SERVICE		1,599.50
INDOFF, INC	COPY PAPER		233.96
INGRAM LIBRARY SERVICES	BOOKS		3,791.76
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE		15.16
QUADIENT FINANCE USA, INC	2023/12/01-29 LIBRARY NEOSHIPMENTS		696.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12		87.29
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12		111.62
SENSOURCE	PC-HOSTING FEE RENEWAL		198.00
THE DAILY RECORD	2 YEAR SUBSCRIPTION 2024-2025		200.00
		$	**17,675.61**
ADMINISTRATIVE SERVICES			
CHI HEALTH COMPANY CARE	PHYSICALS BUNDLE		2,226.00
COLUMN SOFTWARE, PBC	LEGAL NOTICE		15.17
COURTYARD CHICAGO DOWNTOWN	PC-SHRM CONFERENCE-HALL		2,048.58
DELANO-LAS VEGAS	PC-LODGING FOR CONFERENCE-HALL		1,354.89
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01		11,026.49
IDEAL PURE WATER COMPANY	BOTTLED WATER		53.75
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE		261.85
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12		95.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12		124.69
UKG INC	YEAR END PRINT SERVICES		5.00
WALMART COMMUNITY	PC-PRIZES FROM DONATIONS		1,282.73
		$	**18,495.07**
CODE ENFORCEMENT			
AMAZON.COM, LLC	PC-PENS		50.96
BIG RED LOCKSMITHS	SERVICE CALL TO UNLOCK VEHICLE		85.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		113.74
CROW LAWN CARE LLC	CODE CLEANUP		250.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01		11,130.03
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE		121.29
PAPILLION SANITATION	CODE DUMPSTER		485.49
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12		71.12
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12		92.25
TIM ROSE TREE SERVICE	REMOVE DEAD TREE-S 39TH ST		4,149.00
		$	**16,548.88**
PUBLIC WORKS			
ALFRED BENESCH & COMPANY	BPW-230103 VALLEYVIEW 2023/12/18-2024/01/14		198.00
ALFRED BENESCH & COMPANY	BPW-210414 ANNUAL REPORTS 2023/12/18-2024/01/14		983.50
ALFRED BENESCH & COMPANY	BPW-220814 OPTIC INSTALLATION 2023/12/15-2024/01/04		18,224.81
AMAZON.COM, LLC	PC-AIR PURIFIER HUMIDIFIER, FAN		249.76
CORNHUSKER AUTO WASH	VEHICLE WASH		28.04
DAVE GOEDEKEN	REIMB CONFERENCE EXPENSES		90.35
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01		6,730.95
HI-VIZ SAFETY WEAR, LLC	PC-UNIFORMS		2,801.00
HOME DEPOT CREDIT SERVICES	PC-TAPE		33.75
J P COOKE COMPANY	NAME PLATES, DATE STAMP		111.31
JEO CONSULTING GROUP, INC	BPW-230510 ASST PCSMP REVIEWS THRU 2024/01/19		1,892.50
JEO CONSULTING GROUP, INC	BPW-230510 ASST PCSMP REVIEWS THRU 2024/01/19		2,005.00
JOHN R BOZELL	FIELD SURVEY		534.70
MATT KNIGHT	REIMB TRAINING EXPENSES		73.57
METROPOLITAN UTILITIES DISTRICT	WATER MAIN EXTENSION WP1871		11,066,961.00

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PUBLIC WORKS (cont'd)

NEBRASKA BOARD OF ENGINEERS &	PC-RENEW CE LICENSE	80.00
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL FOR CITY TANKS	9,886.00
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE	203.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	78.97
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	117.39
SEAN SCHRADER	REIMB TRAINING EXPENSES	142.39
TRISTAR	2023/12 CLAIMS REIMBURSEMENTS	1,866.25
		$ 11,113,292.92

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS-STONECROFT PARK	351.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	15.92
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE	214.78
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	7,947.90
FASTENAL COMPANY	PC-GRAFFITI REMOVER	228.96
GALVIN GLASS	PC-POLY WINDOW	222.08
PRECISE MRM LLC	FLAT DATA PLAN	312.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	99.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	124.22
WESTLAKE ACE HARDWARE	PC-EXTENSION CORDS, MARKING PAINT, LIGHTS	182.93
		$ 9,699.01

RECREATION

AMAZON.COM, LLC	PC-CALENDARS, SPORTS WHISTLES	178.11
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	29.38
CASEYS GENERAL STORE #2966	PC-SNACKS	25.59
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE	88.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	2,768.64
LESLIE VARGA-MEJIA	REIMB FOR CANCELLED PARTY	375.00
MENARDS	PC-HOLIDAY DECORATIONS	232.85
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	27.95
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	39.45
TIDAL WAVE AUTO WASH	PC-VEHICLE WASH	18.19
TOMMY'S EXPRESS - PAPILLION	PC-VEHICLE WASH	24.99
		$ 3,808.54

FACILITY MAINTENANCE

ADVANCED CARPET & AIR DUCT CLEANING	CARPET CLEANING	115.00
AE SUPPLY	PC-SPRING-DIST 4	30.00
AMAZON.COM, LLC	PC-FLOOR MATS, PRINTER SUPPLIES	188.98
BEST CUT LAWN CARE	RETAINING WALL-DIST 2	7,177.50
CARPENTER PAPER CO	JANITORIAL SUPPLIES	538.78
COOK'S HEATING & AIR CONDITIONING	REPLACE FURNACE MOTOR	600.00
DAY ELECTRIC SERVICE, INC	TROUBLESHOOT POWER TO ROOF, TAR MACHINE, WIRE NEW LIFT	1,531.30
DWAYNE NIELSEN	CLEAR FLOOR DRAIN-PD	300.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	13,282.74
FIRE PROTECTION SERVICES, LLC	SERVICE CALL ON MODULE PANEL-LIBRARY	460.00
GRAINGER	PC-TOOLS	251.92
HARTER COMPANY, INC	DRYWALL FOR LEGAL OFFICE	1,227.48
HOLSTEN DRYWALLERS, INC	DRYWALL COMPLETED-LEGAL OFFICES	2,100.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	237.18
JOHNSTONE SUPPLY	OVERFLOW SWITCH	21.83
MENARDS	PC-CONSTRUCTION SUPPLIES, LUMBER, PAINT, COPPER, COUPLINGS, LUMBING SUPPLIES	458.40
MIDLANDS PRINTING	BUSINESS CARDS	108.59
NAPA AUTO PARTS	LOW HORSE	10.52
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	85.09
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	104.64
SHERWIN WILLIAMS CO	PC-PAINT	79.44
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	1,791.92
TRICO MECHANICAL SERVICES	A/C MAINTENANCE-LIBRARY, DIST 2	977.04
		$ 31,678.35

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CEMETERY			
AMAZON.COM, LLC	PC-PRINTER		299.98
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE		83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01		2,942.85
MOVING UP GARAGE DOOR COMPANY	PC-REMOTE FOR GARAGE		85.75
NEW COM TECHNOLOGIES	CEMETERY SOFTWARE RENEWAL 2023-2024		750.00
PULVERENTE MONUMENT COMPANY, LLC	NICHE DOOR ENGRAVING		150.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12		28.26
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12		34.96
		$	4,375.19
STREETS			
ALFRED BENESCH & COMPANY	BPW-230102 CONCRETE PROJECTS 2023/12/18-2024/01/14		88.00
ALFRED BENESCH & COMPANY	BPW-230104 OVERLAY PROJECTS 2023/12/18-2024/01/14		1,760.00
AMAZON.COM, LLC	PC-LAMINTAING POUCHES		110.05
AMERICAN CONCRETE PRODUCTS CO	INLETS		10,000.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		31.09
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE		274.17
DYLAN DOWELL	REIMB LEARNER'S PERMIT		16.25
EARNEST CONSTRUCTION GROUP, INC	BPW-230102 THRU 2023/12/30		129,577.93
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01		43,080.48
FELSBURG HOLT & ULLEVIG, INC	BPW-191017 36TH ST COST ANALYSIS 2023/11/01-		506.25
HDR ENGINEERING, INC	SIGNAL SYSTEM GRANT APP FOR MASTER PLAN		10,600.98
INDEPENDENT SALT CO	SALT/ICE CONTROL		12,985.74
JACOB GEARHART	EASEMENT 36TH ST		14,425.00
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE 2023/11/12-2023/12/29		19,536.54
JEO CONSULTING GROUP, INC	BPW-240102 CONCRETE PROJECTS THRU 2024/01/05		9,486.25
JOSHUA WILLIAM GEARHART	EASEMENT 36TH ST		14,425.00
KYLE WARING	REIMB LEARNER'S PERMIT		16.25
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL		29,259.91
MARTIN MARIETTA MATERIALS	CRUSHED ROCK		1,792.69
MENARDS	PC-LUMBER, SUPPLIES		16.84
MIDWEST RIGHT OF WAY SERVICES, INC	SERVICE-36TH ST 2023/10/14-2023/12/08		9,449.57
OMAHA PUBLIC POWER DISTRICT	2023/11/30-2024/01/11 MONTHLY SERVICE		1,372.21
READY MIXED CONCRETE COMPANY	CONCRETE		8,638.28
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12		314.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12		395.21
RIORDAN L AND/OR RAMONA B SMITH	EASEMENT 36TH ST		7,690.00
		$	325,848.85
FLEET MAINTENANCE			
AGRIVISION EQUIPMENT GROUP	PC-BROOM PARTS, FILTERS, BOLTS, SPRINGS		2,109.11
AMAZON.COM, LLC	PC-AIR FILTER SET, CHARGING CABLE, CONNECTORS, CRIMPING TOOL, OFFICE SUPPLIES, HEADLIGHTS, PARTS WASHER		4,304.30
ARROW TOWING	HD TOWING-SINGLE AXLE TRUCK		400.00
AUTO VALUE PARTS - SOUTH OMAHA	FILTER,INTAKE MANIFOLD,OIL		758.55
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BRAKLEEN, SILICONE, BUSHINGS, FILTERS		641.05
BAUER BUILT TIRE & SERVICE	PC-SERVICE CALL, TIRES		3,858.98
BAXTER FORD	PC-BLADE ASSEMBLY, BRACKET, OIL, SENSORS, SPACERS		454.42
BEARDMORE CHEVROLET	PC-INSTALL AND PROGRAM ECM		254.12
BEARDMORE CHEVROLET	BUSHINGS		12.38
BOBCAT OF OMAHA	PC-HYD FLUID, LATCH		293.59
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		84.17
CERTIFIED LABORATORIES	PC-FREE AEROSOL		201.45
CORNHUSKER INTERNATIONAL TRUCKS	PC-CLAMPS, SLEEVE, EXHAUST PARTS, HEATER, RELAY, SENSORS, TAIL PIPE, ENGINE PARTS		6,262.98
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE		107.39
CUMMINS SALES AND SERVICE	INJECTOR DOSER		726.16
EDWARDS CHRYSLER DODGE JEEP RAM	PC-COOLING FANS, DETECTOR, VAPOR SEAL, CLAMPS		752.40
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01		19,468.99
FACTORY MOTOR PARTS CO	FILTERS, STARTER MOTOR ASSEMBLY, ALTERNATOR		973.52
FORCE AMERICA DISTRIBUTING, LLC	PC-CABLE, JOY STICK		317.26

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FLEET MAINTENANCE (cont'd)		
GRAHAM TIRE COMPANY	PC-TIRES	5,827.60
GRAINGER	GLOVES	43.83
GRAINGER	HOSE ADAPTER	56.11
HARBOR FREIGHT TOOLS	PC-TOOL BOX	55.97
IDEAL PURE WATER COMPANY	BOTTLED WATER	64.00
INDOFF, INC	OFFICE SUPPLIES	301.66
INTERSTATE BATTERIES	PC-BATTERIES	1,297.38
J & J SMALL ENGINE SERVICE	PC-THROTTLE CABLE	47.96
JERRY PARKS	REIMB FOR LEARNER'S PERMIT	16.25
JIM HAWK TRUCK TRAILERS	PC-AIR GOVERNOR	21.43
KRIHA FLUID POWER CO	PC-PIPE REDUCER, SEAL PLUGS, PIPE	173.06
LAKELAND ENGINEERING EQUIPMENT CO	PC-SWITCH	391.87
LIBRA SAFETY PRODUCTS	PC-LENS CLEANING WIPES	48.80
MACQUEEN EMERGENCY GROUP	PC-CROSSLAY BED, BUCKLES	994.20
MATHESON TRI-GAS INC	PC-WELDING SUPPLIES	901.73
MATHESON TRI-GAS INC	WELDING SUPPLIES	120.71
MENARDS	PC-BATTERIES, CAULK, SAW, BIT SET, CLEANING SUPPLIES, CONNECTORS, BLADE, LOCKNUTS	398.22
MEYER LABORATORY INC	HAND SOAP FOR SHOP	104.00
MILLARD METAL SERVICES	PC-PARTS	85.00
MURPHY TRACTOR	PC-BOLT, SPRING, TOOTH, WASHERS	1,402.39
NAPA AUTO PARTS	FILTERS, GASKETS, CONES, TARP STRAPS	652.38
NEBRASKA IOWA INDUSTRIAL FASTENERS,	BRUTE DRILL BITS	45.58
OMAHA WINDUSTRIAL	PC-GALV STEEL NIPPLE	214.02
P&M HARDWARE	PC-BLADE, BELT, SKID	276.96
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	153.55
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	194.23
ROGER'S TOWING	PC-TOW CHARGE	100.00
SCHAEFFER MANUFACTURING CO	PC-CASE OF CITROL	325.79
SNAP-ON TOOLS FRANCHISE	SCAN TOOL YEAR PLAN	1,642.00
STALKER RADAR	PC-ANTENNA, MOUNT PLATE	180.00
TOMASEK MACHINE SHOP	PC-BORE AND SLEEVE	708.13
TOYNE, INC	AUX AIR TANK, TURN SIGNAL	2,303.30
UNITED AUTO RECYCLERS	PC-A/V EQUIPMENT`	65.00
VERMEER HIGH PLAINS	PC-BAR SHEAR, BAR SHEAR	620.24
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	917.95
WATEROUS COMPANY	PC-GASKET SET, IMPELLER SHAFT, O-RINGS	6,582.33
WELDON PARTS INC	PC-AIR DRIER, CORE, WORK LIGHTS	715.22
WESTLAKE ACE HARDWARE	PC-FASTENERS, MOUSE TRAPS, ADAPTERS	42.87
WILLARD AUTO MACHINE INC	HEAD MACHINE WORK	1,092.76
		$ 71,165.30
SOLID WASTE		
PAPILLION SANITATION	GLASS RECYCLING	919.14
PAPILLION SANITATION	TRASH HAULING FEES-DEC 2023	346,797.97
		$ 347,717.11
PLANNING		
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	46.39
COLUMN SOFTWARE, PBC	LEGAL NOTICE	26.46
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	2,950.07
HEARTLAND MARKETING &	POST CARDS MAILING FOR PROJECT CONSULTATION	3,546.58
OLSSON ASSOCIATES	2023/12 COMPREHENSIVE PLAN	3,469.87
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE	184.23
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	37.52
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	51.99
		$ 10,313.11

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PERMITS & INSPECTIONS		
AMAZON.COM, LLC	PC-DESK CALCULATORS, OFFICE SUPPLIES	68.86
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	133.11
CHRISTENSEN EXCAVATING CO, INC	DEMOLITION FEE-MARGO ST	13,150.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	13,845.05
INDOFF, INC	COPY PAPER	183.96
INTERNATIONAL CODE COUNCIL, INC	PC-MEMBERSHIP DUES	160.00
NEBRASKA CODE OFFICIALS ASSOCIATION	TRAINING, CEU-COOK, CARLSON	300.00
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE	246.16
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	93.42
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	120.47
TY FELTEN	REIMB CERTIFICATION FOR EXAM	460.00
		$ 28,761.03

POLICE		
ABM SUPPLY	BALLISTIC SHIELDS AND ACCESSSORIES	8,300.00
ADOBE CREATIVE SOFTWARE	PC-ADOBE SOFTWARE	282.35
ADORAMA	PC-DRONE TAG	234.22
ALAMO RENT-A-CAR	PC-RENTAL CAR	95.32
AMAZON.COM, LLC	PC-BRAIDED CORD SUPPORTS, SPEAKERS, MONITOR, OFFICE SUPPLIES, MEMORY CARDS, ADAPTERS	1,822.69
ANDERSON FORD	2023FORD EXPLORER VIN 1FMSK8BH8PGC14378	39,387.00
AUTO BODY AUTHORITY	TOW CHARGE, CLEANING, SPECIAL EQUIP	500.00
BENEFIT PLANS	POLICE PENSION PLAN-JAN 2024 MD, JG, MG	8,817.56
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	268.97
CITY TREASURER	USE OF TRAINING FACILITY	150.00
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE	276.99
CULLIGAN OF OMAHA	BOTTLED WATER	392.40
DILLON BROTHERS H-D BUELL	CLUTCH LEVER ASSEMBLY	149.86
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	175.00
EB MGIA GANGS	PC-TRAINING-LARR, SHIVERS, SPENCER	485.70
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	153,496.33
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - 2024/01	557.32
FAIRFIELD BY MARRIOTT	PC-LODGING FOR TRAINING-CLARY	141.50
FBI NATIONAL ACADEMY ASSOCIATES, INC	2024 MEMBERSHIP DUES-MELVIN	130.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	34.03
GALL'S, LLC	RAIN JACKETS, HANDCUFF POUCH, UNIFORM SUPPLIES	2,334.50
GLENDALE PARADE STORE	PC-HONOR GUARD SUPPLIES	195.60
GREAT PLAINS UNIFORMS	UNIFORMS, BALLISTIC VEST	1,960.99
HOWARD BANKS	REIMB WIRELESS HEADSET	363.92
ICE MILLER LLP	2023/12 FOR SERVICES RENDERED-EMP MATTERS	1,449.00
IDEAL IMAGES, INC	SWAT UNIFORM SHIRTS	104.25
INTELLIGENT VIDEO SOLUTIONS	VAULT SERVER REPLACEMENT	10,974.50
INTERNATIONAL ASSOCIATION OF CHIEFS OF	PC-MEMBERSHIP DUES	190.00
J P COOKE COMPANY	POCKET STAMP-BENSHOOF	65.80
JACKSON SERVICES, INC	DOOR MAT SERVICE	89.77
JO DONS	SHIRTS FOR DRE OFFICERS-USED GRANT MONEY 4/8/2021	2,660.00
KELLER SEEDING & SUBCONTRACTING	2024/01/01-2024/12/31 GUN RANGE	2,500.00
KIESLER POLICE SUPPLY & AMMO	FACE SHIELDS, HELMET BAGS	1,420.00
LAWLOR'S CUSTOM SPORTWEAR	CLOTHING FOR SDLEA TRAINING	488.00
LP POLICE	2023/12 MONTHLY PLAN FEE	259.90
MOTOROLA SOLUTIONS, INC	2024/02/09-2025/02/08 ANNUAL LICENSES	20,280.00
MYZONE, INC	PC-MONTHLY WELLNESS PROGRAM	75.00
NAME TAPE FACTORY	PC-UNIFORM NAME TAGS	29.69
NEBRASKA FURNITURE MART	ACCESSORIES FOR CLASSROOM	609.62
OFFUTT ADVISORY COUNCIL	OFFUTT ADVISORY COUNCIL MEETING	200.00
OFFUTT COLLISION REPAIR CENTER	REPAIR CRUISER DAMAGE-UNIT 619, UNIT 605	5,492.64
OMAHA PUBLIC POWER DISTRICT	2023/12/11-2024/01/11 MONTHLY SERVICE	4,362.27
OPEN TEXT, INC	PC-FORENSIC DATA	842.06
PORTABLE STORAGE OF NEBRASKA, LLC	PC-EVIDENCE STORAGE	328.00
PUBLIC AGENCY TRAINING	PC-TRAINING-MCGINN	425.00

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POLICE (CONT'D)		
RDR CUSTOM KYDEX INC	HOLSTERS	2,893.55
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	999.93
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	2,291.30
ROGER'S TOWING	TOW CHARGE	100.00
SHELL OIL-DUMFRIES, VA	PC-GAS FOR RENTAL CAR	9.66
TACTICAL MEDICAL SOLUTIONS, INC	RAID BAGS	397.45
THOMSON REUTERS	ONLINE SOFTWARE SUBSCRIPTION	220.00
TIM MELVIN	U/C FUNDS	2,000.00
TRISTAR	2023/12 CLAIMS REIMBURSEMENTS	16,958.66
TRI-TECH FORENSICS, INC	SUPPLIES FOR MEDICAL KITS	873.18
TWIN CREEK ANIMAL HOSPITAL	VET VISIT	3,549.18
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	2,455.00
VISTA PRINT	PC-BUSINESS CARDS	116.85
VITKOS	PC-UNIFORMS	251.95
ZOMBIE TACTICAL	MAGAZINES, SAFETY LEVERS	335.00
		$ 306,849.46
FIRE & RESCUE		
ACTION SIGNS	LETTERING FOR C9	97.40
AIRGAS USA, LLC	MEDICALL SUPPLIES, CYLINDER RENTAL	695.41
AMAZON.COM, LLC	PC-BATTERIES, OFFICE SUPPLIES, KITCHEN SUPPLIES	843.41
AMERICAN HEART ASSOCIATION	PC-ALS CARDS	114.17
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,028.32
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE	214.78
EC DATA SYSTEMS, INC	PC-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	LADDER REPLACEMENT	6,074.14
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	109,514.06
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	1,073.95
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	186.52
McKESSON MEDICAL-SURGICAL GOVT	MEDICAL SUPPLIES	296.37
MENARDS	PC-SPIN TRAPS, SUPPLIES	142.90
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	739.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	1,306.91
STERICYCLE	ON-SITE SHREDDING SERVICE	108.00
TRISTAR	2023/12 CLAIMS REIMBURSEMENTS	1,290.58
WITMER PUBLIC SAFETY GROUP	PC-SMOKE FLUID FOR TRAINING	501.66
		$ 125,235.69
NON-DEPARTMENTAL/CONTRACTS		
ABBY HIGHLAND	CDBG CONSULTANT-NOV 2023	1,162.50
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE	281.98
FIRST NATIONAL INSURANCE COMPANY	2024/03/31Q - QTRLY INSTALLMENT 10/01/23-10/01/24	12,125.00
FORVIS, LLP	FYE 2023 AUDIT PROGRESS BILLING #2	30,000.00
HEARTLAND MARKETING &	SOCIAL MEDIA CAMPAIGN	4,718.00
LOCKTON COMPANIES, LLC	2024/01 WELLNESS PROGRAM	1,875.00
NEBRASKA EMERGENCY MANAGEMENT	REIMB NEMA	5,000.00
NE-DEPARTMENT OF REVENUE	2023/12 SALES TAX	52.09
PM AM CORPORATION	ALARM FEES - 2023/12	2,141.00
SCOTT WELCH	PC-MONTHLY WEB MAINTENANCE	125.00
TRAVELERS	2022/10/01-2023/10/01 PAID LOSS RECOVERY-DEC 2023	492.00
		$ 57,972.57
INFORMATION TECHNOLOGY		
AMAZON.COM, LLC	PC-ACCESS POINT, UPS BACKUP. CHARGER	1,649.19
DELL MARKETING L.P.	MONITOR	1,360.00
FIRST WIRELESS, INC	SUBCONTRACTOR, LABOR	665.00
HEARTLAND BUSINESS SYSTEMS, LLC	THREAT PROTECTION HARDWARE	2,957.88
HOSTGATOR.COM	PC-MONTHLY DOMAIN MAINTENANCE	69.95
JOHNSON HARDWARE COMPANY	PC-SUPPLIES	88.32
ONE CALL CONCEPTS	LOCATE FEE	13.18
SHI INTERNATIONAL CORP	2023/12/21-2024/12/20 INTERNET BUSINESS EDITION,	23,680.95
TESSCO	UNIVERSAL ADAPTERS, HOLE SAW	1,519.00
		$ 32,003.47

PC-Payment made with PCard

MINUTE RECORD

CLAIMS FOR FEBRUARY 6, 2024

2206 LONGO DR - NEW LIBRARY

C&E INDUSTRIES	DEEP CLEAN VA & CLEAN COMMON AREAS 11.28	1,605.00
C&E INDUSTRIES	MONTHLY JANITORIAL 11.20	995.10
C&E INDUSTRIES	MONTHLY JANITORIAL 11.20 VA CLINIC	2,996.00
CENTURY LINK	ONLINE PMT DUE TO DISCONNECT NOTICE & CK 431 DELAY	147.91
CITY WIDE MAINTENANCE OF OMAHA	CLEAN EMPTY SUITE 208	267.50
COX BUSINESS SERVICES	2023/11/27-12/26 SERVICE	126.82
JIFFY/LEVENSPN'S SUPPLY	SUPPLIES	789.27
LEO A DALY COMPANY	BPW-210311 LIB RENOVATION THRU 2024/01/05	4,175.85
METROPOLITAN UTILITIES DIST	GAS 2023/11/2-12/4 MONTHLY SERVICE	427.33
METROPOLITAN UTILITIES DIST	WATER 2023/11/2-12/4 MONTHLY SERVICE	620.95
MIKE STEIGLEDER SERVICES, INC	STAIN REMOVAL, CLEAN & DEODORIZE HALLWAYS VA LOBBY &	2,675.00
MMC MECHANICAL CONTRACTORS, INC	FAMILY PRACTICE HEAT ISSUE	473.00
OMAHA PUBLIC POWER DISTRICT	2023/10/23-11/21 MONTHLY SERVICE	5,161.77
PAPILLION SANITATION	2023/12/1-12/31 MONTHLY SERVICE	332.68
PRESTO-X	PEST CONTROL 11.28	115.56
RAPID GRAPHICS	NEW TENANT DIRECTIONAL SIGNS	1,349.21
ROGGE GENERAL CONTRACTORS, INC	BPW-210311 LIB RENOVATION THRU 2023/12/31	276,049.80
SCHUMACHER ELEVATOR COMPANY	QUARTERLY INVOICE FOR MAINTENANCE 12.1	534.89
SELDIN LLC	BUILDING MAINTENANCE , LIGHTS, GAS LEAK	1,412.14
SELDIN LLC	CHECKED DOORS/MAGNETS FROM FIRE ALARMS GOING OFF	160.50
SELDIN LLC	CONTRACTOR TO REPAIR SANITARY WASTE PIPE	911.64
SELDIN LLC	DEADBOLT FOR RESTROOMS, KEY TAGS, SECURITY CAMERAS	913.69
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	QRTLY CHECKSCAN FEE & PAYSCAN SEPT-NOV	151.14
SELDIN LLC	REPLACED DOORKNOB & NEW KEYS, PIPE LEAK	686.44
SELDIN LLC	TOILET REPAIR, STAIRWELL HEATER, BALLASTS & LIGHTS	1,756.67
STERICYCLE	STERISAFE COMPLIANCE SUBSCRIPTION	172.24
TITANIUM FIRE SPRINKLER COMPANY	REPLACED DRY SYSTEM AIR COMPRESSOR AS QUOTED	4,625.00
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE - DECEMBER	431.63
		$ 311,514.73

WASTEWATER

AMAZON.COM, LLC	PC-BATTERIES, OFFICE SUPPLIES, PRINTER SUPPLIES	592.13
AT&T MOBILITY	2024/01/08-02/07 MONTHLY SERVICE	676.75
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	143.86
CENTURY LINK	2024/01/13-02/12 MONTHLY SERVICE	206.98
CONCRETE SUPPLY, INC	CONCRETE	757.75
CONSOLIDATED ELECTRICAL DIST	PC-MAGNETIC VOLTAGE COIL	347.60
COX BUSINESS SERVICES	2024/01/01-31 MONTHLY SERVICE	83.39
DOUG KRANIEWSKI	REIMB FOR RECERTIFICATION COURSE, MANUALS	460.00
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT THRU 2023/12/31	2,584.70
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-2024/01	13,930.91
GRAINGER	MARKING PAINT	314.88
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK LIFT 2023/11/05-2023/12/02	2,056.14
J & J SMALL ENGINE SERVICE	PC-DISC FRICTION	39.04
KERSTEN PRECAST CONCRETE LLC	RISERS	595.00
MENARDS	PC-BLADES, HACKSAW, REBAR, SEWER PIPE, SHOVELS, SPADES, WATER	1,008.83
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - 2023/12	141.93
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - 2023/12	174.70
SEBASTIAN (SUBBY) ENZOLERA	REIMBFOR SNOW BLOWER REPAIR	290.98
TRITON HYDROTOOLS	MALE HOSE, MENDER	703.22
		$ 25,108.79

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2023/12 CDBG CONSULTANT	5,112.50
BELLEVUE JR SPORTS ASSOCIATION	BJSA PARTICIPATION ASST	390.00
		$ 5,502.50

TOTAL CLAIMS FOR FEBRUARY 6, 2024	**$ 12,888,981.67**
TOTAL PAYROLL FOR JANUARY 19, 2024	**$ 1,643,367.51**

PC-Payment made with PCard

9a.
2/6/2024

City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: Kyle Rhone

Address: 1908 Madision Street

Telephone Number: 501-707-7775 Email Address: kbrhone@gmail.com

Date Submitted: 01/30/24 Date of Requested City Council Meeting: February 6, 2024

Description of Requested Topic:

Nebraska Open Meetings Act and entertainment district.

For Office Use Only:
Date of City Council Meeting: 2/6/24 Applicant Contacted: 1/30/24

Why I oppose a racetrack, Casino, and Waterpark.

- Government exists to protect the rights of Citizens not to be in real estate speculation. Speculation is for the private sector not governments. If so, how do the taxpayers share in any profit when we are assuming all the risk?
- Discussions concerning this project have been kept from the Citizens violating the intent of NOMA (3 on 3 meetings)
- The study shows Bellevue as the first scenario not the best revenue generating site. The best is in Gering and Kimball NE. Because it is projected to take away $27 million from neighboring casinos. So the net proceeds will actually be $60 Million- $27 Million = $33 Million. Why is our Mayor promoting this so hard?
- The City of Bellevue increased its spending this year by 42%, placed greater property tax burden on Citizens, and the City Budget is in the red according to this months administration report.
- The secret NC3 compound, land paid for by Bellevue Citizens for $3.2 million when it was valued at less than $200,000 by Sarpy County. Why is this project, with national security implications, not being placed within the security perimeter of Offutt Air Force Base?
- In September 2023 the Citizens of Bellevue owed $70 million in bond debt. If the Casino/Racetrack, Water Park, and Hotels don't pay taxes or generate revenue the Citizens will be burdened by increased property taxes to cover the debt service.
- The frontier district remains an empty lot.

RECEIVED
FEB 06 2024
CITY CLERK

It's time for a Tea Party!!!!!

Sign the Epic Option Petition

Email daily the following elected officials:

lpolikov@sarpy.gov the Sarpy County Attorney, concerning NOMA violations.

Tom.sage@nebraska.gov Director of the Nebraska racing and gaming commission. Asking to reject a gaming license for Bellevue NE.

Rsanders@leg.ne.gov she is the state senator for Bellevue area she can introduce legislation to clarify NOMA

Mayor Hike at Rusty.hike@bellevue.net Asking him to reduce the budget and pay down the debt.

If you need a sample letter, email me at

kbrhone@gmail.com

Citizens, it's time to put tea in the harbor!!!!!!!!!

RECEIVED
FEB 06 2024
CITY CLERK

City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: Diane Bruce

Address: 1000 Galvin Rd S

Telephone Number: 402-898-3000 Email Address: president@bellevuenebraska.com

Date Submitted: Jan 26, 2024 Date of Requested City Council Meeting: 2/6/24

Description of Requested Topic:

City partnership and economic development

For Office Use Only:
Date of City Council Meeting: 2/6/24 Applicant Contacted: 2/2/24

2/2/24

12a.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 16, 2023			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, from RE to RE-PS, with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations. Applicant: TD2 Engineering and Surveying. General location: 10715 Old 36th Street.

SYNOPSIS/BACKGROUND:

Jon Carrell, on behalf of TD2 Engineering and Surveying, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Perez Addition Replat One, for the purpose of single-family residential development. The property is presently zoned RE and the applicant is requesting a -PS overlay at staff's request. This area is comprised of acreages and low density residential, primarily due to its location in the Air Installation Compatible Use Zone (AICUZ) of Offutt Air Force Base. The AICUZ overlay regulates and restricts development within the zone as a safety measure. Staff recommended the -PS overlay due to the property's location within the the AICUZ zone. All traditional setbacks of the RE zoning will remain in place.

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:

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1.	PC Recommendation	2.	Staff Report	3.	Ord. No. 4145
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

ORDINANCE NO. 4145

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 10715 OLD 36TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4104 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 and 2, Perez Addition Replat One, located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RE (Residencial Estates - One Acre Zone) to RE-PS (Residential Estate - One Acre Zone – Planned Subdivision).

(TD2 Engineering and Surveying)

Section 2. This ordinance shall not take effect until such time as the final plat of Perez Addition Replat One is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: TD2 Engineering and Surveying

CASE #'s: Z-2311-19, S-2311-16

CITY COUNCIL HEARING DATE: February 6, 2024

REQUEST: to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, from RE to RE-PS with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations.

On December 21, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, as well as a lack of perceived negative impact upon the surrounding area. APPROVAL also based on Offutt Air Force Base's review; contingent upon completion of the technical deficiencies prior to being placed on a city council agenda.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Jacobson
	Sims						Lasenburg
	Taylor-Jones						
	Aerni						
	Ackley						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: December 21, 2023

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2311-19
S-2311-16

FOR HEARING OF:
REPORT #1: December 21, 2023
REPORT #2: January 16, 2024

I. GENERAL INFORMATION

A. APPLICANT:

TD2 Engineering and Surveying
Attn: Jon Carrell
10836 Old Mill Road
Omaha, NE 68154

B. PROPERTY OWNER:

Michael Perez
10715 Old 36th Street
Bellevue, NE 68123

C. GENERAL LOCATION:

10715 Old 36th Street

D. LEGAL DESCRIPTION:

Lots 1 and 2, Perez Addition Replat One, being a replat of part of Lot 3, Perez Addition, located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Perez Addition Replat One from RE to RE-PS.
2. Small Subdivision Plat Lots 1 and 2, Perez Addition Replat One.
3. Waiver of Section 6-4, Subdivision Regulations.

F. EXISTING ZONING AND LAND USE:

RE/Single-Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and small subdivision plat approval to create an additional single-family residential lot.

H. SIZE OF SITE:

The site is approximately 10 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently being used as single-family residential and is developed with a single family residence constructed in 2015.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Agricultural/Multi-Family Residential, AG and RG-20
2. **East:** Agricultural/Single Family Residential, RE
3. **South:** Single Family Residential/RE
4. **West:** Agricultural, AG

C. REVELANT CASE HISTORY:

1. On September 22, 2005, the Planning Commission recommended denial of the request to rezone Lots 1 through 4, inclusive, Perez Addition, being a platting of Tax Lots 23 and 24, located in the West ½ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RE for the purpose of single-family residential development; and small subdivision plat Lots 1 through 4, Perez Addition. The City Council approved the aforementioned request on October 24, 2005.

2. On December 21, 2023, the Planning Commission recommended approval of the request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, located in the Northwest 1/4 of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RE to RE-PS with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations.

D. APPLICABLE REGULATIONS:

1. Chapter 5, Subdivision Regulations, regarding Small Subdivision Plats.

2. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.

3. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision District.

4. Section 5.29, Zoning Ordinance, regarding Air Installation Compatible Use Zone; Clear Zone, Accident Potential Zones I and II, Noise Zones, and Height and Obstruction Criteria.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as residential estates.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.

2. Access is proposed from a private easement obtained from the property owners of Lot 4, Perez Addition.

D. UTILITES:

This area is not served by sanitary sewer.

E. ANALYSIS:

1. Jon Carrell, on behalf of TD2 Engineering and Surveying, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Perez Addition Replat One, for the purpose of single family residential development.

2. This area is comprised of acreages and low density residential, primarily due to its location in the Air Installation Compatible Use Zone (AICUZ) of Offutt Air Force Base. The AICUZ overlay regulates and restricts development within the zone as a safety measure. Additionally, there is floodplain and floodway in this vicinity.

3. The property is presently zoned RE. The applicant is requesting a -PS overlay at staff's request. The purpose being so development can be controlled through the public hearing process. Staff recommended the -PS overlay due to the property's location within the AICUZ zone.

All traditional setbacks of the RE zoning district will remain in place.

4. The proposed site plan shows the boundary of the Accident Potential Zone II (APZ II zone) within the AICUZ. The property owner's proposed residence will lie outside the APZ II zone. The home will be within the noise contour. Preliminary reviews were done with Offutt AFB. They had no issues with the proposed platting as long as the home remains outside of the APZ II zone. The applicant has shown the proposed building envelope outside of this area on the site plan.

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

Krista Hoffart, Offutt AFB, stated "Applicant has worked with Offutt AFB to ensure that their project remains out of the Accident Potential Zone. No additional comments."

Public Works Engineer Matt Knight requested technical revisions to the plat. These comments have since been satisfied by the applicant's engineer.

6. In addition to the replatting and rezoning, the applicant is requesting a waiver of Section 6-4, Subdivision Regulations, pertaining to minimum design standards for access. Since the access easement serves more than one property, it is required to be designed to the city's minimum standards for a private or public street. The applicant is proposing a gravel access/drive to his residence which will come off an existing gravel access. Staff has no objection to this waiver based on existing conditions, as well as the fact this is an area where development is extremely limited due to the AICUZ overlay.

7. The Future Land Use Map of the Comprehensive Plan shows this area as being residential estates. The request is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, and lack of perceived negative impact upon the surrounding area. APPROVAL also based on Offutt Air Force Base's review; contingent upon completion of the technical deficiencies prior to being placed on a city council agenda.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, and lack of perceived negative impact upon the surrounding area. APPROVAL also based on Offutt Air Force Base's review; contingent upon completion of the technical deficiencies prior to being placed on a city council agenda.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map.
2. 2022 GIS aerial photo of the property.
3. Zoning justification letter received November 8, 2023.
4. Written waiver request received November 16, 2023.
5. Small subdivision plat received December 11, 2023.
6. Site plan received December 13, 2023.

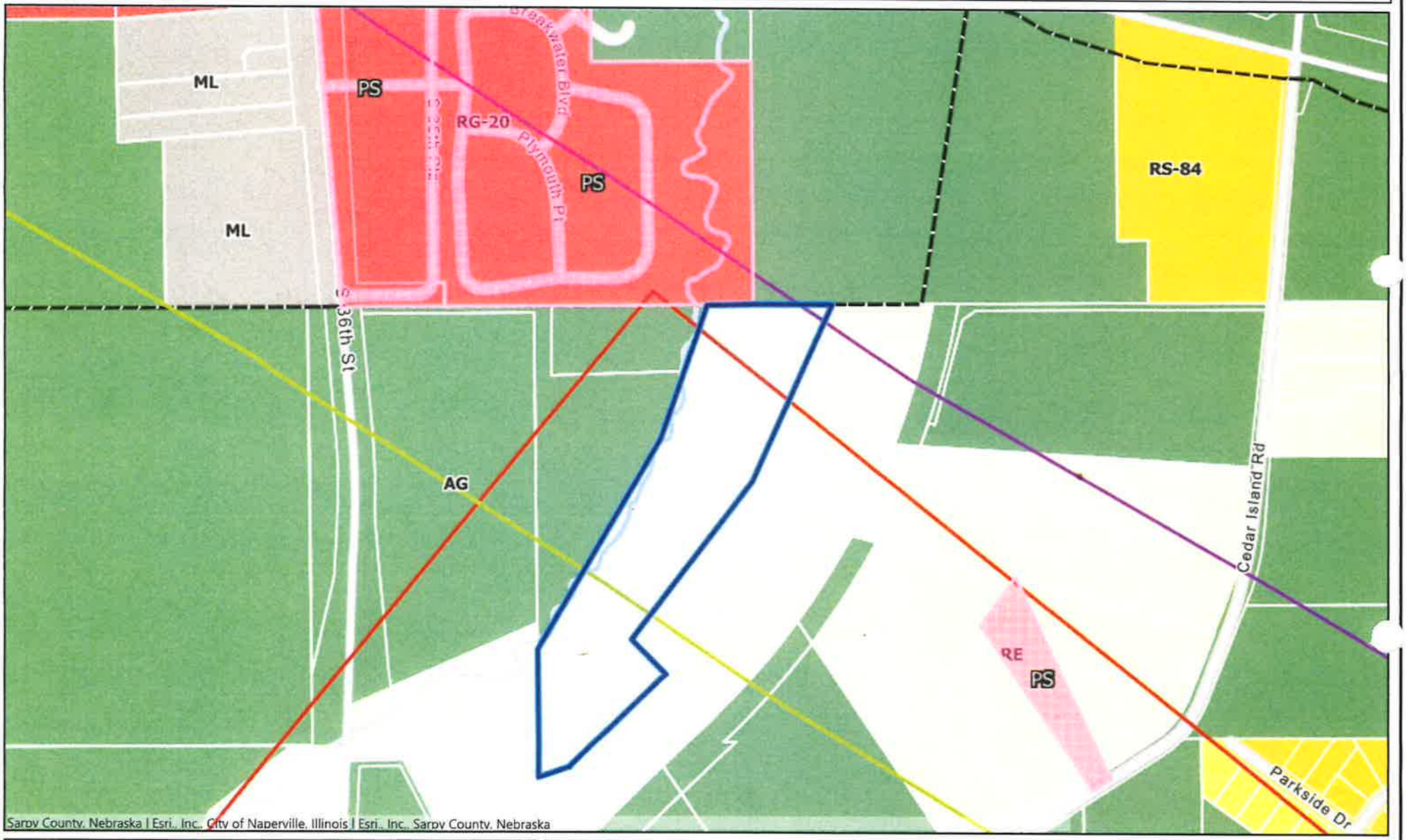
VII. COPIES OF REPORT TO:

1. Jon Carrell, TD2
2. Michael Perez, c/o Jonathan Revis
3. Public Upon Request

Angela M. Currey
Assistant Planning Manager

Jammi L Palm 01/09/24
Planning Director Date of Report

SARPY COUNTY
NEBRASKA



0 500 1000 ft

Map Scale 1: 6370

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



0 500 1000 ft

Map Scale 1: 6370

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

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

Email Transmitted to: tammi.palm@bellevue.net

November 8, 2023

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

RE: Letter of Justification
10707 Old 36th Street
Bellevue, NE 68123
Lot 3, Perez Addition
Sarpy County, NE

Ms. Palm,

We have been requested to replat Lot 3, Perez Addition into 2 (two) separate residential lots. The south lot already has a residence in place and the north lot is for the proposed construction of a new residence. We will be calling the new plat, Perez Addition Replat One.

Respectfully submitted by:
Thompson, Dreesen & Dorner, Inc.

Jon L. Carrell, L.S.

RECEIVED
NOV 08 2023
PLANNING DEPT.

TD2
engineering
& surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

RECEIVED
NOV 16 2023
PLANNING DEPT.

Email Transmitted to: tammi.palm@bellevue.net

November 16, 2023

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

RE: Wavier Request
10707 Old 36th Street
Bellevue, NE 68123
Lot3, Perez Addition
Sarpy County, NE

Ms. Palm,

We are requesting a requesting a wavier of Section 6-4 of the Subdivision Regulations, to allow for the unimproved easement serving more than one property. Such as, shown on the proposed plat of Perez Addition Replat One.

Respectfully submitted by:
Thompson, Dreesen & Dorner, Inc.

Jon L. Carrell, L.S.

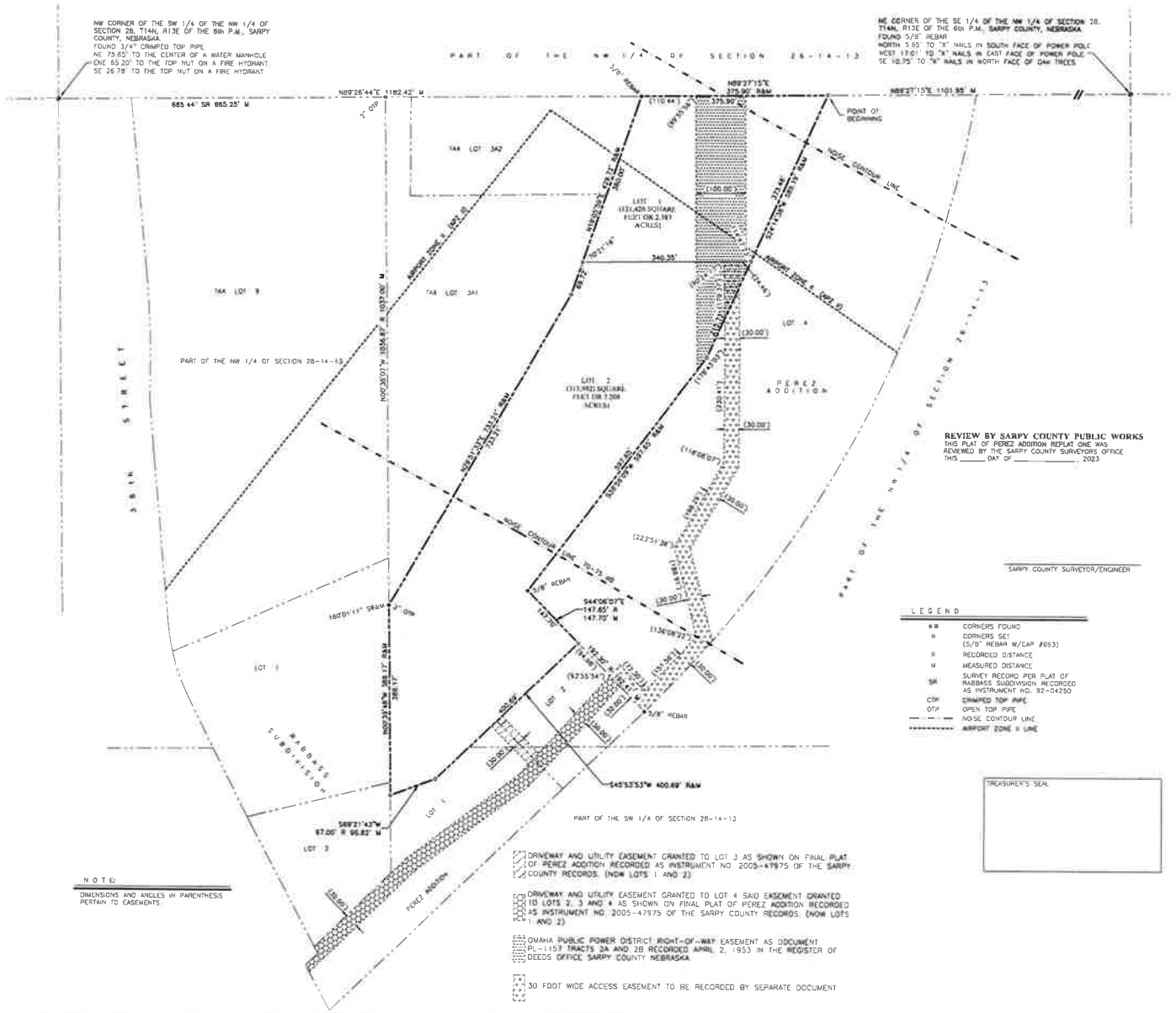
RECEIVED

DEC 1 1 2023

PEREZ ADDITION REPLAT ONE

LOTS 1 AND 2

BEING A REPLATTING OF LOT 3, PEREZ ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NW 1/4 AND THE SW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY.



N O T E:
DIMENSIONS AND ANGLES IN PARENTHESIS PERTAIN TO EASEMENTS.

DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 3 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO 2005-47975 OF THE SARPY COUNTY RECORDS. (NOW LOTS 1 AND 2)

DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 4 SAID EASEMENT GRANTED TO LOTS 2, 3 AND 4 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO 2005-47975 OF THE SARPY COUNTY RECORDS. (NOW LOTS 1 AND 2)

OMAHA PUBLIC POWER DISTRICT RIGHT-OF-WAY EASEMENT AS DOCUMENT PL-1159 TRACTS 2A AND 2B RECORDED APRIL 2, 1953 IN THE REGISTER OF DEEDS OFFICE SARPY COUNTY NEBRASKA.

30 FOOT WIDE ACCESS EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT

REVIEW BY SARPY COUNTY PUBLIC WORKS
THIS PLAT OF PEREZ ADDITION REPLAT ONE WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 2023

SARPY COUNTY SURVEYOR/ENGINEER

LEGEND

●●	CORNERS FOUND
○	CORNERS SET (5/8" REBAR W/CAP #693)
R	RECORDED DISTANCE
M	MEASURED DISTANCE
SR	SURVEY RECORD PER PLAT OF RABBASS SUBDIVISION RECORDED AS INSTRUMENT NO. 92-04250
CTP	CRIMPED TOP PIPE
OTP	OPEN TOP PIPE
	NOISE CONTOUR LINE
	AIRPORT ZONE B LINE

TREASURER'S SEAL

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS PEREZ ADDITION REPLAT ONE, LOTS 1 AND 2, BEING A REPLATTING OF LOT 3, PEREZ ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF SAID LOT 3;

THENCE ON THE EAST LINE OF SAID LOT 3 ON THE FOLLOWING FOUR (4) COURSES;

THENCE S24°14'38"W (ASSUMED BEARING) 589.19 FEET;

THENCE S38°59'09"W 597.65 FEET; THENCE S44°08'07"E 147.70 FEET;

THENCE S45°53'53"W 400.69 FEET;

THENCE CONTINUING ON SAID SOUTH LINE S89°21'43"W 96.82 TO THE SE CORNER THEREOF;

THENCE ON THE WEST LINE OF SAID LOT 3 ON THE FOLLOWING THREE (3) COURSES;

THENCE N00°38'48"W 388.17 FEET;

THENCE N29°51'33"E 733.21 FEET;

THENCE N18°05'59"E 429.72 FEET TO THE NW CORNER THEREOF;

THENCE N89°27'15"E 375.90 FEET ON THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING

CONTAINING 435,412 SQUARE FEET OR 9.996 ACRES

NEBRASKA REGISTERED LS-693 LAND SURVEYOR JON L. CARRELL

SEPTEMBER 11, 2023
DATE

JON L. CARRELL
NEBRASKA RLS #693

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, MICHAEL J. PEREZ AND MARANDA PEREZ, HUSBAND AND WIFE, BEING THE OWNERS AND FARMERS AND MERCHANTS BANK OF ASHLAND BEING THE MORTGAGE HOLDERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS PEREZ ADDITION REPLAT ONE, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSSARMS, 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 AND 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 LOT LINES, AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF THE LOT.

WE DO FURTHER GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT OF OMAHA OR BLACK HILLS ENERGY, 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 (5') FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, CIRCLES, AND CUL-DE-SAC STREETS WHETHER PUBLIC OR PRIVATE.

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 HEREIN GRANTED

MICHAEL J. PEREZ

MARANDA PEREZ

FARMERS AND MERCHANTS BANK OF ASHLAND

BY
TITLE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2023 BY MICHAEL J. PEREZ AND MARANDA PEREZ, HUSBAND AND WIFE

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2023 BY _____ OF FARMERS AND MERCHANTS BANK OF ASHLAND 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 _____, 2023

SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF PEREZ ADDITION REPLAT ONE WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS_____ DAY OF _____, 2023

BELLEVUE PLANNING COMMISSIONER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF PEREZ ADDITION REPLAT ONE WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS_____ DAY OF _____, 2023 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

TD2 engineering & surveying

thompson, dreessen & dorner, inc
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com
dba: TD2 Engineering & Surveying
NE CA-0199

Survey Type

PEREZ ADDITION REPLAT ONE
LOTS 1 AND 2

N

811 Know what's below. Call before you dig.

Revision Dates

No.	Description	MM-DD-YY

Job No.: A1436-23-21A
Drawn By: RJR
Reviewed By: JLC
Date: SEPTEMBER 11, 202
Book: 22/24
Page: 55

Sheet Title

CITY OF BELLEVUE FINAL PLAT

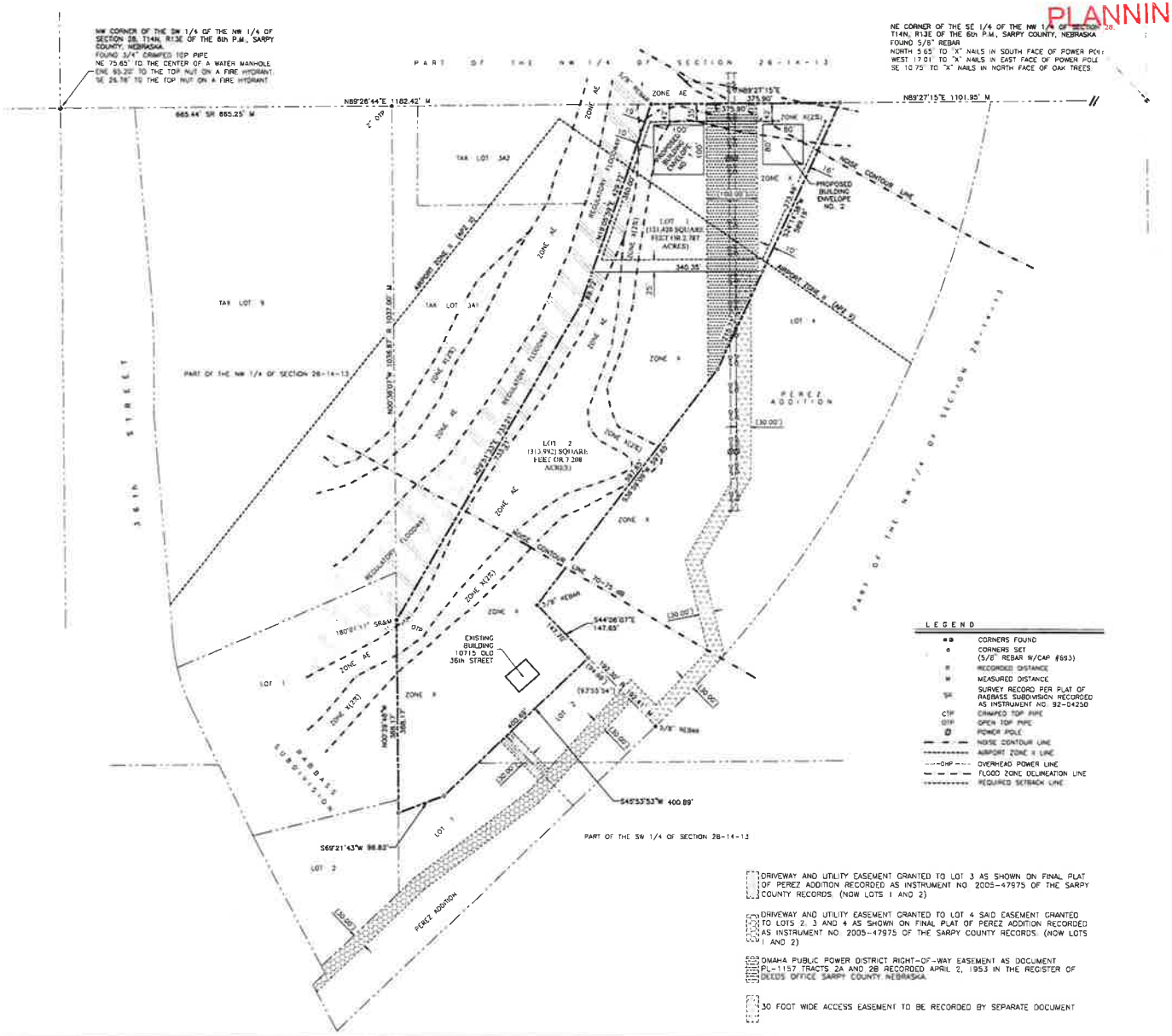
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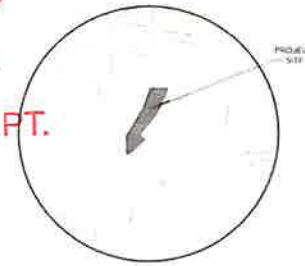
SHEET 1 OF 1

PEREZ ADDITION REPLAT ONE

LOTS 1 AND 2

RECEIVED
DEC 13 2023
PLANNING DEPT.





VICINITY MAP

LEGEND

- CORNERS FOUND
- CORNERS SET (5/8" REBAR W/CAP #693)
- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE
- SURVEY RECORD PER PLAT OF RABBASS SUBDIVISION RECORDED AS INSTRUMENT NO. 92-04250
- CTP CRIMPED TOP PIPE
- OTP OPEN TOP PIPE
- POWER POLE
- NOISE CONTOUR LINE
- AIRPORT ZONE A LINE
- OHP OVERHEAD POWER LINE
- FLOOD ZONE DELINEATION LINE
- REQUIRED SETBACK LINE

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30 FOOT WIDE ACCESS EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT

SUBDIVIDER

JONATHAN REVIS
10707 OLD 36th STREET
BELLEVUE, NEBRASKA 68123

ENGINEER

THOMPSON, DREESSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA NEBRASKA 68154

LEGAL DESCRIPTION

LOT 3, PEREZ ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

NOTES

1. NO CONTOURS ARE SHOWN AS NO GRADING IS PROPOSED.
2. EXISTING ZONING IS RE/WP OVERLAY. PROPOSED ZONING RE/PS.
3. LOTS 1 AND 2 ARE SERVED BY PRIVATE WELLS AND PRIVATE SEPTIC SYSTEMS.

TD2 engineering & surveying
thompson, dreessen & dorner, in
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 f 402.330.5866
td2co.com
dba TD2 Engineering & Surveyin
NE CA-0199

Survey Type

PEREZ ADDITION REPLAT ONE
LOTS 1 AND 2

N

0' 50' 100'

811 Know what's below. Call before you dig.

Revision Dates

No.	Description	MM-DD-Y

Job No.: A1436-23-21P
Drawn By: RJR
Reviewed By: JLC
Date: SEPTEMBER 11, 20
Book: 22/24
Page: 55

Sheet Title

CITY OF BELLEVUE SITE PLAN

Sheet Number

SHEET 1 OF 1

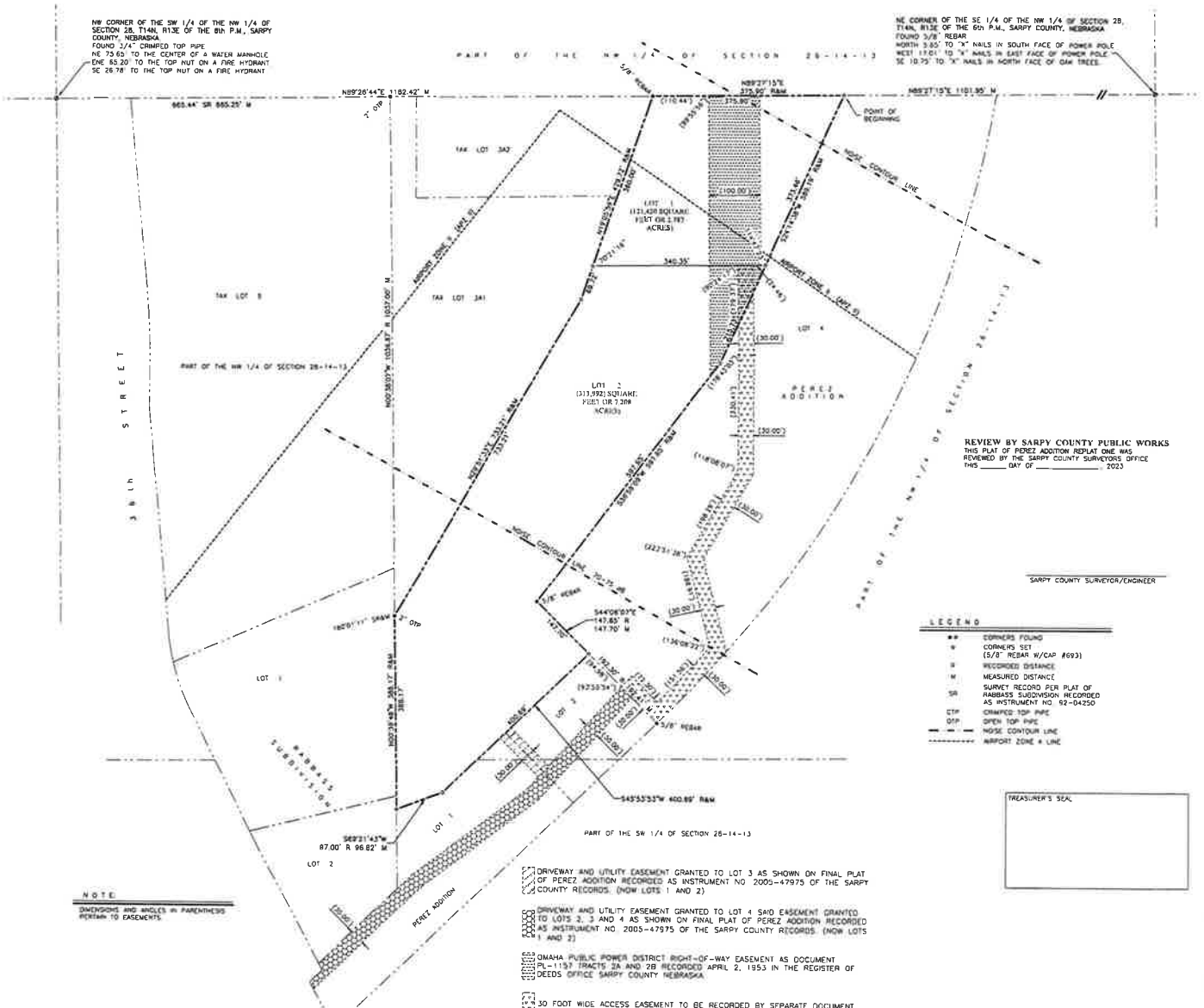
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DEC 1 1 2023

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2/6/2024

PEREZ ADDITION REPLAT ONE

LOTS 1 AND 2

BEING A REPLATTING OF LOT 3, PEREZ ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NW 1/4 AND THE SW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY



NOTE:
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OTP	OPEN TOP PIPE
	NOISE CONTOUR LINE
	AIRPORT ZONE 4 LINE

TREASURER'S SEAL

PART OF THE SW 1/4 OF SECTION 28-14-13

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS IN EFFECT AT THE DATE SHOWN HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS PEREZ ADDITION REPLAT ONE, LOTS 1 AND 2, BEING A REPLATTING OF LOT 3, PEREZ ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF SAID LOT 3;

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NEBRASKA REGISTERED LS-693 LAND SURVEYOR JON L. CARROLL

SEPTEMBER 11, 2023
DATE

JON L. CARROLL
NEBRASKA RLS #693

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, MICHAEL J. PEREZ AND MARANDA PEREZ, HUSBAND AND WIFE, BEING THE OWNERS AND FARMERS AND MERCHANTS BANK OF ASHLAND, BEING THE MORTGAGE HOLDERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS PEREZ ADDITION REPLAT ONE, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION 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 AND 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 LOT LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF THE LOT.

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MICHAEL J. PEREZ

MARANDA PEREZ

FARMERS AND MERCHANTS BANK OF ASHLAND

BY: _____
TITLE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023 BY MICHAEL J. PEREZ AND MARANDA PEREZ, HUSBAND AND WIFE

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2023 BY _____ OF FARMERS AND MERCHANTS BANK OF ASHLAND 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 _____, 2023

SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF PEREZ ADDITION REPLAT ONE WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2023

BELLEVUE PLANNING COMMISSIONER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF PEREZ ADDITION REPLAT ONE WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS _____ DAY OF _____, 2023. 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

TD2 engineering & surveying

thompson, dreessen & dorner, in
10836 Old Mill Rd
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p 402.330.8860 f 402.330.5866
td2co.com
dba: TD2 Engineering & Surveyin
NE CA-0199

Survey Type

PEREZ ADDITION REPLAT ONE
LOTS 1 AND 2

N
0 50 100

811 Know what's below. Call before you dig.

Revision Dates

No.	Description	MM-DD-Y
1	---	---
2	---	---
3	---	---

Job No.: A1436-23-21A
Drawn By: RJR
Reviewed By: JLC
Date: SEPTEMBER 11, 202
Book: 22/24
Page: 55

Sheet Title

CITY OF BELLEVUE FINAL PLAT

Sheet Number

SHEET 1 OF 1

13a.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/06/2024	SUBMITTED BY: Tammi Palm	TITLE: Planning Director
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☑	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to amend Ordinance No. 4104, the City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue.

SYNPOSIS/BACKGROUND:

Due to a staff title change in the Planning Department, the City of Bellevue is proposing to amend the City of Bellevue Zoning Ordinance. The title of Planning Manger will be changed to Planning Director of the Planning Department.

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: 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. Ordinance No. 4146
4. Zoning Ordinance - redline	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

CITY COUNCIL HEARING DATE: February 5, 2024

REQUEST: to amend Ordinance No. 4104, City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles.

On January 25, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL of amendments as presented.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Aerni
	Sims						Taylor-Jones
	Jacobson						Bennett
	Ackley						
	Lasenburg						
	Perrin						

Planning Commission Hearing (s) was held on: January 25, 2024

We Influence The World!

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

MEMORANDUM

TO: City Council
FROM: Tammi Palm, Planning Director
DATE: January 30, 2024
RE: Amend Ordinance No. 4104, City of Bellevue Zoning Ordinance regarding staff titles.

The City of Bellevue is proposing to amend Ordinance No. 4104, City of Bellevue Zoning Ordinance, to include updating staff titles.

In 2022, these documents were amended to reflect the staff title change from Planning Director to Planning Manager. In 2023, the Planning Director title was reinstated. This amendment reflects the change.

Attached is a red-line copy of the proposed amendments.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

ZONING ORDINANCE
BELLEVUE, NEBRASKA

ORDINANCE NO. 4104

ADOPTED BY BELLEVUE, NEBRASKA ON AUGUST 16, 2022

Prepared By

JEO
Consulting Group, Inc.

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ARTICLE 1: TITLE AND PURPOSE

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

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

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

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

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

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

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

ARTICLE 2: DEFINITIONS

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

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

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

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

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

Section 2.04 A

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

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

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

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

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

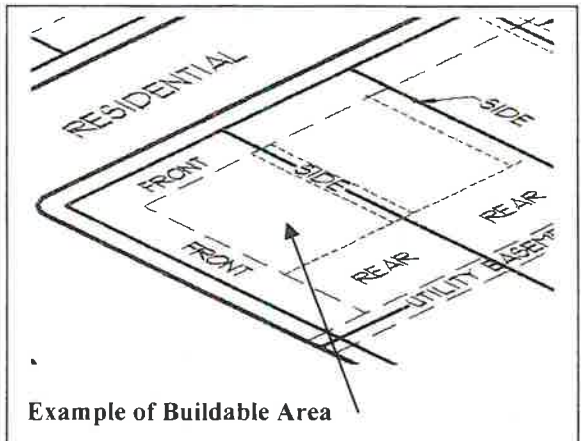
BREWERY, MICRO shall mean a facility for the production and packaging of malt beverages of low alcoholic content for distribution, retail or wholesale, on or off premises, with a capacity of not more than 10,000 barrels per year. The development may include other uses such as standard restaurant, bar,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

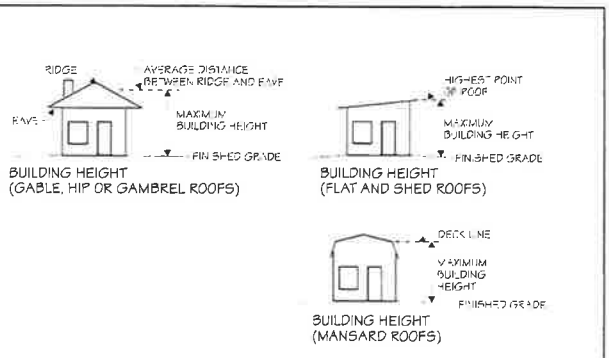
BUILDING, ACCESSORY shall mean any detached subordinate building which serves a function customarily incidental to that of the main building or main use of the premises. Customary accessory building includes farm buildings, garages, carports, and small storage sheds; but not

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.

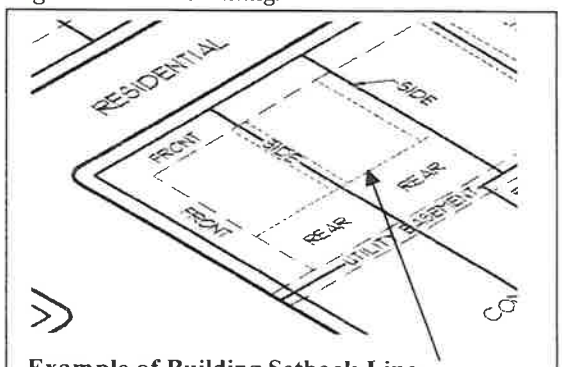
BUILDING HEIGHT shall mean the vertical distance measured from the average grade at the front face of the building to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof, except for accessory structures 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.

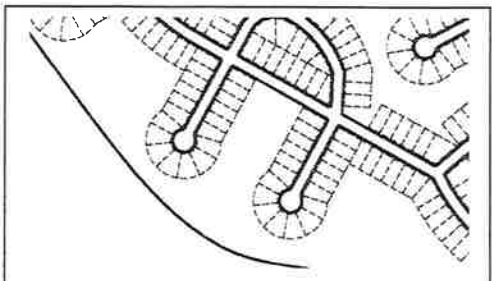
COUNTRY CLUB shall include golf courses, par-3 golf course, swimming pools, tennis clubs and neighborhood clubhouses any and each of which shall be located on a site of not less than one acre and open only to membership subscribing for the use of all facilities for a term of not less than one year and 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.



Cul-de-sac

CURVED LOT (See "Lot, Curved")

Section 2.07 D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Permanently Attached: Attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent continuous foundation or structural change in such mobile home in order to relocate it on another site in accordance 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.

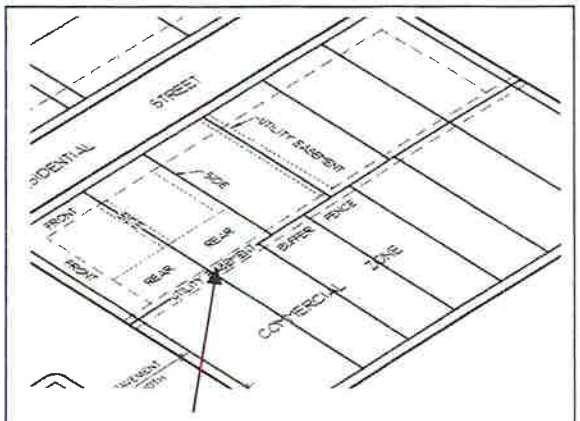
DWELLING, SINGLE-FAMILY (ATTACHED) shall mean a one-family dwelling unit that is attached to one additional single-family dwelling. Said dwelling units are separated by an unpierced common wall through the center of the structure that also sits along the property line separating ownership of the structure.

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.

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)

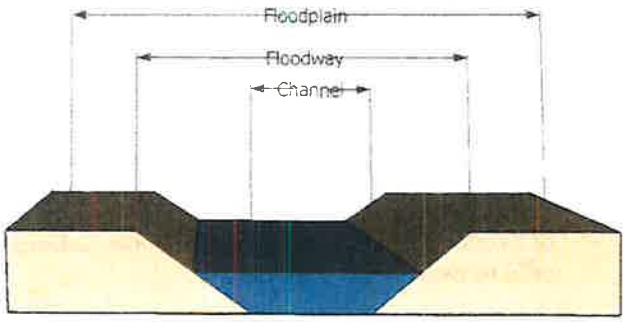


Diagram of Floodplain and Floodway

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.

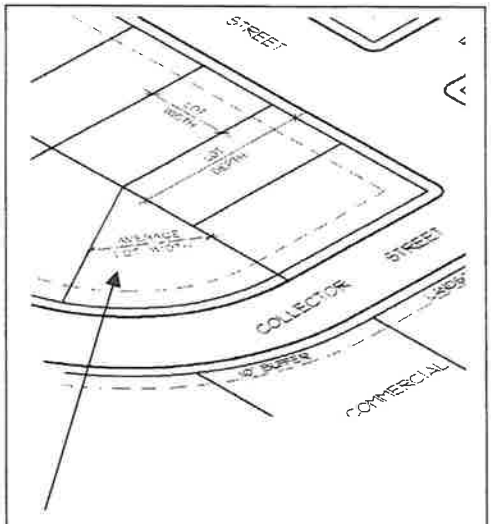
LOT shall mean a parcel or tract of land which is or may be occupied by a use herein permitted, together with yards, and other open spaces herein required, that has frontage upon a street, and is a part of a recorded subdivision plat or has been recorded prior to the adoption of the ordinance, or a parcel 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.

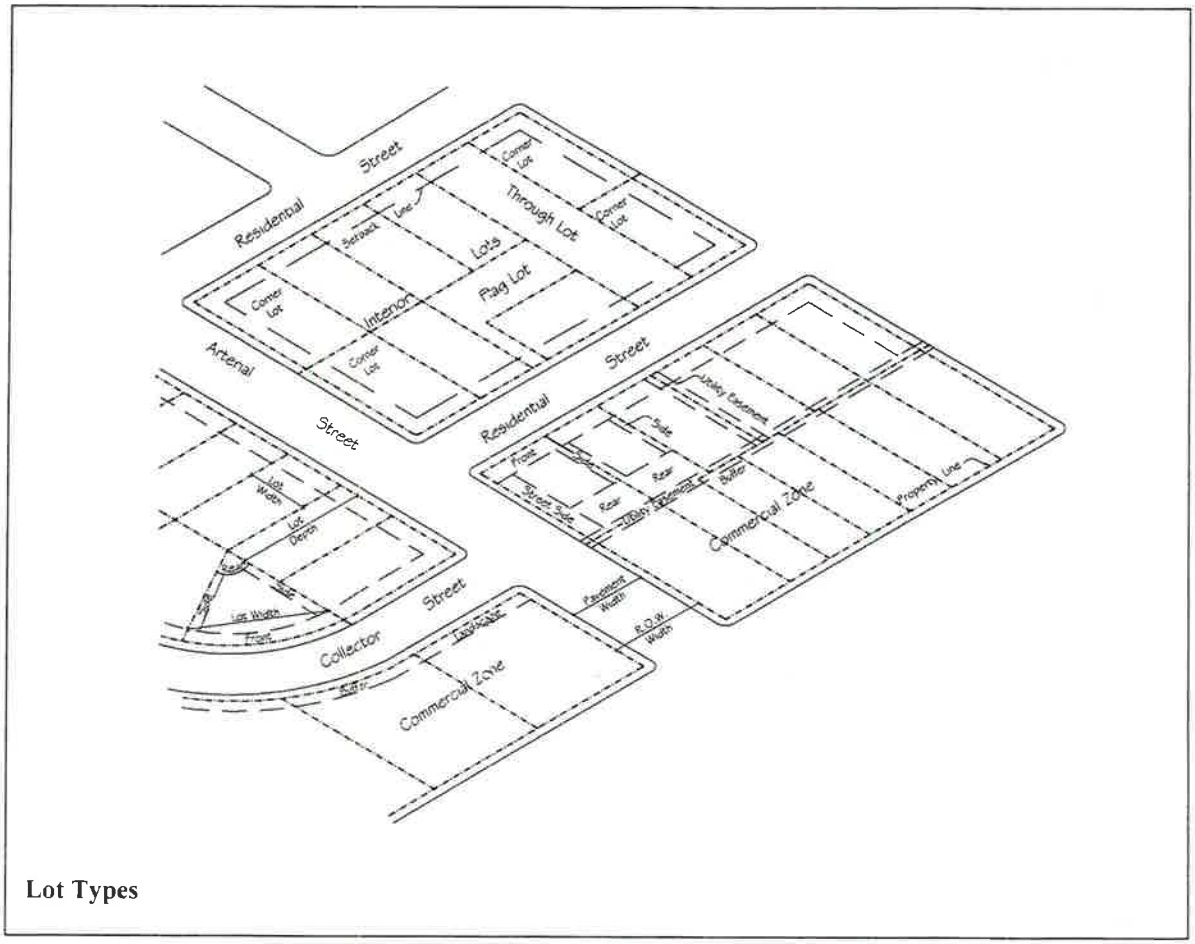
LOT, DOUBLE FRONTAGE shall mean a lot having a frontage on two non-intersecting streets as distinguished from a corner lot.

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 Types

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

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

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

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

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

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

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

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

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

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

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

Section 2.16 M

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

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

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

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

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

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

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

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

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

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

MEETING HALL shall mean a building designed for public assembly.

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

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

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

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

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

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

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

Section 2.17 N

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

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

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

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

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

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

NON-CONFORMING USE shall mean a use that 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 ~~MANAGER~~ DIRECTOR 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, racetracks (including all motor-powered vehicles) and wildlife conservation areas (used for public viewing), and theme parks.

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

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

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

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

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

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

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

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



Restaurant, Drive-In

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

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



Restaurant, Fast Food

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

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

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

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

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

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

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

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

ROAD shall mean the same as "Street".

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

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

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

Section 2.22 S

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

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

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

and shall be approved by the Nebraska Department of Health and Welfare as meeting their health and welfare standards.

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

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

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

SELECTIVE CLEARING shall be the careful and planned removal 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.

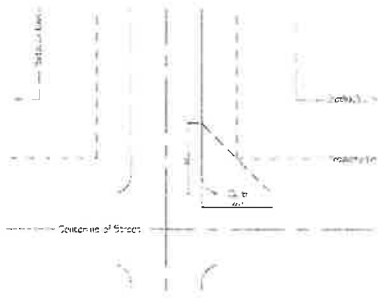
SHOPPING CENTER shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

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.

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.



An Example of a Stormwater Management project

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.

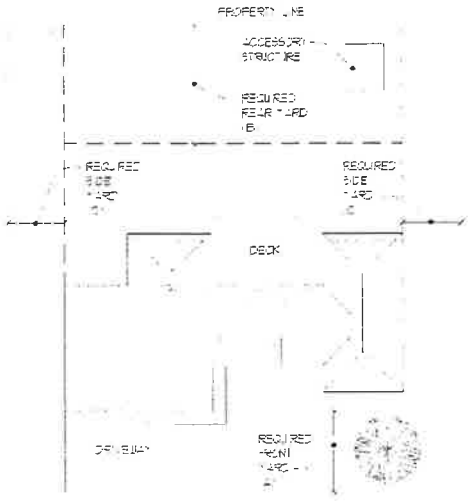
Section 2.27 X

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 ~~Manager~~ Director."

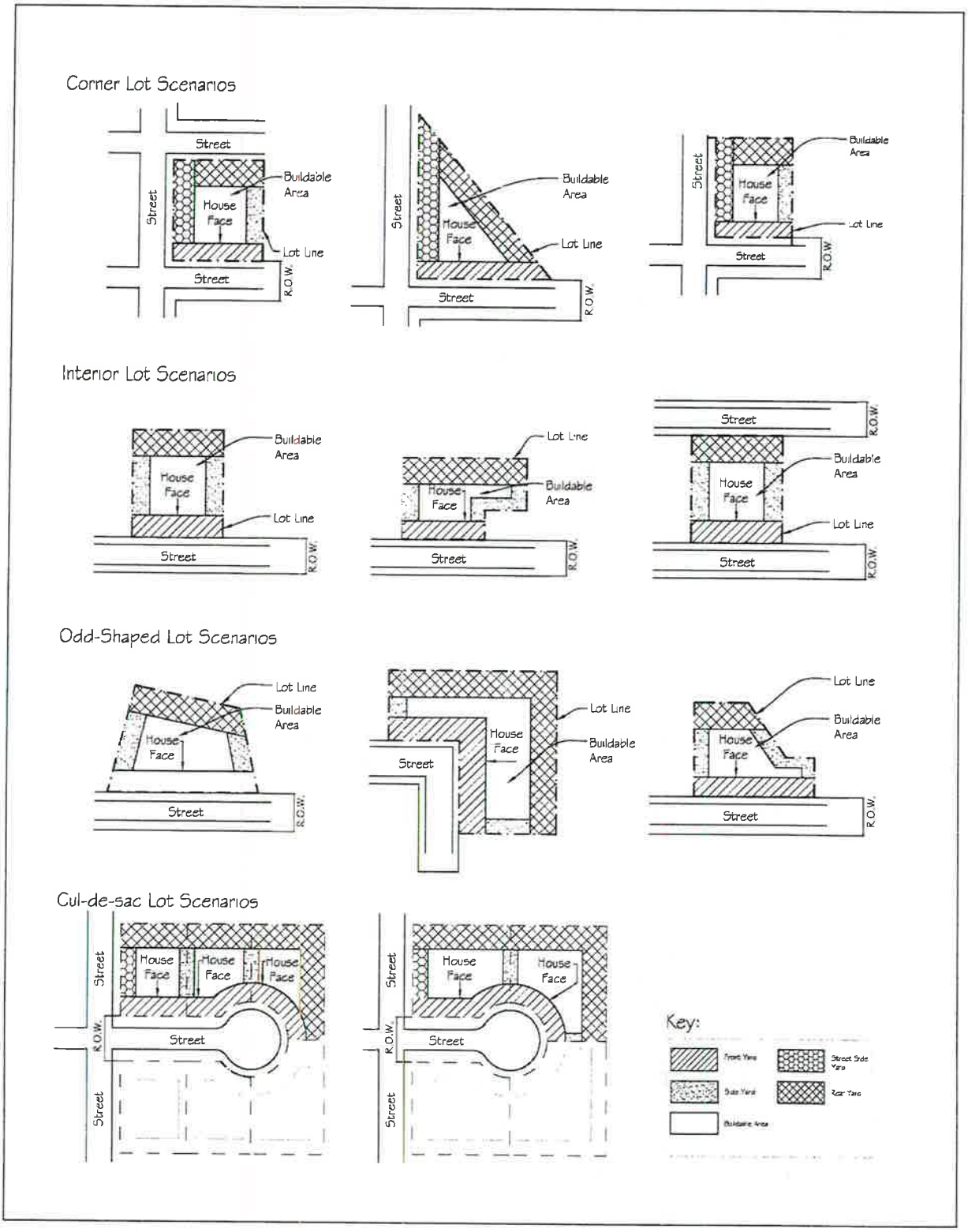
ZONING DISTRICT shall mean the same as "District."

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.



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 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 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 (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)
(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 microbrewery.

5.05.04 Permitted Accessory Uses:

1. 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 8.10.
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 ~~Manager~~ Director shall determine that the purpose, design, and construction of the accessory structure shall be compatible or otherwise in keeping with the surrounding neighborhood.

2. 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 8.13.
14. Residential and small wind energy systems, subject to Section 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 ~~Manager~~ Director shall determine that the purpose, design, and construction of the accessory structure shall be compatible or otherwise in keeping with the surrounding neighborhood.
2. **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 8.13.
13. Residential and small wind energy systems, subject to Section 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. **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

12. Residential and small wind energy systems, subject to Section **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)***

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

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

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. **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 8.10.
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. **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 8.10.
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. **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 8.10.

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, 5.23, 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 sg ft. 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 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. **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 8.10.

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. **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 8.10.

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 used 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 ~~Manager~~ Director. 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 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 ~~Manager~~ Director. Attachments, such as maps and illustrations, may be provided as separate files in any digitally reproducible format approved by the Planning ~~Manager~~ Director.

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 ~~Manager~~ Director 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 ~~Manager~~ Director, 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 8.10.

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 8.12.
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 8.10.

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 8.12.
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 ~~Manager~~ Director.
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 8.12.
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 ~~Manager~~ Director.
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 8.10.

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 8.12.
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. 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. ***(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 ~~Manager~~ Director.

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 ~~Manager~~ Director. All fencing shall be located on the interior side of the required buffer yards.
   - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Manager~~ Director. ***(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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 8.10.

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 8.12.
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 ~~Manager~~ Director 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 ~~Manager~~ Director. All fencing shall be located on the interior side of the required buffer yards.
   H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Manager~~ Director.
   I. Special and vocational educational and training facilities.
29. Stone and monument work.
30. Totally enclosed, automated and conveyor-style car washes.
31. Toy and sporting goods store.
32. Veterinarian services or animal hospitals.
33. Warehouses and wholesale businesses.

5.26.03 Conditional Uses:

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

1. Amusement parks.
2. Auction Sales.
3. Automotive rental / leasing and other heavy equipment rental.
4. Automotive sales and repair service, including recreational vehicles such as boats and campers
5. Bowling center.
6. Cabinetry millwork
7. Commercial greenhouse.
8. Construction and heavy equipment sales and service.
9. Farm implement sales and service.
10. Fertilizer transmission lines.
11. Home Improvement Center; provided that the following minimum standards are present:
   A. All lumber shall be enclosed with the primary structure.
   B. All year-round landscaping materials shall be enclosed within the primary structure.
12. Hotels and Motels
13. Kennels and stables
14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary, as an accessory to permitted use
15. Mail order services.
16. Microbreweries 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 8.10.
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 8.12.
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 8.08 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 ~~Manager~~ Director. 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 ~~Manager~~ Director. 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 ~~Manager~~ Director. ***(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 **8.11**.
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 8.10.
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 8.08 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 ~~Manager~~ Director. 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 ~~Manager~~ Director. All fencing shall be located on the interior side of the required buffer yards.
    H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning ~~Manager~~ Director. ***(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 8.11.
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 8.10.
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 8.08 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. 95° 53' 31"W
12R – Lat 41° 07' 45" N
- Long 95° 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 ~~Manager~~ Director 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 Estates								
Residential	1 acre+	120	35	25	20	35	35	
dwellings	1 acre+	120	35	25	20	35	35	20%
Other Permitted	1 acre+	120	35	25	20	35	35	
Uses	-	-	35	25	5	5	15+	
Conditional Uses								
Accessory Uses								
RS-120 Single-Family Residential	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	
Two-family	unit	50	35	15	5	20	35	
Dwelling	5,000	-	35	15	5	5	15+	

Multi-family Dwelling+	5,000							
Other Permitted Uses								
Conditional Uses								
Accessory Uses								
RG-20 General Residential	5,000	40	35	10	5	10	75	
Single-family Dwelling	5,000 per unit	40 per unit	35	10	5+	10	75	
Single-family Attached	10,000	40	35	10	5	10	75	
Two-family Dwelling	2,000 per unit	40	35	10	5	10	75	80%
Multi-family Dwelling+	5,000	40	35	10	5	10	75	
Other Permitted Uses	5,000	-	35	10	5	5	75	
Conditional Uses								
Accessory Uses								

+Note: Additional requirements apply for these uses, refer to the specific district for details.

Additional requirements may apply to a Zoning District, please refer to the specific district, the General Requirements and the Supplemental Regulations for more information.

ZONING DISTRICT	MINIMUM LOT AREA		MIN. YARD SETBACK (feet)				MAX. HEIGHT (ft)	MAX. GROUND COVERAGE INCLUDING ACCESSORY BUILDING(s)
	LOT AREA (sq ft or acres)	LOT WIDTH (ft)	FRONT	STREET SIDE	SIDE	REAR		
RG-8 General Residential								
Single-family Dwelling	5,000	40	25	5	3	10	None	90%
Single-family Attached	5,000 per unit	40 per unit	25	5	3+	10	None	
Two-family Dwelling	10,000	40	25	5	3	10	None	
Multi-family Dwelling+	800 per unit	40	25	5	3	10	None	
Other Permitted Uses	5,000	40	25	5	3	10	None	
Conditional Uses	5,000	-	25	5	3	10	None	
Accessory Uses	-							
M: Modified Residential	- See Underling Zoning District and appropriate section for regulations -							
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	70%
Conditional Uses	7,500	50	25	25+	5+	20	25	
Accessory Uses	-	-	25	25+	5+	20	25	
BNH: Heavy Neighborhood Business								
Permitted Uses	7,500	50	25	25+	5+	20	25	70%
Conditional Uses	7,500	50	25	25+	5+	20	25	
Accessory Uses	-	-	25	25+	5+	20	25	
BG: General Business								
Permitted Uses	None	None	None	None	5+	10	75+	95%
Conditional Uses	None	None	None	None	5+	10	75+	
Accessory Uses	-	-	None	None	5+	10	75+	
BGM: Metropolitan General Business								
Permitted Uses	None+	None	None	None	None	None	+	100%
Conditional Uses	None+	None	None	None	None	None	+	
Accessory Uses	-	-	None	None	None	None	+	
BGH: Heavy General Business								
Permitted Uses	None	None	None	None	None	None	55	100%
Conditional Uses	None	None	None	None	None	None	55	
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	+	75%
Conditional Uses	10,000	50	20+	10	None	None	+	
Accessory Uses	-	-	20+	10	None	None	+	
ML: Light Manufacturing								
Permitted Uses	10,000	50	20	10	None	None	+	75%
Conditional Uses	10,000	50	20	10	None	None	+	
Accessory Uses	-	-	20	10	None	None	+	
MH: Heavy Manufacturing								
Permitted Uses	10,000	50	20	10	None	None	+	50%
Conditional Uses	10,000	50	20	10	None	None	+	
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 **8.12.07**, 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 **8.12.03** 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 ~~Manager~~ Director. 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, morale, 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.

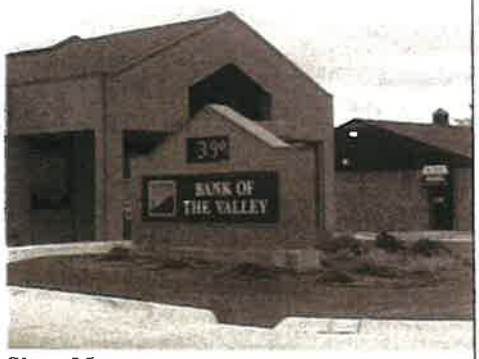
BUILDING MARKER SIGN shall mean any sign indicating the name of a building and/or date and/or incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

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 ~~Manager~~ Director. 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 shall mean the Planning Director 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.

~~**MANAGER** shall mean the Planning 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 ~~Manager~~ Director 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.

SUSPENDED SIGN shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

TEMPORARY FREESTANDING SIGN shall mean a temporary sign with a post or other support structure designed to be inserted into the ground for use of the sign on a temporary basis.

TEMPORARY PORTABLE SIGN shall mean a movable reusable sign structure made of durable material, mounted on wheels and towed or on a rigid frame and trucked, which is regularly and periodically moved from parcel to parcel.



Subdivision Identification Sign

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 a 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.

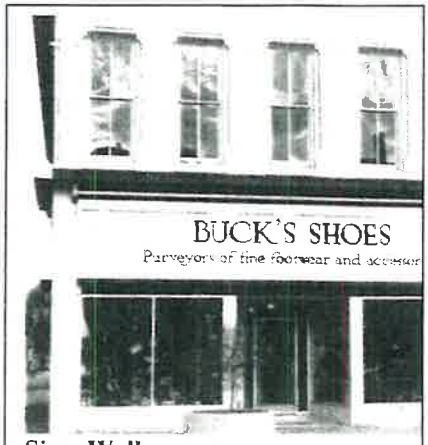
TIME AND TEMPERATURE SIGN shall mean an electrically controlled sign which contains only public service, time, temperature, and/or date information.

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 ~~Manager~~ Director and approved by the ~~Manager~~ Director 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 ~~Manager~~ Director a Master Signage Site Plan containing the following:

An accurate plot plan of the zone lot, at such scale as the ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director.

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 ~~Manager~~ Director 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 ~~Manager~~ Director. 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 ~~Manager~~ Director in accordance with application specifications promulgated by the ~~Manager~~ Director. 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 ~~Manager~~ Director shall review it for completeness; and if the ~~Manager~~ Director finds that it is complete, the application shall then be further processed. If the ~~Manager~~ Director finds that the application is incomplete, the ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director shall take action (i) on the application for a sign permit in accordance with Section 7.04.03 or (ii) the ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director shall specify in the rejection the Section(s) of this ordinance, or the applicable plan with which the sign(s) is inconsistent.

The ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director may require within six (6) months and paying any applicable fee. The assignment shall be accomplished by filing a copy of same with the ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 Plan must be submitted to the Man~~Manager~~ Director ager 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 ~~Manager~~ Director within six (6) months of the effective date of the annexation or wthin 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 ~~Manager~~ Director 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 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director may reasonably from time to time determine, provided that the amount of such liability insurance shall be at least $500,000 per occurrence per sign.

g. The conditions of Section 7.04.03 (9) of this ordinance apply.

h. Except for flags of the United States, flags of the State, the City, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction are included herein, provided that such a flag shall not exceed 60 square feet in area and shall not be flown

from a pole the top of which is more than 40 feet in height. Flags of the United States shall not exceed 600 square feet in area. Flags must be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes. Any flag not meeting one or more of these conditions shall be considered a banner sign and shall be subject to regulation as such. ***(Ord. No. 3647, Nov. 28, 2011)***

TABLE 7B PERMITTED SIGN CHARACTERISTICS BY TYPE

No sign shall exceed any applicable maximum number or dimensions or encroach on any applicable minimum clearance shown on this table.

Sign Type	Number Allowed	Maximum Sign Area	Vertical Clearance	
			From sidewalk, private drive	From public street parking
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 DISTRICT **NUMBER, DIMENSIONS, and LOCATION of INDIVIDUAL SIGNS by ZONING**

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 a signed 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 that 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

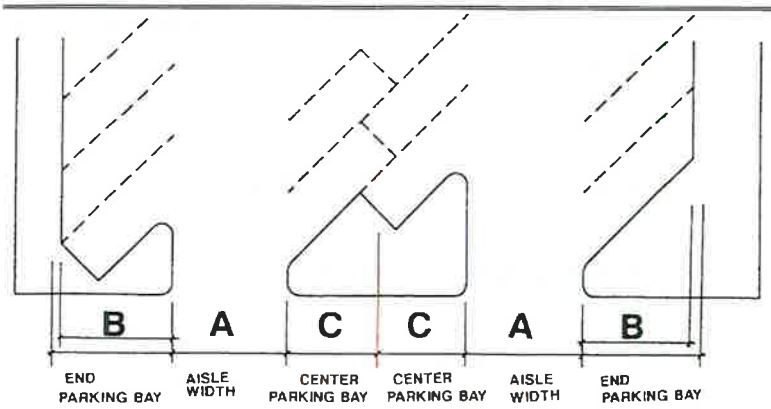
* Stacking requirements are in addition to vehicle being served.

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 ~~Manager~~ Director and City Engineer

Section 8.03 Off-Street Parking and Loading

8.03.01 PURPOSE. All buildings, structures, and uses of land shall provide off-street parking and loading space in an amount sufficient to meet the needs caused by the building or use of land and such parking and loading spaces shall be so oriented that they are in fact readily usable for such purpose. Because of the pedestrian orientation of the core of the central business district it is intended that parking be provided at the periphery of the core.

8.03.02 Each use of land and each building or structure hereafter constructed or established, and each addition to a structure, shall provide off-street parking and loading according to the standards set forth herein. When an addition is made to a building which is nonconforming as to parking or loading, a conforming amount of parking shall be supplied based upon the size of the addition. Parking spaces shall also be provided in accordance with the Americans with Disabilities Act and the Nebraska Accessibility Guidelines.

8.03.03 No addition to an existing building shall be constructed which reduces the number of spaces, area, or usability of existing parking or **loading** space unless such building and its addition, conform with the regulations for parking and loading contained herein. Contractual agreements may be made between uses which generate parking demand at different times in such a manner that the requirements of more than one use may be met by the same space provided the parking demand for each such use involved is in fact met.

8.03.04 Except as otherwise provided, all off-street parking and loading spaces (including parking areas used for the storage of vehicles, boats, and trailers), access, aisles, and driveways shall comply with the following requirements:

1. All such areas constructed after the effective date of this ordinance shall be surfaced with Portland cement concrete (PCC) or asphaltic cement concrete (ACC).
2. Unless a site-specific engineered solution is otherwise proposed, and approved by the city engineer, commercial properties shall utilize a PCC thickness of 7" or an ACC thickness of 9". Industrial properties shall utilize a PCC thickness of 8" or an ACC thickness of 10".
3. All such areas existing as of the effective date of this ordinance shall be surfaced with an approved hard surface as defined below.
4. Gravel or crushed rock driveways which are permitted under the provisions of this ordinance shall not be permitted to have areas of vegetation or exposed dirt. Permitted concrete, asphalt, brick, paving stones and block pavers shall not be permitted to have areas of exposed dirt or grass/weeds/worthless vegetation with greater than three (3) inches of growth.
5. Any property taking access to a public or private street which has been improved with concrete, asphalt, or brick shall provide an apron, improved with concrete, between the street pavement and the property line. Such apron shall be at least as wide as the associated driveway or access. Any property which does not comply with this provision at the time of its approval by the City Council shall be required to come into compliance not later than October 1, 2012.

6. In the event a property has frontage on more than one street, the property owner may, unless otherwise prohibited, determine the street from which to take access. Regardless of which street is used for access, all off-street parking and loading spaces, access, aisles, and driveways shall be provided with an approved hard surface in accordance with this section.
7. The surface of any existing parking pad shall be of a quality greater than or equal to the driveway or access leading to such parking pad.
8. For the purposes of this section, "approved hard surface" for an existing driveway or parking pad shall consist of one of the following materials: concrete, asphalt, brick, paving stones, block pavers, or gravel/crushed rock. For the purposes of Paragraph 7, this list of approved hard surfaces is listed in decreasing degree of quality.
9. The "Hard Surface Committee" consisting of three City Council members appointed by the Mayor, shall hear and decide upon any dispute between a property owner and City staff as to what constitutes an approved hard surface. A property owner's request for a hearing before the Hard Surface Committee shall be submitted in writing on a form provided by the City, which must include payment of the applicable fee as stated in the master fee schedule. Requests submitted without payment of the required fee shall be returned to the property owner.
10. The provisions of this section shall not apply to sales conducted under the terms of a Seasonal Vendor Permit or a permit for the sale of fireworks issued by the City.

(Ord. No. 3663, Feb. 13, 2012)

8.03.05 All parking spaces on concrete shall be a minimum of one hundred sixty-two (162) square feet, and in no event shall any such parking space be smaller **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 ~~Manager~~ Director 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 ~~Manager~~ Director 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 ~~Manager~~ Director, 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 rights-of-way.

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 Rights-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 Planning ~~Manager~~ Director 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 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 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 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 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 ~~Manager~~ Director 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~~ Planning Department 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 **8.12.06** 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 **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 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 16th day of August, 2022.

(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. Ir. 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.

13b.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/06/2024	SUBMITTED BY: Tammi Palm	TITLE: Planning Director
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☑	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to amend Ordinance No. 4105, 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 a staff title change in the Planning Department, the City of Bellevue is proposing to amend the Subdivision Regulations. The title of Planning Manger will be changed to Planning Director.

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:	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. 4147	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

CITY COUNCIL HEARING DATE: February 5, 2024

REQUEST: to amend Ordinance No. 4105, City of Bellevue Subdivision Regulations, regarding minor text amendments for the purpose of updating staff titles.

On January 25, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL of amendments as presented.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Aerni
	Sims						Taylor-Jones
	Jacobson						Bennett
	Ackley						
	Lasenburg						
	Perrin						

Planning Commission Hearing (s) was held on: January 25, 2024

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

We Influence The World!

MEMORANDUM

TO: City Council
FROM: Tammi Palm, Planning Director
DATE: January 30, 2024
RE: Amend Ordinance No. 4105, City of Bellevue Subdivision Regulations regarding staff titles.

The City of Bellevue is proposing to amend Ordinance No. 4105, City of Bellevue Subdivision Regulations, to include updating staff titles.

In 2022, these documents were amended to reflect the staff title change from Planning Director to Planning Manager. In 2023, the Planning Director title was reinstated. This amendment reflects the change.

Attached is a red-line copy of the proposed amendments.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

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~~ Director. 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~~ Director. 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~~ Director.

(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~~ Director.

(13) Upon approval, a computer automated drafting (CAD) file shall be submitted to the Planning ~~Manager~~ Director.

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~~ Director.

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~~ Director 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~~ Director shall notify the subdivider in writing of the findings of the review and the recommendations of the various departments and the ~~manager's~~ director'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~~ Director 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~~ Director does not constitute an approval of the subdivision.

(3) Following the recommendation of the Planning ~~Manager~~ Director, 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~~ Director. 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~~ Director 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~~ Director 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~~ Director, 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~~ Director.

(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~~ Director.

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~~ Director.

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~~ Director 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 revise 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~~ Director.

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~~ Director the information listed in Chapter 3, Preliminary Plats, is not required or has been submitted previously.

Section 5-2. Administrative Approval. The Planning ~~Manager~~ Director or designee shall have the right to approve small subdivision plats in compliance with Section 5-1 of this ordinance. The Planning ~~Manager~~ Director 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~~ Director 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~~ Director.

(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~~ Director 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~~ Director 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~~ Director 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~~ Director or designee has disapproved the plat or has not acted 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~~ Director 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)

(Ord. No. 4105, August 16, 2022)

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 uscs 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.

(c) 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. 4147

AN ORDINANCE TO AMEND ORDINANCE NO. 4105, 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. 4105 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 Director. 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 Director.

(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.

(13) Upon approval, a computer automated drafting (CAD) file shall be submitted to the Planning Director.

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.

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 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 shall notify the subdivider in writing of the findings of the review and the recommendations of the various departments and the director'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 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 does not constitute an approval of the subdivision.
(3) Following the recommendation of the Planning Director, 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 Director. 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 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 Director 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, 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 Director.

(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 Director.

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.

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 Director 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 revise 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 Director.

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 the information listed in Chapter 3, Preliminary Plats, is not required or has been submitted previously.

Section 5-2. Administrative Approval. The Planning Director or designee shall have the right to approve small subdivision plats in compliance with Section 5-1 of this ordinance. The Planning Director 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 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 Director.

(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 or designee shall approve or disapprove the plat within ten (10) working days of the filing date. In the event of disapproval, the Planning Director 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 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 or designee has disapproved the plat or has not acted 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 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)

(Ord. No. 4105, August 16, 2022)

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.

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 _____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

13c.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024			SUBMITTED BY: Public Works		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✓	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

An ordinance creating Water Extension District No. 2024-1

SYNOPSIS/BACKGROUND:

The ordinance creates a water extension district in all of the lots and lands which abut Platteview Road from South 36th Street east to Hidden Valley Drive; a segment of Platteview Road from Hidden Valley Drive northeast to South 24th Avenue; Hidden Valley Drive where it connects with Platteview Road east to South 5th Street; South 5th Street south from Hidden Valley Drive to La Platte Road; La Platte Road east from South 5th Street east to Harlan Lewis Road; and Harlan Lewis Road north from La Platte Road 2,530 feet. The ordinance provides for: the construction of water mains in this district; approval of plans; specifications and cost estimates; the securing of bids; payment for such improvements by issuance of warrants, bond anticipation notes and bonds; and assessment of such improvement costs against the property especially benefited thereby and the levy of general taxes. (Staff recommends waiving three readings)

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends waiver of three readings and approval of the ordinance

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO. 4148

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA CREATING WATER EXTENSION DISTRICT NO. 2024-1; DEFINING THE BOUNDARIES AND LIMITS THEREOF; PROVIDING FOR THE CONSTRUCTION OF WATER MAINS AND OTHER NECESSARY AND INCIDENTAL WORK; APPROVING PLANS, SPECIFICATIONS, AND ESTIMATES OF COST; PROVIDING FOR THE SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH IMPROVEMENTS AND OTHER INCIDENTAL EXPENSES BY THE ISSUANCE OF WARRANTS, BOND ANTICIPATION NOTES AND BONDS; PROVIDING FOR ASSESSMENT OF THE COSTS OF SUCH IMPROVEMENTS AGAINST THE PROPERTY ESPECIALLY BENEFITED THEREBY AND THE LEVY OF GENERAL TAXES; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council hereby deem it necessary and advisable to extend municipal water service to territory beyond the City's existing water system and for such purpose, Water Extension District No. 2024-1 (the **"District"**) of the City of Bellevue, Nebraska (the **"City"**) is hereby created pursuant to Sections 19-2402 to 19-2407, inclusive, Reissue Revised Statutes of Nebraska, as amended.

Section 2. The limits, boundaries and improvements in the District are defined and established as follows:

WATER EXTENSION DISTRICT NO. 2024-1

THE IMPROVEMENTS TO BE CONSTRUCTED IN SUCH WATER DISTRICT AND THE TERMINAL POINTS THEREOF ARE AS FOLLOWS:

Approximately 5,800 feet of 30" ductile iron ("DI") water main along Platteview Road from South 36th Street to Hidden Valley Drive;

Approximately 600 feet of 16" DI water main along Platteview Road from Hidden Valley Drive to the northeast to South 24th Avenue;

Approximately 4,350 feet of 24" DI water main along Hidden Valley Drive from Platteview Road to South 10th Street;

Approximately 4,450 feet of 16" DI water main along Hidden Valley Drive from South 10th Street to South 5th Street;

Approximately 2,800 feet of 16" DI water main east of the Railroad Track East of South 5th Street from Hidden Valley Drive south to East La Platte Road.

Approximately 7,900 feet of 16" DI water main in La Platte Road from South 5th Street to Harlan Lewis Road;

Approximately 2,530 feet of 16" DI and approximately 970 feet of 18" high density polyethylene ("HDPE") water main in Harlan Lewis Road from La Platte Road to the north thereof; and

THE PROPERTY TO BE INCLUDED IN THE DISTRICT CONSISTS OF THE AREA DESCRIBED AS FOLLOWS, AND THE OUTER BOUNDARIES OF THE DISTRICT ARE THE BOUNDARIES WHICH ENCOMPASS EACH SET OF PARCELS WHICH ARE CONTIGUOUS, INCLUDING ANY AND ALL TRANSPORTATION RIGHTS OF WAY WHICH MAY DIVIDE OTHERWISE CONTIGUOUS PARCELS:

All of the lots and lands which abut Platteview Road from South 36th Street east to Hidden Valley Drive; a segment of Platteview Road from Hidden Valley Drive northeast to South 24th Avenue; Hidden Valley Drive where it connects with Platteview Road east to South 5th Street; South 5th Street south from Hidden Valley Drive to La Platte Road; La Platte Road east from South 5th Street east to Harlan Lewis Road; and Harlan Lewis Road north from La Platte Road 2,530 feet.

It is hereby determined that none of such improvements will specially benefit the parcels of land within the District, and all such improvements are hereby declared to be of general benefit to the City and shall be made at public cost. The District and the improvements to be construct therein are all within the corporate limits of the City or the extraterritorial zoning jurisdiction of the City as established pursuant to Section 16-901, Reissue Revised Statutes of Nebraska, as amended.

Section 3. Engineers have prepared detailed plans and specifications for the improvements to be constructed in the District together with an estimate of costs for the same in the amount of $20,118,925, all of which have been filed with the City Clerk and are hereby approved. More detailed descriptions of the size and kind of water mains to be constructed, and the designation of the location and terminal points of the water mains, may be reviewed at the City Clerk's office.

Section 4. The City shall contract with The Metropolitan Utilities District of Omaha for the construction of the improvements to be made in the District in accordance with the applicable provisions of law.

Section 5. The improvements to be constructed in the District shall be made at public cost.

Section 6. For the purpose of paying the costs of the improvements to be made in the District, the Mayor and Council may issue warrants or bond anticipation notes of the City in the form and manner provided by law. To effect the final payment and retirement of such warrants and bond anticipation notes, or to pay for any of the improvements authorized herein, the Mayor and Council shall issue bonds in the manner and form provided by law, which shall be general obligation bonds of the City and paid by a general levy of taxes to pay the same.

Section 7. If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other provision of this Ordinance.

Section 8. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 9. This ordinance shall be published in pamphlet or electronic form in the manner and form provided by law and shall take effect and be in full force from and after its due passage, approval and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this 6th day of February, 2024.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

ORDINANCE NO. 4148

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA CREATING WATER EXTENSION DISTRICT NO. 2024-1; DEFINING THE BOUNDARIES AND LIMITS THEREOF; PROVIDING FOR THE CONSTRUCTION OF WATER MAINS AND OTHER NECESSARY AND INCIDENTAL WORK; APPROVING PLANS, SPECIFICATIONS, AND ESTIMATES OF COST; PROVIDING FOR THE SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH IMPROVEMENTS AND OTHER INCIDENTAL EXPENSES BY THE ISSUANCE OF WARRANTS, BOND ANTICIPATION NOTES AND BONDS; PROVIDING FOR ASSESSMENT OF THE COSTS OF SUCH IMPROVEMENTS AGAINST THE PROPERTY ESPECIALLY BENEFITED THEREBY AND THE LEVY OF GENERAL TAXES; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council hereby deem it necessary and advisable to extend municipal water service to territory beyond the City's existing water system and for such purpose, Water Extension District No. 2024-1 (the **"District"**) of the City of Bellevue, Nebraska (the **"City"**) is hereby created pursuant to Sections 19-2402 to 19-2407, inclusive, Reissue Revised Statutes of Nebraska, as amended.

Section 2. The limits, boundaries and improvements in the District are defined and established as follows:

WATER EXTENSION DISTRICT NO. 2024-1

THE IMPROVEMENTS TO BE CONSTRUCTED IN SUCH WATER DISTRICT AND THE TERMINAL POINTS THEREOF ARE AS FOLLOWS:

Approximately 5,800 feet of 30" ductile iron ("DI") water main along Platteview Road from South 36th Street to Hidden Valley Drive;

Approximately 600 feet of 16" DI water main along Platteview Road from Hidden Valley Drive to the northeast to South 24th Avenue;

Approximately 4,350 feet of 24" DI water main along Hidden Valley Drive from Platteview Road to South 10th Street;

Approximately 4,450 feet of 16" DI water main along Hidden Valley Drive from South 10th Street to South 5th Street;

Approximately 2,800 feet of 16" DI water main east of the Railroad Track East of South 5th Street from Hidden Valley Drive south to East La Platte Road.

Approximately 7,900 feet of 16" DI water main in La Platte Road from South 5th Street to Harlan Lewis Road;

Approximately 2,530 feet of 16" DI and approximately 970 feet of 18" high density polyethylene ("HDPE") water main in Harlan Lewis Road from La Platte Road to the north thereof; and

THE PROPERTY TO BE INCLUDED IN THE DISTRICT CONSISTS OF THE AREA DESCRIBED AS FOLLOWS, AND THE OUTER BOUNDARIES OF THE DISTRICT ARE THE BOUNDARIES WHICH ENCOMPASS EACH SET OF PARCELS WHICH ARE CONTIGUOUS, INCLUDING ANY AND ALL TRANSPORTATION RIGHTS OF WAY WHICH MAY DIVIDE OTHERWISE CONTIGUOUS PARCELS:

All of the lots and lands which abut Platteview Road from South 36th Street east to Hidden Valley Drive; a segment of Platteview Road from Hidden Valley Drive northeast to South 24th Avenue; Hidden Valley Drive where it connects with Platteview Road east to South 5th Street; South 5th Street south from Hidden Valley Drive to La Platte Road; La Platte Road east from South 5th Street east to Harlan Lewis Road; and Harlan Lewis Road north from La Platte Road 2,530 feet.

It is hereby determined that none of such improvements will specially benefit the parcels of land within the District, and all such improvements are hereby declared to be of general benefit to the City and shall be made at public cost. The District and the improvements to be construct therein are all within the corporate limits of the City or the extraterritorial zoning jurisdiction of the City as established pursuant to Section 16-901, Reissue Revised Statutes of Nebraska, as amended.

Section 3. Engineers have prepared detailed plans and specifications for the improvements to be constructed in the District together with an estimate of costs for the same in the amount of $20,118,925, all of which have been filed with the City Clerk and are hereby approved. More detailed descriptions of the size and kind of water mains to be constructed, and the designation of the location and terminal points of the water mains, may be reviewed at the City Clerk's office.

Section 4. The City shall contract with The Metropolitan Utilities District of Omaha for the construction of the improvements to be made in the District in accordance with the applicable provisions of law.

Section 5. The improvements to be constructed in the District shall be made at public cost.

Section 6. For the purpose of paying the costs of the improvements to be made in the District, the Mayor and Council may issue warrants or bond anticipation notes of the City in the form and manner provided by law. To effect the final payment and retirement of such warrants and bond anticipation notes, or to pay for any of the improvements authorized herein, the Mayor and Council shall issue bonds in the manner and form provided by law, which shall be general obligation bonds of the City and paid by a general levy of taxes to pay the same.

Section 7. If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other provision of this Ordinance.

Section 8. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 9. This ordinance shall be published in pamphlet or electronic form in the manner and form provided by law and shall take effect and be in full force from and after its due passage, approval and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this 6th day of February, 2024.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

13d.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 2/6/2024			SUBMITTED BY: Finance		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Issuing bonds for the purpose of financing the water main extension to south Bellevue per contracts with MUD.

SYNOPSIS/BACKGROUND:

The City plans to develop areas in south Bellevue that are not currently served by MUD (water). The City has agreements with MUD to build the water main extension. The estimated cost will be approximately $18 million. The City plans to recover the cost through connection fees although some of those connection fees could be several years out. The City would like to finance the project with bonds.

FISCAL IMPACT:: ~$12,500,000 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:		COUNTER-PARTY:		INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve the issuance of bonds to finance the water main extension. WAIVE THE 3 READINGS.

ATTACHMENTS:

1. Ordinance 4149	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Signed By Attorney

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO. 4149

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024, OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS ($12,500,000) TO PROVIDE FINANCING FOR THE COSTS OF WATER MAIN IMPROVEMENTS FOR THE CITY; PRESCRIBING CERTAIN TERMS AND FORM OF SUCH BONDS AND PROVIDING FOR THE SETTING OF CERTAIN TERMS AND FORM OF SUCH BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council (the **"Council"**) of the City of Bellevue, Nebraska (the **"City"**) hereby find and determine that the Council has duly created Water Extension District No. 2024-1 (the **"District"**) pursuant to Section 19-2402, Reissue Revised Statutes of Nebraska, as amended, and certain improvements were ordered to be constructed in the District by the City through a contract with the Metropolitan Utilities District of Omaha; the aggregate cost of such improvements, and the costs of the issuance of the bonds hereby, is expected to equal or exceed $12,500,000; there remains due and payable by the City for general benefit costs for the construction of improvements in such District, together with legal, fiscal, financing and miscellaneous expenses, not less than $12,500,000; all conditions, acts and things required by law to exist or to be done precedent to the issuance of bonds called district water service extension bonds of district no 2024-1, and also known as General Obligation Bonds of the City, (the **"Bonds"**) in the amount of not to exceed $12,500,000 pursuant to Section 19-2405, Reissue Revised Statutes of Nebraska, as amended, all for the purpose of paying the cost of the improvements and related expenses heretofore described, do exist and have been done in due form and time as required by law.

Section 2. (a) The Bonds may be issued in one or mor series, may be issued from time to time, and each series shall consist of fully registered bonds without coupons, numbered from **R-1** upward, in denominations of **$5,000** or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Section 5**. The Bonds shall be dated the date of delivery thereof (the **"Date of Original Issue"**), shall be due and payable serially on the dates and in the amounts, and shall bear interest at the rates per annum all as provided in the Designation (described herein).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "**Underwriter**"). In connection with such sale, the Mayor, City Administrator or City Finance Director (each, an **"Authorized Officer"**) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "**Designation**"), (i) the aggregate purchase price of the Bonds and the underwriting discount or fee which shall not exceed 0.9% of the aggregate stated principal amount of the Bonds, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title, dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed $12,500,000, and the final maturity date, which shall not be later than September 15, 2035 (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed

4.95%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Registrar and the form and content of any agreement between the City and such entity, and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be subject to redemption at the option of the City prior to the stated maturities thereof at any time on or after the fifth anniversary of the Date of the Original Issue (or on such other date as determined in the Designation), as a whole, or in part from time to time in such principal amount and from such maturity or maturities as the City, in its sole and absolute discretion shall determine, and in the event that less than all of the Bonds of any maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot, at a redemption price of the amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

The Bonds shall be redeemed in whole multiples of $5,000 and if any Bond be in a denomination in excess of $5,000, portions of the principal amount thereof in installments of $5,000 or any multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Ordinance.

Notice of redemption of Bonds stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption to the registered owners at their most recent addresses appearing upon the books of registry, but failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the holder of any Bond, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The City shall give written notice to the Registrar of its election to redeem Bonds at least forty-five days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the City with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as provided on or before the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption, and shall continue to be protected by this Ordinance and entitled to the benefits and security hereof.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually as determined in the Designation (each of such dates an **"Interest Payment Date"**) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner's address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the **"Record Date"**) subject to the provisions of the following paragraph. The principal on the Bonds and the

interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the Registrar is located, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

Section 5. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF BELLEVUE
GENERAL OBLIGATION VARIOUS PURPOSE BOND, SERIES 2024

Interest Rate	**Maturity Date**	**Date of Issue**	**CUSIP Number**
	_____, 20___	**_____, 2024**	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: **DOLLARS**

The **CITY OF BELLEVUE, NEBRASKA** (the **"City"**), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 2024 (each of such dates an **"Interest Payment Date"**) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, _____ (the **"Registrar"**), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner's address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding the date on which interest on this bond is payable (the **"Record Date"**). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of $5,000 and if any bond be in a denomination in excess of $5,000, portions of the principal amount thereof in installments of $5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of $5,000 and integral multiples thereof, of the total principal amount of _____ _____ Thousand Dollars ($_____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of providing financing for water improvements in the City's Water Extension District No. 2024-1, pursuant to Section 19-2405, Reissue Revised Statutes of Nebraska, as amended, and paying the costs of issuance of the series of bonds of which this bond is one. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. ____ of the City (the **"Ordinance"**) duly enacted and by proceedings duly had by the Mayor and Council, and may be called district water service extension bonds of district No. 2024-1.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the

Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Bellevue, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the City, including this bond, does not exceed any statutory limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest on said bonds as the same becomes due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[S E A L]

BOND REGISTRAR AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

_____, Bond
Registrar and Paying Agent

By: _____

[The remainder of this page intentionally left blank]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title: _____

Section 6. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the **"Depository"**), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the **"Representation Letter"**) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a **"Bond Participant"**) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a **"Beneficial Owner"**) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of Section 3(d) of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. An Authorized Officer, or one or more of them, shall designate the Bond Registrar and Paying Agent (the **"Registrar"**) for the Bonds in the Designation. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon

any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Registrar shall not be required to transfer Bonds for a period of 16 days next preceding any interest or principal payment date or to transfer any Bonds for a period of 30 days next preceding any date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved.

Section 9. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 10. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to Underwriter.

Section 11. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby

authorizes the Authorized Officers to covenant and agree to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds.

Section 12. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 13. The proceeds of the Bonds shall be deposited with the City and applied to pay the costs of the improvements in the District as described in Section 1 hereof, and issuance expenses for the Bonds. Pending such application the City Treasurer may hold such proceeds.

Section 14. The City's obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as **"Government Obligations"**), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 15. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Mayor, City Administrator, City Finance Director, City Clerk, City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including, without limitation, and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor, City Administrator and City Finance Director the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper,

appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 16. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 17. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 18. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 19. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED: February 6, 2024.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

13e.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/06/2023			SUBMITTED BY: Harrison Johnson		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✓	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Issuance of Bonds not to exceed $60,000,000 for the Purchase of the Land and Construction of the Bellevue City Water Park

SYNOPSIS/BACKGROUND:

The City of Bellevue intends to issue bonds for the purchase of land and construction of the Bellevue City Water Park, a recreation facility that will be owned by the City. Payments on the bonds will take place over a 15 to 20 year period. While the sales tax revenue will back the bond issuance, the City anticipates that occupation taxes and sales revenue from the Water Park itself will fund the bonding costs.

FISCAL IMPACT:: $60,000,000 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: $7,000,000

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

1. Ordinance 4150
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

ORDINANCE NO. 4150

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX SUPPORTED MUNICIPAL IMPROVEMENT BONDS OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTY MILLION DOLLARS ($60,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO BE OWNED BY THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY A SALES AND USE TAX AND PROPERTY TAX FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF SAID TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET OR ELECTRONIC FORM.

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

Section 1. The Mayor and City Council (the "Council") of the City of Bellevue, Nebraska (the **"City"**), hereby find and determine that:

(a) Pursuant to Ordinance No. 2643, the City imposes a sales and use tax in the amount of 1.50% upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax pursuant to the Local Option Revenue Act (Sections 77-27,142 to 77-27,148, R.R.S. Neb., as amended, the **"Act"**), which Sales Tax may be used by the City for any municipal purpose (the **"Existing Sales Tax"**).

(b) Contemporaneously with the passage of this ordinance, the City is calling an election to be held in conjunction with the statewide primary election on May 9, 2024, (the **"Sales Tax Election"**) on the question of increasing the rate of the sales and use tax from 1.5% to 2.0% (the **"Increased Sales Tax"**). If the voters approve the ballot question at the Sales Tax Election, such Increased Sales Tax shall be used to construct, acquire, improve, furnish, and equip public infrastructure projects, which may include swimming pool and water park facilities. The Existing Sales Tax, together with the Increased Sales Tax if approved by the voters at the Sales Tax Election and when imposed by the City pursuant to an ordinance, are herein referred to as the **"Pledged Sales Tax."**

(c) The City is authorized to issue bonds pursuant to the Act for any municipal purpose, including payment of the costs construct, acquire, improve, furnish, and equip public infrastructure projects, which may include swimming pool and water park facilities, (together, the **"Project"**) and to pledge receipts of the Pledged Sales Tax and dedicate a portion of its property tax levy authority as provided in Section 77-3442, R.R.S. Neb., as amended, for payment of such bonds.

(d) All conditions, acts and things required to exist or to be done precedent to the issuance of Tax Supported Municipal Improvement Bonds, Series 2024, (or such other title as determined in a Designation as described below, the **"Bonds"**) of the City of Bellevue, Nebraska, in one or more series in the aggregate principal amount of not to exceed Sixty Million Dollars ($60,000,000) pursuant to the Act to provide financing for a portion of the cost of the Project do exist and have been done as required by law.

Section 2. (a) To provide funds for the purpose of paying and reimbursing the costs of the Project as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the Tax Supported Municipal Improvement Bonds of the City in one or more series, in the aggregate stated principal amount of not to exceed Sixty Million Dollars ($60,000,000); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount.

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the **"Underwriter"**). In connection with such sale, the Mayor, City Administrator and Finance Director (each, an **"Authorized Officer"**) are each individually hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a **"Designation"**), the following with respect to the Bonds: (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 0.90% of the aggregate stated principal amount thereof; (ii) the form and contents of any bond purchase agreement in connection with such sale; (iii) for each series, the title, dated date, aggregate principal amount (which aggregate stated principal amount shall not exceed $60,000,000; provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount; (iv) the final maturity date, which shall not be later than September 15, 2030, provided that any or all portions of the maturity schedules may be structured such that the amortization period and future repayment schedule (after refinancing) is longer than the initial term of the financing (commonly referred to as a balloon payment); (v) the principal amounts maturing in each year and whether maturities will be issued as serial or term bonds; (vi) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 5.9%; (vii) the principal payment dates and interest payment dates; (viii) whether to establish a debt service reserve fund for each series of Bonds, and the amount and provisions related such debt service reserve fund; (ix) the prepayment provisions whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued

interest to the date of redemption; (x) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds; (xi) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity; (xii) whether interest on each series of Bonds shall be taxable or tax-exempt and the appropriate covenants and restrictions for the Bonds applicable to such determination; and (xiii) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable on such dates as determined in the Designation, each an "Interest Payment Date", and the Bonds shall bear interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the

contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. UMB Bank, N.A., West Des Moines, Iowa, is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that the City reserves the right to designate a bank or trust company to serve in such capacity and upon such agreed terms as may be determined in the Designation by one or more Authorized Officers or at any time by the Mayor at the Mayor's discretion. If a bank or trust company is designated, such bank or trust company shall serve as Paying Agent and Registrar in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City in the form as an Authorized Officer shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate

principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City as said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date as may be determined in the Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of $5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or

otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in Bellevue, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF NEBRASKA
COUNTY OF SARPY

CITY OF BELLEVUE, NEBRASKA
TAX SUPPORTED MUNICIPAL IMPROVEMENT BOND, SERIES 2023

No. R-__ **$_____**

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
%	_____, 20___	_____, 2023	

Registered Owner: **Cede & Co.**
13-2555119

Principal Amount: _____ **DOLLARS**

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Bellevue, Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on _____, 20___, and semiannually thereafter on _____ and _____ of each year (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond is payable upon presentation and surrender of the bond at the office of UMB Bank, N.A., West Des Moines, Iowa, as Paying Agent and Registrar. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars ($_____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure improvements of the City as more fully described in Ordinance No. ____ (the "Ordinance") legally passed and approved by the Mayor and City Council of said City on _____, 2024. The issuance of this bond and the bonds of this issue has been authorized by proceedings duly had and the Ordinance.

All Bonds of this issue are subject to redemption at the option of the City, in whole or in part, at any time on or after _____, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in $5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Bellevue, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, as described in the Ordinance, the City of Bellevue, Nebraska, has pledged funds received and to be received from revenues from the City's Pledged Sales Tax as defined and described in the Ordinance, with receipts from such Pledged Sales Tax to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City has covenanted and agreed in the Ordinance that it shall designate a portion of its property tax authority pursuant to Section 77-3442, R.R.S. Neb., as amended, in such amount as will provide funds which, together with receipts from the Pledged Sales Tax as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this bond and the other bonds of the same issue as the same fall due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and City Council of the City of Bellevue, Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

THE CITY OF BELLEVUE, NEBRASKA

(facsimile signature)
Mayor

ATTEST:

(facsimile signature)
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by Ordinance of the Mayor and City Council of the City of Bellevue, Nebraska, described in the foregoing bond.

UMB BANK, N.A., WEST DES MOINES, IOWA
as Paying Agent and Registrar

By: _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 8. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Series 2022 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to

the Treasurer of the City who shall be responsible therefor under his/her official bond and such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Neb., as amended, and shall cause the same to be filed with the Auditor of Public Accounts of the State of Nebraska. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the purchase price thereof plus accrued interest thereon to date of payment of the Bonds. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, a copy of which shall be delivered to the Underwriter.

Section 10. The proceeds of the Bonds shall be applied to the costs of the Project as described in Section 1 hereof, including payment of any related warrant indebtedness and issuance expenses for the Bonds. Pending such application the City Treasurer shall hold such proceeds.

Section 11. The Bonds are special obligations of the City payable from, and secured as to the payment of principal and interest by a pledge of the Pledged Sales Tax, as defined and described in Section 1 of this Ordinance. The City hereby pledges the Pledged Sales Tax to the payment of the principal of and interest on the Bonds. The pledge of the Pledged Sales Tax herein includes a pledge of the Increased Sales Tax, if and when approved at the Election and imposed by the City by ordinance in accordance with the Act. The City hereby further agrees that it shall dedicate such portion of its property tax levy authority (as provided in Section 77-3442, R.R.S. Neb., as amended) as is necessary to provide funds which, together with receipts from the Pledged Sales Tax as pledged to the payment of the Bonds and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds as the same fall due (including mandatory sinking fund redemptions). The pledge of the Pledged Sales Tax provided for in this Section 11 for the Bonds shall not prevent the City from otherwise applying receipts from the Pledged Sales Tax in any year for any other purpose permitted by law. In addition, the City further reserves the right to issue additional bonds payable on par with the Bonds equally and ratably secured by a pledge of receipts from the Pledged Sales Tax, and to further encumber its property tax levy authority from time to time.

Section 12. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 13. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all

of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 14. The Authorized Officers are each hereby authorized to designate each series or subseries of bonds as bearing interest which is exempt (as to taxpayers generally) from Federal income tax on the Bonds (bonds which are part of each such series or subseries are herein referred to as a **"Tax-Exempt Bonds"**). The City hereby covenants with the purchasers and holders of any Bonds issued hereunder as Tax-Exempt Bonds that it will make no use of the proceeds of Tax-Exempt Bonds, including monies held in any sinking fund for the payment of principal and interest on such Tax-Exempt Bonds, which would cause the Tax-Exempt Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder with respect to the Tax-Exempt Bonds throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Tax-Exempt Bonds. The City hereby authorizes the Authorized Officers, or any one or more of them, as, if and to the extent appropriate, to designate a series of the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenant and warrant on behalf of the City that the City does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than $10,000,000 during the calendar year in which such series of Bonds are issued (taking into consideration the exception for current refunding issues). The City agrees to take all further actions, if any, necessary and appropriate to qualify any Bonds designated pursuant

to Section 265(b)(3)(B)(i)(III) of the Code as such "qualified tax-exempt obligations" as and to the extent permitted by law.

Section 15. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds

may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 17. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this ___ day of February, 2024.

THE CITY OF BELLEVUE, NEBRASKA

By: _____
Mayor

ATTEST:

_____
City Clerk

14a.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/06/2024			SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Event License Application for Thanksgiving Church to hold their Annual Community Easter EGGstravaganza at Thompson Park on Saturday, March 23, 2024 from 9:30 AM to 2:00 PM (Actual Event from 11:00 AM to 1 PM) Alternate Date - March 30, 2024

SYNOPSIS/BACKGROUND:

This is an Annual Community Easter Event which will be held at Thompson Park on Saturday, March 23, 2024 with an Alternate Date of Saturday, March 30, 2024 from 9:30 AM to 2:00 PM (Actual Event from 11:00 AM to 1 PM).

FISCAL IMPACT:: $50 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of application for Thanksgiving Church to hold their Annual Community Easter EGGstravaganza at Thompson Park on Saturday, March 23, 2024 from 9:30 AM to 2:00 PM (Actual Event from 11:00 AM to 1 PM) with an Alternate Date - March 30, 2024.

ATTACHMENTS:

1.	Application for Event License	2.	Comments from PD, Streets, & Parks	3.	Certificate of Insurance from Thanksgiving Church
4.	Certificate of Insurance from Cherish Riding	5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Organization Name: Thanksgiving Church Date: 1/25/24

Contact Person Information for Organization:

Name: Tammy Reuss Phone: 531-205-7523 Email: tammy.reuss@thanksgiving.church

Address: 3702 370 Plaza City: Bellevue State: NE Zip: 68123

Event Information:

Event Name: Annual Community Easter EGGstravaganz

Location of Event/Alternate Location:
Thompson Park

Dates of Event: 3/23/24 Alternate Dates: 3/30/24 Hours of Event: 11AM-1PM (9:30-2 for set up and clean up)

What Provisions, if applicable, have been made for the following:

1. Sanitary Facilities: 2 Outhouses A-Relief Services
2. Running Water: No water needed
3. Power: We will use generators
4. Parking: We will block off with cones designated areas around the park to drop off equipment
5. Insurance: Thanksgiving Church & Cherish Riding

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. **I understand the $50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.**

Signature of Applicant: Tammy Reuss

Police Department Requests:

We would love if the police department can be at the event like they have in the past. We would always use them to keep things in control and jump into help wherever needed. If they want, they would like to do anything else that would be great. I am not sure having a police car on the park premises would work for display. No cars on the park property. If the police department would like to lead a fun activity that would be great! We have sack races, tug of war. Maybe they have something they would like to include in the community event.

Parks Department Requests:

Allow us to have 2 outhouse place near the pickle ball courts.

Street Department Requests:

to supervise and control traffic. We do not block off with cones specific areas around the park for trucks to drop off equipment. We need those side streets available for these trucks and some parking. We understand if the city will need to block off some for the streets for emergency. But we need to have at least 1 or 2 of the streets around Thompson park available.

Special Request:

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 1/31/24.
City Council hearing date: 2/6/24
License Fee of $50 paid on: _____ **Receipt #:** _____

THANLUT-01 DDIDOMIZIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100289987
American Church Group
2855 S 70th Street Ste 101
Lincoln, NE 68506

CONTACT NAME: Julie Hubbart
PHONE (A/C, No, Ext): (720) 764-2944 FAX (A/C, No):
E-MAIL ADDRESS: jahubbart@americanchurchgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Brotherhood Mutual Ins Co	13528
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Thanksgiving Lutheran Church
Harold Carlson
3702 S 370 Plaza
Bellevue, NE 68123

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		26M5A0477216	5/26/2023	5/26/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER: General Aggregate							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In accordance with the Additional Insureds provision endorsed to the policy in the Liability and Medical Coverage Form (BGL-11), City of Bellevue is named as additional insured on the policy in relation to the Easter egg hunt at Thompson Park, 151 W 26th Ave Bellevue, Nebraska on Sunday, March 23rd, 2024.

CERTIFICATE HOLDER

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jordan M. Isaacson

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From: Tammy Reuss
To: Susan Kluthe; Karen Chandler
Subject: [EXT] City permit for community easter egg hunt in march
Date: Wednesday, January 24, 2024 10:32:41 AM

Good morning Susan. Karen gave me your contact info.

I am contacting you regarding our annual community easter egg hunt in Olde Towne Bellevue at Thompson park. I am with Thanksgiving Church, the Event Coordinator for the Light House Neighboring movement in Olde Towne Bellevue.

We have the park reserved with Parks & rec for Saturday, March 23 11-1 (10-2 for set up and breakdown) and an alternative snow date March 30th same times. We would like to request a permit to have the city request approval for this at your next city meeting.

The Annual Easter Egg Hunt is FOR the community and BY the community. To enrich the community by providing an atmosphere where individuals and families can come as they are and develop relationships. To build a stronger community by discovering the joy of becoming a contributor to the development and well-being of others in their community. The community, individuals, businesses, churches and organizations come together and provide bounce houses, face painting, Balloon art, Easter basket prizes, a live DJ, adult give aways, Hotdog feed, easter rabbit mascot for pictures, possible horse rides , sack races, lots of eggs filled with candy, relay races and more! We bring our own grills, tables, music equipment and bounce houses.

We would also like to request a permit have the horse rides this year. The organization is Tiffany Preston with the Cherish Riding Association. Her number is 402-651-9749. She has supplied her horses and ponies at many commuity events.She will have 2-4 horses on a designated area in the park. She will provide two volunteers to supervise per horse. She will park on the road, She always agrees to clean up after the horses! And she has her own insurance. Thanksgiving Church also has our own insurance. Contact person for that would be Denise or Tracy at 402-202-1732.

Please let me know what else I have to do to get the ball rolling!

Tammy Reuss
Community Easter Egg Hunt Cooridnator
tammy.reuss@thanksgiving.church
or personal email: ugetfit2@ymail.com
531-205-7523

City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
(402) 293-3007

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

☐ Police Department
- ☐ Sgt. Larry Lampman
- ☐ Capt. Kurt Stroeher

☐ Parks Department
- ☐ Jim Shada
- ☐ Mark Blackburn

☐ Streets Department
- ☐ Bobby Riggs

☐ Public Works Department
- ☐ Dave Goedeken

FROM: Susan Kluthe

DATE: January 25, 2024

SUBJECT: Recommend approval of an event license application for Thanksgiving Church for Annual Easter EGGstravaganza to be held at Thompson Park on Saturday, March 23, 2024 from 11:00 a.m. to 1:00 p.m. (9:30 a.m. setup/2:00 p.m. cleanup). Inclement weather alternate date: Saturday, March 30, 2024.

Please make comments on the above request and return to Susan Kluthe, by Tuesday, February 1, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

☒ Comments ☐ No Comments

PD will provide 2 officers to assist with traffic control.

Cpt. K. Stroeher #171
Signature or Fill in Your Name

1-26-24
Date

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
(402) 293-3007

☐ Police Department
- ☐ Sgt. Larry Lampman
- ☐ Capt. Kurt Stroeher

☐ Parks Department
- ☐ Jim Shada
- ☐ Mark Blackburn

☒ Streets Department
- ☒ Bobby Riggs

☐ Public Works Department
- ☐ Dave Goedeken

FROM: Susan Kluthe

DATE: January 25, 2024

SUBJECT: Recommend approval of an event license application for Thanksgiving Church for Annual Easter EGGstravaganza to be held at Thompson Park on Saturday, March 23, 2024 from 11:00 a.m. to 1:00 p.m. (9:30 a.m. setup/2:00 p.m. cleanup). Inclement weather alternate date: Saturday, March 30, 2024.

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☐ Comments ☒ No Comments

Signature or Fill in Your Name

Date 01/26/2024

City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
(402) 293-3007

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

☐ Police Department
- ☐ Sgt. Larry Lampman
- ☐ Capt. Kurt Stroeher

☒ Parks Department
- ☐ Jim Shada
- ☒ Mark Blackburn

☐ Streets Department
- ☐ Bobby Riggs

☐ Public Works Department
- ☐ Dave Goedeken

FROM: Susan Kluthe

DATE: July 20, 2023

SUBJECT: Recommend approval of an event application for Thanksgiving Church for Annual Community Easter EGGstravaganz to be held at Thompson Park on Saturday, March 23, 2024 from 11:00 a.m. to 1: 00 p.m. (9:30 a.m. to 2:00 p.m. for setup and cleanup) Inclement weather Alternate date: Saturday, March 30, 2024.

Please make comments on the above request and return to Susan Kluthe, by, ***Tuesday, February 1, 2024.*** I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

☐ Comments ☒ No Comments

Karen Chandler
Signature or Fill in Your Name

1/25/2024
Date

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
(402) 293-3007

☐ Police Department
- ☐ Sgt. Larry Lampman
- ☐ Capt. Kurt Stroeher

☐ Parks Department
- ☐ Jim Shada
- ☐ Mark Blackburn

☐ Streets Department
- ☐ Bobby Riggs

☒ Public Works Department
- ☒ Dave Goedeken

FROM: Susan Kluthe

DATE: January 25, 2024

SUBJECT: Recommend approval of an event license application for Thanksgiving Church for Annual Easter EGGstravaganza to be held at Thompson Park on Saturday, March 23, 2024 from 11:00 a.m. to 1:00 p.m. (9:30 a.m. setup/2:00 p.m. cleanup). Inclement weather alternate date: Saturday, March 30, 2024.

Please make comments on the above request and return to Susan Kluthe, by Tuesday, February 1, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

☐ Comments ☒ No Comments

David Goedeken
Signature or Fill in Your Name

1/25/24
Date

Notice of Public Hearing
Annual Community Easter EGGstravaganza

Pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, February 6, 2024, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the Event License Application for Thanksgiving Church to hold their Annual Community Easter EGGstravaganza on Saturday, March 23, 2024 from 9:30 a.m. to 2:00 p.m. (Actual Event from 11:00 a.m. to 1:00 p.m.), Alternate date would be Saturday, March 30, 2024, same time, at Thompson Park, Bellevue.

The meeting is open to the public and the public is encouraged to attend. Requests for special accommodations must be placed with the City Clerk at least forty-eight hours prior to the meeting.

Susan Kluthe
City Clerk

15a.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/06/2024			SUBMITTED BY: Harrison Johnson		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION	✓	CURRENT BUSINESS		OTHER	

SUBJECT:

Resolution of approval for Design and Construction & Management Services Agreement with American Resort Management

SYNOPSIS/BACKGROUND:

This item grants approval for signature of the Mayor on the Design and Consultation and Management Service Agreements with American Resort Management (ARM). These will effectively allow the city to formalize the partnership with ARM to build and operate the Bellevue City Water Park.

FISCAL IMPACT:: Est. $5,000,000 #5 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	Yes	COUNTER-PARTY:	American Resort Manaement	INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:	Design and Construction & Management Services Agreement with American Resort Management				
CONTRACT EFFECTIVE DATE:	02/27/2024	CONTRACT TERM:	5 Years	CONTRACT END DATE:	2031
PROJECT NAME:					
START DATE:	02/27/2024	END DATE:		PAYMENT DATE:	TBD
INSURANCE REQUIRED:	Yes				
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

1.	Design & Construction Agreement	2.	Management Services Agreement	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

CITY OF BELLEVUE

RESOLUTION NO. 2024-02

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA APPROVING AGREEMENTS WITH AMERICAN RESORT MANAGEMENT LLC FOR DESIGN AND CONSTRUCTION CONSULTATION SERVICES FOR AN INDOOR WATER PARK PROJECT AND FOR MANAGEMENT OF THE WATER PARK

WHEREAS, the City of Bellevue desires to develop and own an indoor water park project (the "Water Park Project") located in Bellevue Nebraska, and to retain a facilities manager to operate the water park;

WHEREAS, American Resort Management LLC ("ARM") has expertise in the area of water park resort project development and facilities management and desires to provide consulting services related to such expertise;

WHEREAS, City desires to engage the consulting services of ARM to assist in the planning of the Water Park Project as described above and in the management of the water park, in the event that City is successful in securing a suitable location, financing, needed infrastructure, and other governmental formalities for the Water Park Project, as more fully set forth in the Design and Construction Consulting Agreement with ARM, attached hereto as Exhibit A, and the Management Services Agreement with ARM, attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bellevue, Nebraska, that the City shall enter into the Design and Construction Consulting Agreement with American Resort Management LLC the Management Services Agreement with American Resort Management LLC, and the Mayor and City Clerk be and they are hereby authorized to execute on behalf of the City said Agreements in substantially the form presented but with any changes as such officers shall deem appropriate for and on behalf of the City.

This resolution shall be in full force and take effect from and after adoption as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

CITY OF BELLEVUE, NEBRASKA

_____
Mayor Rusty Hike

ATTEST:

_____
City Clerk

WATER PARK

DESIGN AND CONSTRUCTION CONSULTING AGREEMENT

THIS CONSULTING AND CONFIDENTIALITY AGREEMENT ("Agreement') is made, effective as of February 7, 2024 ("Effective Date"), by and between **AMERICAN RESORT MANAGEMENT, LLC, a Pennsylvania limited liability company** ("ARM"), and **CITY OF BELLEVUE** ("City").

WHEREAS, ARM has expertise in the area of water park resort project development and facilities management and desires to provide consulting services related to such expertise;

WHEREAS, City desires to develop an indoor water park project (the "Water Park Project") located in Bellevue Nebraska;

WHEREAS, City desires to engage the consulting services of ARM to assist in the planning phase of the Water Park Project as described above, in the event that City is successful in securing a suitable location, financing, needed infrastructure, and other governmental formalities for the Water Park Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises between the parties hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement. City hereby engages ARM to provide consulting, expertise, and assistance in the areas of water park resort project development and management in connection with the Water Park Project.

2. Services. The consulting services provided under this Agreement ("Services") shall assist the City in programming, design assistance regarding structures, systems, equipment, materials and fixture selections, and preparing the needed infrastructure for the Water Park Project. ARM shall perform various services pursuant to this Agreement, including, but not limited to the items in "Attachment I". Other services may be performed by ARM pursuant to this Agreement as mutually determined by the parties hereto from time to time, in writing, and in which case they shall become part of the Services.

3. Compensation. The City shall pay unto ARM monthly fees (the "Fee") for providing the aforesaid Services hereunder during the Term as set forth below.

- A monthly flat Fee of $12,500 per month (DESIGN/BUILD FEE), starting on the Effective Date and continuing until the date that is 6 months before opening.
- Beginning 6 months before opening, a monthly flat Fee of $25,000 per month (PREOPENING) until opening.
- Upon the expiration of the Term or if this Agreement is rightfully terminated pursuant to Section 7, then the City's obligation to continue to pay Fees ceases upon such termination.

4. Management Agreement. Effective upon opening, a management fee may be negotiated between the Parties pursuant to a separate Management Services Agreement.

EXHIBIT A

5. **Expense Reimbursement.** In addition to the Fee, ARM shall be entitled to reimbursement of all reasonable, ordinary, and necessary out-of-pocket expenses incurred by ARM in the performance of its duties hereunder; including, but not limited to, reasonable travel expenses. If ARM is required to travel on behalf of City, City shall reimburse ARM for: (i) mileage at the IRS approved standard rate for automotive travel; (ii) coach class airfare (if traveling by air); and (iii) accommodations and meals at actual cost, assuming all such foregoing costs are reasonable. Together with the invoices described in Section 6 herein below, ARM shall provide City with an itemized expense report for all reimbursable expenses incurred by ARM on behalf of the City during a given time period. City may request to examine receipts and documentation for any expenses ARM seeks reimbursement for. City shall pay such reasonable reimbursable expenses unto ARM as provided in said Section 5 hereof. ARM may not seek reimbursement for overhead or administrative items such as insurance, rent, secretaries, software licenses, leases, cell phones, and the like.

6. **Payment.** ARM shall submit a monthly invoice to City by the 5th day of the month with itemized reimbursement requests, and City shall pay ARM undisputed amount billed by the last day of the same calendar month. Undisputed amounts not received by ARM in a timely manner, but no later than 30 days after submission of the monthly invoice, shall incur interest at the rate of 10% per annum. With regard to disputed amounts, the parties shall promptly use good faith efforts to reconcile any such dispute.

7. **Term/Termination.** The term of this agreement ("Term") shall commence on the Effective Date continue until terminated in accordance with this Section. Either party may terminate this with or without cause by providing 30 days prior written notice to the other party. Upon termination of this Agreement, all outstanding invoices and expense reports for Services performed through the effective date of the termination shall become immediately due and payable.

8. **Confidentiality.**

a) **Nondisclosure.** The parties acknowledge and agree that each party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Recipient") in connection with the Water Park Project and this Agreement. In consideration of the Recipient receiving Confidential Information, the Recipient will: (i) use the Confidential Information solely for the Authorized Use; (ii) not, without the prior written consent of the Disclosing Party, disclose the Confidential Information to any Person other than its officers, directors, managers, and professional advisors, prospective lenders or investors (each a "Representative") who need to know the Confidential Information in connection with the Authorized Use; (iii) advise any Representative to which the Confidential Information is disclosed of the confidentiality obligations in this Agreement; (iv) take reasonable measures to prevent the unauthorized disclosure and misuse of the Confidential Information; and (v) restrict the reproduction of Confidential Information to the extent necessary to provide the Confidential Information to its Representatives in connection with the Authorized Use. For the purposes of this Agreement, the "Authorized Use" shall mean the performance of any party's obligations under this Agreement, and with respect to the City, in connection with the development of the Water Park Project.

b) **Confidential Information.** For the purposes of this Agreement, "Confidential Information" shall mean all non-public commercial or proprietary information of ARM and/or their suppliers, financiers, lenders, or clients, their business or activities that are proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information which, by

the nature of the circumstances surrounding their disclosure, ought in good faith to be treated as confidential, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." "Confidential Information" shall also include any information that the Nebraska Revised Statutes deem appropriate for withholding, including but not limited to the information enumerated in Nebraska Revised Statute § 84-712.05.

Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a party's breach of this Agreement; (ii) is obtained by a party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) the receiving party establishes by documentary evidence, was in its possession prior to disclosure hereunder; or (iv) was or is independently developed by a party without using any Confidential Information. Upon request, any party in possession of Confidential Information of the other party shall promptly return all such Confidential Information. City shall be entitled to injunctive relief for any violation of this Section.

c) **Required Disclosures**. If the Recipient is required by a court order to disclose any Confidential Information, the Recipient will: (i) promptly notify the Disclosing Party of the existence, terms, and circumstances of such requirement so that the Disclosing Party may, at its own expense, seek a protective order for, or take steps to resist or limit the scope of the requirement; (ii) use reasonable efforts to cooperate with the Disclosing Party in seeking a protective order for, or taking steps to resist or limit the scope of the requirement; and (iii) if a protective order is not obtained, disclose only that portion of the Confidential Information that the Recipient is required, in the opinion of its counsel, to disclose, and use reasonable efforts to obtain confidential treatment for the Confidential Information that is disclosed.

d) **Confidentiality Term.** This confidentiality provision shall survive for a period of TWO (2) years after the termination of this Agreement; provided that any Confidential Information that constitutes trade secrets shall remain subject to the confidentiality obligations in this section 8 until such time that the information loses its trade secret protection other than due to an act or omission of the Recipient or its affiliates.

9. Non-solicitation. During the term of this Agreement and for a period of TWO (2) years after the termination of this Agreement, each party agrees not to seek to persuade any of the other party's employees, consultants, directors, or officers to discontinue their association with the other party or become involved directly or indirectly in any endeavor that might compete with the other party's business.

10. [Intentionally Omitted].

11. Responsibility for Misconduct. ARM shall have no liability whatever for damages suffered on account of the willful misconduct or negligence of any employee, owner, director or officer, or agent of City, or any prospective lender, seller, or investor. City shall have no liability whatever for damages suffered on account of the willful misconduct or negligence of any employee, owner, director or officer, or agent of ARM, or any prospective lender, seller, or investor.

12. Indemnification. In consideration of the benefits conferred upon the parties by this Agreement, each party (each an "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and

its affiliates and each of their members, managers, officers, directors, agents, and employees (collectively, "Indemnified Persons" and individually, an "Indemnified Person") from and against all losses, costs, damages, penalties, fines, claims, suits, actions, fees, and expenses of every kind and nature, including reasonable attorneys' fees and costs of defense (collectively, "Losses"), that the Indemnified Person incurs, directly or indirectly, arising from the negligence, gross negligence, or misconduct of the Indemnifying Party related to this Agreement; provided, the Indemnifying Party shall not indemnify or hold harmless any Indemnified Person for any losses, to the extent that such arises from the gross negligence, negligence, or willful misconduct of any of the Indemnified Persons. In addition, the ARM Indemnify Party shall indemnify, defend, and hold harmless any City Indemnified Person for any Losses arising from a claim that City's use of the Services or Deliverables (as defined below) infringe or will infringe on any Intellectual Property Rights of any third party.

13. Standard of Care; No Assurance of Success. ARM shall provide the Services described herein (a) in good faith and in a timely, professional, workmanlike and commercially reasonable manner, (b) using personnel of required skill, experience, and qualifications, (c) in accordance with the highest industry standards in ARM's field, (d) in compliance with all applicable laws, and (e) to the reasonable satisfaction of the City. Except as expressly provided in the preceding sentence or otherwise explicitly set forth in this Agreement, ARM makes no warranties or representations of any kind or nature, express or implied, relating to ARM's services hereunder. ARM specifically disclaims all warranties or representation considering the Water Park Project, including without limitation, any warranties or representation regarding City's ability to commence, construct, finance, or complete the Water Park Project and any financial projections on economic sustainability, profitability or longevity of water park operations.

14. Ownership of Intellectual Property.

a) City is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein, subject to ARM's exclusive right to include the Deliverables as part of any future presentation to like entities. ARM agrees, and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for City. To the extent that any of the Deliverables do not constitute a "work made for hire", ARM hereby irrevocably assigns, and shall cause its personnel to irrevocably assign to City, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. ARM shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

b) Upon City's request, ARM shall, and shall cause its personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist City to prosecute, register, perfect, or record its rights in or to any Deliverables.

c) ARM and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. ARM hereby grants City a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with Section 20), non-sublicensable, license to use any Pre-Existing Materials to the

extent incorporated in, combined with or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by ARM.

d) City and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the City Materials, including all Intellectual Property Rights therein. ARM shall have no right or license to use any City Materials except solely during the term of this Agreement to the extent necessary to provide the Services to City. All other rights in and to City Materials are expressly reserved by City.

e) City agrees that all Novel Materials that ARM conceives, makes, or develops because of performance under this Agreement, whether or not reduced to practice and whether or not patentable or subject to copyright, alone or in conjunction with any other party and whether or not at the request of or upon the suggestion of the City, shall be the sole and exclusive property of ARM. ARM agrees to grant City a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with Section 20), non-sublicensable, license to use any materials that fall under this provision, to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables. All other rights in and to the "Novel Materials" are expressly reserved by ARM.

f) For the purposes of this Section 14, the following terms shall have the meanings set forth below:

i. "City Materials" means documents, data, know-how, methodologies, software, and other materials provided to ARM by or on behalf of City.

ii. "Deliverables" means all documents, work product, and other materials that are delivered to City hereunder or prepared by or on behalf of ARM in the course of performing the Services.

iii "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

iv. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, provided by or used by ARM in connection with performing the Services, in each case developed or acquired by the ARM prior to the Effective Date.

v. "Novel Materials" means all new or novel concepts, ideas, inventions, discoveries, creations, innovations, know-how, apparatus, techniques, or methods not currently in existence as of the Effective Date of this Agreement.

15. Nature of Relationship. No employer/employee relationship is created by this Agreement. It is agreed that ARM and its employees are independent contractors in connection with the performance of its

services to City pursuant to this Agreement. Further, no agency is created by this Agreement. Neither party has the authority or ability to bind the other party to agreements or contracts.

16. Notices. All notices, claims, certificates, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) or e-mailed with delivery receipt, as follows:

(1) If to City:

CITY OF BELLEVUE
City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
jristow@bellevue.net

and

City Attorney
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
abataillon@bellevue.net

(2) If to ARM:

American Resort Management, LLC
3165 S. Carrier Parkway
Grand Prairie, Texas 75052
Attention: Richard Coleman, CHA
rcoleman@armpallc.com

17. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of the Agreement shall remain in full force and effect. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. Construction. No ambiguity hereunder shall be construed against the drafting party.

19. Counterparts. This Agreement is executed in two counterparts, each of which shall be deemed an original, and together shall constitute one and the same document, with one counterpart being delivered to each party.

20. Assignment. Neither party shall have the right to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the City may assign this Agreement as follows without the prior written consent of ARM: (a) to its successor by merger, consolidation or sale of all, or substantially all, of City's assets, (b) to an acquirer of all or a significant portion of the assets of an identifiable division or business segment of City, or (c) to a wholly owned subsidiary (in which case the City shall remain liable for the Fees). This Agreement shall be binding upon and inure to the benefit of successors and assigns of respective parties hereto.

21. Waiver of breach. The waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereunder.

22. Governing Law. This agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without regard to its provisions on conflict of laws. All disputes that cannot be quickly resolved shall be brought in a state court located in Sarpy County, Nebraska, or the United States District Court for Nebraska located in Omaha or Lincoln, Nebraska. The foregoing courts with subject matter jurisdiction shall be the exclusive venue for litigation between the parties.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties with reference to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral.

24. Insurance. During the Term, each party shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate, automobile insurance, and workers' compensation insurance as required by the applicable state. ARM shall also maintain and carry professional liability insurance with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Upon request, each party shall provide the other with a certificate of insurance from such party's insurer evidencing the insurance coverage specified in this Agreement. Except where prohibited by law, each party shall require its insurer to waive all rights of subrogation against the other party's insurers and the other party or the Indemnified Persons. Failure to have adequate insurance is a breach of this Agreement.

25. Remedies. Remedies provided in this Agreement are cumulative in nature and are in addition to those remedies provided in law and in equity for breach.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused their corporate and entity names to be signed to this instrument, as applicable, by their proper members/managers and/or officers, thereunto duly authorized, all as of the day and year first hereinabove written.

AMERICAN RESORT MANAGEMENT, LLC, a Pennsylvania Limited Liability Company

By: _____
Richard P. Coleman
Its: Member/Manager

CITY OF BELLEVUE

By: _____
Mayor Rusty Hike

Attest:

_____
City Clerk

Attachment I Phased Scope of Services
Consulting and Pre-Opening Development Proposal

Administrative and General

1.) Communication – Consultant will make sure key members of ARM staff are available as needed. Phone communications to key members of ARM is 24 hours a day. Emails are addressed and answered with sensitivity to time as called for or speculated. Scheduling of conference calls and site visits will be scheduled with as advance notice as possible, but Consultant commits to making necessary arrangements as needed.

Communication is Key to a successful relationship between Consultant and Client. Consultant will participate in any routine communications as requested and at a minimum will produce a weekly update advising on status of Consultants efforts.

2.) Assist as needed in developing the "Project Team" to include feasibility study, architects, engineers, contractors, construction manager, designers and other industry professionals as required to develop an innovative and unique project.

3.) Assist as needed in the supervision of the Water Park Project, ensuring work performance as economical and efficient as possible. The consultant will not have the authority to approve change orders. The consultant will at times make recommendations to the client for such change, which will be at their sole discretion to make or decline approval.

4.) Assist with developing preliminary Project Program and Plan and a project budget. The consultant shall assist as needed with the architect and construction manager to prepare a final Guaranteed Maximum Price, for final approval by client.

5.) Full detailed financial modeling- Develop multi-year financial projections. Consultant will work with existing resort management, to develop optimum revenue splits for package and formulas for disbursing the same to revenue centers.

Within the financial projections that will be provided by the consultant will be projected operating costs. All financial projections will be supported by narrative(s) describing/demonstrating the calculations, formulas and theories used regarding same.

6.) Assist with the submission of the Water Park Project. Within this scope consultant will be available to assist or produce:
   a. Resort Business Plan
   b. Financial Projections
   c. Operating Budget
   d. Staffing Guide/Plan
   e. Sales & Marketing Plan
   f. Operational Plan

7.) Consultant will be on site as required prior to FF&E installation/Training per functional area. At the time of large staff training and just prior to opening consultant has programmed to have a number of team members on site appropriate to "launch" each operational area.

DEPARTMENTAL SERVICES RECAP:

REVIEW AND CONSULTATION, AQUATIC/ AND OTHER REVENUE OUTLET AREAS

Duties of Consultant

1.) Provide recommended programming and assist in working with established design team or assist in assembling design team to work within recommended programming that substantiates financial modeling.

2.) Furnish all-in, program budgets and final job cost report (or capital detail report) for like-developments. Program budgets to include historical GMP estimates from General Contractor and other major prime contractors (pool contractor, slide packages, etc.) involved in like-developments.

3.) Review and analyze plans for the facility at incremental design deliverable stages, i.e. 50% Design Documents, 100% Design Documents, 50% Construction Documents, etc. Provide comments regarding any concerns regarding same and propose operational "solutions".

4.) Draft Performance Projections (See Administrative and General)

5.) Package and pricing – Provide recommendations for packaging and pricing for water park components as well as participate in general discussions regarding entire resort packaging and pricing. Consideration will be given to resort guests as well as the various transient markets.

6.) Review attraction locations, capacity, traffic flow, public space layout, safety and security and guest access points. Develop operational strategies and discuss with Client regarding impact on financial projections.

7.) Review architectural design plans for back of house functionality and storage. Provide feedback on space and accommodations proposed for the money room, proportionate ratio of storage space, sales and marketing staff and management offices.

8.) Analyze accommodations for citizens with disabilities.

9.) Participate in discussions regarding thematic designs making recommendations as to functionality and its effects on the overall guest experience as well as potential operating costs.

10.) If requested, assist in the procurement FF&E for the aquatics floor and public spaces.

11.) Discuss with engineers and review mechanical engineering specifications with regards to the filtration and air handling systems and analyze projected economic impact.

12.) Discuss with engineers and review proposed attraction plumbing schematics ensuring a redundancy system for ease of serviceability and to minimize attraction down time.

13.) Review all proposed control systems using historical performance as a benchmark in any necessary discussions with engineers, etc.

14.) Consultant to work with specialty retail and others to develop preventative and routine maintenance programs as well as develop strategies to maximize life cycles of all equipment.

15.) Review proposed mix and placement of revenue centers including lockers, kiosks, food and beverage, etc.

16.) Identify and make recommendations as to revenue centers having a high level of profitability and guest satisfaction, making sure demographics and operational functionality are considered.

17.) Review gate admission areas from a safety, security, and loss control standpoint.

18.) Analyze the guest experience with regards to traffic flow and control.

19.) Review and make recommendations regarding Information Technology (I.T.), Point of Sale (POS) and telecommunication systems, so that appropriate space and environment is created for computer servers as well as to cabling needs for current configuration as well as for future expansion. Recommendations will also be made regarding proposed fire and security panels including monitoring contracts.

20.) Provide written reports and comments after reviewing each set of prints and other documents.

21.) Keep open lines of communication with the architects and contractors.

22.) Make regular site visits and attend project meetings as requested during the term of the contract.

AQUATICS OPERATIONS DEVELOPMENT

Duties of Consultant

1.) During the park operations development phase, we focus our efforts on pre-opening activities of the aquatics and public space areas.

2.) Efforts include the development and staffing of aquatics areas, including coordination of certification of life safety systems.

3.) Develop operational strategies based on volumes for all attractions and operational areas of the Water Park Project.

4.) Implementation of Aquatics safety program to include furnishing editable Word document of historical and similar safety manual for like-facilities.

5.) Recruitment and prescreening of key management positions and key staff.

6.) Creation and implementation of guest service experience training programs.

7.) Design of zone validation and verification of insurance/regulatory requirements.

8.) Assist in development of all Orientation and training programs for all operational area(s).

9.) Assist in modifying as needed existing I.T. systems and P.O.S. systems.

10.) Writing of all operational policies and procedures specific to the needs of your development.

11.) Creation of operational S.O.P. to include furnishing editable Word document of historical and similar S.O.P.'s for like-facilities.

12.) Assist as requested in the development of signage packages for aquatic and public space areas.

13.) Development of all cash control and reporting procedures.

14.) Assist the HR department in the creation of a Water Park Associate Handbook to include furnishing editable Word document of historical and similar associate handbook for like-facilities.

15.) Provide Initial training for all Water Park Project and other management staff.

16.) Assist in the commissioning and trial periods of all attractions.

17.) Establish operating standards for all mechanical areas.

18.) Set-up accounting procedures & financial reporting standards for onsite staff.

19.) Work with owner's risk department in developing necessary reports and information needed to obtain required insurance.

20.) Available for regular site visits as needed during the term of the contract.

RESERVATION CENTER DEVELOPMENT

Duties of Consultant

1.) Assist with all phases of developing and setting up your reservation center.

2.) Selection of Software and Hardware Package.

3.) Assist with the bidding and selection of a telecommunication and IT System and the programming to maximize tracking reports for future projections.

4.) Creating packages that fit target demographics and theme of resort.

5.) Hire and train a Reservation Center Manager.

6.) Make recommendations for Yield and Rate Management to maximize occupancy and rates.

7.) Review rate strategies and continue to make recommendations to maximize revenues.

8.) Identify suppliers for package items that will generate incremental up-grade revenue.

9.) Assist with creation and placement of a Pre-opening marketing and advertising.

SALES AND MARKETING

Duties of Consultant

1.) Develop plan for sales and marketing team. Provide suggested organizational chart and job descriptions/scope of responsibility for positions within.

2.) Develop Sales and Marketing plan and make comments/observations regarding same.

3.) Assist in developing all goals and standards for Sales staff members including reporting standards for same.

4.) Develop and launch pre-opening marketing campaign including developing a pre-opening budget and placement of advertising.

5.) Create an advertising campaign to appeal to targeted demographics and that promotes the theme of the Water Park.

6.) Re-recruiting and prescreening for an agreed upon sales staff based on the size and direction of the Water Park and assisting with targeting key accounts and high impact audiences.

7.) Lead the selection and be the owner's representative to the Ad Agency, facilitating all pre-opening buys, coordination of media placement, planning the Opening Gala, solicit and recruit, when possible, free publicity.

8.) Identify and recommend sources of "most impact advertising".

9.) Develop S.O.P. Manuals for the sales and marketing office.

10.) Assist as needed in reviewing existing corporate sponsorships and make recommendations regarding development of corporate sponsorships.

11.) Lead efforts in developing logos and collateral graphic materials.

12.) Lead efforts in facilitating the development of website.

RETAIL CONSULTATION AND DEVELOPMENT

Duties of Consultant

1.) Analyze site plans for retail space(s).

2.) Make recommendations for additional revenue center opportunities.

3.) Produce to scale Plan-O-Grams that detail the traffic flow and merchandise equipment required in the operation of the retail space(s).

4.) Develop budget for suggested merchandising equipment.

5.) Assist in procuring equipment.

6.) Make recommendations regarding required I.T. / P.O.S. systems.

7.) Assist in the installation of I.T. / P.O.S. systems.

8.) Determine the most suitable and profitable merchandise to sell.

9.) Establish contacts with wholesale vendors.

10.) Develop par levels and order guides for all merchandise.

11.) Develop and write a procedural S.O.P.

12.) Recruit, hire and train key staff members and assist with general staffing.

13.) Produce staffing and labor guidelines.

14.) Provide pricing suggestions that achieve desired gross profit margins.

15.) Assist in initial retail location(s) set up and stocking,

16.) Develop accounting and reporting standards.

FOOD AND BEVERAGE CONSULTATION AND DEVELOPMENT

Duties of Consultant

1.) Analyze site plans for food and beverage space(s).

2.) Make recommendations for additional revenue center opportunities.

3.) Assist in producing menu(s) that deliver a variety of quality offerings to the resort guests.

4.) Review and make comments regarding kitchen and equipment layouts.

5.) Review and make suggestions regarding budget for suggested equipment, F.F. & E., O.S. & E. and small wares.

6.) Assist as requested in procuring equipment.

7.) Assist in setting up required I.T. / P.O.S. systems.

8.) Determine the most suitable and profitable items to sell.

9.) Assist in developing par levels and ordering guides for all ingredients.

10.) Review existing or assist in development of recipe cards and theoretical food and beverage costs.

11.) Review existing and or develop a procedural S.O.P.

12.) Recruit, prescreen and train key staff members and assist with general staffing.

13.) Assist HR in producing staffing and labor guidelines.

14.) Provide pricing suggestions that achieve desired gross profit margin.

15.) Assist in initial food and beverage location(s) set up and stocking.

16.) Assist in modifying or developing accounting and reporting standards.

MANAGEMENT SERVICES AGREEMENT
FOR
CITY OF BELLEVUE NEBRASKA

This Management Services Management Agreement is entered into by and between the CITY OF BELLEVUE NEBRASKA ("City") and American Resort Management, a Pennsylvania Limited Liability Company ("ARM" or "Manager").

Recitals

WHEREAS, City desires to construct and own an indoor/outdoor water park located in Bellevue, Nebraska(the "Facility"); and

WHEREAS, Manager is in the business of providing management services for water parks, hotels, resorts and facilities which are ancillary thereto, including (but not limited to) restaurants, gift shops and so forth; and

WHEREAS, City desires to retain Manager to operate and manage the Facility; and

WHEREAS, City and Manager desire to set forth their agreement with respect to the operation and management of the Facility.

NOW THEREFORE, and intending to be legally bound hereby, the Parties agree as follows:

I. Definitions and Related Matters

1. Definitions and Related Matters.

1.1. Definitions. Unless the context already otherwise requires, for purposes of this Agreement, the terms set forth in Section 1.1.1 through 1.1.14, below, shall have the meanings indicated therein.

1.1.1. Agreement. The term "Agreement" means this Management Services Agreement and any exhibits or schedules thereto. The term "Agreement" also includes any amendments to this Agreement which may be entered into by the parties.

1.1.2. Annual Budget. The term "Annual Budget" means the budget which is approved by City and Manager with respect to each Fiscal Year pursuant to the process outlined in Section VI. Financial Matters in this Agreement.

1.1.3. Commencement Date. The term "Commencement Date" means the date on which Manager takes over the management and operation of the Facility, as set forth in Section 2.3, below.

EXHIBIT B

1.1.4. Commercial Activities. The term "Commercial Activities" means the operational duties encompassed in this Agreement.

1.1.5. Corporate Employee or CE. The terms "Corporate Employee or "CE" mean a person who is employed or otherwise retained by Manager and who does not render services exclusively with respect to the Property. CEs include but are not limited to: 1) accounting personnel employed by Manager to provide accounting and other financial services to clients of Manager generally; and 2) human resources and relations managers employed by Manager to provide personnel services with respect to facilities managed by Manager for clients of the Manager generally; 3) marketing department employed by Manager to provide marketing and branding development services; and 4) Risk management and legal affairs personnel employed by Manager to provide risk management and legal work for Manager generally.

1.1.6. Effective Date. The term "Effective Date" means the date on which this Agreement is fully executed.

1.1.7. Facility. The term "Facility" refers specifically to the indoor/outdoor waterpark to be constructed in Bellevue, Nebraska and the subject of this Agreement and may be used interchangeably with the term "Property."

1.1.8. Fiscal Year. The term "Fiscal Year" means commencing October 1 and ending September 30. The term "Fiscal Year" also includes a "Short Fiscal Year", as defined in Section 1.1.17, below.

1.1.9. Manager. The term "Manager" means American Resort Management, LLC, limited liability company (ARM), and a party to this Agreement.

1.1.10. Operating Account. The term "Operating Account" means the account established pursuant to Section 4.2, below, into which all revenues generated by the Facility shall be deposited and from which all expenses associated with the operation of the Facility shall be paid.

1.1.11. City. The term "City" means the City Of Bellevue Nebraska and a party to this Agreement.

1.1.12. City Employee or OE. The terms "City Employee" and "OE" mean a person who is an employee of the City.

1.1.13. Parties. The term "parties" means the City Of Bellevue Nebraska and ARM, LLC.

1.1.14. Property. The term "Property" means the indoor/outdoor waterpark to be constructed in Bellevue, Nebraska and may be used interchangeably with the term "Facility". The term "Property" does not include any facility or activity of the City, which is not described in this Section 1.1.7 or the subject of this Agreement.

1.1.15. Property Specific Employee or PSE. The terms "Property Specific Employee" or "PSE" mean a person who is employed by Manager and whose duties relate exclusively to providing services with respect to the Property. PSEs would normally include, but are not limited to, maintenance personnel, aquatics personnel, housekeeping personnel, admissions personnel, restaurant personnel (if applicable), and so forth.

1.1.16. Reimbursable Expenses. The term "Reimbursable Expenses" means budgeted expenses incurred by Manager in performing its duties under this Agreement with respect to the Facility and which are reimbursable to Manager pursuant to the terms of this Agreement, or which are otherwise identified as Reimbursable Expenses in this Agreement. "Reimbursable Expenses" are more specifically described in Article V, below.

1.1.17. Short Fiscal Year. The term "Short Fiscal Year" means those periods of time (1) from the Commencement Date to the beginning of the next Fiscal Year and (2) from the end of the prior Fiscal Year to the termination of this Agreement, and which does not encompass a full Fiscal Year, *i.e.*, a full twelve months.

1.1.18. Term. The term "Term" means the time period that this Agreement is in effect. The term "Term" includes the initial term and any renewal term, as more specifically described in Section 7.1, below.

1.2. Recitals and Schedules. The recitals and schedules to this Agreement shall be considered a part of this Agreement, as if fully set forth herein.

1.3. Number. For purposes of this Agreement, the singular shall include the plural and the plural the singular, as the context may require.

1.4. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements of the parties with respect thereto. For the sake of clarity and the avoidance of doubt, this Agreement does not relate to any pre-opening or similar services with respect to the Facility, including but not limited to the Design and Construction Consulting Agreement between City and ARM.

1.5. Amendment. This Agreement may only be amended by a writing which has been executed by and authorized representatives of each party, as defined in Section 1.1.13.

II. Retention of Manager

2. Retention of Manager.

2.1 Generally. City hereby engages Manager on an exclusive basis to operate and manage the Property on behalf of the City during the term of this Agreement. Manager hereby accepts such engagement.

2.2 Retention and Appointment of Manager. Subject to the limitations and terms and conditions of this Agreement, the City, hereby appoints Manager to act as the sole

and exclusive manager of the Property and as the exclusive agent for the City for all non-governmental matters related to the management of the operations of the Property during the term of this Agreement until the expiration or termination of this Agreement.

2.3 Commencement Date. The date on which the Manager shall commence to operate and manage the Property as Manager (the "Commencement Date") shall be the first day on which the Property opens for business.

2.4 Expenses Incurred Prior to Commencement Date. It is understood that, following the Effective Date of this Agreement, the Manager shall incur expenses prior to the Commencement Date which relate to the operation and management of the Property on and after the Commencement Date, and which are necessary to enable the Manager to operate and manage the Property on and after the Commencement Date effectively and efficiently. Such expenses include, but are not limited to, the hiring of PSEs, pre-Commencement Date wages of PSEs, and so forth. Such expenses shall be Reimbursable Expenses. The reimbursement of such expenses shall be in addition to, but shall not be duplicative of, any amounts paid by City to Manager pursuant to a pre-opening services agreement, including but not limited to the Design and Construction Consultation Agreement between City and ARM, between City and Manager.

2.5 No Representation or Warranty of Financial Performance. City acknowledges and understands that the financial performance of the Property will be affected by many factors which are beyond the reasonable control of the Manager, and which are unpredictable. Accordingly, City understands and agrees that: (1) Manager has not made, and Manager cannot make, any representations or warranties as to the financial performance of the Property during the term of this Agreement; and (2) the Agreement of the City and Manager as to the Annual Budget, as contemplated by Section 4.1, below, does not and will not constitute a representation or warranty by the Manager as to the financial performance of the Property during the Fiscal Year to which such Annual Budget relates.

III. Management Obligations and Authority of Manager

3. Management Obligations and Authority of Manager.

3.1 Generally. Subject to the terms and conditions of this Agreement, Manager shall have the exclusive right, authority, and discretion to direct, supervise, manage and operate the Property on a day-to-day basis during the term of this Agreement. Such authority shall include, but not be limited to, the authority to contract to purchase such goods and services from third party vendors as may, in the judgment and discretion of the Manager, be reasonable and appropriate to operate the Property in an effective and efficient manner.

3.2 Specific Obligations and Authority.

3.2.1 Operations. Manager shall have the authority to make all determinations relating to the day-to-day operations of the Property. Such operational decisions include, but are not limited to: (1) establishing admission rates and policies; (2) establishing rental rates and charges for goods and services provided to guests and other third parties at the Property; and (3) establishing the hours of operation for each facility within the Property.

3.2.2 Collection of Revenues.

3.2.2.1 Generally. Manager shall use commercially reasonable efforts to collect all revenues due with respect to the Property. Expenses incurred by Manager with respect to such collection efforts shall be a Reimbursable Expense to the extent that such expenses are not paid directly from the Operating Account.

3.2.2.2 Certain Tax Obligations. Manager shall have the obligation to collect, account for and remit to the appropriate taxing authorities, on behalf of the City, any taxes levied upon the operation of the Property, including, without limitation, sales and use taxes, amusement taxes, franchise tax and so forth. For the sake of clarity and the avoidance of doubt, Manager shall not be responsible for collecting and remitting any income taxes or similar tax obligations of the City arising out of or relating to income generated by the Property.

3.2.3 Utilities. Manager shall have the authority to contract with electrical, water, gas, sewer, cable/satellite television and other utility providers to provide utilities to the Property.

3.2.4 Cleaning and Related Services. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide cleaning, waste management, and related services to the Property.

3.2.5 Maintenance. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide maintenance services to the Property.

3.2.6 Supplies. Manager shall have the authority to contract with third party vendors to acquire all necessary supplies and related services necessary for the operation of the Property. Such supplies and related services include, but are not limited to, aquatic supplies, linen services, cleaning materials, restroom supplies, and articles normally and customarily furnished to guests as part of the aquatic, food and beverages, tableware, furnishings, restaurant supplies and guest shop inventory.

3.2.7 FFE Replacement. Manager shall have the authority to contract with third party vendors to acquire (by purchase and/or lease) furnishings, fixtures, and equipment for use in the operation of the Property in the ordinary course of business and the

cost of which does not exceed $25,000 per item. Such items include but are not limited to: (1) cash registers; (2) kitchen equipment; (3) cleaning equipment; (4) vehicles for guest transportation; (5) furniture and furnishings; and (6) office equipment.

3.2.8 Public Relations, Advertising and Promotion. Manager shall have the authority to contract for the provision of advertising and promotional materials and services with respect to the Property. Such advertising and promotional materials and services include, but are not limited to: (1) television, radio and other media forms of advertising; (2) participation in reservation services; (3) entering into arrangements with third parties to create promotional packages in which the Property participates; and (4) engaging in or otherwise supporting community and/or charitable activities which promote the image and presence of the Property among potential customers and referral sources. The Manager shall develop, implement and periodically update an on-going marketing program for the Property.

3.2.9 Licenses and Permits. Manager shall obtain and keep in full force and effect on behalf of City or in City's name, as may be required by applicable law, any and all licenses and permits necessary for the operation of the Property, as and to the extent that such licenses and permits are within the control of the Manager. City shall fully cooperate with the Manager in applying for, and maintaining in effect, all such licenses and permits.

3.2.10 Certain Costs and Expenses. The Manager shall have the obligation and authority to oversee and manage the payment of all mortgage and interest payments related directly to the Property, lease payments, insurance premiums, real estate and personal property tax assessments and similar costs and expenses associated with the operation and maintenance of the Property. Such expenses shall be paid from the Operating Account.

3.2.11 Other Duties and Authority. The enumeration of certain specific obligations and authority of the Manager in Sections 3.2.1 through 3.2.10, above, is not intended to limit the generality of Section 3.1, above, but rather is provided for clarity and the avoidance of doubt. Subject to the terms, conditions and limitations of this Agreement, it is intended that the Manger shall have full authority to operate and manage the Property, and to do all things, in the name of and/or on behalf of the City, which are reasonably necessary to operate and manage the Property.

3.3 Contracting Authority.

3.3.1 Generally.

3.3.1.1 In the Name of Manager. The Manager may enter into contracts relating to the operation and/or management of the Property in the name of the Manager. In this regard, the City and the Manager acknowledge that it may be advantageous to have the Manager contract, in the Manager's name, for goods or services to be provided to the

Property. All expenses and financial obligations relating to or arising under such contracts shall be Reimbursable Expenses. To the extent that such contracts may relate to multiple facilities managed by Manager, such expenses and financial obligations will be allocated to the Property on an equitable basis.

3.3.2 Limitations on Contracting Authority.

3.3.2.1 Monetary Limitation. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of the Property which reasonably can be expected to exceed, in any Fiscal Year, $30,000.00 in value, without the prior written consent of the City.

3.3.2.2 Term. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of Property, the term of which extends beyond the initial term of this Agreement or any renewal term then in effect, or for a term of more than one year, whichever is shortest, without the prior written consent of the City. In determining the term of any such contract, the term will be deemed to expire on the earliest date as of which the contract may be terminated by the City or Manager (as the case may be), without penalty or other early termination charges.

3.3.2.3 Consent Through Approval of Annual Budget. For purposes of this Section 3.3.2, any required consent of the City shall be deemed to have been given if the contract in question has been accounted for and reasonably disclosed in the Annual Budget for the Fiscal Year in question and such Annual Budget has been approved by the City.

3.4 Employees.

3.4.1 Generally. Except as otherwise set forth on Schedule 3.4.1 to this Agreement, the City and the Manager acknowledge that the Property shall be operated and managed solely by Corporate Employees (CEs) and Property Specific Employees (PSEs), and City Employees (OEs) may participate in the operation of the Property, with approval from Manager and without compensation from the Manager. Any City Employee involved in the operation of the Property must be subject to City's worker's compensation coverage.

3.4.2 Hiring. The Manager shall have the sole authority, in the Manager's sole discretion, to hire, train, promote, supervise, direct the work of and discharge all CEs and PSEs providing services with respect to the Property.

3.4.3 Compensation and Benefits. Consistent with the applicable Annual Budget, Manager shall have the right to fix the terms of compensation, to pay incentive compensation, and to provide employee benefits to all CEs and PSEs providing services with respect to the Property. Such employee benefits may include, but are not limited to, pension plans, health insurance, life insurance, disability insurance and similar employee benefit plans. For the sake of clarity and the avoidance of doubt, the City and the Manager expressly acknowledge and agree that it is their intent that such compensation and benefits be reasonably

sufficient to attract and retain employees in, and to otherwise remain competitive within, the employee workforce market in which the Property is located.

3.4.4 Certain Tax Matters Related to Employees. It is expressly understood and agreed that all CEs and PSEs providing services to the Property will be the employees of the Manager for all purposes, including, without limitation, federal, state and local tax and reporting purposes. City acknowledges and agrees that Manager, as the employer of all of the CEs and PSEs providing services to the Property, shall be entitled to all federal, state and/or local tax credits or benefits allowed to employers relating to the CEs and PSEs, including, without limitation, the Work Opportunity Tax Credit, The Targeted Jobs Tax Credit, and similar tax credits: *Provided, however*, that Manager shall pay all incremental fees, if applicable, to qualify for such tax credits.

3.4.5 Reimbursement of Expenses Related to PSEs and CEs.

3.4.5.1 Generally. Except as set forth in Section 3.4.5.2, below, with respect to CEs, all expenses incurred by the Manager with respect to CEs and PSEs shall be Reimbursable Expenses. Such expenses include, but are not limited to: (1) wages; (2) benefits of any type, including, without limitation, workers compensation insurance and benefits, pension benefits, health insurance, disability insurance, life insurance, sick benefits, severance pay and vacation pay; (3) the Manager's share of employee trust fund taxes, including (without limitation) FICA, FUTA and similar federal, state and local taxes or impositions paid by the Manager with respect to the CE or PSE; (4) employee expense reimbursement owed by the Manager to CEs and PSEs; and (5) professional expenses, including (without limitation) legal, accounting and actuarial services required by the Manager with respect to any employee matters including (without limitation) workers compensation claims, unemployment compensation claims, other employment based claims and pension administration.

3.4.5.2 CEs. The parties acknowledge that CEs shall normally provide services with respect to multiple facilities managed by the Manager. An allocable portion of all expenses incurred by the Manager with respect to CEs shall be Reimbursable Expenses. Such allocation shall be equitably based upon the amount of time spent by the CE in question providing services to the Property as compared to time spent by such CE with respect to matters unrelated to the Property.

3.4.5.3 Certain Employee Expenses Related to Termination of this Agreement. The City and Manager acknowledge and agree that: (1) the Manager will be required to terminate all PSEs and, potentially, certain CEs, upon termination of this Agreement; and (2) the Manager will incur certain expenses related to the termination of the employment of such PSEs and CEs. The City and the Manager agree that such termination-related expenses shall be Reimbursable Expenses. Termination related expenses include, but are not limited to: (1) compensation in lieu of vacation pay and sick leave; (2) reasonable severance pay; (3) unemployment benefit obligations; (4) COBRA liability; (5) WARN Act liability; and (6) such other termination benefits as are due the terminated employee pursuant to law and/or which arise under benefit plans established by the Manager pursuant to Section 3.4.3, above. The

provisions of this Section 3.4.5.3 shall be applicable regardless of the basis upon which this Agreement is terminated, or the reason(s) therefor.

IV. Financial Matters

4. Financial Matters

4.1 Annual Budget

4.1.1 Adoption Generally. Not less than 90 days prior to the beginning of each Fiscal Year, Manager shall prepare and submit to City for City's approval a written budget for such Fiscal Year (the "Annual Budget"). The Annual Budget shall set forth in reasonable detail all revenues projected to be generated and all expenses projected to be incurred in the operation and management of the Facility. The Annual Budget shall also include a capital budget identifying any capital improvements or replacements (such as, but not limited to, fixtures, furnishings, and equipment) to be paid for from operating revenues during the Fiscal Year in question. The City shall approve or disapprove the proposed Annual Budget as soon as practicable following its receipt, but in no event later than 45 days following its receipt from the Manager, provided, however, that City shall not withhold its approval with respect to costs that are reasonably necessary to comply with Applicable Law. If the City fails to approve or disapprove the proposed Annual Budget in writing within 60 days after its receipt, the City shall be conclusively deemed to have approved the proposed Annual Budget. If the City disapproves of the proposed Annual Budget, the City and the Manager will consult for the purpose of reaching agreement on the Annual Budget. City and Manager shall use commercially reasonable efforts to resolve any such objections. If the Annual Budget is not approved by the City after consulting with Manager, then the previous year's budget will apply, subject to reasonable increases in operating costs adjusted per the applicable year's CPI Index as published by the Bureau of Labor Statistics (BLS), unless the City adopts a new budget.

4.1.1. Fiscal Year. The Fiscal Year is set from October 1 to September 30 for each year of the Term of this Agreement.

4.1.2. Short Fiscal Year. Not less than 90 days prior to the Commencement Date, Manager shall prepare and submit to City for City's approval a written Annual Budget for the Short Fiscal Year, which shall begin on the Commencement Date and end on September 30.

4.1.3. Amendment of Annual Budget. An Annual Budget may be amended at any time upon approval by the City.

4.1.4. Adherence to Annual Budget. The Manager will exercise commercially reasonable efforts to adhere to the Annual Budget in the operation and management of the Property. In particular, the Manager will exercise commercially reasonable

efforts to hold or reduce costs in the event that revenues do not attain the budgeted levels, so as to maintain the profitability of the Facility to the extent reasonably possible. Notwithstanding the foregoing, City acknowledges, understands and agrees that: (1) certain components of the Annual Budget, including, without limitation, overall revenues, utility costs, costs associated with events of *force majeure*, and so forth, are not within the control of Manager; (2) certain expenses are either fixed or are not otherwise subject to the control of the Manager, including, without limitation, Facility related expenses such as loans; and (3) Manager cannot guarantee that, and Manager makes no representation or warranty with respect to, (a) the gross revenues of the Facility, (b) the overall expenses to be incurred in the operation and management of the Facility, and (c) the profitability of the Facility.

4.2. Operating Account.

4.2.1. Establishment. A bank account at a bank agreed upon by the City and the Manager which shall be identified as the "Operating Account" for the Facility shall be established. The Operating Account shall be subject to the terms, conditions and limitations set forth in this Agreement. The Operating Account shall be a single account, but may have such sub-accounts (including, but not limited to, reserve accounts for capital repairs and improvements) as may be agreed upon by the Manager and the City. The Manager shall have the authority to withdraw funds to fund approved expenditures and contractual obligations from the Operating Account during the term of this Agreement.

4.2.2. Operation of Operating Account.

4.2.2.1. Revenues. The Manager shall cause all revenues derived from the operation of the Facility to be deposited into the Operating Account: *Provided, however,* that the Manager shall be entitled to keep such petty cash on hand at the Facility as is reasonable and necessary to operate the facilities located at the Facility on a day-to-day basis, including, but not limited to, guest shops, restaurants and so forth.

4.2.2.2. Expenses. The Manager shall cause all expenses incurred in the operation and management of the Facility to be paid from the Operating Account. Such expenses include, but are not limited to: (1) all Reimbursable Expenses; (2) all expenses and payment obligations incurred with respect to contracts for goods and/or services entered into by the Manager in the name of the City pursuant to the terms of this Agreement; (3) any expenses which are identified in this Agreement as being payable from the Operating Account; and (4) any expenses which are agreed upon by the Manager and City as being payable from the Operating Account. To the extent that any sub-accounts may have been established by agreement of the Manager and the City, funds from such sub-accounts shall only be used by Manager for the purposes for which the

sub-account in question was established, or as may otherwise be agreed to in writing by the Manager and the City.

4.2.2.3. Minimum Balance. The City and the Manager agree that the operation of the Facility requires a minimum amount of working capital. Accordingly, unless otherwise agreed upon by the Manager and City, there shall at all times be maintained in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) an amount equal to 6 weeks, unless at the City's discretion, the account could be lowered to 4 weeks of operating expenses. If the balance in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) falls below 4 weeks, the Manager shall so advise the City and the City shall, within three (3) business days, deposit an amount in the Operating Account sufficient to cause the balance of the Operating Account to be equal to or greater than such minimum required balance.

4.2.2.4. Disbursement of Excess Funds to City. The Manager shall disburse to the City funds in the Operating Account which are in excess of the minimum balance requirement set forth in Section 4.2.2.3, above. Such disbursements shall be made on a quarterly basis, or at such other times as may be agreed upon by the City, or as may be set forth in the Annual Budget.

4.2.2.5. Initial Funding. On such later date as may be agreed upon by the City and the Manager, the City shall initially fund the Operating Account by depositing an amount as agreed upon by the City and the Manager. The Initial Funding shall be comprised of amounts required to fully fund pre-opening operational costs to include, but not be limited to, marketing, training, inventory establishment, and other required pre-opening expenditures.

4.3. Obligation of City to Fund Operations. Under no circumstances shall the Manager be obligated to fund the operations and expenses of the Facility, and Manager shall have no obligation to advance funds for such purposes. The Manager may suspend providing management services under this MSA should funding for the operations and expenses of the waterpark be unavailable.

V. Reimbursement of Expenses of Manager

5. Reimbursement of Expenses of Manager.

5.1. Generally. It is the understanding and agreement of the City and Manager that the City shall reimburse to Manager: (1) all direct, out-of-pocket expenses incurred by the Manager in the performance of the Manager's obligations under this Agreement; and (2) to the extent expressly provided for in this Agreement, indirect expenses (such as, but not limited to,

allocations for services provided by CEs) incurred by the Manager in the performance of the Manager's obligations under this Agreement.

5.2. Specific Items Reimbursable.

5.2.1. Generally. The provisions of 5.2 are not intended to limit the application or generality of Section 5.1, above, but rather are set forth herein for the purposes of clarity and the avoidance of doubt.

5.2.2. Property Specific Employer Expenses.

5.2.2.1. Wages, Benefits and Related Items. All expenses incurred by the Manager with respect to PSEs shall be Reimbursable Expenses, as more specifically set forth in Section 3.4.5.1, above.

5.2.2.2. Termination Expenses. All expenses incurred by the Manager in connection with the termination of PSEs, as more specifically described in Section 3.4.5.3, above, shall be Reimbursable Expenses.

5.2.3. Corporate Employee Expenses.

5.2.3.1. Wages, Benefits and Related Items. Subject to the limitations set forth in Section 3.4.5.2, above, all expenses incurred by the Manager with respect to work performed by CEs with respect to the Property shall be Reimbursable Expenses, as more specifically set forth in Section 3.4.5.1, above.

5.2.3.2. Termination Expenses. All expenses incurred by the Manager with respect to the termination of CEs, as more specifically described in Section 3.4.5.3, above, shall be Reimbursable Expenses.

5.2.4. Professional Expenses. The City and the Manager acknowledge that the Manager is authorized to retain professional advisors (including, without limitation, legal, accounting, engineering, and environmental advisors) with respect to matters arising out of or relating to the operation and management of the Property. It is contemplated that such advisors will be compensated by direct disbursement from the Operating Account. However, to the extent that any such expenses may be paid by the Manager, such expenses shall be Reimbursable Expenses.

5.2.5. Travel. Manager shall be entitled to reimbursement of all reasonable, ordinary, and necessary expenses incurred in the performance of its duties hereunder; including, but not limited to, travel expenses. In the event that the Manager is required to travel on behalf of the City, City shall reimburse Manager for; (I) mileage at the IRS approved standard rate or airfare; and (II) accommodations and meals at the State per diem rate. The Manager shall provide City with an itemized expense report for all reimbursable expenses incurred on behalf of the City. City may request to examine receipts for any reimbursable expenses.

5.3. Mechanism for Reimbursement.

5.3.1. Generally. The Manager shall be entitled to receive reimbursement for Reimbursable Expenses by making draws directly from the Operating Account. The Manager may make such draws in advance of the actual expenditure in question to the extent that such expenses are reasonably ascertainable and such advance is no more than five (5) business days prior to the date on which such expense shall be paid by the Manager. Such advance draws include, but are not limited to, transfers from the Operating Account to the Manager's payroll account to cover weekly wages for PSEs and Reimbursable Expenses (including, without limitation, the Manager's portion of applicable payroll taxes) associated therewith.

5.3.2. Refund of Excess Reimbursements. In the event that reimbursements for Reimbursable Expenses should exceed the amount of such Reimbursable Expenses, or the Manager makes a recovery (through insurance or otherwise) with respect to Reimbursable Expenses previously reimbursed to the Manager, the Manager shall promptly refund to the City any such excess amounts and/or recoveries. Such refunds may be made by the Manager through a deposit thereof in the Operating Account or as may otherwise be agreed upon by the City and the Manager.

VI. Compensation to Manager

6.1 Compensation. In consideration for the services rendered by the Manager pursuant to this Agreement, the City agrees to pay to the Manager in accordance with the provisions of Schedule 6.1 to this Agreement, Management Services Fee Schedule. The Manager shall have the right to withdraw such compensation from the Operating Account.

6.2 Nature of Compensation. The compensation described in this Article VI is in consideration for the obligations undertaken and performed by the Manager under this Agreement. Such compensation is in addition to, and not in lieu of, any Reimbursable Expenses and any other monetary obligations of the City to the Manager under this Agreement.

VII. Term and Termination

7.1. Term.

7.1.1. Initial Term. The initial term of this Agreement shall begin on the Commencement Date and shall continue for a term of 5 (five) years ending on the last calendar day of the 5-year initial term, unless earlier terminated pursuant to Section 7.2, below.

7.1.2. Renewal Term. This Agreement shall automatically renew for 5 (five) years following the initial term, unless: (1) a notice of non-renewal shall have been timely given by either party as set forth in Section 7.2.2, below; or (2) this Agreement is otherwise terminated prior to the completion of the initial term or

the renewal term then in effect, as the case may be, pursuant to the provisions of Section 7.2, below.

7.2. Termination.

7.2.1. Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

7.2.2. Expiration of Initial Term or Renewal Term Following the Giving of Notice of Non-Renewal. This Agreement shall automatically terminate upon the expiration of the initial term or the renewal term then in effect if either party shall have given to the other party a written notice of non-renewal in accordance with this Section 7.2.2. Such notice of non-renewal shall be identified as a notice of non-renewal which is being given pursuant to this Section 7.2.2 and must be given no later than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term in question, as the case may be. Such notice of non-renewal may not be revoked unless agreed to by the Parties. No other action on the part of either party shall be necessary following the giving of a notice of non-renewal to cause the termination of this Agreement to be effective upon the expiration of the initial term or the renewal term in question, as the case may be.

7.2.3. Destruction or Loss of the Facility. Either party may terminate this Agreement upon sixty (60) days written notice to the other party if the Facility is substantially destroyed or the Facility is taken by any governmental or other entity pursuant to the power of eminent domain.

7.2.4. By City for Cause.

7.2.4.1. Generally. The City may terminate this Agreement for cause at any time upon the commission of an event of default by the Manager. For purposes of this Section 7.2.4, an "event of default by the Manager" shall consist of one or more of the following events: (1) an act of fraud by the Manager with respect to the City; (2) embezzlement or misappropriation by Manager of funds or Facility of the City; and (3) any breach of this Agreement by Manager which remains uncured for a period of sixty (60) days following receipt by Manager of a written notice from the City describing such breach in reasonable detail and demanding the cure thereof. Termination pursuant to this Section 7.2.4 shall be effectuated by the City giving the Manager written notice thereof. Such written notice of termination must be separate from any notice given pursuant to clause (3) of the preceding sentence.

7.2.4.2. Theft by Employees of Manager. For the purposes of this Section 7.2.4.2, acts of fraud, embezzlement and/or misappropriation by employees of Manager which are for the personal benefit of the employee in question and are undertaken without the knowledge or consent of the

senior management of the Manager, shall not be attributed to the Manager and shall not serve as a basis for terminating this Agreement pursuant to this Section 7.2.4.2 as long as (i) upon learning of such acts of fraud, embezzlement and/or misappropriation, Manager promptly (but no later than ten (10) days) cures such acts, including reimbursing City, and (ii) Manager properly terminates such employee and seeks to file criminal charges against the employee. Without limiting the generality of the preceding sentence, the parties acknowledge that the purpose of this Section 7.2.4.2 is to exclude petty theft on the part of employees as a basis for terminating the Manager for cause. The provisions of this Section 7.2.4.2 shall not, however, be construed as limiting the obligation of the Manager to take reasonable and appropriate measures to reduce and discourage employee theft.

7.2.5. By Manager for Cause. The Manager may terminate this Agreement for cause at any time upon the commission of an event of default by the City. For purposes of this Section 7.2.5, an "event of default by the City" shall consist of one or more of the following events: (1) the City fails to comply with its obligation under Section 4.2.2.3, above, relating to the maintenance of a minimum balance in the Operating Account; (2) the City fails to comply with Section 4.2.2.5, above, relating to the initial funding of the Operating Account; (3) the failure of the City to timely pay the Manager pursuant to the payment schedule outlined in Attachment A - Management Services Fee Schedule; and (4) any breach of this Agreement by City which remains uncured for a period of sixty (60) days following receipt by the City of a written notice from the Manager describing such breach in reasonable detail and demanding the cure thereof. Termination pursuant to this Section 7.2.5 shall be effectuated by the Manager giving the City written notice thereof. Such written notice of termination must be separate from any notice given pursuant to clause (4) of the preceding sentence.

7.2.6. By the City without Cause. The City shall have the right to terminate this Agreement without cause at the City's discretion at any time, without any reason, upon thirty (30) days prior written notice to the Manager.

7.2.7. By the Manager without Cause. The Manager shall not have the right to terminate this Agreement without cause at the Manager's discretion, upon ninety (90) days prior written notice to the City.

7.3. Effect of Termination.

7.3.1 Generally. Except as otherwise provided in this Agreement, upon termination of this Agreement all obligations of the parties under this Agreement shall terminate in their entirety. Notwithstanding the foregoing, those obligations and rights of the parties accruing prior to termination or as a result of the termination, shall survive termination of this Agreement. Those provisions of this Agreement which, by their express terms or by their operation, are intended to survive

termination, shall survive termination of this Agreement. Such provisions include, but are not limited to, Article VI, above, this Article VII, and Article X, below.

7.3.2 Obligation of City to Pay Compensation and Reimburse Reimbursable Expenses. The obligation of the City to pay base and incentive compensation pursuant to Article VI of this Agreement, and to reimburse Reimbursable Expenses, as set forth in Article V Section 3.4.5, above, and any other provisions of this Agreement relating to the reimbursement of Reimbursable Expenses, shall survive termination.

7.3.3 Termination Payment. Within the first 12 months of opening, if the City terminates this Agreement without cause pursuant to Section 7.2.6 above, the City shall pay to the Manager a termination payment in the amount of $250,000. Such termination payment shall be paid to the Manager not more than 60 days following the date on which the City gave the Manager notice of the termination of this Agreement without cause. The Manager shall have the right to withdraw such termination payment from the Operating Account.

VIII. Insurance

8.1 Insurance Requirements and Limits. See Schedule 8

8.1.1. Insurance Placed by City. The City shall keep in effect during the term of this Agreement, at City's sole expense, those insurance policies and coverages which are described in Schedule 8 to this Agreement. Unless otherwise agreed upon by the City and the Manager in writing, the Manager shall not have the responsibility for procuring the insurance policies and coverages described in Schedule 8.1. Such insurance policies and coverages shall provide the following:

(1) The Manager shall be named as an additional insured and, if permitted by state law and/or city ordinance, any right of subrogation against the Manager and the Manager's employees shall be waived by the insurer.

(2) The policies shall not be cancelled except upon thirty (30) days prior written notice to the Manager.

(3) The loss payees (to the extent applicable) shall be the City and the Manager, as their interests may appear.

(4) The City shall, from time to time upon request, provide the Manager certificates of insurance evidencing the insurance policies and coverages required by this Section 8.1.

8.1.2. Insurance Placed by Manager. The Manager shall keep in effect during the term of this Agreement those insurance policies and coverages which are described in Schedule 10 to this Agreement. Unless otherwise agreed upon by the City and the Manager in writing, the City shall not have the responsibility for procuring the insurance policies and coverages described in Schedule 8. Such insurance policies shall provide the following:

(1) The City shall be named as an additional insured and any right of subrogation against the City and the City's employees shall be waived by the insurer.

(2) The policies shall not be cancelled except upon thirty (30) days prior written notice to the City.

(3) The loss payees (to the extent applicable) shall be the City and the Manager, as their interests may appear.

(4) The Manager shall, from time to time upon request, provide to the City certificates of insurance evidencing the insurance policies and coverages required by this Section 8.1.2. Unless otherwise noted on Schedule 8, the insurance premiums paid by the Manager for such insurance policies and coverages shall be Reimbursable Expenses.

IX. Accounting and Reporting

9.1. Maintenance of Records. The Manager shall maintain accurate, complete, and separate records showing income and expenditures relating to the operation of the Facility, and from which accounts payable and accounts receivable, available cash, and other assets and liabilities pertaining to the Facility can be readily identified, and the amounts determined at any time. The City shall have the right at any reasonable time personally or through the City's representative(s), to inspect the records kept by the Manager pertaining to the Facility, including, but not limited to, all checks, bills, invoices, contracts, statements, vouchers, cash receipts, correspondence, and all other records dealing with the management and operation of the Facility. The City shall have the further right to audit and/or have an audit made at City's expense of all account books, financials, and records pertaining to the management and operation of the Facility, including but not limited to all forms of related financial and accounting activity.

9.2. Reports.

9.2.1. Annual Financial Report. With respect to each Fiscal Year, the Manager will cause an annual financial report to be prepared showing all revenues, costs and expenses in detail. The report will be certified by the Manager as complete

and accurate and will be submitted to the City no later than ninety (90) days following the Fiscal Year in question.

9.2.2. Annual Physical Condition Report. The Manager will furnish an annual report with respect to the physical and operational condition of the Facility and its equipment on or about January 30th of each year.

9.2.3. Financial Reports. The Manager will furnish monthly to the City a cash basis balance sheet and a profit/loss statement detailing all receipts and disbursements, for each month, such statement to be furnished to City within six (6) days of each month-end or other such date as agreed upon between the parties. Such statement shall show the status of income and expenses and shall be supported by bank statements, canceled checks, vouchers, duplicate invoices, and similar documentation covering all items of income and expense, the originals of which shall be kept in the Manager's office and be available for inspection by the City or City's representative(s) at all reasonable times. The Manager also will furnish to City accrual-based financials on or before the eighteenth (18th) day of each month for the preceding month, or other such date as agreed upon between the parties.

9.2.4. Operating Statements. The Manager shall provide quarterly operating statements showing income and expense for the Fiscal Year quarter and Fiscal Year to date and for the same period of the preceding year.

9.3. Record Retention. The Manager shall retain all records required to be created and/or maintained by the terms of this Agreement for a period of four (4) years.

9.4. Survival. Except as set forth in this Section 9.4, the provisions of this Article IX shall survive the termination of this Agreement. Sections 9.2.1, 9.2.3 and 9.2.4 shall survive with respect to the last Fiscal Year during the Term of this Agreement, it being the intent of the parties that the Manager shall provide such reports for the periods of time running through the end of the Term of this Agreement. Section 9.2.2 shall not survive termination of this Agreement.

X. Other Provisions

10.1. Sale of Alcoholic Beverages. Reserved

10.2. Representations and Warranties of Manager. Manager represents, warrants and covenants with City as of the Effective Date as follows:

10.2.1. Due Organization. Manager is duly organized, validly existing, and in good standing, is duly qualified to do business in the State in which the Management Services are to be performed and has full power, authority, and legal right to execute, perform, and timely observe all of the provisions of this Agreement.

Manager's execution, delivery and performance of this Agreement have been duly authorized.

10.2.2. Valid and Binding Obligations. This Agreement constitutes a valid and binding obligation of Manager and does not and will not constitute a breach of or default under the corporate documents or bylaws of Manager or the terms, conditions or provisions of any law, order, rule, regulation, judgment, decree, agreement or instrument to which Manager is a party or by which it or any of its assets is bound or affected.

10.2.3. No Third Party Approval Required. No approval of any third party is required for Manager's execution and performance of this Agreement that has not been obtained prior to the execution of this Agreement.

10.2.4. Maintaining Legal Existence. Manager shall, at its own expense, keep in full force and effect throughout the Term of this Agreement its legal existence and the rights required for it timely to observe all of the terms and conditions of this Agreement.

10.2.5. No Litigation. There is no litigation or proceeding pending or, to the knowledge of the Manager, threatened against Manager that could adversely affect the validity of this Agreement or the ability of Manager to comply with its obligations under this Agreement.

10.3. Representations and Warranties of City. City represents, warrants and covenants to Manager as of the Effective Date and the Commencement Date, as follows:

10.3.1. Due Organization. City is duly organized, validly existing, and in good standing and is duly qualified to do business in the state in which the Facility is located, and has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Agreement. City's execution, delivery and performance of this Agreement have been duly authorized.

10.3.2. Valid and Binding Obligation. This Agreement constitutes valid and binding obligations of City and do not constitute a breach of or default under the corporate documents or bylaws of City or the terms, conditions or provisions of any law, order, rule, regulation, judgment, decree, agreement or instrument to which City is a party or by which it or any of its assets is bound or affected.

10.3.3. No Third-Party Approval Required. No approval of any third party (including any holder of any Mortgage) is required for City's execution and performance of this Agreement that has not been obtained prior to the execution of this Agreement.

10.3.4. Continued Legal Existence. City shall, at its own expense, keep in full force and effect throughout the Term of this Agreement its legal existence and the rights required for it timely to observe all the terms and conditions of this Agreement.

10.3.5. Required Approvals. City shall maintain throughout the term of this Agreement all approvals that are required to be in its name and that are necessary to own and operate the Facility, but the foregoing shall not relieve Manager from obtaining permits, licenses, authorizations and other approvals required hereunder.

10.3.6. No Adverse Litigation/Condemnation. There is no litigation or proceeding pending or threatened against City, or to the knowledge of City, against the Facility, that could adversely affect the validity of this Agreement or the ability of City to comply with its obligations under this Agreement. City is not aware of any condemnation proceeding pending or threatened against the Facility or any portion thereof.

10.3.7. Environmental. Except as disclosed by City, in writing and added as an attachment to this Agreement, City has no actual knowledge that the Facility violates any environmental legal requirement or any law or regulation relating to environmental conditions or safety.

10.3.8. Rights to Purchase. City has not granted any other person the right to purchase the Facility.

10.3.9. No Hazardous Materials. City shall not knowingly use or occupy, or knowingly permit the Facility or any part thereof to be used or occupied, for any unlawful, or ultra hazardous use (including the prohibited or unlawful use or storage of hazardous materials, or any disposal of hazardous materials), or operate or conduct the business of the Facility in any manner known to constitute or give rise to a nuisance of any kind.

10.4. Disputes; Governing Law

10.4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and jurisdiction of Nebraska.

10.4.2 Disputes. All disputes in any manner relating to or arising out of this Agreement which the parties cannot resolve themselves will be resolved first through mediation and second through the and under the jurisdiction of the court system of the county of Sarpy County, State of Nebraska, or the United States District Court for the District of Nebraska. Any final order or award by either court, if not appealed, shall be binding and enforceable by the Parties. All Parties shall be responsible for their own cost and attorney's fees unless otherwise provided by law, regardless of the determination of the prevailing Party to be.

10.5. Waivers, Modifications, Remedies. No failure or delay by a party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Agreement nor any of its terms may be changed or

modified, waived or terminated (unless otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought.

10.6. Severability of Provisions. If any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

10.7. Notices. Notices, consents, determinations, requests, approvals, demands, reports, objections, directions and all other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective on the date on which such communications are delivered by personal delivery, by facsimile transmission (with telephonic confirmation of receipt), DHL, Federal Express or other similar courier service or by the United State Postal Service or its successor after being deposited with the United States Postal Service as Express Mail or as registered or certified matter, postage prepaid, return receipt requested, addressed to the parties at the addresses specified below, or at such other address as the party to whom the notice is sent has designated in accordance with this Section 12.7. All such communications shall be deemed to have been received by the intended recipient (i) in the case of air courier services, on the next Business Day after deposit with such air courier service with a request for next day service; (ii) in the case of a facsimile transmission, on the Business Day such transmission was sent, or if not a Business Day or if transmitted after 4:00 p.m. local time, then on the next Business Day; and (iii) in the case of first-class mail, three Business Days after the deposit with the United States Postal Service. Until a party provides a change in address in accordance with this Section 10.8, notices will be sent to the following addresses:

To Manager:

Richard Coleman, CHA
Chief Executive Officer/Co-Founder
3165 S. Carrier Parkway
Grand Prairie, Texas
rcoleman@armpallc.com

To City: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
jristow@bellevue.net

City Attorney
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

abataillon@bellevue.net

10.8. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion.

10.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10.10. Relationship of the Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship between Manager and City with respect to the Facility or the operation thereof. In operating the Facility, entering into contracts, accepting reservations, and conducting financial transactions for the Facility, Manager acts on behalf of City (but subject to the limitations on Manager's authority as set out in this Agreement and subject to the provisions of Section 10.17, below) and assumes no independent contractual liability, nor shall Manager be obligated to extend its own credit with respect to any obligations incurred in operating the Facility or performing its obligations under this Agreement. This Agreement shall not be construed at any time to be an interest in real estate or a lien or security interest of any nature against the Facility or any other land used in connection with the Facility, or any equipment, fixtures, inventory, motor vehicles, contracts, documents, accounts, notes, drafts, acceptances, instruments, chattel paper, general intangibles or other personal Facility now existing or that may hereafter be acquired or entered into with respect to the Facility or the operation thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, in no event shall the Manager have any right to bind the City except as expressly set forth in this Agreement.

10.11. Confidentiality.

10.11.1. Generally. Subject to Section 12.11.2, below, each party agrees to keep confidential all information of a proprietary or confidential nature about or belonging to the other party to which the other party gains or has access by virtue of the relationship between the parties. Except as disclosure may be required to obtain the advice of professionals or consultants, financing for the Facility from a lender or potential lender, or investors or potential investors in the Facility or the City, or in furtherance of a permitted assignment of this Agreement, or as may be required by law or by the order of any government, governmental or quasi-governmental unit, tribunal or otherwise to comply with legal requirements (including reporting requirements applicable to public companies), each party shall make every effort to ensure that such information is not disclosed to any other third party or entity without the prior consent of the other party. The obligations set forth in this Section shall survive any termination of this Agreement. In addition (subject to the exceptions set forth above), Manager shall not disclose any specific information regarding financial performance of the

Facility (i.e., occupancy, average daily rate, gross operating profit, etc.) to any third party, except Smith Travel Research (STAR Report) or a comparable hospitality industry reporting service, unless approved in writing by City.

10.11.2. Certain Permitted Disclosures. Notwithstanding anything to the contrary in this Agreement, and any and all of the terms and conditions herein and therein, may be disclosed to investors and potential investors in connection with any financing or sale of the Facility and their legal counsel and other representatives reviewing this Agreement on their behalf, and in connection with any due diligence review conducted by a financial institution as a part of a financial restructuring, reorganization, merger, consolidation, purchase or sale of assets involving the City or the Manager.

10.12. Limitation on Pledging City's Credit. Except as is necessary or advisable for the purchase of goods and services or the extension of credit to customers in the ordinary course of business in the operation and management of the Facility within the scope of this Agreement, Manager shall not borrow any money or execute any credit obligation in the name and on behalf of the City, or pledge the credit of the City, without the City's prior written consent.

10.13. Interest. Except as otherwise specifically provided herein to the contrary, any and all amounts that may become due from one party to the other under this Agreement (including the obligation of City to pay any unpaid compensation to the Manager) shall bear interest from and after the respective due dates thereof (but in no event earlier than date upon which the party making the claim for payment notifies the other party thereof) until the date on which the amount is paid, **at an annual rate of interest equal to eight percent (8%):** *Provided, however*, that no interest shall be payable on amounts owed by the City to the Manager which the Manager is authorized to pay directly to itself under the terms of this Agreement (unless there are insufficient funds in the applicable account(s) therefor and the City has failed to provide adequate funds following request by the Manager in accordance with this Agreement).

10.14. Further Assurances. The parties shall do and procure to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.

10.15. No Third-Party Beneficiaries. None of the obligations hereunder of either party shall run to or be enforceable by any party other than the party to this Agreement or by a party deriving rights hereunder as a result of an assignment permitted pursuant to the terms hereof. There are no third-party beneficiaries with respect to this Agreement.

10.16. Dispute Resolution. Any dispute, controversy, claim or other matter arising out of or relating to the negotiation, execution, delivery or performance of this Agreement, or the breach thereof, shall be settled as provided in Section 10.5 above.

IN WITNESS WHEREOF, the duly authorized representatives of the City and Manager have executed this Agreement effective as of the Effective Date.

AMERICAN RESORT MANAGEMENT LLC.

Date: _____

By:_____
Richard P. Coleman, CEO/Co-Founder

CITY OF BELLEVUE NEBRASKA

Date: _____

By:_____
Mayor Rusty Hike

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Attachment A - Management Services Fee Schedule.

Compensation of Manager

In consideration for the services to be rendered to the City by the Manager under this Agreement, the City agrees to pay the Manager management fees by the 10th of each month following the month service is rendered.

- Base Management Fee
    - 3% Gross Revenues

- Incentive Management Fee
    - Tiered Option As Follows:
        - % of Gross Operating Profit over the City approved budget amount is the % earned by ARM. Tiered option shall be capped at 50%

Example:

1.) If GOP exceeds budget by 22% then ARM will earn 22% of the GOP that exceeds the budgeted GOP.

2.) If GOP exceeds budget by 60% then ARM will earn 50% of the GOP that exceeds the budgeted GOP.

Attachment A - Management Services Fee Schedule.

"Gross Revenues" shall mean all revenues, fees, rentals and receipts of every kind derived from operating the Waterpark and all departments and parts thereof, including, but not limited to, income (from both cash and credit transactions) revenues, fees, rentals and receipts from: admissions, rentals of facility, ancillary revenue center(s) income, telephone charges, stores, offices, exhibit or sales space of every kind; license, and rentals (not including gross receipts of licensees, lessees and concessionaires); income from vending machines; income from parking; admission fees; wholesale and retail sales of merchandise; service charges; and proceeds, if any, from business interruption or other loss of income insurance; provided, however, that Gross Revenues shall not include the following: gratuities paid to employees of the Waterpark; federal, state or municipal excise, sales or use taxes or any other taxes collected directly from customers, patrons or guests or included as part of the sales price of any rentals, goods or services; interest received or accrued with respect to funds in Advertising Accounts, the Reserve Accounts or the Operating Accounts of the Waterpark; any refunds, rebates, discounts and credits of a similar nature, given, paid or returned in the course of obtaining Gross Revenues or components thereof; or insurance proceeds (other than proceeds from business interruption or other loss of income insurance); condemnation proceeds (other than for a temporary taking), or revenues derived through sales of real estate.

The performance incentive shall be based on operating profits for each year, the first year running from the Commencement Date through and including the Fiscal Year End date will be on a pro-rata based on the number of months open. Thereafter the annual performance incentive will be based on a full twelve (12) months and will continue for each twelve (12) month period thereafter during the term of this Agreement. The performance bonus will be based upon an approved budget as set forth in 1.1.1.1

Items that are in the control of the City and not remedied shall not be held against Manager for purposes of the Performance Incentive Compensation calculation.

Gross Operating Profit is calculated on gross revenues less operating expenses and management fees and before the following Fixed Costs: principal, interest, depreciation, reserves, taxes & City's profits.

Schedule 8

Insurance to be Placed by City

FACILITY
BUSINESS INTERRUPTION

Schedule 8.1

Insurance to be Placed by Manager

GENERAL LIABILITY INSURANCE
WORKER'S COMPENSATION
EXCESS LIABILITY
PROFESSIONAL LIABILITY
BUSINESS AUTO
CRIME INSURANCE

Schedule

Provisions Relating to Sale of Alcoholic Beverages
RESERVED

15b.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	February 6, 2024		SUBMITTED BY:	Harrison Johnson	
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☑	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, PLACING A BALLOT QUESTION ON THE BALLOT FOR THE STATEWIDE PRIMARY ELECTION ON MAY 14, 2024, TO APPROVE AN INCREASE IN THE LOCAL OPTION SALES AND USE TAX BY AN ADDITIONAL ONE-HALF OF ONE PERCENT.

SYNOPSIS/BACKGROUND:

This item will place before voters on the May 14th primary election ballot, a proposition to increase the sales tax on taxable goods and service by 0.5% equal to $.005 per dollar within the boundaries of Bellevue City. The funds will be used to support the bond for the Bellevue City Water Park, additional parks funding, and property tax relief.

FISCAL IMPACT:: $7,000,000 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:		COUNTER-PARTY:		INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Staff Recommends Approval

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Kimmie Brayton

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

RESOLUTION NO. 2024-03

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, PLACING A BALLOT QUESTION ON THE BALLOT FOR THE STATEWIDE PRIMARY ELECTION ON MAY 14, 2024, TO APPROVE AN INCREASE IN THE LOCAL OPTION SALES AND USE TAX BY AN ADDITIONAL ONE-HALF OF ONE PERCENT.

WHEREAS, the City of Bellevue (the "City") has imposed a local sales and use tax at a current rate of one and one-half percent (1.50%) pursuant to Nebraska Revised Statute § 77-27,142; and

WHEREAS, upon affirmative vote of at least 70% of the members of the City Council of the City, the Nebraska Local Option Revenue Act (Nebraska Revised Statutes § 77-27,142, *et seq.*) authorizes the City to submit to voters at a primary election held within the City a proposal to approve a modification of the existing City sales and use tax to a rate greater than one and one-half percent (1.50%); and

WHEREAS, the City Council finds that it is necessary to fund the costs of public infrastructure projects, which may include a swimming pool and water park facilities, (the "Facilities") by increasing the sales and use tax by one-half of one percent (0.50%) (the "Additional Sales Tax") to a rate of two percent (2.00%); and

WHEREAS, the Facilities are expected to improve the health and well-being of the citizens of Bellevue, provide recreational programming for the community, be available for use by the general public at rates and fees set by or at the direction of the City Council, and generally enhance economic development for the City; and

WHEREAS, no reductions or elimination of other taxes or fees are expected to result from the imposition of the Additional Sales Tax, and no savings or efficiencies are expected to result from the Facilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska:

Section 1. That at the statewide primary election to be held on Tuesday, May 14, 2024, there shall be submitted to a vote of the qualified electors of the City of Bellevue, Nebraska, for adoption or rejection, the following ballot question:

BALLOT QUESTION

Shall the City Council of the City of Bellevue, Nebraska, increase the local sales and use tax rate by one-half of one percent (0.50%) upon the same transactions within the City of Bellevue on which the State of Nebraska is authorized to impose a tax, with all revenues generated by the additional one-half percent (0.5 %) to be used for public infrastructure projects under the following terms and conditions?

(1) Use of Additional Sales Tax. Revenues generated by the additional one-half of one percent (0.50%) shall be used to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure projects, which may include swimming pool and water park facilities.

(2) Expiration of Tax Rate Change. The increased sales and use tax rate will be implemented and related revenues collected beginning as soon as practicable after voter approval and

continuing for a period of ten (10) years, unless bonds are issued with some or all of the additional revenues pledged for payment of such bonds, in which case the increased sales and use tax rate will remain in effect and additional revenues will be collected until payment in full of such bonds and any refunding bonds.

(3) Interlocal Agreement. The City of Bellevue and Sarpy County School District 0001 have entered into an Interlocal Agreement for the long-term development of unified governance of public infrastructure projects in the City. Additional revenue collected from the additional one-half percent (0.5%) sales and use tax will not be used for the purposes of such Interlocal Agreement, but will be used for the public infrastructure projects of the City of Bellevue as described above.

VOTE FOR or AGAINST

⬭ I vote FOR authorizing an increase of one-half percent (.5%) in the City of Bellevue's local sales and use tax under such terms and conditions

⬭ I vote AGAINST authorizing an increase of one-half percent (.5%) in the City of Bellevue's local sales and use tax under such terms and conditions

If a majority of the votes cast upon such question shall be in favor, then the governing body of the City of Bellevue shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall proceed to impose a tax pursuant to the Local Option Revenue Act. If a majority of those voting on the question shall be opposed to such tax, then the governing body of the City of Bellevue shall not impose such sales and use tax.

Section 2. The City Clerk of the City shall be and hereby is authorized and directed to certify a copy of this Resolution to the Election Commissioner of Sarpy County not later than March 1, 2024, who shall designate polling places and determine voting procedures as set out in the Election Act, appoint the election officials and otherwise conduct the election as provided by law. The City does hereby agree to reimburse said County for the expenses of conducting the election. As required by the Election Act, the Election Commissioner shall provide for publication of the Notice of Election in a newspaper designated by the Election Commissioner no later than forty-two (42) days prior to the day of said election.

Section 3. The form of ballot and form of notice of said election shall be substantially in the form submitted to this meeting, a copy of which forms shall be made a part of the minutes. The City Clerk is hereby authorized and directed, in conjunction with the Election Commissioner conducting the election, to arrange for the printing of the necessary ballots for said election and to do all other things and take all other action appropriate or necessary in order to cause said proposition to be submitted to the qualified electors of the City as above provided.

PASSED AND APPROVED THIS ____ DAY OF FEBRUARY, 2024.

CITY OF BELLEVUE, NEBRASKA

_____
Mayor

ATTEST:

_____
City Clerk

NOTICE OF ELECTION
CITY OF BELLEVUE, NEBRASKA

Public Notice is hereby given to the qualified electors of the City of Bellevue, Nebraska, that an election has been called and will be held in the City of Bellevue, Nebraska, on Tuesday, May 14, 2024, in conjunction with the Statewide Primary election, at which there shall be submitted to the qualified electors of said City the following proposition:

BALLOT QUESTION

Shall the City Council of the City of Bellevue, Nebraska, increase the local sales and use tax rate by one-half of one percent (0.50%) upon the same transactions within the City of Bellevue on which the State of Nebraska is authorized to impose a tax, with all revenues generated by the additional one-half percent (0.5 %) to be used for public infrastructure projects under the following terms and conditions?

(1) Use of Additional Sales Tax. Revenues generated by the additional one-half of one percent (0.50%) shall be used to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure projects, which may include swimming pool and water park facilities.

(2) Expiration of Tax Rate Change. The increased sales and use tax rate will be implemented and related revenues collected beginning as soon as practicable after voter approval and continuing for a period of ten (10) years, unless bonds are issued with some or all of the additional revenues pledged for payment of such bonds, in which case the increased sales and use tax rate will remain in effect and additional revenues will be collected until payment in full of such bonds and any refunding bonds.

(3) Interlocal Agreement. The City of Bellevue and Sarpy County School District 0001 have entered into an Interlocal Agreement for the long-term development of unified governance of public infrastructure projects in the City. Additional revenue collected from the additional one-half percent (0.5%) sales and use tax will not be used for the purposes of such Interlocal Agreement, but will be used for the public infrastructure projects of the City of Bellevue as described above.

VOTE FOR or AGAINST

◯ I vote FOR authorizing an increase of one-half percent (.5%) in the City of Bellevue's local sales and use tax under such terms and conditions

◯ I vote AGAINST authorizing an increase of one-half percent (.5%) in the City of Bellevue's local sales and use tax under such terms and conditions

If a majority of the votes cast upon such question shall be in favor, then the governing body of the City of Bellevue shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall proceed to impose a tax pursuant to the Local Option Revenue Act. If a majority of those voting on the question shall be opposed to such tax, then the governing body of the City of Bellevue shall not impose such sales and use tax.

The polling places will be such places as shall be determined by the Election Commissioner of Sarpy County. Such polling places will be open continuously from 8:00 a.m. to 8:00 p.m. on said date. Such polling places are accessible to individuals with physical mobility limitations.

Qualified electors wishing to vote early, as permitted by law, may do so in person or by requesting a ballot for early voting from the Election Commissioner of Sarpy County, at such Election Commissioner's offices at _____, Papillion, Nebraska.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF SAID CITY.

POST – in Election Commissioner's office at least 42 days prior to election

PUBLISH – One time at least 42 days prior to election – Election Commissioner

PUBLISH – one time at least 10 but not more than 30 days immediately prior to election (City Clerk)

(SAMPLE BALLOT)

ELECTION
CITY OF BELLEVUE, NEBRASKA

TUESDAY, MAY 14, 2024

BALLOT QUESTION

Shall the City Council of the City of Bellevue, Nebraska, increase the local sales and use tax rate by one-half of one percent (0.50%) upon the same transactions within the City of Bellevue on which the State of Nebraska is authorized to impose a tax, with all revenues generated by the additional one-half percent (0.5 %) to be used for public infrastructure projects under the following terms and conditions?

(1) Use of Additional Sales Tax. Revenues generated by the additional one-half of one percent (0.50%) shall be used to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure projects, which may include swimming pool and water park facilities.

(2) Expiration of Tax Rate Change. The increased sales and use tax rate will be implemented and related revenues collected beginning as soon as practicable after voter approval and continuing for a period of ten (10) years, unless bonds are issued with some or all of the additional revenues pledged for payment of such bonds, in which case the increased sales and use tax rate will remain in effect and additional revenues will be collected until payment in full of such bonds and any refunding bonds.

(3) Interlocal Agreement. The City of Bellevue and Sarpy County School District 0001 have entered into an Interlocal Agreement for the long-term development of unified governance of public infrastructure projects in the City. Additional revenue collected from the additional one-half percent (0.5%) sales and use tax will not be used for the purposes of such Interlocal Agreement, but will be used for the public infrastructure projects of the City of Bellevue as described above.

CERTIFICATE OF FILING

STATE OF NEBRASKA)
)
COUNTY OF SARPY) ss.

I, the undersigned, the duly qualified and acting City Clerk of the City of Bellevue, Nebraska, do hereby certify that attached hereto is a true and correct copy of a Resolution of the Mayor and City Council of the City of Bellevue, calling an election to be held in the City of Bellevue, in conjunction with the Statewide Primary election on the 14th day of May, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand officially this ___ day of February, 2024.

_____
City Clerk

[SEAL]

I, the undersigned, the duly qualified and acting Election Commissioner of the County of Sarpy, in the State of Nebraska, do hereby acknowledge receipt of the aforesaid Resolution calling an election to be held in the City of Bellevue, Nebraska, in conjunction with the Statewide Primary election on the 14th day of May, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of my office this _____ day of _____, 2024.

_____
Election Commissioner,
Sarpy County, Nebraska

[SEAL]

VOTE FOR or AGAINST

◯ I vote FOR authorizing an increase of one-half percent (.5%) in the City of Bellevue's local sales and use tax under such terms and conditions

◯ I vote AGAINST authorizing an increase of one-half percent (.5%) in the City of Bellevue's local sales and use tax under such terms and conditions

If a majority of the votes cast upon such question shall be in favor, then the governing body of the City of Bellevue shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall proceed to impose a tax pursuant to the Local Option Revenue Act. If a majority of those voting on the question shall be opposed to such tax, then the governing body of the City of Bellevue shall not impose such sales and use tax.

PUBLISH – One week immediately prior to election.

16a.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 2/8/2024			SUBMITTED BY: Chief Guido		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

International Association of Fire Fighters Peer Support Training Program

SYNOPSIS/BACKGROUND:

The IAFF Peer Support Training is a two-day course and provides the knowledge and skills needed to (1) serve as a Trained Peer Supporter and (2) build a peer support program. Class to be held at Bellevue Fire training site February 22-23,2024.
After completing the training, members have the necessary knowledge and skills to provide support to their peers, have a basic understanding of common behavioral health issues affecting the fire service, can serve as a bridge to community resources or behavioral health treatment when indicated, and are able to build or enhance their peer support programs.

FISCAL IMPACT:: $9000.00 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Peer support training for up to 30 BFD firefighters

CONTRACT EFFECTIVE DATE: Feb. 22, 2024 CONTRACT TERM: 2 day class CONTRACT END DATE: Feb. 23, 2024

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve International Association of Fire Fighters Peer Support Training Program contract.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Aimee Bafajillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

This Agreement ("Agreement") is made on _____, 20__ by and between the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (the "IAFF"), a 501(c)(5) non-profit organization with a principal place of business at 1750 New York Avenue, NW Washington, D.C. 20006 and **City of Bellevue Fire Department**, organized and existing under the laws of Nebraska, with a business address of 211 W 22nd Ave, Bellevue NE., 68005.

WHEREAS, the IAFF has developed and teaches the IAFF Peer Support Training Program;

WHEREAS, City of Bellevue Fire Department desires to provide the IAFF Peer Support Training Program to its members;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties agree as follows:

Article 1

The IAFF shall provide the IAFF Peer Support Training Program course ("Course" or "IAFF Peer Support Training") to City of Bellevue Fire Department ("Host Site") members as provided in this Agreement. The dates of the IAFF Peer Support Training shall be **February 22-23, 2024**. The Host Site will be consulted on all details before the dates are finalized.

The IAFF Peer Support Training is a two-day course and provides the knowledge and skills needed to (1) serve as a Trained Peer Supporter and (2) build a peer support program.

The IAFF Peer Support Training focuses on active listening skills, suicide awareness and prevention, crisis intervention, referrals to local resources, and relationships with local behavioral health providers. Courses will be taught by IAFF Peer Support Training Master Instructors. The course will begin at 8:00 am and end at 4:00 pm on most days provided that all of the learning objectives for that day are covered. One hour will be given for lunch. The course will be taught using small group learning methods and skill-building activities, which encourages student participation.

Participants who attend the two-day training and complete the IAFF online Behavioral Health Awareness course are considered to be IAFF Trained Peer Supporters. Individual certificates will be awarded once participants complete the final online training evaluation.

Article 2

City of Bellevue Fire Department will be a host site for up to 30 participants, and City of Bellevue Fire Department shall pay a fixed fee of $9,000 in U.S. funds ("Fee").

The IAFF shall provide all the required training manuals and resource materials.

Payment must be received 30 days prior to the start of the course. If Payment is not received prior to the start of the course, Instructors will not be permitted to provide the training.

If City of Bellevue Fire Department does not have 30 participants, it may also consider contacting neighboring IAFF affiliates and departments to seek additional participants. In these cases, the Host Site may collect pro-rated registration fees from added participants to offset the training cost.

The Fee provides for two IAFF Peer Support Master Instructors, student manuals and any handouts, guidance on meeting logistics, sample publicity materials (if requested), and access to the IAFF online behavioral health course and the library of program development materials.

The Fee shall include shipping of any materials necessary to teach the Course and all travel-related expenses for Course Instructors (including airfare, hotel accommodations, and ground transportation).

Payment shall be by check, money order, or credit card (VISA or MasterCard only). Checks or money orders, in U.S. funds, shall be made payable to: I.A.F.F.

The course fee is non-refundable.

Article 3 City of Bellevue Fire Department shall provide a facility ("Course Site") to the IAFF to teach the Course at no charge to the IAFF. The Course Site used to conduct IAFF Peer Support Training shall meet the following requirements:

- Desks and chairs to seat a minimum of 30 students.
- The classroom must be free of distractions and at a comfortable temperature for the students.
- LCD projector, computer with external speakers to utilize with the projector, printer, copy machine, and one dry erase board or easel pad shall be provided.

Article 4 Once a workshop date is scheduled, the class cannot be postponed due to a lack of registrants. The workshop may only be postponed or canceled due to the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, natural disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to perform under this Agreement. If a class is postponed under this Article, the Host Site can reschedule a future date. The IAFF will not be responsible for refunding any expenses incurred by the Host Site or any other individual or entity should a postponement or cancellation occur under this Article.

Article 5 To ensure that the IAFF Peer Support Training Program is being delivered properly and only as intended by the IAFF, the IAFF Peer Support Training Program can only be delivered by IAFF Master Instructors. Any use of the IAFF Peer Support Training Program that is inconsistent with this Agreement is a violation of the IAFF copyright on this IAFF Peer Support Training Program.

Article 6 Each party will indemnify, defend, and hold the other harmless from any loss, liability, costs, or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence, or intentional misconduct of such party or its officers, directors, employees, agents, or participants. Neither party will be liable for punitive damages. IAFF will not be held liable for damages arising from program cancellations or delays due to local, state, or provincial restrictions as a result of a pandemic or other health or safety related emergency.

If the IAFF is found liable by an arbitrator or court of competent jurisdiction to City of Bellevue Fire Department (or to any others for whom Services are provided) for an action under this Agreement, or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the IAFF's liability to City of Bellevue Fire Department will be several, and not joint and several with such others, and will be limited to the IAFF's fair share of that total loss or damage, based on the IAFF's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time will affect any assessment of the IAFF's proportionate liability hereunder, nor will settlement of or difficulty enforcing any claim, or the death, dissolution, or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

Article 7 The Course, and any written, printed, graphic, or electronically or magnetically recorded information developed in accordance with this Agreement, shall be the sole and exclusive property of the IAFF. In addition, any written, printed, graphic, or electronically or magnetically recorded information furnished by the IAFF for use in carrying out the provisions of this Agreement are the sole property of the IAFF. The IAFF owns the proprietary rights to this Program. This proprietary and confidential information includes, but is not limited to, Course Materials, client lists, marketing information, and information concerning the IAFF's employees, donors, benefactors, products, services, prices, operations, and subsidiaries not otherwise available in the normal course of events. City of Bellevue Fire Department will keep this information in the strictest confidence and will not disclose it by any means to any person except with the IAFF's written approval, and only to the extent necessary to perform under this Agreement. This prohibition also applies to City of Bellevue Fire Department's employees and agents.

Article 8 The IAFF has copyrighted the IAFF Peer Support Training Program in order to prevent unauthorized use of this Course. The IAFF owns the exclusive right to reproduce copies of the IAFF Peer Support Training Program; to prepare derivative works from the IAFF Peer Support Training Program; to distribute the IAFF Peer Support Training Program to the public; and to publicly display this work. The copyright on the IAFF Peer Support Training Program is registered with the United States Copyright Office. Because of this registration, the IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and statutory damages, including attorneys' fees and litigation costs. The IAFF's copyright on the IAFF Peer Support Training Program is also afforded complete protection in Canada pursuant to the Universal Copyright Convention. The IAFF reserves all rights under United States, Canadian, and international law for copyright infringement and for any illegal use, distribution, copying, and creation of derivative works that are not allowed by this Agreement. The IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and punitive damages.

This copyright protection extends to any derivative peer support training program that is "substantially similar" to the IAFF Peer Support Training Program. The IAFF does not grant a license for the creation of derivative works, or works that are based on whole or in part on the Peer Support Training Program. This includes works that are written as well as oral.

While the IAFF may permit the reproduction and reprinting of the IAFF Peer Support Training Program materials upon request, this does not authorize the Host Site to reprint or reproduce, in whole or in part, the IAFF Peer Support Training Program materials. Specific, written permission is necessary from the IAFF in order to reprint or reproduce the Peer Support Training Program. The IAFF reserves all rights and remedies for copyright infringement for any illegal use, distribution, copying, or creation of derivative works that are not covered by this Agreement.

The IAFF is entitled to and will institute legal action against any infringement of its exclusive rights. The remedies for copyright infringement include obtaining an injunction to prevent further infringement and to ensure the destruction of unauthorized copies. They also include the recovery of any damages suffered by the IAFF, recovery of the profits of the infringer, and the recovery of attorneys' fees and costs of the litigation.

Article 9 Any notices required to be given under this Agreement by either party to the other must be effected in writing by personal delivery, or by mail, registered or certified postage prepaid with return receipt requested (or delivery by private carrier, *e.g.*, UPS, FedEx, with signature required). Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

Article 10 If any provision of this Agreement is: (i) held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, or (ii) invalidated by state law enacted after the parties entered into this Agreement, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article 11 The delay or failure of any party at any time to exercise any right or to seek any remedy available to the party under this Agreement, or to take any action against any breach or failure by the other party, shall not be construed to be a waiver of such right or remedy or of the right to take action against such breach or any other breach or to exercise any other right, power, or privilege.

Article 12 City of Bellevue Fire Department is an independent entity, and neither City of Bellevue Fire Department nor its agents or employees shall be considered employees or agents of the IAFF. This Agreement does not constitute and shall not be construed as creating a joint venture or partnership between the IAFF and City of Bellevue Fire Department. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind on the account of or on the behalf of the other, except to the extent and for the purposes provided herein.

Article 13 This Agreement will be governed by and construed in accordance with the laws of the District of Columbia. The parties agree that each has drafted and reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any revision or exhibit to this Agreement.

Article 14 This Agreement constitutes the entire understanding of the parties concerning the underlying subject matter. This Agreement supersedes any and all prior agreements, either oral or written, between the parties and contains all of the representations, covenants, and agreements between the

parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties.

Article 15 The Articles and other headings contained in this Agreement are meant to organize the document and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

Article 16 Each person signing below on behalf of any entity hereby represents, warrants, and covenants that he/she does so with full and complete authority to so bind the party on whose behalf he/she is signing, to each and every obligation set forth in this Agreement. This Agreement is:

Executed at _____ (city), _____ (state), on _____ (date).

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By: Edward A. Kelly _____ (Signature)

___Edward A. Kelly_____ (Printed name)

___General President _____ (Title)

City of Bellevue Fire Department , Bellevue, Nebraska

By: _____ (Signature)

_____ (Printed Name)

_____ (Title)

16b.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/06/2024			SUBMITTED BY: Chief Perry Guido - Fire Department		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Purchase of fire gear equipment lockers for fire department.

SYNOPSIS/BACKGROUND:

This purchase was submitted and approved as a Capital Improvement Project for this fiscal year. This project will replace the enclosed, 30 year-old lockers that are in poor condition due to age and deterioration . Newer, current National Fire Protection Association (NFPA) requirements specify more washing cycles of fire gear to remove cancer causing contaminants. The purchase equipment lockers that will allow for proper ventilation and drying of fire gear and keep it contained in a specific area of the fire station to prevent damage and extend the longevity of the gear. The bid for the lockers was obtained through NPPGov which the City is a member and in compliance with City purchasing procedures. NPPGov is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide. NPPGov contracts are created through a public solicitation and award process by a Lead Public Agency. This bid includes the purchase, delivery, assembly and installation of the locker systems.

FISCAL IMPACT:: $54981.01 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:		COUNTER-PARTY:		INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:	Bunker Gear Lockers	CIP PROJECT NUMBER:	FI24(01)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:	CIPFI24(01)	ACCOUNT NUMBER:	7105		

RECOMMENDATION:

To approve and authorize a purchase order issued to Geargrid Corporation for the amount of the quote, $54981.01, for the lockers, with delivery, assembly and installation.

ATTACHMENTS:

1.	Quote	2.	Bid Information	3.	
4.	Specifications	5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

Quotation

GearGrid Corporation
670 15th St SW
Forest Lake, MN 55025
Phone: (651) 464-4468 Fax: (651) 464-4780
www.geargridcorp.com

Quote Number: 00011798
Quote Date: 1/29/2024
Customer Number:

Project Name: Bellevue Fire Department - Lockers 4 Stations
Specification Section: --
Addenda Acknowledged: --

Sold To:
Bellevue Fire Department

Bellevue, NE 68123

Ship To:
Bellevue Fire Department

Bellevue, NE 68123

Phone: 4029813860 **Fax:** **E-mail:** keith.sanders@bellevue.net

Confirm To:	Carrier	F.O.B.	Terms	Quote Provided By:
Keith Sanders	Old Dominion	Origin	Net 30	Jeff Anderson

Part Number	Description	UOM	Quantity Ordered	Price	Extended Amount
402406	LKR-24Wx72Hx20D-6openings	LOT	1	$1,907.99	$1,907.99
402409	LKR-24Wx72Hx20D-9openings	LOT	1	$2,802.33	$2,802.33
402410	LKR-24Wx72Hx20D-10openings	LOT	1	$3,088.48	$3,088.48
402411	LKR-24Wx72Hx20D-11openings	LOT	1	$3,393.06	$3,393.06
402404	LKR-24Wx72Hx20D-4openings	LOT	1	$1,322.11	$1,322.11
402405	LKR-24Wx72Hx20D-5openings	LOT	1	$1,613.11	$1,613.11
402406	LKR-24Wx72Hx20D-6openings	LOT	1	$1,907.99	$1,907.99
402410	LKR-24Wx72Hx20D-10openings	LOT	1	$3,088.48	$3,088.48
402405	LKR-24Wx72Hx20D-5openings	LOT	1	$1,613.11	$1,613.11
402410	LKR-24Wx72Hx20D-10openings	LOT	1	$3,088.48	$3,088.48
402411	LKR-24Wx72Hx20D-11openings	LOT	1	$3,393.06	$3,393.06
401044-6	Furring Mount-6 In w/hardware	EA	3	$23.28	$69.84
401044-8	Furring Mount-8 In w/hardware	EA	3	$23.28	$69.84
402406	LKR-24Wx72Hx20D-6openings	LOT	1	$1,907.99	$1,907.99
402409	LKR-24Wx72Hx20D-9openings	LOT	2	$2,802.33	$5,604.66
432403	LKR-Mobile-24Wx72Hx20D-3openin	LOT	1	$1,191.16	$1,191.16
432402	LKR-Mobile-24Wx72Hx20D-2openin	LOT	1	$989.40	$989.40
401024	Kit-Hang Bar-24 In-GearGrid	EA	116	$25.22	$2,925.52
492031	Kit, Hangbar Secure Bracket	EA	16	$4.85	$77.60
401013	Hanger-Coat Dry	EA	116	$14.55	$1,687.80

Quote Notes:

This quote includes a total of 116 GearGrid Lockers

- Each locker is 24"W x20"D without doors
- Each locker comes standard with 2 adjustable shelves, 3 apparel hooks, wire grid back panels and nameplate holders.
- Optional Accessories for each locker include
  - Stainless Steel Hanbars
  - Stainless Steel GearDryer Hangers

Station D1 has 36 lockers in wall mount banks of 6, 9, 10 & 11

Station D2 has 25 lockers in wall mount banks of 4, 5, 6 & 10

Station D3 has 26 lockers in wall mount banks of 5, 10 & 11

Please note we included a few furring mounts so the lockers can be mounted in a consecutive bank for the bank of 10. Please clarify the structure of the wall opening and the depth at this location

Station D4 has 24 lockers in wall mount banks of 6, 9 and 9

Additional mobile lockers (1) 3-pack and (1) 2-pack are also included.

Lockers will ship to one location. They will be packed per station and the fire department to deliver pallets to each station.

Please see the OPTIONAL ADD price for having GearGrid installers perform the installation. This price assumes all walls are ready to accept lockers and the lockers are delivered onsite.

Pricing includes NPPGov pricing and an NPPGov membership number will be required at the time of order.

GearGrid is not responsible for collecting or remitting out of state sales tax

1-29-2024 - Removed TopSide Storage from Material and install pricing

1. Assembly/Installation provided by: Bellevue Fire Department
2. GearGrid can provide (NON-UNION, NON-CERTIFIED PAYROLL) Assembly and Installation for an ADDED price of:$11,095.00
   Estimated Ship Date: Approximately Please check at time of order weeks after receipt of order.
3. This quote does not include nameplates, please source at www.firehouseid.com or locally
4. If Doors are ordered GearGrid does not provide padlocks or other locking devices unless otherwise indicated.
5. When Powerbars are ordered, electrical wiring, receptacles and installation of electrical are not included. Please consult local certified electrician.
6. GearGrid products are packaged on 74" long x 44" wide skids, standard trailer delivery. Off-loading by others. If lift gate or other special services are desired, this must be requested at the time of initial quote request.

Net Order:	$43,033.00
Less Discount	$1,290.99
Freight:	$2,144.00
Sales Tax:	
Order Total US $:	$43,886.01

Quotation is valid for 90 days for product costs; freight charges are valid for 30 days.

11,095.00

$54,981.01

TERMS AND CONDITIONS OF SALE

1. **GENERAL.** These Terms and Conditions apply to all sales of goods ("Goods") by GearGrid, LLC ("GearGrid") to any proposed Buyer ("Buyer"). Any additional or different terms and conditions proposed by the Buyer are objected to and hereby rejected, notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgment, notice, communication or other Buyer form, unless such additional or different terms are expressly accepted by Seller in writing, signed by an authorized officer of Seller. Acceptance by Buyer of any goods from Seller shall be considered acceptance of these Terms and Conditions. If these Terms and Conditions, or any related documents from Seller, are deemed to be a response to a Buyer document, then notwithstanding any additional or different terms that may be embodied in Buyer's document, Seller's response is expressly conditional on Buyer's consent to the additional and/or different terms and conditions set forth in these Terms and Conditions. If these Terms and Conditions are not acceptable to Buyer, Buyer must notify Seller in writing at once.

2. **VERBAL ORDERS.** Verbal orders are accepted only on the terms herein and in Seller's order acknowledgment. Any discrepancies between Seller's order acknowledgment and the Buyer's verbal order are not binding on Seller. PLEASE REVIEW GEARGRID'S ORDER ACKNOWLEDGMENT CAREFULLY.

3. **PAYMENT.** Unless otherwise stated in GearGrid's order acknowledgment or quotation, all invoices are due 30 days after the invoice date. Past due accounts will be charged interest at 1.5% per month, but not more the maximum interest rate allowed by law. Any wire transfer or related fees associated with payment of individual invoices will be the responsibility of the Buyer. A 3% fee will be added to any order paid using a credit card.

4. **SHIPPING DATES.** All shipping dates represent only a reasonable estimate of the time required for manufacturing at the time of order acceptance or quotation. These dates shall not be construed as promises or agreements to ship or deliver goods on specific dates.

5. **SHIPMENT - RISK OF LOSS.** Except as otherwise provided in Seller's invoice, all shipments will be made by F.O.B. Seller's manufacturing facility in Forest Lake, Minnesota. Shipping and insurance costs are not included in the individual product prices and shall be paid by Buyer. All goods are shipped at Buyer's risk. Title to the goods and risk of loss or damage shall pass to Buyer upon tender of delivery to the carrier in Forest Lake, Minnesota. All claims for shortage or for damage in transit must be reported to Seller within 10 days of delivery.

6. **DELAYS.** Delivery shall be subject to, and contingent upon, strikes, labor difficulties, riot, war, fire, delay or defaults of common carriers, governmental decrees or orders, inability to obtain necessary material or facilities or any other delays beyond Seller's reasonable control. Seller shall not be liable for any losses caused by such delays.

7. **CANCELLATION.** A cancelation fee will be applied to all cancelled orders. The amount of the cancellation fee will be based on the percent completion of the customer order.

8. **TAXES** - Seller's prices do not include taxes or other governmental charges with respect to the sale, purchase, delivery, use or transportation of Goods. Any such taxes which Seller may be required to pay or collect under any existing or future law shall be promptly paid to Seller by Buyer upon demand.

9. **WARRANTIES AND DISCLAIMERS.** Seller warrants to the Buyer that the Goods shall be free from defects in materials and workmanship for a period of one year from time of shipment. If Buyer notifies Seller in writing within the applicable period from the date of shipment by Seller ("Warranty Period") of such a defect in any Goods, and if Seller determines that such Goods are not in conformity with this warranty, Seller will repair or replace such Goods or refund to Buyer the purchase price of such Goods. Any claims not made within the Warranty Period are deemed waived by Buyer. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR AGAINST INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED BY SELLER.**

10. **PRODUCT WARRANTY PERIOD.** Unless otherwise stated, all GearGrid products are warranted as described in Warranties and Disclaimers, for a period of 2 years, except for the GridIron locker line which carries a 10 year standard warranty.

11. **RETURN & RESTOCKING POLICY.** Goods may not be returned without the Seller's consent, at its discretion and will be subject to a restocking fee. A minimum 25% restocking fee will apply to all returned products. No product may be returned without a Return Authorization and agreement provided by GearGrid. Any returned product received in damaged condition, will be subject to credit adjustment.

12. **LIMITATION OF REMEDIES. IN NO EVENT SHALL SELLER'S OBLIGATIONS WITH RESPECT TO ANY GOODS EXCEED THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR THOSE GOODS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGE, LOSS OR EXPENSE (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL), WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, STRICT TORT OR WARRANTY.**

13. **INTERNATIONAL TRANSACTIONS.** If the Goods are to be shipped outside of the United States, no shipment will be authorized until Seller has received an irrevocable letter of credit issued to Seller for the entire purchase price of the Goods and issued or confirmed by a bank located in the United States that is acceptable to Seller in its sole discretion. The Convention on Contracts for the International Sale of Goods shall not apply to any transaction subject to these Terms and Conditions.

14. **GOVERNING LAW/DISPUTES** - These Terms and Conditions shall be governed by and interpreted in accordance with the internal laws of Minnesota. No action with respect to the Goods or arising out of these Terms and Conditions may be brought by Buyer more than one year after the cause of action has accrued. All disputes shall be resolved in state or Federal courts located in Hennepin County, Minnesota.

15. **EXCLUSIVE AGREEMENT** - No agreement varying these Terms and Conditions will be binding upon Seller unless in writing and signed by an officer of Seller.

16. **ASSEMBLY AND INSTALLATION (WHEN APPLICABLE)** GearGrid will be responsible for assembly/installation for the items quoted when the price is indicated on quote and accepted by customer. Customer will be responsible for off-loading material from carrier and storing in a safe, secure environment until scheduled installation. Customer is responsible for noting any damage to shipment with carrier at the time of delivery. The damage to be noted on Bill of Lading prior to signing and accepting shipment. Customer will also immediately notify GearGrid of shipment damage via email to sales@geargrid.com. Evidence of damage including description and pictures will be necessary. Customer will be responsible for providing a trash receptacle for packing materials and skid disposal. Customer will be responsible for accurate field measurements prior to GearGrid releasing order for production. Field dimensions should also note the material make-up of walls or floors that lockers will be anchored into and any impediments that will require special installation circumstances. Inaccurate field dimensions or omission of special installation circumstances that require additional costs in terms of materials or labor will be the sole responsibility of Customer. Customer will coordinate a firm installation date no later than 30 days prior to the required install date to allow for installer to coordinate travel logistics. If jobsite is not ready for installation as of previously agreed upon date,

Customer will be responsible for additional travel, lodging and other costs associated with delay. Customer will make sure area is free and clear of any obstructions/clutter to allow for adequate space to work freely. Customer will advise of open days/hours work can be performed on site. GearGrid is not able to provide Certified Payroll or Union Wages.

17. **APPROXIMATE LABOR REQUIRED FOR ASSEMBLY AND INSTALLATION.** Using the information below will allow you to approximate the Man Hours required to assemble and install GearGrid products. These figures are provided as a courtesy and are dependent on a variety of factors including: labor experience and skill, jobsite conditions, accessories included, layout, etc. Please feel free to use these calculations, however GearGrid is not responsible for actual assembly and installation times.

First 6 Lockers: 1 hour per locker
Each locker after the first 6: .75 hours per locker
Locker Doors: Add .25 hours per door
Hose Racks, Slingers, Miami, Suffolk, etc: 2 hours each

SECTION 10503
TURNOUT GEAR LOCKERS
WALL MOUNTED

PART 1 GENERAL

1.1 SECTION INCLUDES
A. Design, fabrication and installation of wall mounted turnout gear lockers as specified herein.

1.2 RELATED SECTIONS
A. Division 00 Section "ARRA Grant Requirements" for "The Buy American Act" requirements as applicable.

B. Section 10: Metal Lockers.

C. Sections of Division 16: electrical as applicable.

1.3 SUBMITTALS
A. Product Data: Submit manufacturer's product data and installation instructions.

B. Shop Drawings: Submit manufacturer's shop drawings for each individual run of lockers.

C. Samples: Submit manufacturer's standard color samples.

D. Owner's Manual: Provide maintenance manual at closeout.

E. Warranty: Submit manufacturer's standard warranty.

1.4 QUALITY ASSURANCE
A. Manufacturer shall have a minimum of fifteen years experience in the direct manufacture of lockers.

B. Installer Qualifications: Installer shall have experience necessary to assure lockers are installed properly and according to manufacturer's instructions.

C. Reference:

1. ASTM A513 – Minimum properties of Electric-Resistance-Welded Carbon Allow Steel Mechanical Tubing

2. ASTM A510 - Minimum properties of Wire Rods and Coarse Round Wire, Carbon Steel and Alloy Steel

1.5 DELIVERY, STORAGE AND HANDLING
A. Delivery: Deliver materials to site in manufacturer's original, unopened containers with labels identifying product and manufacturer's name.

B. Storage: Store materials in a clean dry area.

C. Handling: Protect materials and finish during installation and handling to prevent damage.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. **Acceptable Manufacturers:** Subject to compliance with requirements of the contract documents, acceptable manufacturer's are as follows:

1. GearGrid Corporation, 670 SW 15th Street, Forest Lake, MN 55025. Toll-free 888-643-6694. Phone 651-464-4468. Fax 651-464-4780. Web site www.geargrid.com. Email sales@geargrid.com.
2. Additional manufacturer's may be approved, however approval does not preclude the manufacturer from providing documentation supporting their product meets or exceeds all aspects of this specification section. Failure to provide proper documentation will result in the rejection of submitted product.

2.2 TURNOUT GEAR LOCKER FABRICATION

A. Lockers must be fabricated and manufactured in the U.S.A. Products not manufactured in the U.S.A will be rejected at the time of submittals.

B. **Model:** GEARGRID Wall Mounted Storage System.

C. **Locker Sizes:** (Please reference project drawings for indicated sizes)

1. Widths: 18", 20", 24", 30" and 36"
2. Depths: 20", 24" and 32"
3. Height: 74.5"

D. **Construction:** Units shall be welded at all applicable joints. Forming of metal shall be completed by standard cold-forming operations. Use of fasteners will only be required to allow for knock-down shipping, securing units to mounting surface and on applicable accessories.

E. **Vertical Dividers:**

1. Outer Frames: 1.25" O.D. x 16 gauge wall thickness ASTM A513 steel tubing.

2. Inner Grid: .25" diameter ASTM 510 cold drawn steel wire resistance welded to a 3" square pattern.

3. Inner Grid wires must be full length and width of inside vertical divider frame. Wires not running full length or width, thus creating exposed wire ends will not be acceptable.

4. Inner Grid wires must run horizontally and vertically creating a square or rectangular grid pattern only. Grid wires not creating a square or rectangular grid pattern will not be acceptable.

5. Inner Grid wires shall intersect and cross all perpendicular wires, and shall be welded at all intersections.

F. **Back Panel:**

1. Required on each locker to protect the locker contents and wall substrate, as well as provide an additional panel for accessory attachment.

2. Grid: .25" diameter ASTM 510 cold drawn steel wire resistance welded to a 3" square pattern.

3. Back panel must engage and be secured to vertical dividers via horizontal wires which extend into mounting holes pre-drilled in vertical dividers. Back panels are sandwiched between vertical dividers, preventing them from being removed after assembly is complete.

4. Inner Grid wires must be full length and width of inside vertical divider frame. Wires not running full length or width, thus creating exposed wire ends will not be acceptable.

6. Inner Grid wires must run horizontally and vertically creating a square or rectangular grid pattern only. Grid wires not creating a square or rectangular grid pattern will not be acceptable.

5. Inner Grid wires shall intersect and cross all perpendicular wires, and shall be welded at all intersections.

G. Shelves: (1) Upper, (1) Lower. .25" diameter ASTM 510 cold drawn steel wire resistance welded and cold formed. Upper shelf shall include an integrated 20 gauge steel bracket to accept a 2" x 16" name placard(not included), unless doors are selected as an option, in which case the name placard holder will be integrated into the door.

H. Apparel Hooks: (3) per locker opening. .192" diameter ASTM 510 cold drawn steel wire resistance welded, cold formed and powder coated. Apparel hooks must securely engage and snap onto side or back grid, to prevent unintentional disengagement of hook.

2.3 ACCESSORIES –

All of the following accessories are OPTIONAL and should be removed from specification if not desired.

A. Door (optional):

1. Frame: 1.25" O.D. x 16 gauge wall thickness ASTM A513 steel tubing.

2. Inner Grid: .25" diameter ASTM 510 cold drawn steel wire resistance welded to a 3" square pattern.

3. Inner Grid wires must be full length and width of inside vertical divider frame. Wires not running full length or width, thus creating exposed wire ends will not be acceptable.

4. Inner Grid wires shall intersect and cross all perpendicular wires, and shall be welded at all intersections

5. Top Cover: .25" diameter ASTM 510 cold drawn steel wire resistance welded to a 3" square pattern. To securely enclose the top of the locker. Top cover must engage and be secured to vertical dividers via horizontal wires which extend into mounting holes pre-drilled in vertical dividers. Top Covers are sandwiched between vertical dividers, preventing them from being removed after assembly is complete.

6. Hinge: Single pin welded style with brass pivot bushing. Door and Vertical Divider hinge components must be welded and not mechanically fastened.

7. Placard Channel: 20 gauge steel to accept a 2" x 12" name placard(not included), securely welded to inner grid panel

8. Latch/Hasp: Self-latching with padlock hasp, constructed as follows; Vertical Divider side latch shall be minimum .125 in. sheet steel welded to Vertical Divider frame. Door side latch shall be constructed of .125 in. sheet steel and .1875 in. wire. Latch components manufactured from formed wire will not be acceptable. Lock by owner.

B. Hang Bar (Optional)

1. Hang Bars must be manufactured to allow each locker user to install at their desired height. Hang Bars that span multiple locker openings are not acceptable.

2. Tube: 1.25"O.D. x 16 gauge 304 stainless steel tubing.

3. Brackets: Allow Hang Bars to be securely attached to each vertical divider, powder coated.

C. Heavy Hanger (optional):

1. .25" diameter 304 stainless steel wire cold formed and resistance welded.

2. Black vinyl coating on hook end.

D. Gear Dryer Hanger (optional):

1. .25" diameter 304 stainless steel wire cold formed and resistance welded. Includes formed loops to prop open sleeves on jackets to promote better circulation throughout the garment.

2. Black vinyl coating on hook end.

E. Glove Drying Hanger (optional):

1. .25" diameter 304 stainless steel wire cold formed and resistance welded.

2. Black vinyl coating on hook end.

F. Helmet Holder (optional, not recommended when Door and Top Cover option or Top Side Storage option is also selected):

1. .25" diameter ASTM 510 cold drawn steel wire resistance welded. Powder coated finish in specified color.

G. Secure Box (optional):

1. 6" wide x 6" high x 12" deep 6061 Aluminum enclosure with hinged, lockable door at outer end. Design shall include an integrated mail slot. Powder coated finish in specified color.

H. Power Bar (optional on 20" and 24"):

1. 16 gauge steel chase integrated into the upper framework of the locker assembly allowing provision for the installation of a 120VAC duplex outlet at each locker location. Powder coated finish in specified color.

    a. *No outlets or electrical connections included with Power Bars.*

I. Top Side Storage (optional):

1. Shelf spanning across the top of the lockers for additional gear storage above lockers. .25" diameter ASTM 510 cold drawn steel wire resistance welded to a 3" square pattern. Powder coated finish in specified color.

2.4 FINISH

A. General: All system components excluding assembly and mounting hardware and stainless steel components are to receive the standard finish.

B. Standard Finish: Components to be cleaned using a phosphatized bath, clear water rinse and electro-statically coated with a durable and UV-stable TGIC powder coating process. Thickness of applied finish shall be 3 – 4 mm for added protection.

1. Anti-Corrosive Primer: (Optional)

C. Color: _____ (Manufacturer must provide a minimum 7 standard color choices for selection)

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine area to receive lockers. Notify architect if area are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

3.2 INSTALLATION

A. Install lockers in accordance with manufacturer's instructions.

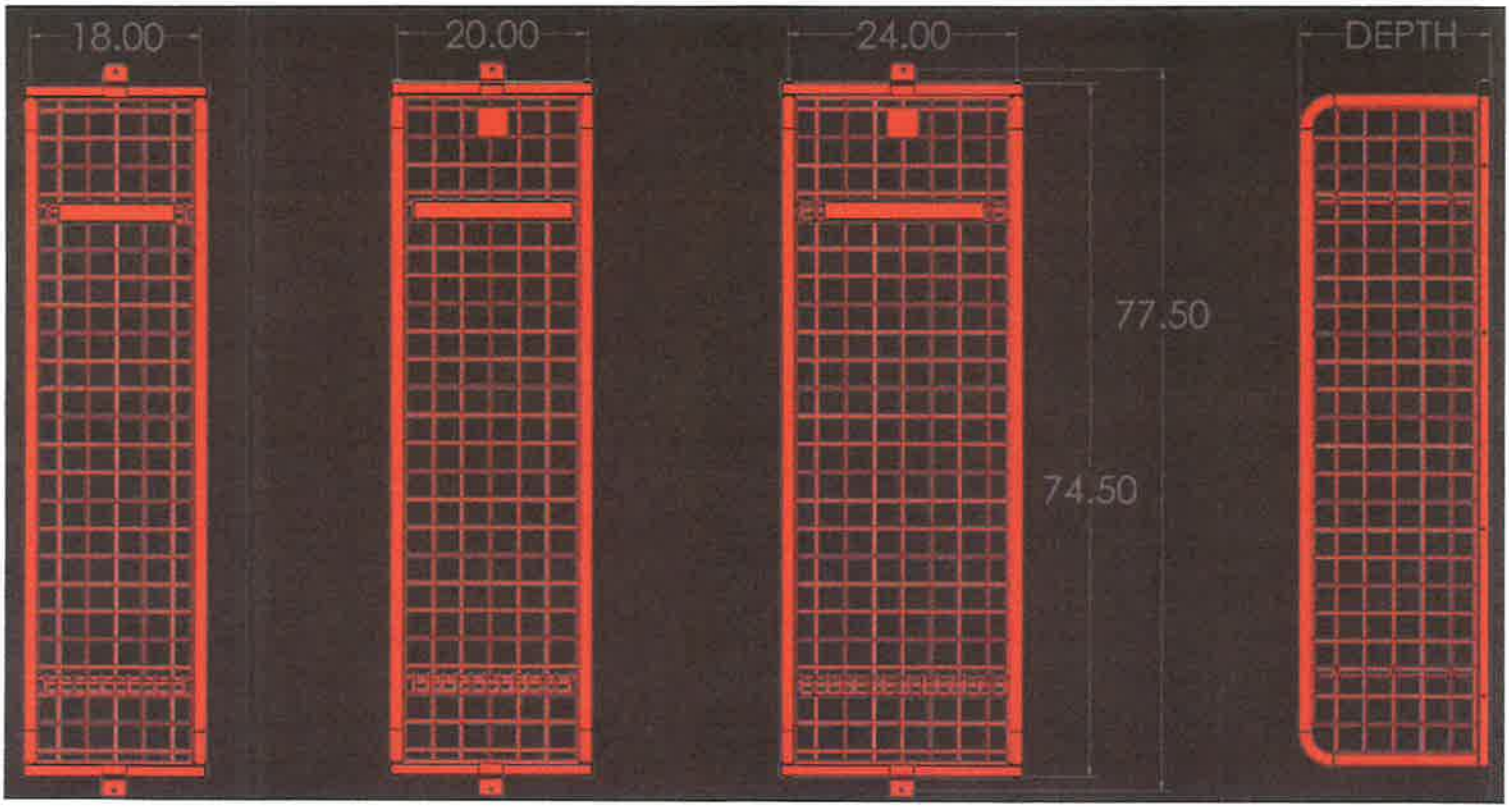
B. Use manufacturer's hardware for assembly.

C. Anchor to mounting surface with proper hardware.

END OF SECTION

GEARGRID

WALL MOUNT LOCKERS



DESIGN FEATURES:

FRAME: Heavy-Duty 1-1/4" Steel Tubing
SIDE & BACK GRIDS: High Strength 1/4" wire, 3" x 3" square grid pattern
ADJUSTABILITY: Wire shelves adjustable in 3" increments

AVAILABLE SIZES:

18"W-20"D-74-1/2"H
20"W-20"D-74-1/2"H
24"W-20"D-74-1/2"H
24"W-24"D-74-1/2"H
24"W-32"D-74-1/2"H
30"W-24"D-74-1/2"H
36"W-24"D-74-1/2"H *
Mounting height user defined

*Includes Topside Storage
*Secure doors not available

STANDARD EQUIPMENT PER LOCKER:

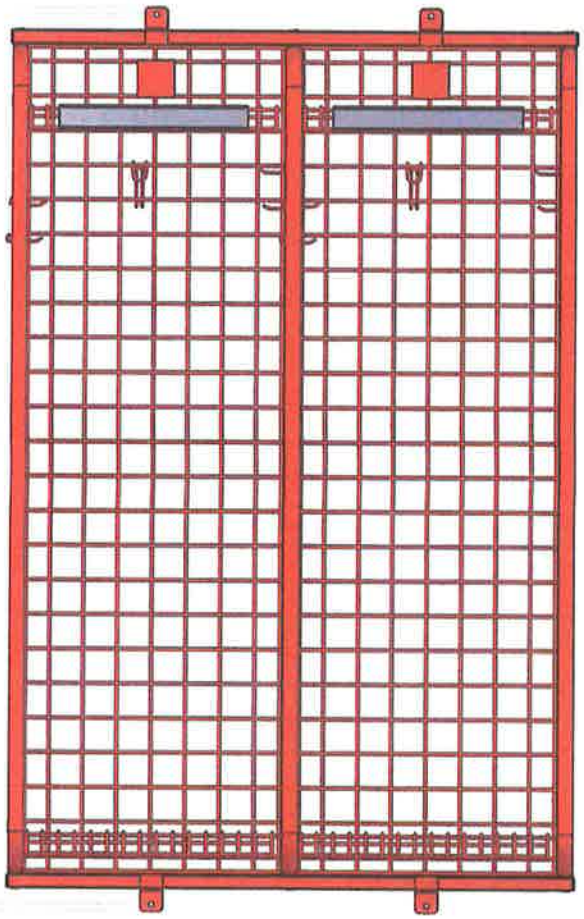
Two flat shelves constructed of high strength 1/4" wire (top shelf includes nameplate holder / 20 gage sheet metal)
Three apparel hooks

OPTIONAL EQUIPMENT:

Secure Doors: heavy-duty 1-1/4" steel tubing with 1/4" wire 3" x 3" square pattern
Furring System: wall and floor / 2"-8" (vertical & horizontal)
SCBA & O2 bottle shelves for 24" locker widths only

GEARGRID, LLC
670 SW 15TH Street
Forest Lake, MN 55025

Toll Free: 888-643-6694
Local: 651-464-4468
Fax: 651-464-4780
Email: sales@GearGrid.com





GEARGRID

WALL MOUNT

SIZE PART NO REV

D

DO NOT SCALE DRAWING SHEET 1 OF 1

GEARGRID® CORPORATION

Firefighting Equipment

Product Specifics

GearGrid LLC specializes in the design and fabrication of durable storage solutions for markets that require leading edge solutions and is the market leader in the Public Safety, Athletic/Education and Automotive Industries. Some products on contract include:

- Firefighter turnout gear lockers
- Fire station storage systems
- Athletic team lockers
- Athletic equipment storage systems
- Law Enforcement storage systems
- Tactical specialty storage systems

PUBLICLY SOLICITED CONTRACT & AWARDED

Lead Public Agency: League of Oregon Cities

RFP #1910

Contract Number: PS20025

CONTRACT TERM

Effective Date: 04/03/2020

Initial expiration: 04/03/2023

Possible extensions through: 04/03/2026

Pricing Details

This contract provides up to 3% discount off list price based on order volume. For pricing and details, log in to **nppgov.com**.

Contract Details

- Log into **nppgov.com**
- Forms, legal documentation, price lists and other information can be found on the GearGrid vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

LEAGUE OF OREGON CITIES
Fire Fighting Equipment Solicitation Synopsis
Solicitation No. 1910

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighting Equipment. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighting Equipment using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1910) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11, 2019.

The RFP was published in USA Today on November 12, 2019.

The RFP closed on January 24th, 2020.

The RFP was awarded on March 5th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:

LEAGUE OF OREGON CITIES
(LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.

Published Nov. 11, 2019. 11814361

LOC received a proposal (s) from the following vendor (s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger
5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. NM Fire
11. Ten-8

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger

5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. Ten-8

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Pricing Structure

Avidbots Corp: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Cascade Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Draeger: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Geargrid: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Heracles: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Holmatro: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MES: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE FIGHTING EQUIPMENT to the following addresses:

L.N. Curtis and Son Attn: Nick Lawrence 1800 Peralta Street Oakland, CA 94067	MES Attn: Seth Cosans 7 Poverty Road 85H Bennett Square Southbury, CT 06488	Ten-8 Fire Equipment, Inc. Attn: Cindy Morgan 2904 59th Ave. Dr. E. Bradenton, FL 34203
Hughes Fire Attn: Rex Hughes 910 Shelley St. Springfield, OR 97477	Municipal Equipment Company, LLC Attn: Mathew Fenneman 134 E. 3rd. St. Tifton, GA 31794	NAFECO Attn: Ronald Woodall 1515 West Moulton St Decatur, AL 35601
5 Alarm Fire & Safety Equipment, Inc. Attn: Gerry Fleisher 350 Austin Circle, Delafield, WI, 53018	Draeger Attn: 7256 S. Sam Houston W. Pkwy Suite 100 Houston, TX 77085	FLIR Attn: Jason Messerschmidt 9 Townsend West Nashua, NH 03063
Holmatro Attn: JoAnn Tyler 505 McCormick Drive Glen Burnie, MD 21061	GearGrid Attn: Jeff Anderson 670 S.W. 15th St. Forest Lake, Mn 55025	

Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.

OFFICIAL STAMP
JENNIFER CYPERT
NOTARY PUBLIC-OREGON
COMMISSION NO. 964506
MY COMMISSION EXPIRES JULY 11 2021

NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH–ss.
I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FIRE FIGHTING EQUIPMENT
League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **November, 2019**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 202

LEAGUE OF OREGON CITIES
(LOC)
NOTICE OF SOLICITATION

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Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

MCA russell johns

National Veteran Owned Business Association | NVBOC WOSB Certified

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

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NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION

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For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at: http://pioneerelectric.coop/resources/storm-restoration/ Bids due by 12/2/2019.

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https://brooklynnovelties.com/



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In the tradition of Christmas, we will be giving away a product with every order as supplies last.
Find us on Facebook at: Guy From Brooklyn

HEALTH / FITNESS

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024			SUBMITTED BY: Dave Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Closing of Project: 2023 Concrete Projects (BPW#230102)

SYNOPSIS/BACKGROUND:

On April 4, 2023 The Honorable Mayor and City Council approved the 2023 Concrete Projects with an original estimated cost of $622,898.25. On November 7, 2023 The Honorable Mayor and City Council approved Change Order No. 1 for an additional estimated cost of $250,000.00. The final cost of the project is $965,898.25 at closing, which is an overrun of $92,307.68. Despite the quantity overruns, the final project cost is within the approved budget for CIP ST 23(2) "2023 Concrete Projects" due to favorable bid unit prices.

FISCAL IMPACT:: $965,898.25 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Earnest Construction Group INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW#230102 - Concrete Projects

CONTRACT EFFECTIVE DATE: 4/4/2023 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2023 Concrete Projects

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

CIP PROJECT NAME: CIPST23(02) CIP PROJECT NAME: 2023 Concrete Projects

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

ACCOUNTING DISTRUBUTION CODE: 10-15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

Approve final payment application in the amount of $129,577.93. Approve Change Order No. 2 in the amount of $92,307.68 to account for the contract overrun. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

1.	Final progress estimate	2.	Change Order No. 2	3.	Certificate of Substantial Compl
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022



P2024-70265
BPW-230102 P2023-61200

PERIODIC COST ESTIMATE
CITY of BELLEVUE
Engineering Department

Estimate No. 9 (FINAL)
Project No. BPW-230102
Page 1 of 1
Period Ending: December 30, 2023

Project Description:
2023 Concrete Projects

Owner:
City of Bellevue
1500 Wall Street
Bellevue NE 68005

Contractor:
Earnest Construction Group, Inc.
11507 S 42nd St., Ste. #109
Bellevue, NE 68123

Date of Estimate: January 19, 2024

Percent Completion:	110.57%
Current Contract Amt:	$872,898.25
Estimated Completion:	12/30/2023

Item No.	Description	Unit	Unit Price ($)	Quantities Contract	Actual To Date	% To Date	Amount ($)
1.	REMOVE INLET	EA	$250.00	2.00	0.000	0%	0.00
2.	REMOVE SIDEWALK	SF	$0.55	12,565.00	17,208.270	137%	9,464.55
3.	ADJUST UTILITY VALVE TO GRADE	EA	$50.00	2.00	23.000	1150%	1,150.00
4.	CONSTRUCT 4-INCH PCC SIDEWALK	SF	$6.00	5,609.00	9,264.250	165%	55,585.50
5.	CONSTRUCT 6-INCH PCC SIDEWALK	SF	$7.00	5,306.00	9,498.750	179%	66,491.25
6.	CONSTRUCT SIDEWALK CURB WALL	SF	$20.00	25.00	77.600	310%	1,552.00
7.	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	SF	$8.00	770.00	2,013.460	261%	16,107.68
8.	CONSTRUCT PCC CURB RAMP	SF	$12.80	3,424.00	2,810.430	82%	35,973.50
9.	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY)	SF	$0.00	1,522.00	776.000	51%	0.00
10.	CONSTRUCT SEGMENTAL RETAINING WALL	SF	$10.00	387.00	332.000	86%	3,320.00
11.	ADJUST MANHOLE TO GRADE	EA	$250.00	4.00	15.000	375%	3,750.00
12.	CONSTRUCT GRATE INLET - TYPE "A" DOUBLE	EA	$2,000.00	2.00	1.000	50%	2,000.00
13.	RECONSTRUCT CURB INLET WALLS	EA	$500.00	4.00	2.000	50%	1,000.00
14.	INSTALL SEEDING (SUBSIDIARY)	SY	$0.00	1,085.00	0.000	0%	0.00
15.	INSTALL SEEDING (AUTHORIZED)	SY	$4.00	105.00	25.300	24%	101.20
16.	INSTALL SODDING (SUBSIDIARY)	SY	$0.00	100.00	0.000	0%	0.00
17.	INSTALL SODDING (AUTHORIZED)	SY	$7.00	30.00	0.000	0%	0.00
18.	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	$3,700.00	1.00	1.000	100%	3,700.00
19.	REPAIR PAVEMENT (TYPE L85)	SY	$88.10	2,837.00	5,499.700	194%	484,523.57
20.	REPAIR CURB AND GUTTER	LF	$28.00	3,723.00	3,740.500	100%	104,734.00
21.	REPAIR DRIVEWAY (TYPE L85)	SY	$73.00	443.00	711.428	161%	51,934.24
22.	RECONSTRUCT INLET	EA	$1,900.00	3.00	4.000	133%	7,600.00
23.	REMOVE AND REPLACE PRECAST INLET TOP	EA	$1,720.00	12.00	15.000	125%	25,800.00
24.	MOBILIZATION/DEMOBILIZATION	LS	$100.00	1.00	1.000	100%	100.00
25.	TOWING	HR	$50.00	2.00	0.000	0%	0.00
	Faulkland Park (Add Alternate)						
26.	REMOVE PAVEMENT	SY	$10.00	50.00	55.550	111%	555.50
27.	REMOVE SIDEWALK	SF	$0.55	8,032.00	8,885.525	111%	4,887.04
28.	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE L85)	SY	$82.00	50.00	55.550	111%	4,555.10
29.	CONSTRUCT 6-INCH PCC SIDEWALK	SF	$7.00	8,032.00	10,818.400	135%	75,728.80
30.	INSTALL SEEDING (SUBSIDIARY)	SY	$0.00	1,067.00	0.000	0%	0.00
31.	INSTALL SEEDING (AUTHORIZED)	SY	$4.00	100.00	1,098.000	1098%	4,392.00
32.	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	$100.00	1.00	1.000	100%	100.00
33.	MOBILIZATION/DEMOBILIZATION	LS	$100.00	1.00	1.000	100%	100.00

I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of completed work under the terms of this contract ~~in conformity with the plans and specifications~~ and are true and correct.

Earnest Construction Group, Inc. — Date 1/19/24

I hereby represent that the work has progressed to the point indicated on this application for payment and that to the best of my knowledge the quality of work is in accordance with the Contract Documents based upon on-site observations of the work in progress.

City of Bellevue — Date 1/22/2024

Total Amount Completed Work to Date:	$965,205.93
Less Amount Retained:	$0.00
Less Previous Payments to Contractor:	$835,628.00
[illegible]	$129,577.93

Breakdown of Materials Delivered:

OK TO PAY
1/24/2024
1/24/24

WORK CHANGE DIRECTIVE

No. 2

DATE OF ISSUANCE 1/22/2024 EFFECTIVE DATE 1/22/2024

OWNER	City of Bellevue
CONTRACTOR	Earnest Construction Group
Contract:	April 4, 2023
Project:	2023 Concrete Projects
OWNER'S Contract No.	N/A
ENGINEER's Project No.	BPW-230102

You are directed to proceed promptly with the following change(s):

Description: **Concrete repairs are to be completed in a manner consistent with the contract in quantities as directed by the engineer in the field. No additional work areas or new pay items are included in this change order.**

Purpose of Work Change Directive: **The purpose of this change order is to balance final quantity overruns and underruns for this contract. The additional amount listed below is necessary to balance the contract based on actual quantities as field measured. Repairs were performed as deemed necessary based on conditions observed in the field and marked by the engineer.**

Attachments: (List documents supporting change) **n/a**

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined it the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices

☒ Lump Sum

☐ Cost of the Work _____

Estimated increase ~~(decrease)~~ in Contract Price: **$92,307.68** If the change involves an increase, the estimated amount is not to be exceeded without further authorization.	Estimated increase (decrease) in Contract Times: Substantial Completion: 0 days; Ready for final payment: ___ days.

ISSUED TO:	RECOMMENDED AND AUTHORIZED:
Earnest Construction Group	City of Bellevue
CONTRACTOR	OWNER
By:	By:

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Certificate of Substantial Completion

Project: 2023 Concrete Projects	Owner: City of Bellevue	Owner's Contract No.:
Contract:		Date of Contract: April 4, 2023
Contractor: Earnest Construction Group		Engineer's Project No.: BPW-230102

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

January 17, 2024
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

None

Contractor's Amended Responsibilities:

None

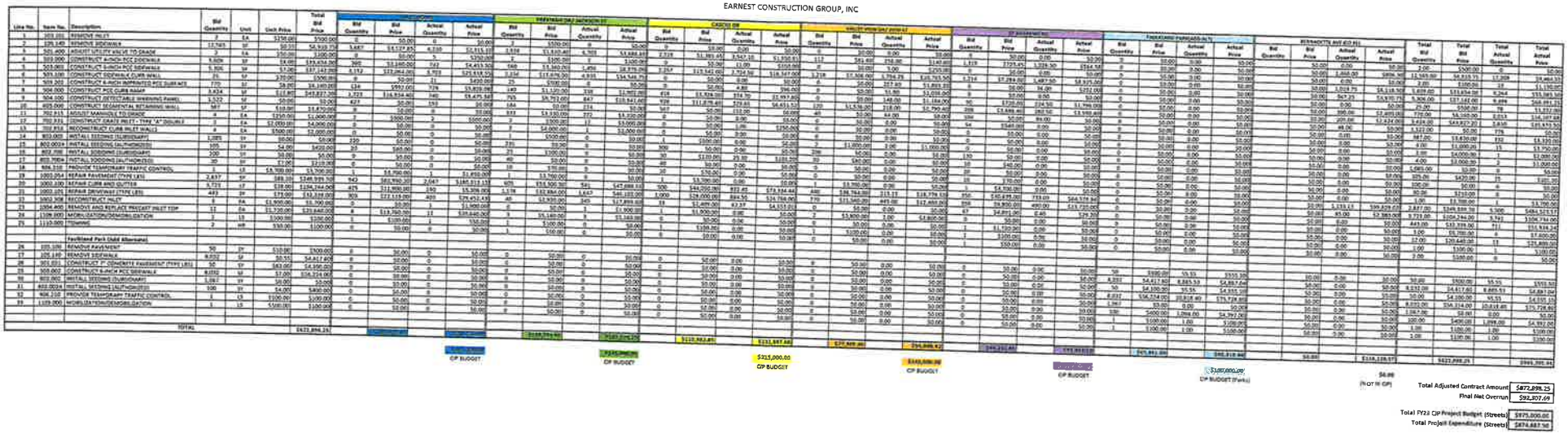
The following documents are attached to and made part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	1/17/2024 Date
Accepted by Contractor	Date
Accepted by Owner	Date

QUANTITIES & COST BY PROJECT
2023 CONCRETE PROJECTS
EARNEST CONSTRUCTION GROUP, INC



| | | |

QUANTITIES & COST BY PROJECT

2023 CONCRETE PROJECTS

EARNEST CONSTRUCTION GROUP, INC

Line No.	Item No.	Description	Bid Quantity	Unit	Unit Price	Total Bid Price	ALLEY STREET				FREEMAN DR/ JACKSON ST				CASCIO DR				VALLEY VIEW DR/ 33RD ST				STANDIFORD RD				FAIRWAY AND PARKWOOD ALY				BERNADETTE AVE (CO 1)				Total Bid Quantity	Total Bid Price	Total Actual Quantity	Total Actual Price
							Bid Quantity	Bid Price	Actual Quantity	Actual Price	Bid Quantity	Bid Price	Actual Quantity	Actual Price	Bid Quantity	Bid Price	Actual Quantity	Actual Price	Bid Quantity	Bid Price	Actual Quantity	Actual Price	Bid Quantity	Bid Price	Actual Quantity	Actual Price	Bid Quantity	Bid Price	Actual Quantity	Actual Price	Bid Quantity	Bid Price	Actual Quantity	Actual Price				
1	103.103	REMOVE INLET	2	EA	$250.00	$500.00	0	$0.00	0	$0.00	2	$500.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00	0.00	$0.00	2.00	$500.00	0	$0.00
2	105.140	REMOVE SIDEWALK	12,565	SF	$0.55	$6,910.75	5,687	$3,127.85	4,010	$2,315.37	2,928	$1,610.40	6,703	$3,686.65	2,519	$1,385.45	3,547.10	$1,950.91	117	$64.35	256.00	$140.80	1,319	$725.45	1,078.50	$564.58	0	$0.00	0.00	$0.00		$0.00	1,466.00	$806.30	12,565.00	$6,910.75	17,208	$9,634.55
3	501.400	ADJUST UTILITY VALVE TO GRADE	2	EA	$50.00	$100.00	0	$0.00	5	$250.00	2	$100.00	2	$100.00	0	$0.00	11.00	$550.00	0	$0.00	3.00	$150.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	2.00	$100.00	23	$1,150.00
4	503.000	CONSTRUCT 4-INCH PCC SIDEWALK	5,500	ST	$6.00	$33,654.00	260	$2,160.00	742	$4,453.50	560	$3,360.00	1,496	$8,976.00	2,257	$13,542.00	7,724.50	$46,347.00	1,218	$7,308.00	1,734.25	$10,765.50	1,214	$7,284.00	1,487.50	$8,925.00	0	$0.00	0.00	$0.00		$0.00	1,019.75	$6,11 8.50	5,609.00	$33,654.00	9,264	$55,585.50
5	503.002	CONSTRUCT 6-INCH PCC SIDEWALK	5,306	SF	$7.00	$37,142.00	3,152	$22,064.00	3,703	$25,918.55	2,154	$15,078.00	4,935	$34,546.75	0	$0.00	0.00	$0.00	0	$0.00	257.50	$1,803.20	0	$0.00	34.00	$253.00	0	$0.00	0.00	$0.00		$0.00	587.25	$3,970.75	5,306.00	$37,142.00	9,459	$66,491.75
6	503.100	CONSTRUCT SIDEWALK CURB WALL	25	SF	$20.00	$500.00	0	$0.00	21	$420.00	25	$500.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	51.80	$1,036.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	25.00	$500.00	78	$1,552.00
7	503.203	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	770	SF	$8.00	$6,160.00	124	$992.00	729	$5,832.00	140	$1,120.00	238	$1,902.00	418	$3,328.00	374.70	$2,992.80	0	$0.00	148.00	$1,184.00	96	$720.00	724.50	$1,796.00	0	$0.00	0.00	$0.00		$0.00	800.00	$2,400.00	770.00	$6,160.00	2,013	$16,107.68
8	504.000	CONSTRUCT PCC CURB RAMP	3,424	SF	$12.80	$43,827.20	3,323	$16,934.40	740	$9,475.36	765	$9,792.00	847	$10,841.60	978	$11,878.40	$19.65	$6,651.52	170	$1,536.80	218.00	$2,790.40	283	$5,086.40	780.50	$3,560.80	0	$0.00	205.00	$2,624.00		$0.00	205.00	$2,624.00	3,424.00	$43,827.20	2,810	$35,973.50
9	504.100	CONSTRUCT DETECTABLE WARNING PANEL	1,522	SF	$60.00	$0.00	827	$0.00	197	$0.00	184	$0.00	224	$0.00	567	$0.00	132.00	$0.00	40	$0.00	64.00	$0.00	104	$0.00	94.00	$0.00	0	$0.00	0.00	$0.00		$0.00	48.00	$0.00	1,522.00	$0.00	776	$0.00
10	505.000	CONSTRUCT SEGMENTAL RETAINING WALL	327	SF	$10.00	$3,870.00	0	$0.00	0	$0.00	-333	$3,330.00	332	$3,320.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	52	$520.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	327.00	$3,870.00	332	$3,320.00
11	702.815	ADJUST MANHOLE TO GRADE	4	EA	$250.00	$1,000.00	2	$500.00	2	$500.00	2	$500.00	2	$500.00	0	$0.00	1.00	$250.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	4.00	$1,000.00	15	$3,750.00
12	702.831	CONSTRUCT GRATE INLET - TYPE "A" DOUBLE	2	EA	$2,000.00	$2,000.00	0	$0.00	0	$0.00	2	$4,000.00	1	$2,000.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	2.00	$4,000.00	1	$2,000.00
13	702.959	RECONSTRUCT CURB INLET WALLS	4	EA	$500.00	$2,000.00	0	$0.00	0	$0.00	1	$500.00	0	$0.00	1	$500.00	0.00	$0.00	2	$1,000.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	4.00	$2,000.00	2	$1,000.00
14	802.002	INSTALL SEEDING (SUBSIDIARY)	1,065	SY	$0.00	$0.00	220	$0.00	0	$0.00	235	$0.00	0	$0.00	300	$0.00	0.00	$0.00	200	$0.00	0.00	$0.00	130	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	1,035.00	$0.00	0	$0.00
15	802.002A	INSTALL SEEDING (AUTHORIZED)	105	SY	$4.00	$420.00	20	$80.00	0	$0.00	32	$100.00	0	$0.00	30	$120.00	25.30	$101.20	20	$80.00	0.00	$0.00	10	$40.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	105.00	$420.00	73	$101.20
16	803.700	INSTALL SODDING (SUBSIDIARY)	180	SY	$0.00	$0.00	0	$0.00	0	$0.00	40	$0.00	0	$0.00	40	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	180.00	$0.00	0	$0.00
17	803.700A	INSTALL SODDING (AUTHORIZED)	30	SY	$7.00	$210.00	0	$0.00	0	$0.00	10	$70.00	0	$0.00	10	$70.00	0.00	$0.00	0	$0.00	0.00	$0.00	10	$70.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	30.00	$210.00	0	$0.00
18	806.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	$3,700.00	$3,700.00	1	$3,700.00	1	$1,850.00	1	$3,700.00	0	$0.00	1	$3,700.00	0.00	$0.00	1	$3,700.00	0.00	$0.00	1	$3,700.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	1.00	$3,700.00	1	$3,700.00
19	1002.052	REPAIR PAVEMENT (TYPE LBS)	2,837	SY	$88.10	$249,939.70	932	$82,090.20	2,047	$180,313.12	669	$55,300.50	821	$67,888.53	500	$44,050.00	832.40	$73,334.24	440	$38,764.00	213.15	$18,778.52	350	$30,835.00	733.03	$64,579.34	0	$0.00	0.00	$0.00		$0.00	1,183.13	$99,829.02	2,837.00	$249,939.70	5,500	$484,523.57
20	1002.100	REPAIR CURB AND GUTTER	3,723	LF	$78.00	$104,244.00	425	$11,900.00	170	$9,308.00	1,178	$32,984.00	1,447	$40,509.60	1,000	$28,000.00	884.50	$24,766.00	770	$21,560.00	445.80	$12,460.00	350	$9800.00	490.00	$13720.00	0	$0.00	0.00	$0.00		$0.00	85.60	$2,380.00	3,723.00	$104,244.00	3,741	$104,734.00
21	1002.101	REPAIR DRIVEWAY (TYPE LBS)	443	SY	$78.00	$32,339.00	303	$22,119.00	403	$29,452.43	40	$2,920.00	245	$17,899.60	33	$2,409.00	67.37	$4,553.01	0	$0.00	0.00	$0.00	67	$4,891.00	0.00	$29.20	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	443.00	$32,339.00	711	$51,934.24
22	1002.308	RECONSTRUCT INLET	3	EA	$1,900.00	$5,700.00	0	$0.00	1	$1,900.00	0	$0.00	1	$1,900.00	1	$1900.00	0.00	$0.00	2	$3,800.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	3.00	$5,700.00	4	$7,600.00
23	1004.200	REMOVE AND REPLACE PRECAST INLET TOP	12	EA	$1,720.00	$20,640.00	8	$13,760.00	12	$20640.00	3	$5,160.00	3	$5,160.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	1	$1,720.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	12.00	$20,640.00	15	$25,800.00
24	1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	$100.00	$100.00	1	$100.00	1	$50.00	1	$100.00	0	$0.00	1	$100.00	0.00	$0.00	0	$0.00	0.00	$0.00	1	$100.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	1.00	$100.00	1	$100.00
25	1110.000	TOWING	2	HR	$50.00	$100.00	0	$0.00	0	$0.00	1	$50.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	1	$50.00	0.00	$0.00	0	$0.00	0.00	$0.00		$0.00	0.00	$0.00	2.00	$100.00	0	$0.00
		Faulkland Park (Add Alternate)																																		
26	105.100	REMOVE PAVEMENT	50	SY	$10.00	$500.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	50	$500.00	55.55	$555.50		$0.00	0.00	$0.00	50.00	$500.00	55.55	$555.50
27	105.149	REMOVE SIDEWALK	8,032	SY	$0.55	$4,417.60	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	8,032	$4,417.60	8,887.53	$4,887.04		$0.00	0.00	$0.00	8,032.00	$4,417.60	8,885.53	$4,887.04
28	501.021	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE LBS)	50	SY	$87.00	$4,100.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	50	$4,100.00	55.55	$4,555.10		$0.00	0.00	$0.00	50.00	$4,100.00	55.55	$4,555.10
29	503.003	CONSTRUCT 8 INCH PCC SIDEWALK	8,032	SF	$7.00	$56,224.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	8,032	$56,224.00	10,818.40	$75,728.80		$0.00	0.00	$0.00	8,032.00	$56,224.00	10,818.40	$75,728.80
30	802.002	INSTALL SEEDING (SUBSIDIARY)	1,067	SY	$0.00	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	1,067	$0.00	0.00	$0.00		$0.00	0.00	$0.00	1,067.00	$0.00	0.00	$0.00
31	802.002A	INSTALL SEEDING (AUTHORIZED)	100	SY	$4.00	$400.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	100	$400.00	1,098.00	$4,392.00		$0.00	0.00	$0.00	100.00	$400.00	1,098.00	$4,392.00
32	906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	$100.00	$100.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	1	$100.00	1.00	$100.00		$0.00	0.00	$0.00	1.00	$100.00	1.00	$100.00
33	1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	$100.00	$100.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	0	$0.00	0.00	$0.00	1	$100.00	1.00	$100.00		$0.00	0.00	$0.00	1.00	$100.00	1.00	$100.00
		TOTAL				$622,898.25				$318,677.13		$131,774.90		$187,123.13		$110,982.85		$131,597.66		$77,909.60		$54,008.42		$146,163.33		$92,457.12		$65,841.60		$90,318.44		$0.00		$118,128.57		$622,898.25		$965,205.94
								CIP BUDGET				$245,000.00 CIP BUDGET				$215,000.00 CIP BUDGET				$140,000.00 CIP BUDGET				$130,000.00 CIP BUDGET				$100,000.00 CIP BUDGET (Parks)				(NOT IN CIP)				

Total Adjusted Contract Amount $872,898.25
Final Net Overrun $92,307.69

Total FY23 CIP Project Budget (Streets) $975,000.00
Total Project Expenditure (Streets) $874,687.50

16d.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Amendment No. 1 to 2024 Concrete Projects(BPW#240102)

SYNOPSIS/BACKGROUND:

JEO Consulting Group to perform additional engineering services related to the design of the 2024 Concrete Projects. Extend Fort Crook Road northbound left turn lane at Cornhusker Road to provide 225 feet of vehicle storage as recommended in the March 2023 Bellevue University Fieldhouse Traffic Impact Study and design of the Mission Avenue and Calhoun Street to provide ADA compliant upgrades to the curb ramps in the intersection.

FISCAL IMPACT:: $24,995.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	JEO Consulting Group, Inc.	INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:	2024 Concrete Projects -BPW#240102				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
INSURANCE REQUIRED:	YES				
CIP PROJECT NAME:	2024 Concrete Projects	CIP PROJECT NAME:	CIPST24(02)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	10-15	ACCOUNT NUMBER:	7010		

RECOMMENDATION:

Approve the agreement with JEO Consulting Group, Inc. in the amount not to exceed $24,995.00.

ATTACHMENTS:

1. Amendment No. 1	2. Exhibit A	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: February 6, 2024.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: **December 5, 2023** ***(NTP issued on 12/20/2024)***
Owner: **City of Bellevue**
Engineer: **JEO Consulting Group, Inc.**
Project: **Bellevue 2024 Concrete Projects (JEO 231883.00)**

ARTICLE 2 – NATURE OF AMENDMENT

X Additional Services to be performed by Engineer

_ Modifications to services of Engineer

_ Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform engineering services related to the design of the 2024 Concrete Projects. See Exhibit A, attached. The City has requested the following additional work be included:

- **Extend Fort Crook Road northbound left turn lane at Cornhusker Road to provide at least 225 feet of vehicle storage as recommended in the March 2023 Bellevue University Fieldhouse Traffic Impact Study.**
- **Provide ADA upgrades to the intersection of Mission Avenue and Calhoun Street.**

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	$ 138,960.00
Net change for prior amendments:	$ 0.00
This amendment amount:	$ 24,995.00
Adjusted Agreement amount:	$ 163,955.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:		ENGINEER: **JEO Consulting Group, Inc.**	
By:		By:	Digitally signed by Dean A. Dunn DN: C=US, E=ddunn@jeo.com, O="JEO Consulting Group, Inc.", CN=Dean A. Dunn Date: 2024.01.25 08:24:45-06'00'
Print name:	Rusty Hike	Print name:	Dean A. Dunn
Title:	Mayor	Title:	Transportation Senior Project Manager
Date Signed:		Date Signed:	1/25/2024

SCOPE OF SERVICES:
Exhibit A
Amendment 1 (as indicated in *RED* below)

PROJECT DESCRIPTION:

The City of Bellevue City Council approved the city's 2024-2029 Capital Improvement Plan (CIP) on September 26, 2023. This plan includes Public Works Street Department One- and Six-Year Road Program required by Nebraska State Law. One portion of the program is the annual concrete projects which provide necessary roadway repairs and maintenance usually in preparation of asphalt roadway resurfacing/ overlaying in the following year. The repairs typically consist of concrete panel replacement, curb & gutter repair, ADA curb ramp construction, storm sewer structure repair, and associated work. This year's CIP ST 24(2) Concrete Projects includes the following One- and Six-Year projects (see Exhibit C for Project Location Maps):

Design Package 1		
1- & 6-Year No.	***Description***	***Approved CIP Cost***
M146(233A)	*Area: 36th to 42nd St, Suburban Dr to Giles Rd*	*$ 315,000*
M146(292A)	*Area: Harrison St to Borman St, 45th to 48th St*	*$ 205,000*
M146(296A)	*S 36th St; Harrison to Chandler*	*$ 130,000*
M146(316A)	*25th St; 625' N/ Sautter Ave to Cornhusker Rd*	*$ 645,000*

Design Package 2		
1- & 6-Year No.	***Description***	***Approved CIP Cost***
M146(286A)	*Ft Crook Rd; Cornhusker Rd to Capehart Rd*	*$ 410,000*
M146(289A)	*Blue Ridge Addition; Oak Ridge Dr to 36th St, Sherwood Dr to Cornhusker Rd*	*$ 670,000*
M146(293A)	*Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd*	*$ 165,000*
M146(298A)	*Fairfax Rd; Harvell Dr to Wilroy Rd*	*$ 130,000*

In addition to the projects above, the City would like one (1) speed table added to Tregaron Drive south of Fairview Road at the city limits as approved by the City's Traffic Safety Committee, extension of the Fort Crook Road northbound left turn lane at Cornhusker Road as recommended in the March 2023 Bellevue University Fieldhouse Traffic Impact Study, and ADA upgrades at the intersection of Mission Avenue & Calhoun Street.

This this project will consist of project management, site design, and bidding services.

SCOPE OF SERVICES:

1 PROJECT MANAGEMENT

1.1 Set-up project and attend meetings for the design as outlined in task 2 below. This task will consist of the following:

1.1.1 Project Activation – Once a copy of executed contract is received and notice to proceed (NTP) is issued by the client, enter contract information into accounting system.

1.1.2 Project Initiation/Kick-off Meeting – Meet with the Owner to review project requirements in detail, collect existing information, review the existing site details one (1) meeting *(location to be determined)*.

1.1.3 Project Tracking – Includes internal bi-weekly meetings, weekly budget review, monthly billing, and periodic project updates to the Owner to ensure project stays on schedule and is invoiced accurately.

1.1.4 ***Utility Coordination (MISSION AVE & CALHOUN ST ONLY) – Contact and coordinate design with utilities regarding their facilities to determine impacts. Provide initial, 95%, and final plans.***

2 SITE DESIGN

2.1 Initial site design will be based on City provided project information through Sarpy County's Pictometry website (EagleView CONNECTexplorer) and estimates.

2.2 Drive through each project area and collect current data through use of a 360 camera and Google Street View.

2.3 For each design package, prepare engineering design plans and specifications referencing the 2020 *City of Omaha Standard Specifications for Public Works Construction* and *City of Omaha Standard Plates*. Plans to include:

2.3.1 Cover Sheet

2.3.2 General Notes

2.3.3 Bid Item Reference Notes & Summary of Quantities Sheet

2.3.4 Removals & Construction Plans

2.3.5 ***Fort Crook Rd. Left Turn Lane at Cornhusker Rd. Plan (Design Package 2)***
Obtain topographic survey as outlined in Item 2.6 below ONLY IF survey can be completed in same trip as Mission Ave. & Calhoun St. topographic survey.

2.3.6 ***Mission Ave. & Calhoun St. ADA Upgrades (Design Package 2)***
Obtain topographic survey as outlined in Item 2.6 below.

2.3.6.1 ***Conceptual Plans (for City approval)***

2.3.6.2 ***Removal Plan***

2.3.6.3 ***Construction Plan***

2.3.6.4 ***Grading Plan***

2.3.6.5 ***Detail Sheet***

2.3.7 Detail Sheets

2.4 For each One- and Six-Year project, provide an Opinion of Probable Cost (OPC) along with an overall OPC for each design package.

2.5 Plan submittals and reviews

2.5.1 Internal QA/QC review for each submittal.

2.5.2 Prepare one (1) electronic copy (PDF) for submittal at 60% and 95% design milestones to the Owner for review (2-week review period).

2.5.3 Conduct review/Plan-in-Hand (PIH) meeting after 60% design milestone Owner review *(location to be determined)*.

2.5.4 Revise plans per Owner's review comments after each design milestone.

2.5.5 Final Plan Submittal - Prepare one (1) electronic copy (PDF) for submittal to the Owner sealed & signed by a professional engineer licensed by the State of Nebraska.

2.6 *Engineer will schedule and obtain a topographic survey including the following:*

2.6.1 *Establishment of horizontal and vertical control to be used for initial and subsequent survey and future construction.*

2.6.2 *Survey the locations of all visible physical features (concrete, asphalt, gravel, rock, driveways, sidewalks, trees/treelines, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.).*

2.6.3 *Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, storm sewer, communications, etc.).*

2.6.4 *Locate right-of-way and property lines for Mission Ave. & Calhoun St. project area*

2.6.5 *Create an electronic drawing using AutoCAD illustrating elevations, site features, and existing utilities resulting from the surveys performed.*

2.6.6 *Survey limits will be as shown on Exhibit C (if applicable) and Exhibit D.*

2.6.7 *Engineer will develop property plat and legal description for up to 2 properties within the Mission Ave. & Calhoun St. project area for City negotiating purposes.*

3 BIDDING & NEGOTIATION

3.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.

3.2 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.

3.3 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.

3.4 Respond to inquiries from prospective bidders and prepare any addenda required.

3.5 Assist the Owner in securing construction bids for the project.

3.6 Conduct the bid opening and ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled. One (1) meeting **(in Bellevue)**

3.7 Tabulate and analyze construction bids and report on them to the Owner, along with a recommendation to the Owner for award of the construction contract.

3.8 Prepare and submit necessary information to the Owner for project award approval.

3.9 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.

3.10 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

4 OWNER RESPONSIBILITIES

4.1 Provide timely review of documents or requests for information.

4.2 Provide access to City provided project information on Sarpy County's Pictometry website (EagleView CONNECTexplorer)

4.3 Provide access to property to conduct proposed services.

4.4 Provide contact information for utility companies within the right-of-way along the project route.

4.5 Assist with utility conflict resolution and provide additional utility record information, as needed.

4.6 Assist with any stakeholder issues that arise.

4.7 Provide ROW/Easement acquisition services and/or securing right of entry for Contractor to complete work, if needed.

5 FEE

5.1 JEO proposes to provide the ***AMENDED*** services defined above for the fees defined below:

Task No.	Task	Fee Type		Fee
1	Project Management	Hourly	$	1,940.00
3	Site Design	Hourly	$	23,055.00
4	Bidding & Negotiation	Hourly	$	0.00
	TOTAL (Not to Exceed)		$	24,995.00

5.2 See Exhibit A-1 for additional cost breakdown information.

6 PROGRESS PAYMENTS

6.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.

6.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).

6.3 Payments will be applied first to the interest then principal.

6.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

7 CONTRACT TIME

7.1 JEO proposes to provide the services defined above at the tentative schedule shown below:

Milestone	Date
Notice to Proceed (NTP)	December 6, 2023
60% Plan Submittal	44 calendar days after NTP *(January 19, 2024)**
95% Plan Submittal	86 calendar days after NTP *(March 1, 2024)**
Final Plan Submittal	107 calendar days after NTP *(March 22, 2024)**

* *Date based on anticipated NTP date shown*

7.2 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.

7.3 If the Basic Services (Task 2) covered by this Agreement have not been completed by 114 calendar days after NTP *(March 29, 2024)**, through no fault of JEO, an extension or adjustment of JEO's services beyond that time shall be compensated as additional services.

7.4 The information in this proposal and fee estimate is valid until December 7th, 2023. After that time, the scope of services and estimated are subject to adjustment.

8 EXCLUSIONS

8.1 Environmental services not outlined in the scope of services, such as NOI/SWPPP/NOT, wetland delineation, endangered species surveys, bird surveys, and mitigation plans.

8.2 Floodplain, US Army Corps of Engineers Section 404, or other environmental assessments or permitting not outlined in the scope of services

8.3 Preliminary and final plats *not outlined in the scope of services*

8.4 Phase I or II ESA

8.5 Property title searches or title commitments

8.6 Costs for additional insurance requirements or increased limits of coverage

~~*8.7 Topographic survey*~~

8.8 Utility research/locates

8.9 Traffic study

8.10 Hydrology & hydraulic analysis

8.11 Storm drainage design

8.12 Structural design

8.13 Vertical alignment design

8.14 Attendance at City Planning Commission and City Council meetings, and other meetings not outlined in the scope of services.

8.15 Retaining wall design *(if needed, design and shop drawings to be provided by the contractor prior to construction)*

8.16 Review fees associated with building permits, etc.

8.17 Any permit fees associated with permit applications.

8.18 Preparation of construction contracts with selected contractors.

8.19 Landscaping design

~~*8.20 Bidding and negotiation services*~~

8.21 Construction administration and observation services (Resident Project Representative).

8.22 SWPPP administration, monitoring, and inspections.

8.23 GIS or Electronic as-built file data for updating GIS records.

8.24 As-built drawings.

8.25 Property appraisals and land and/or easement acquisition services

8.26 Environmental reviews and/or studies not outlined in scope of services.

8.27 Public involvement activities not outlined in scope of services.

8.28 Special meetings and meetings not outlined in the Scope of Services.

8.29 Meeting not outlined in scope of services.

8.30 Any other item not outlined in the scope of services.

9 REIMBURSABLE EXPENSES

9.1 Typical reimbursable expenses are included in the hourly billing rates and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.

9.2 Other reimbursable expenses shall be billed at 110% of their cost.

10 ADDITIONAL TERMS

10.1 The General Conditions are specified in Exhibit B.

Staffing Plan (CPFF) — 2024 Concrete Projects (Amendment 1)

Project Name: Bellevue 2024 Concrete Projects
JEO Project: 231883.00
Consultant: JEO Consulting Group
Bellevue Project: CIP ST 24(2)
Consultant PM: Dean Dunn, 402-934-3680, ddunn@jeo.com
Bellevue PWks: John Krager, 402-293-3144, john.krager@bellevue.net
Date: January 25, 2024

#	Code	Classification	#	Code	Classification
1	TL	Team Leader	6	ADM	Administrative Assistant
2	PM	Project Manager	7	ACCT	Accounting Assistant
3	ENG	Engineer	8	SURPM	Survey Project Manager
4	DES	Designer/Tech	9	SUR	Surveyor I
5	SENV	Senior Environmental Scientist	10	SURT	Survey CADD Technician

Overhead Rate
Fee for Profit Rate
FCCM (if applicable)

BLENDED RATES TABLE

Template: T-WB-X1.2 RD Design Phase (rev 03-21-2023) CPFF

Employee Name	Job Title & Certifications	Current Actual Billing Rate/Hr	% Assigned
Team Leader			
John Coburn	Team Leader, PE	$244.00	100%
	Blended Rate:	**$244.00**	
Project Manager			
Dean Dunn	Project Manager, PE	$265.00	100%
	Blended Rate:	**$265.00**	
Engineer			
Amy Lueking	Project Engineer, PE	$220.00	100%
	Blended Rate:	**$220.00**	
Designer/Tech			
Cassidy Stone	Project Designer	$135.00	50%
Mari Paramo Reyes	Project Designer	$135.00	
Brian Sanchez Dominguez	Project Designer	$135.00	
Madison Brennfoerder	Project Designer	$135.00	50%
	Blended Rate:	**$135.00**	
Senior Environmental Scientist			
	Blended Rate:		
Administrative Assistant			
Sandy Walker	Administrative Assistant	$105.00	100%
	Blended Rate:	**$105.00**	
Accounting Assistant			
Sarah Divis	Accounting Assistant	$115.00	100%
	Blended Rate:	**$115.00**	
Survey Project Manager			
Noah Jensen	Survey Project Manager, RLS	$165.00	100%
	Blended Rate:	**$165.00**	
Surveyor I			
To Be Determined		$125.00	100%
	Blended Rate:	**$125.00**	
Survey CADD Technician			
To Be Determined		$135.00	100%
	Blended Rate:	**$135.00**	

Estimate of Hours | **2024 Concrete Projects (Amendment 1)**

Project Name: Bellevue 2024 Concrete Projects
JEO Project: 231883.00
Consultant: JEO Consulting Group
Bellevue Project: CIP ST 24(2)
Consultant PM: Dean Dunn, 402-934-3680, ddunn@jeo.com
Bellevue PWks: John Krager, 402-293-3144, john.krager@bellevue.net
Date: January 25, 2024

TASKS	PERSONNEL CLASSIFICATIONS										
	TL	PM	ENG	DES	SENV	ADM	ACCT	SURPM	SUR	SURT	Total
Task 1 Project Management		4	4								8
1.1 Project Activation		1									1
1.2 Project Initiation/Kickoff Meeting											
1.3 Project Tracking		1									1
1.4 Utility Coordination		2	4								6
Task 2 Site Design		4	31	68				4	20	21	148
2.1 Review & process existing Pictometry data and City estimates											
2.2 Drive project areas with 360 camera & process to Google Street View											
2.3(1) Prepare Engineering Design Plans & Specifications											
Design Package 1											
PLANS - Cover Sheet (1)											
PLANS - General Notes Sheet (1)											
PLANS - Bid Item Reference Notes & Summary of Quantities Sheets (2)											
PLANS - Removals & Construction Plans (27)											
PLANS - Detail Sheets (2)											
Specifications											
2.4(1) Opinion of Probable Cost (OPC) - 4 Areas & Overall											
2.3(2) Design Package 2											
PLANS - Cover Sheet (1)											
PLANS - General Notes Sheet (1)											
PLANS - Bid Item Reference Notes & Summary of Quantities Sheets (2)											
PLANS - Removals & Construction Plans (26)											
PLANS - Fort Crook Rd Left Turn Lane at Cornhusker Rd (1)			4	12							16
PLANS - Mission Ave & Calhoun St ADA Upgrades											
Conceptual Plans for City Approval (2)		2	10	8							20
Removal Plan (1)			4	12							16
Construction Plan (1)			4	8							12
Grading Plan (1)			4	16							20
Detail Sheet (1)			4	12							16
PLANS - Detail Sheets (2)											
Specifications											
2.4(2) Opinion of Probable Cost (OPC) - 5 Areas & Overall											
2.5 Plan Submittals and Reviews (2 Design Packages)											
60% Submittal											
QA/QC (Internal)		2									2
Prepare Electronic Submittal											
Review/Plan-in-Hand (PIH) Meeting											
100% Submittal											
QA/QC (Internal)											
Prepare Electronic Submittal											
Plat & Legal (2 properties)			0.5								0.5
Final Submittal											
QA/QC (Internal)											
Prepare Electronic Submittal											
Plat & Legal (2 properties)			0.5								0.5
2.6 Perform Topographic Survey											
Fort Crook Rd Left Turn Lane at Cornhusker Rd to limits shown on Exhibit D								1	8	4	13
Mission Ave & Calhoun St ADA Upgrades to limits shown on Exhibit E								2	12	8	22
Mission Ave & Calhoun St ADA Upgrades Plats & Legals (2 properties)								1		9	10
Task 3 Bidding & Negotiation											
3.1 Bid Advertisement Assistance											
3.2 Notice to Bidders Distribution											
3.3 Furnish Bid Documents (electronic or paper)											
3.4 Respond to RFI's and issue Addenda if necessary											
3.5 Assist Owner in securing bids											
3.6 Conduct Bid Opening (in Bellevue)											
3.7 Tabulate and Analyze Bids; Provide Recommendation											
3.8 Prepare and submit information to Owner for award approval											
3.9 Prepare and Review Contract Documents for execution											
Total Days		*1*	*4.38*	*8.5*				*0.5*	*2.5*	*2.6*	*20*
Total Hours		**8**	**35**	**68**				**4**	**20**	**21**	**156.0**

Direct Expenses

2024 Concrete Projects (Amendment 1)

Project Name: Bellevue 2024 Concrete Projects
Consultant: JEO Consulting Group
Date: January 25, 2024

JEO Project: 231883.00
Bellevue Project: CIP ST 24(2)

Subconsultants:			Amount
		Subtotal	
Printing and Reproduction:	**Qty**	**Unit Cost**	**Amount**
		Subtotal	
Mileage/Travel:	**Qty**	**Unit Cost**	**Amount**
		$0.655	
		Subtotal	
Lodging/Meals:	**Qty**	**Unit Cost**	**Amount**
Motel - Standard Rate $96+tax		$116.00	
Motel - Omaha/Douglas Co. $110+tax		$130.00	
Meals & Incidentals (70% GSA Standard Rate, full days)		$41.30	
Meals & Incidentals (70% GSA Standard Rate, 1st & last days)		$30.98	
Meals & Incidentals (70% GSA Rate, full days, Omaha/Douglas Co.)		$44.80	
Meals & Incidentals (70% GSA Rate, 1st & last days, Omaha/Douglas Co.)		$33.60	
		Subtotal	
Other Miscellaneous Costs:	**Qty**	**Unit Cost**	**Amount**
		Subtotal	
TOTAL DIRECT EXPENSES			

Project Cost & Breakdown	2024 Concrete Projects (Amendment 1)

Project Name: Bellevue 2024 Concrete Projects
JEO Project: 231883.00
Consultant: JEO Consulting Group
Bellevue Project: CIP ST 24(2)
Consultant PM: Dean Dunn, 402-934-3680, ddunn@jeo.com
Bellevue PWks: John Krager, 402-293-3144, john.krager@bellevue.net
Date: January 25, 2024

DIRECT LABOR COSTS			
Classification	**Hours**	**Billing Rate**	**Amount**
Team Leader		$244.00	
Project Manager	8	$265.00	$2,120.00
Engineer	35	$220.00	$7,700.00
Designer/Tech	68	$135.00	$9,180.00
Senior Environmental Scientist			
Administrative Assistant		$105.00	
Accounting Assistant		$115.00	
Survey Project Manager	4	$165.00	$660.00
Surveyor I	20	$125.00	$2,500.00
Survey CADD Technician	21	$135.00	$2,835.00
Ave. Salary Rate/Hour = $160.22 ; Incl. OH+P = $160.22	156	**Subtotal**	**$24,995.00**

DIRECT EXPENSES	**Amount**
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	
Subtotal	

cesr	**Amount**
Billed Labor Costs (includes all direct expenses except those listed above)	$24,995.00
Labor Cost Escalation Factor for Multi-year Projects (if allowed): n	
Overhead @	
Facility Capital Cost of Money (FCCM) @ (labor costs x FCCM%)	
Direct Expenses	
Fee for Profit Rate @	
TOTAL COST	**$24,995.00**

JEO CONSULTING GROUP INC ◻ **JEO** ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

a. Workers' Compensation: Statutory
b. Employer's Liability
  i. Each Accident: $500,000
  ii. Disease, Policy Limit: $500,000
  iii. Disease, Each Employee: $500,000
c. General Liability
  i. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
  ii. General Aggregate: $2,000,000
d. Auto Liability
  i. Combined Single: $1,000,000
e. Excess or Umbrella Liability
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $1,000,000
f. Professional Liability:
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $2,000,000
g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

SARPY COUNTY GIS NEBRASKA

Fort Crook Rd Northbound Left Turn Lane Extension at Cornhusker Rd







225.00 ft

350.00 ft

SURVEY LIMITS

Approximate limits of new construction

Esri, Inc., Sarpy County, Nebraska

Notes Bellevue 2024 Concrete Projects

EXHIBIT D

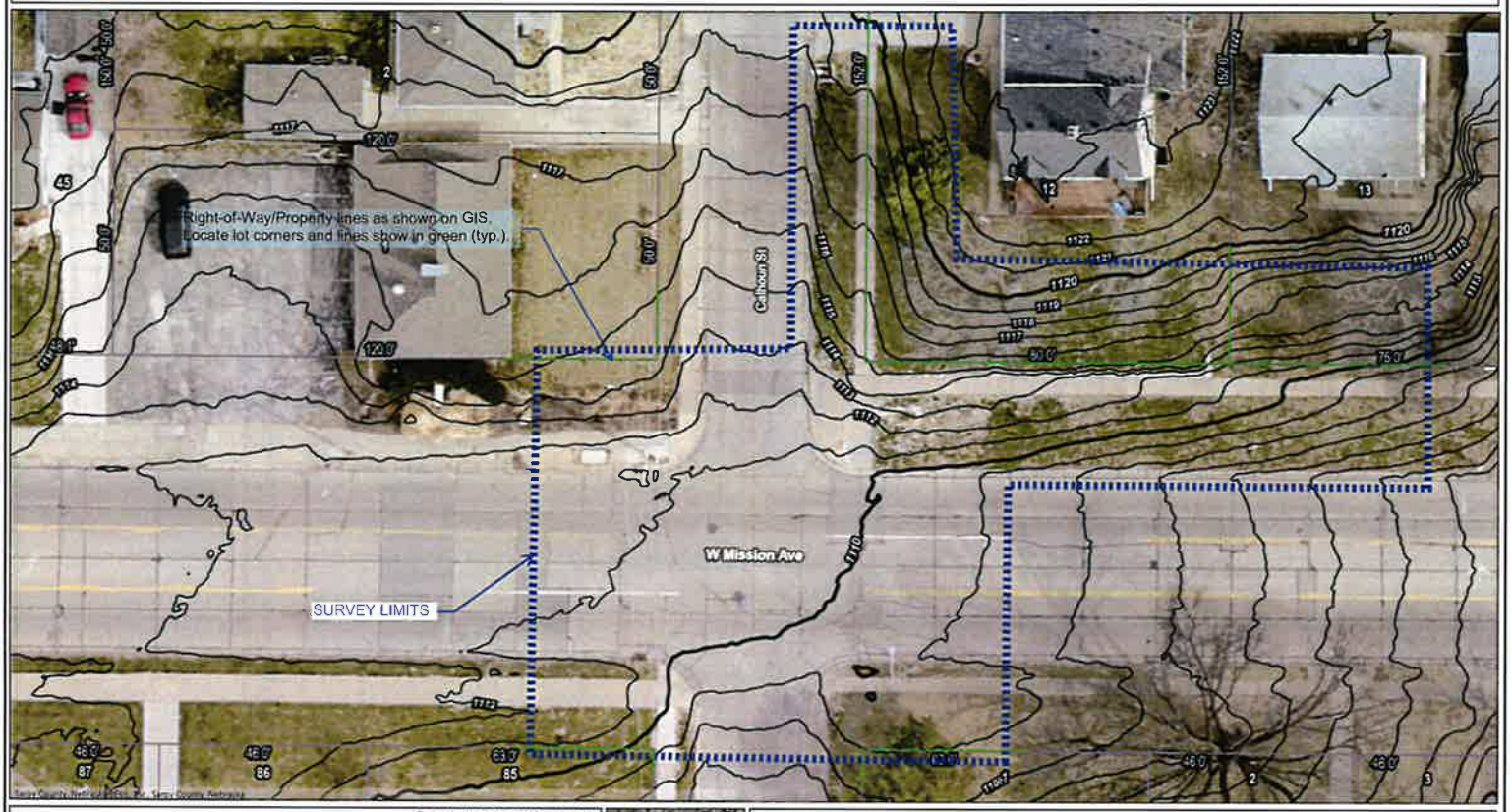
0 50 100 ft

Map Scale 1: 478

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

SARPY COUNTY NEBRASKA GIS

Mission Avenue & Calhoun Street



0 30 60 ft

Map Scale 1: 318

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 Bellevue 2024 Concrete Projects

EXHIBIT E

16e.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024				SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Drainage improvements - Quail Creek Topographic Survey

SYNOPSIS/BACKGROUND:

Topographic survey of Quail Creek from Twin Creek Drive to the confluence of the West Papillion Creek.

FISCAL IMPACT:: $19,094.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Drainage Improvements- Quail Creek Topographic Survey

CONTRACT EFFECTIVE DATE: 2-16-2024 CONTRACT TERM: CONTRACT END DATE: 5-10-2024

PROJECT NAME: BPW#240125 Quail Creek Topo survey

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

CIP PROJECT NAME: Drainage Improvements CIP PROJECT NAME: CIPST24(07)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): 10-15-7010

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Jacobs in the amount of $19,094.00

ATTACHMENTS:

1. Scope of services	2. Professional Services Agreement	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Kimmel Bataillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

JACOBS

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: CIPST 24(07) - Drainage Improvements - Quail Creek Topo Survey
PROJECT NUMBER: BPW-240125
CLIENT: City of Bellevue, NE
ADDRESS: 1510 Wall St, Bellevue, NE 68005

hereby requests and authorizes Jacobs Engineering Group Inc. ("Jacobs") to perform the following Services:

SCOPE OF SERVICES: See Attachment A – Scope of Services

COMPENSATION to be on a basis of:
Jacobs' established hourly rates as set forth in Attachment B, plus reimbursement of Jacobs' Direct Expenses, all subject to a not-to-exceed amount of $19,094. Jacobs shall not be required to provide services beyond the not-to-exceed amount without additional compensation as mutually agreed in writing.

See Attachment B for Compensation
Technical or professional services that are furnished by an outside source and their reimbursable expenses multiplied by a multiplier of 1.05 shall be added to the cost of the services for Jacobs' administrative costs.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **CLIENT**		Accepted for **JACOBS ENGINEERING GROUP INC.**	
By:	_____	By:	Emily Holtzclaw
Name:	_____	Name:	Emily Holtzclaw
Title:	_____	Title:	Vice President
Date:	_____	Date:	1-26-24

PROVISIONS

1. AUTHORIZATION TO PROCEED. Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.

2. LABOR COSTS. In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work as further defined in Attachment B.

3. DIRECT EXPENSES. JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at current IRS rate at time of services, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

4. OUTSIDE SERVICES. When approved by CLIENT, technical or professional services can be furnished by an outside source. In this event, an additional amount shall be added to the cost of these services to account for JACOBS' administrative cost by multiplying the costs of the services by a multiplier of 1.05.

5. COST ESTIMATES. Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS. JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.

7. ADDITIONAL SERVICES. Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. SALES TAX. In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. LIMITATION OF LIABILITY. Excluding JACOBS' liability for bodily injury or damage to the property of third parties. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages.

10. DISPUTE RESOLUTION. All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. Parties will bear their respective costs incurred in connection with attending and participating in mediation, except that the Parties will equally share the fees and expenses of the mediator.

11. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.

12. PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS. Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable 30 days from date the invoice is received. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.

13. TERMINATION FOR NON-PAYMENT OF FEES. Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.

14. CONSTRUCTION PHASE SERVICES. If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

15. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. FORCE MAJEURE. Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by pandemics or occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

17. ELECTRONIC MEDIA. (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

18. THIRD PARTY BENEFICIARIES. Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

Attachment A

SCOPE OF SERVICES

ST-24(07) - Drainage Improvements –

Quail Creek Topographic Survey

Jacobs Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue (CLIENT) Public Works Department services as outlined herein for a project generally described as ST-24(07) Drainage Improvements - Quail Creek Topographic Survey (PROJECT).

Project Understanding

The PROJECT includes conducting topographic survey of Quail Creek from Twin Creek Drive to the confluence of the West Papillion Creek (approximately 1800 feet).

ARTICLE 1 - Scope of Services

JACOBS shall provide professional services to the CLIENT as described in the following tasks.

Task 1: Quail Creek Topographic Survey

1.1 Topographic Survey

JACOBS shall contract with R.W. Engineering and Surveying, Inc. (RW) to perform topographic survey to provide information necessary to support the design. Topographic survey shall be obtained for the project area based on the extents shown in Exhibit A. The following summarizes information that will be collected, processed, and the resultant deliverable:

- Topography shall be referenced to Douglas/Sarpy County Low Distortion Projection (LDP) horizontal coordinates and NAVD88 vertical datum.
- Topography shall be affixed to two (2) stable control points that will be established and shall be shown on the survey.
- Topography shall have a one-foot contour interval.
- Spot elevations shall be shown where abrupt changes in grade occur, where grades are extremely flat, at corners of pavement and structures, at the top and bottom of sets of steps, retaining walls, building entries, etc., at reasonable intervals along the top and bottom of curbs and curved pavement.
- Sewer information shall include structure locations and pipe sizes and upstream and downstream inverts.
- Manhole depths will be measured from the surface to establish invert elevations. Measurements will be taken via a twenty-five-foot (25 ft) leveling rod or laser distance meter. No confined space entry will be performed.
- Site features such as, but not limited to, buildings, walks, curbs, manholes, drainage structures, water valves, gas valves, trees, shrubs, stairs, signs, utility poles, building doors, etc. will be collected and denoted in the survey.

- Survey will include trees over 9 inches in diameter (identify diameter 2 feet above grade). Locations of individual tree(s) less than 9 inches in diameter if tree(s) are not part of a grouping of trees will also be surveyed.
- Sizes, materials, rim, and inverts of below ground utilities with utility identification by method of observed field evidence, CLIENT supplied as-built plans, utility company as-builts, and field markings by utility companies (Nebraska 811).
- Sarpy County Land Surveyors Office recorded survey data.
- Field data collected will be processed and topographic survey prepared in accordance with the aforementioned datum and accuracy constraints.
- Topographic survey shall be provided in AutoCAD Civil3D 2022 format.

A Utility-One-Call and mapping request shall be made for the PROJECT area. Utilities that are marked shall be located. Above ground visible utilities shall be located. RW shall not be responsible for underground utilities not marked by the utility locate or underground structures or tanks that are not visible on the surface within the PROJECT area. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call ticket. If maps are provided those utilities shall be placed on the survey. Manholes shall be opened and surveyed to get the pipe sizes and flow line elevations.

RW shall prepare an existing right-of-way base map depicting right-of-way and easements within the PROJECT area. It is assumed that the survey information provided shall be obtained through plats, title reports, surveyed property pins and/or other means to depict a complete base map. RW shall be responsible for the research necessary to build parcels. Plats, parcels or land lot along the right-of-way need to be geometrically closed with parcel reports available upon the CLIENT's request. Sufficient corners will be located to locate lot lines per the practice and principles for licensing in the State of Nebraska. Data collected shall be rectified to the surveyed section lines and local project coordinates. Adjustments to obtained information for the creation of the base map shall be documented. Work shall be performed by a Registered Land Surveyor in the State of Nebraska.

Task 1 Deliverables

One (1) copy of field survey and notes

One (1) copy of right-of-way and easements base map

ARTICLE 2 - Schedule

The estimated PROJECT schedule is shown below and is based upon a Notice to Proceed from the CLIENT of February 16, 2024. Responses to reviews of deliverables provided to the CLIENT will be critical to meeting deadlines and maintaining the PROJECT schedule.

- Notice to Proceed – February 16, 2024
- Draft Deliverables – April 19, 2024
- Final Deliverables – May 10, 2024

ARTICLE 3 - Compensation

Compensation by CLIENT to JACOBS for the proposed services described above will be as described in Attachment B.

Attachment B

COMPENSATION

ST-24(07) – Drainage Improvements – Quail Creek Topographic Survey

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A, Scope of Services will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Services above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus a service charge of 5 percent for subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. A minimum bill rate of ninety dollars per hour will be applied to international team members employed by JACOBS. At JACOB's discretion, billing rates for certain subject matter experts may be capped to a value less than the bill rate computed based on the multiplier noted above.

B. BUDGET

The maximum cost for this PROJECT, as defined by services described in the Scope of Services outlined in Attachment A is Nineteen Thousand, Ninety-Four dollars ($19,094), which will be billed on a time and materials basis. JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of $19,094 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a "time and materials" basis on hourly rates for all labor and direct costs. A summary of labor hours per task and JACOBS's standard hourly billing rates is included in Table 1 below.

Table 1

Schedule of Hourly Rates, 2024*

ST-24(07) – Drainage Improvements – Quail Creek Topographic Survey

Role	Hourly Rate	Task 1 Hours
Project Manager	$237.60	2
Design Manager	$171.96	4
CAD Technician	$125.21	4
	Total Labor Costs	$1,664
	Subconsultant Fees	$16,600
	Service Charge	$830
	Expenses	$0
	Total Costs	**$19,094**

*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2024. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.

EXHIBIT A

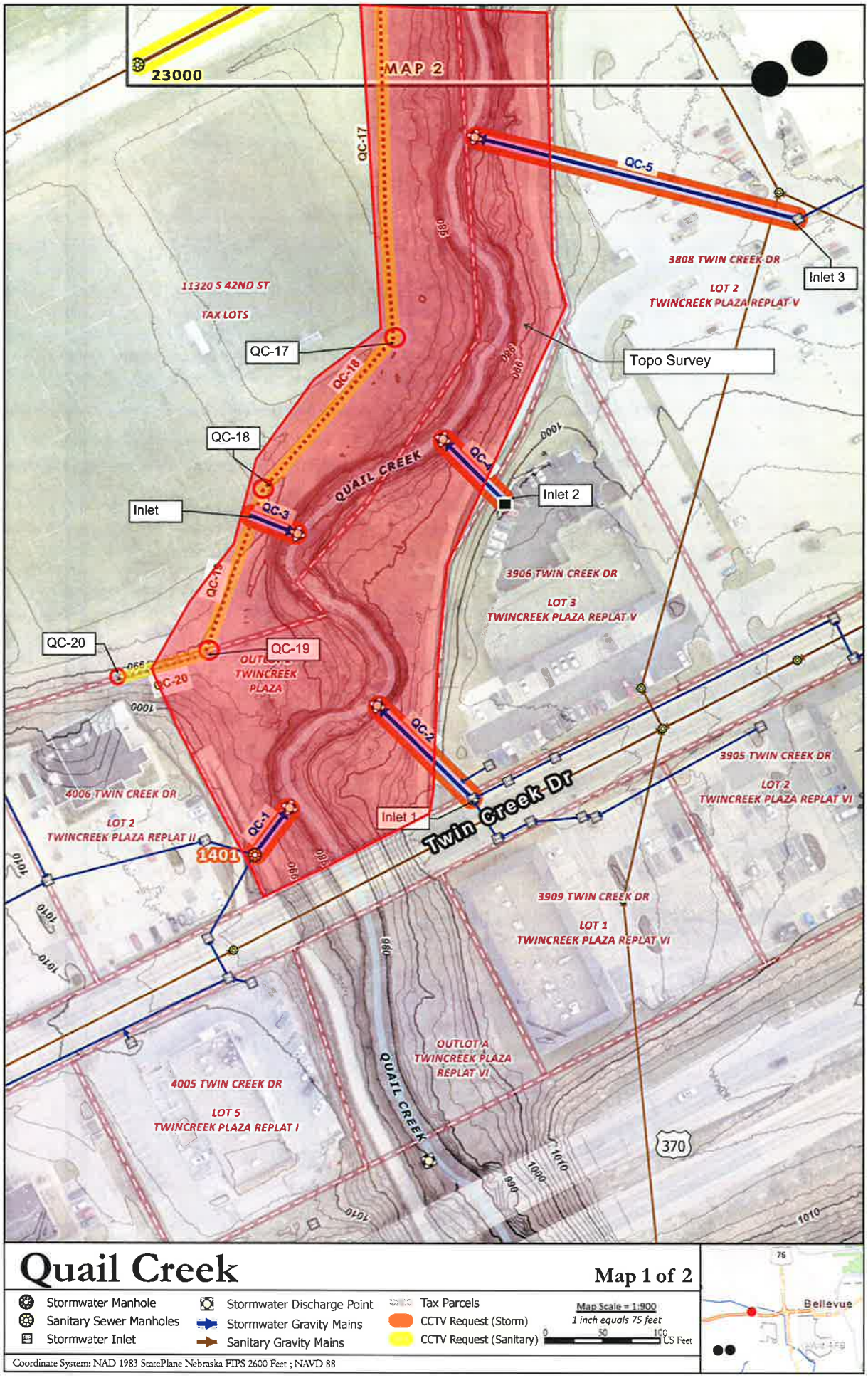
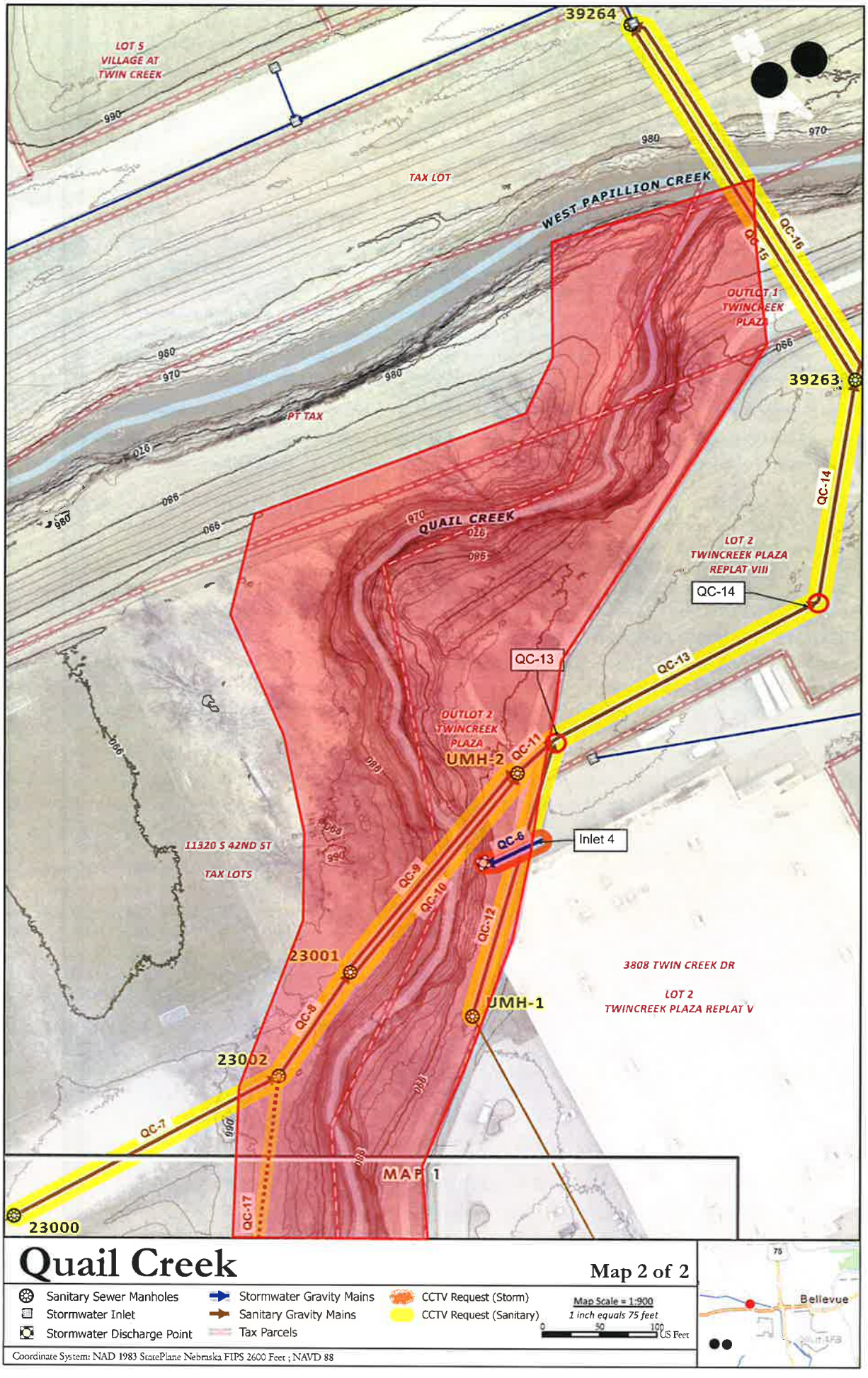

23000
MAP 2
QC-17
QC-5
3808 TWIN CREEK DR
LOT 2
TWINCREEK PLAZA REPLAT V
Inlet 3
11320 S 42ND ST
TAX LOTS
QC-17
Topo Survey
QC-18
QC-18
QUAIL CREEK
QC-4
Inlet 2
Inlet
QC-3
3906 TWIN CREEK DR
LOT 3
TWINCREEK PLAZA REPLAT V
QC-20
QC-19
QC-20
TWINCREEK
PLAZA
QC-2
3905 TWIN CREEK DR
LOT 2
TWINCREEK PLAZA REPLAT VI
4006 TWIN CREEK DR
LOT 2
TWINCREEK PLAZA REPLAT II
QC-1
Inlet 1
Twin Creek Dr
1401
3909 TWIN CREEK DR
LOT 1
TWINCREEK PLAZA REPLAT VI
OUTLOT A
TWINCREEK PLAZA
REPLAT VI
4005 TWIN CREEK DR
LOT 5
TWINCREEK PLAZA REPLAT I
QUAIL CREEK
370
Quail Creek
Map 1 of 2
Stormwater Manhole
Sanitary Sewer Manholes
Stormwater Inlet
Stormwater Discharge Point
Stormwater Gravity Mains
Sanitary Gravity Mains
Tax Parcels
CCTV Request (Storm)
CCTV Request (Sanitary)
Map Scale = 1:900
1 inch equals 75 feet
0 50 100 US Feet
Coordinate System: NAD 1983 StatePlane Nebraska FIPS 2600 Feet ; NAVD 88
Bellevue
75

EXHIBIT A


39264
LOT 5
VILLAGE AT
TWIN CREEK
990
980
970
TAX LOT
WEST PAPILLION CREEK
QC-15
QC-16
OUTLOT 1
TWINCREEK
PLAZA
39263
PT TAX
QC-14
QUAIL CREEK
LOT 2
TWINCREEK PLAZA
REPLAT VIII
QC-14
QC-13
QC-13
OUTLOT 2
TWINCREEK
PLAZA
UMH-2
QC-11
Inlet 4
QC-6
11320 S 42ND ST
TAX LOTS
QC-9
QC-10
QC-12
23001
3808 TWIN CREEK DR
LOT 2
TWINCREEK PLAZA REPLAT V
UMH-1
QC-8
23002
QC-7
MAP 1
QC-17
23000
Quail Creek
Map 2 of 2
Sanitary Sewer Manholes
Stormwater Inlet
Stormwater Discharge Point
Stormwater Gravity Mains
Sanitary Gravity Mains
Tax Parcels
CCTV Request (Storm)
CCTV Request (Sanitary)
Map Scale = 1:900
1 inch equals 75 feet
0
50
100
US Feet
Coordinate System: NAD 1983 StatePlane Nebraska FIPS 2600 Feet ; NAVD 88
Bellevue

16f.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

College Heights Stormwater Outfall Repair - Design Services

SYNOPSIS/BACKGROUND:

The College Heights Stormwater Outfall repair project includes Preliminary and Final design; Utility coordination; Topographic survey; Geotechnical investigation; and Sewer inspection services.

FISCAL IMPACT:: $185,816.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 2-6-2024 CONTRACT TERM: CONTRACT END DATE: 9-23-2024

PROJECT NAME: BPW#240121 - College Heights Stormwater Outfall Repair

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

CIP PROJECT NAME: Drainage Improvements CIP PROJECT NAME: CIPST24(07)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): 10-15-7010

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Jacobs in the amount of $185,816.00

ATTACHMENTS:

1. Scope of services	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

Attachment A

SCOPE OF SERVICES

College Heights Stormwater Outfall Repair – M146 (276A) Design Services

Jacobs Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue (CLIENT) Public Works Department services as outlined herein for a project generally described as College Heights Stormwater Outfall Repair – M146 (276A) Design Services (PROJECT).

Project Understanding

The PROJECT includes Preliminary, 90% Percent Design, and Final Design services for the PROJECT located within the College Heights Subdivision in Bellevue, Nebraska. PROJECT design services include removal and replacement of the existing sewer system, stabilization of slopes east of Lots 166 and 167 of the College Heights subdivision, hydraulic analysis of flows in the sewer system, permitting support services, and grant support services.

The primary components of this project are the following;

- Support stakeholder outreach and awareness;
- Utility coordination and field investigations;
- Hydraulic analysis;
- Prepare preliminary, 90% design, and final design construction drawings and opinion of probable construction cost (OPCC) estimates;
- Prepare and submit permit applications for construction;
- Grant administration support;
- Bid phase services.

Task 1: Project Management

1.1 Project Administration

JACOBS will develop and implement a Project Execution Plan, a Health and Safety Plan, and a Quality Control (QC) Plan specific to the PROJECT work. JACOBS will provide monthly progress reports and invoices in a format acceptable to the CLIENT. QC efforts will be incorporated into the budget of individual tasks.

1.2 Progress Meetings

JACOBS will facilitate one PROJECT kick-off meeting with the CLIENT to discuss the goals of the PROJECT for each of the sites. JACOBS will conduct progress meetings, as needed, to provide updates on project which include discussing work complete, outstanding data needs,

action items, schedule, budget, etc. It is assumed that 30% and 90% deliverable reviews will occur at the progress meetings. For budgeting purposes it is assumed that up to three progress meetings will be conducted. JACOBS will prepare the meeting agendas and distribute draft meeting summary for review and comment by the attendees and will prepare and distribute final meeting summaries incorporating responses to comments provided on the draft summaries.

1.3 Property Owner Meetings

JACOBS will help facilitate property owner meetings at preliminary and 90% design phases to discuss project details with adjacent property owners. JACOBS will coordinate with the property owners at the following addresses: 301 Traders Trail and 401/403/405/407/409 Kountze Memorial Drive. JACOBS will provide a property owner contact list and summary log of discussions to document correspondence.

Task 1 Deliverables

Kick-off meeting and monthly progress meeting agendas and summaries, invoices, and status reports.

Property Owner Contact List and Log

Task 2: Utility Coordination and Field Assessments

2.1 Utility Coordination

JACOBS will continue to facilitate, update, and coordinate with representatives of existing utility owners within the PROJECT limits including notification of the PROJECT, written requests for facility information, and requests for clarifications. JACOBS will identify one person from the Project Team who will act as the singular contact throughout the PROJECT to coordinate with each of the utilities. Based on previous utility requests conducted during the conceptual design phase limited utilities exist within proposed project area. Should utility coordination require modification or coordination of design, these services will be added to the contract by amendment upon approval by the CLIENT.

2.2 Topographic Survey

JACOBS shall contract with R.W. Engineering and Surveying (RW) to perform topographic survey to provide information necessary to support the design. Topographic survey shall be obtained for the project area based on the extents shown in Exhibit 1. The following summarizes information that will be collected, processed, and resultant deliverable:

- Topography shall be referenced to Douglas/Sarpy County LDP horizontal coordinates and NAVD88 vertical datum.
- Topography shall be affixed to two (2) stable control points that will be established and shall be shown on the survey.
- Topography shall have a one-foot contour interval.
- Spot elevations shall be shown where abrupt changes in grade occur, where grades are extremely flat, at corners of pavement and structures, at the top and bottom of sets of steps, retaining walls, building entries, etc., at reasonable intervals along the top and bottom of curbs and curved pavement.
- Sewer information shall, include structure locations and pipe sizes and upstream and downstream inverts.
- Manhole depths will be measured from the surface to establish invert elevations. Measurements will be taken via a twenty-five-foot (25 ft) leveling rod or laser distance meter. No confined space entry will be performed.
- Site features such as, but not limited to, buildings, walks, curbs, manholes, drainage structures, water valves, gas valves, trees, shrubs, stairs, signs, utility poles, building doors, etc. will be collected and denoted in survey.
- Survey will include trees over 9 inches in diameter (identify diameter 2 feet above grade). Locations of individual tree(s) less than 9 inches in diameter if tree(s) are not part of a grouping of trees will also be surveyed.
- Sizes, materials, rim, and inverts of below ground utilities with utility identification by method of observed field evidence, CLIENT supplied as-built plans, utility company as-builts, and field markings by utility companies (Nebraska 811).
- Sarpy County Land Surveyors Office recorded survey data.
- Field data collected will be processed and topographic survey prepared in accordance with the aforementioned datum and accuracy constraints.
- Topographic survey shall be provided in AutoCAD Civil3D 2022 format.

A Utility-One-Call and mapping request shall be made for the PROJECT area. Utilities that are marked shall be located. Above ground visible utilities shall be located. RW shall not be responsible for underground utilities not marked by the utility locate, or underground structures or tanks that are not visible on the surface within the PROJECT area. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call ticket. If maps are provided those utilities shall be placed on the survey. Manholes shall be opened and surveyed to get the pipe sizes and flow line elevations. RW shall plan on up to four (4) trips for additional survey shots or staking for utilities to utilize for design and coordination efforts. This includes supplemental topographic survey.

RW will utilize 3D laser scanning technologies to scan the ravine area defined by the green shaded limits on Exhibit 1 (attached). Scan data will be colorized by reflectance intensity only. RW will register and reference the raw scan data in-house for security purposes. Scan coordinates will be referenced to Douglas/Sarpy County LDP horizontal coordinates and NAVD88 vertical datum. RW will provide a .e57 or other standard point cloud file as a deliverable. RW will incorporate the scan data with the conventional surveyed topographic data and prepare a combined survey drawing.

RW shall prepare an existing right-of-way base map depicting right-of-way and easements within the PROJECT area. It is assumed that the survey information provided shall be obtained through plats, title reports, surveyed property pins and/or other means to depict a complete base map. RW shall be responsible for the research necessary to build parcels. Plats, parcels or land lot along the right-of-way need to be geometrically closed with parcel reports available upon the CLIENT's request. Sufficient corners will be located to locate lot lines per the practice and principles for licensing in the State of Nebraska. Data collected shall be rectified to the surveyed section lines and local project coordinates. Adjustments to obtained information for the creation of the base map shall be documented. Work shall be performed by a Registered Land Surveyor in the State of Nebraska.

- Recover a sufficient number of property corner monuments to establish the property line common to lot 166 and 167, the rear property lines of lots 166 through 176, the east property line of lot 177A and the north property line of lot 177B, College Heights, as platted and recorded in Sarpy County, NE.

RW shall provide right-of-way staking following 90% design to be utilized in appraisal efforts. The staking will include existing right-of-way, lot corners and easements, proposed acquisition areas, proposed easements, and other key locations identified by JACOBS.

RW will prepare legal descriptions for up to six (6) properties where temporary and/or permanent easements may be necessary for construction or construction access. JACOBS shall coordinate the work of RW.

2.3 Geotechnical Investigation

JACOBS shall contract with the Thiele Geotech Inc (THIELE) to perform subsurface field evaluations and prepare a data report to characterize soil conditions within the PROJECT boundaries (1 location). JACOBS will coordinate the activities of THIELE and review geotechnical investigation report submittal(s).

Field Exploration

THIELE shall complete a total of one (1) soil boring, as identified in Exhibit 2 (attached). The boring will be advanced to the depth proposed, or to refusal, whichever is shallower. Total drilling footage is anticipated to be no more than 80 linear feet. The boring log shall be recorded during the field exploration.

The proposed boring and depth is summarized as follows:

- B-1 - One (1) soil boring to a depth of 80 feet (or refusal) in the street pavement of Kountze Memorial Drive to the southwest of the parcels 166 ad 167. A pavement core shall be obtained. Pavement thickness shall be measured and photos of pavement core shall be provided.

Diggers Hotline of Nebraska shall be contacted in advance to locate underground public utilities. THIELE shall slightly modify the site boring location, as necessary, to avoid utilities and/or areas of limited access.

Shelby tubes shall be used for sampling when clay soils are expected. Split spoon sampling shall be used when cohesionless soils are expected. Groundwater levels shall be measured while drilling, and immediately after drilling. After the final groundwater reading is taken, the borehole shall be backfilled within 48 hours and the concrete pavement patched by THIELE.

Laboratory Services

As soil conditions dictate, laboratory testing will include:

- Visual soil classification,
- moisture content and density determinations to characterize the state and uniformity of the deposits,
- unconfined compression tests to determine shear strength parameters,
- direct shear tests to determine friction values,
- one-dimensional consolidation tests to evaluate compressibility,
- Standard Proctor tests,
- and index property tests for classification including Atterberg limits, and mechanical sieve analyses.

Geotechnical Analysis and Report Preparation

THIELE shall prepare and provide to JACOBS a geotechnical report containing at least the following:

- Discussion of the general soil and groundwater conditions underlying the site;
- Present the relevant engineering properties of the existing soils;
- Discuss considerations for trench stabilization associated with construction of storm sewer and outfall installation.
- Recommendations regarding the thickness, moisture, and compaction criteria for site preparation, backfill and structural fill.
- Soil excavation criteria in accordance with OSHA Standards shall be included or referenced.
- Recommendations for remediation of soft or unsuitable soils, if applicable.

- Analysis of the soils encountered with respect to shrink/swell characteristics and the potential for reuse as general fill, compacted structural fill, or utility backfill.
- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- Recommended soil parameters for the design of major drainage structures and walls including drained and undrained soil parameters as well as slope and global stability. Information shall be adequate for the design of wall stability related to overturning, sliding, bearing capacity, and deep-seated shear analysis.

2.4 Environmental Desktop Review

An Environmental Desktop Review (EDR) will be completed for the project and surrounding area. Findings of the Environmental Desktop Review will be provided in the Basis of Design Report.

According to Nebraska Department of Environment and Energy (NDEE), portions of College Heights Park are located at the site of a previously abandoned landfill. This area may have contaminated soils, and there may be potential for remediation or special soil handling requirements. Should soil testing or coordination with the NDEE be required, these services will be added to the contract by amendment upon approval by the CLIENT.

2.5 Sewer Inspection Services – CCTV

JACOBS will subcontract with TREKK Design Group, LLC (TREKK) to perform CCTV investigations and cleaning for condition assessment of the piped storm or sanitary sewers within the project boundary as reflected in Exhibit 3. CCTV data will be collected using the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) protocols and the inspection data and summary reports will be provided to the CLIENT digitally.

Light cleaning, up to 3 passes with a root cutter or nozzle, will be conducted to allow passage of the CCTV camera. TREKK shall be responsible for debris disposal and arranging for water supply with local water utility and associated costs. CCTV Inspections shall be completed utilizing a main line camera on a crawling unit. The CCTV camera shall be a self-leveling type and moved through the sewer line in either direction at a uniform rate, stopping when necessary to verify proper documentation of the sewer condition and lateral connections, but in no case will the CCTV camera be pulled at a speed greater than 30 feet per minute. If, during the inspection operation the CCTV camera will not pass through a sewer line, equipment shall be reset in a manner so that the inspection can be performed from the opposite direction. If, again, the camera fails to pass through the entire sewer, the location and cause of the camera blockage shall be documented, and information provided to the CLIENT. The inspection shall be considered complete and no additional inspection work will be required. If heavy cleaning is required, TREKK shall notify JACOBS and proceed only after an approved change in scope and fee has been approved. It is assumed that approximately 438 linear feet of storm sewer will be evaluated based on the review of GIS information. No lateral piping is to be inspected as part of the scope of work.

TREKK shall perform manhole inspections and condition assessment on the structures within the project boundary as reflected in Exhibit 3. TREKK shall perform manhole inspection and

condition assessment (Level 4) on 5 storm sewer structures and Trekk360 panoramic 360-degree images shall be taken every 5 feet in depth and stitched together into a viewable file. TREKK shall also notify JACOBS if manholes are not found or found inaccessible. Sub-meter location by GPS is required for structures within the PROJECT area and shall be performed by RW and provided to TREKK. X, y, and z coordinates shall be incorporated with the manhole inspection data deliverables.

Task 2 Deliverables

One (1) digital (Excel form) of utility coordination log

One (1) digital (Word format) of Preliminary and Final Design Utility Coordination Meeting agendas, and draft and final meeting summaries of each meeting

One (1) copy of field survey and notes

One (1) copy of right-of-way base map

Legal descriptions for up to six (6) properties where temporary and/or permanent easements may be necessary

One (1) digital (Word format) and one (1) hard copy of Geotechnical Data Report

One (1) digital copy of the summary of EDR findings

One (1) digital copy of CCTV data and reports

Task 3: Design

3.1 Hydrologic & Hydraulic Analyses

A hydrologic and hydraulic (H&H) stormwater model associated with the conceptual design study was developed utilizing XP-SWMM (2020). Drainage areas and runoff calculations for the 10- and 100-year design storms were developed during the Storm Drainage Conceptual Plan and will be utilized and updated as needed for design purposes. The hydraulic model developed in conceptual design phase will be updated to reflect design modifications. No modeling of proposed stormwater drainage improvements along Kountze Memorial Drive is included.

3.2 Design Report and Drawings (30 percent)

The Preliminary Design will consist of preparation of a Basis of Design Report and a 30 percent design level set of drawings.

Preliminary Design (30 percent) includes the following items:

- JACOBS will prepare a Basis of Design Report outlining the critical design components for the project design.
- JACOBS will prepare construction drawings in AutoCAD including a plan view of the proposed stream centerline and typical cross sections. JACOBS will identify preliminary site access, staging areas, and construction sequencing. A list of anticipated sheets is provided in the Task 3 Deliverables section of this scope.
- JACOBS will prepare a 30 percent design opinion of probable construction (OPCC) estimate.
- JACOBS will prepare a preliminary table of contents for the technical specifications.

3.3 Design Report and Drawings (90 percent)

The 90% Design Report and Drawings will include updates to the Preliminary Design's Basis of Design Report and Drawings to reflect changes or refinements to the Preliminary Design, including the following items:

- JACOBS will update the Basis of Design Report.
- JACOBS will prepare supplemental technical specifications. It is assumed the Project Manual that includes the CLIENT's standard front end contracting and general conditions requirement specifications will be prepared by CLIENT.
- JACOBS will update Design construction drawings in AutoCAD to create 90% Design drawings. A list of sheets is provided in the Task 3 Deliverables section of this scope.
- JACOBS will prepare a 90% Design OPCC estimate.

3.4 Final Design Report and Drawings (100 percent)

The Final (100%) Design Report and Drawings include updates to the 90% Design's Basis of Design Report, and Drawings to reflect changes or refinements to the 90% Design, including the following items:

- JACOBS will update the 90% Basis of Design Report.
- JACOBS will update the 90% Design construction drawings in AutoCAD to create Final Design drawings.
- JACOBS will provide Final supplemental technical specifications
- JACOBS will prepare a Final Design OPCC estimate.

3.5 Bid Phase Services

JACOBS will provide the following Bid Phase Services;

- Prepare agenda and approximately 10-minute presentation for pre-bid meeting
- Attend pre-bid meeting
- Address questions during bidding period
- Prepare up to two addenda, and
- Review of contractor bids for conformance and prepare recommendation for award.

Task 3 Deliverables

One (1) digital (Word format) and one (1) hard copy of Basis of Design Report including summary of H&H Analyses.

List of construction sheets listed below. The items in bold will be provided in the 30% submittal.

- **Cover Sheet**
- **General Notes with Sheet Index**
- **Summary of Quantities (preliminary)**
- **Topographic Survey**
- **Horizontal Controls**
- **Environmental Impacts (draft)**
- Construction Phasing
- **Temporary Site Access Sheet (draft)**
- **Removal Sheets**
- **Tree Removal Sheet**
- **Storm Sewer and Profiles**
- **Stormwater Outfall Plan and Profile**
- **Dissipation Basin Details (draft)**
- Stormwater Pollution Prevention Plan (SWPPP) Notes and Details
- SWPPP Plan Sheets
- Miscellaneous Details
- **ROW Basemap (draft)**

30 percent design OPCC estimate.

One (1) digital (PDF format) and one (1) hard copy of 90% Basis of Design Report

One (1) digital (PDF format) and one (1) hard copy of Final Basis of Design Report

One (1) digital (PDF format) and one (1) hard copy of 90% supplemental technical specifications

One (1) digital (PDF format) and one (1) hard copy of Final supplemental technical specifications

One (1) digital (PDF format) and one (1) hard copy of 90% Construction plan sheets, 11"x 17" sheets

One (1) digital (PDF format) and one (1) hard copy of Final Construction plan sheets, 11"x 17" sheets

90% Design OPCC estimate

Final Design OPCC estimate

One (1) digital (Word format) and one (1) hard copy of pre-bid meeting agenda

One (1) digital (Word format) and one (1) hard copy of pre-bid meeting summary

One (1) digital (Word format) and one (1) hard copy of up to two (2) addenda

Task 4: Permitting

Task 4.1 Section 404 Support

Based on the finding of the Wetland Delineation Report it is anticipated the PROJECT will not require a Section 404 of the Clean Water Act Nationwide permit. JACOBS will facilitate submitting a preliminary jurisdictional delineation to the United States Army Corps of Engineers (USACE) to confirm approach. Agency coordination will include meetings with a representative of the Omaha District USACE regulatory branch to discuss the approach. Should Section 404 permitting and mitigation design be required, these services will be added to the contract by amendment upon approval by the CLIENT.

Task 4.2 City of Bellevue Permits

JACOBS shall be required to obtain permits through the City of Bellevue. The project will require a Grading Permit and the Post Construction Stormwater Management Plan (PCSWMP) submittal. JACOBS will support the documentation and approval for the Grading Permit. JACOBS will prepare and submit the documentation for the Post Construction Stormwater Management Plan (PCSWMP) submittal. It is assumed that no PCSMP measures or BMPs will be required.

Task 4.3 NDEE Permits

JACOBS shall obtain the required permits through Nebraska Department of Environment and Energy (NDEE). JACOBS will complete the State of Nebraska Department of Environmental Quality - National Pollutant Discharge Elimination System (NDEQ-NPDES) stormwater permit application form, Construction Storm Water Notice of Intent (CSW-NOI) and Stormwater Pollution Prevention Plan (SWPPP). The SWPPP plans and narrative will include erosion and sediment control for the PROJECT area. Should additional NDEE Permits than what is listed in this task description be required, work to complete additional permits shall be added by amendment upon approval by the CLIENT.

Task 4.4 Railroad Coordination

No coordination or permitting with Burlington Northern Santa Fe (BNSF) Railroad is included in this scope of work. Should BNSF permitting be required, these services will be added to the contract by amendment upon approval by the CLIENT.

Task 4 Deliverables

Meeting agenda and summary notes from USACE coordination meeting; one (1) digital (PDF format) and one (1) hard copy.

Grading Permit Application

PCSWMP application materials; one (1) digital (PDF format) and one (1) hard copy.

NDEQ-NPDES Permit application, CSW-NOI, and SWPPP; one (1) digital (PDF format) and one (1) hard copy

Task 5: Grant Administration Support and Coordination

The PROJECT had been awarded an Urban Conservation Assistance Program grant by the Papio-Missouri River Natural Resources District (P-MR NRD) for $30,000 to be distributed by 2023. JACOBS will update and resubmit Urban Conservation Assistance Program grant application.

Task 5 Deliverables

Urban Conservation Assistance Program Grant Application

Assumptions

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, JACOBS has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, JACOBS makes no warranty that the CLIENT's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from JACOBS' opinions, analyses, projections, or estimates.

CLIENT will provide to JACOBS all data in CLIENT's possession relating to JACOBS services on the Project. JACOBS will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may 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 total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of JACOBS.

ARTICLE 2 - Schedule

The estimated PROJECT schedule is shown below and is based upon a Notice to Proceed from the CLIENT of January 29, 2024. Responses to reviews of deliverables provided to the CLIENT will be critical to meeting deadlines and maintaining the PROJECT schedule.

- Notice to Proceed – January 29, 2024
- 30% Deliverables – May 20, 2024
- 90% Deliverables – August 5, 2024
- Final Deliverables – September 23, 2024

ARTICLE 3 - Compensation

Compensation by CLIENT to JACOBS for the proposed services described above will be as described in Attachment B.

Attachment B

COMPENSATION

College Heights Stormwater Outfall Repair – M146 (276A) Design Services

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A, Scope of Services will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Services above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus a service charge of 5 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. A minimum bill rate of ninety dollars per hour will be applied to international team members employed by JACOBS. At JACOB's discretion, billing rates for certain subject matter experts may be capped to a value less than the bill rate computed based on the multiplier noted above.

B. BUDGET

The maximum cost for this PROJECT, as defined by services described in the Scope of Services outlined in Attachment A is One Hundred Eighty-Five Thousand, Eight Hundred Sixteen dollars ($185,816), which will be billed on a time and materials basis. JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of $185,816 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a "time and materials" basis on hourly rates for all labor and direct costs. A summary of labor hours per task and JACOBS's standard hourly billing rates is included in Table 1 below.

Table 1

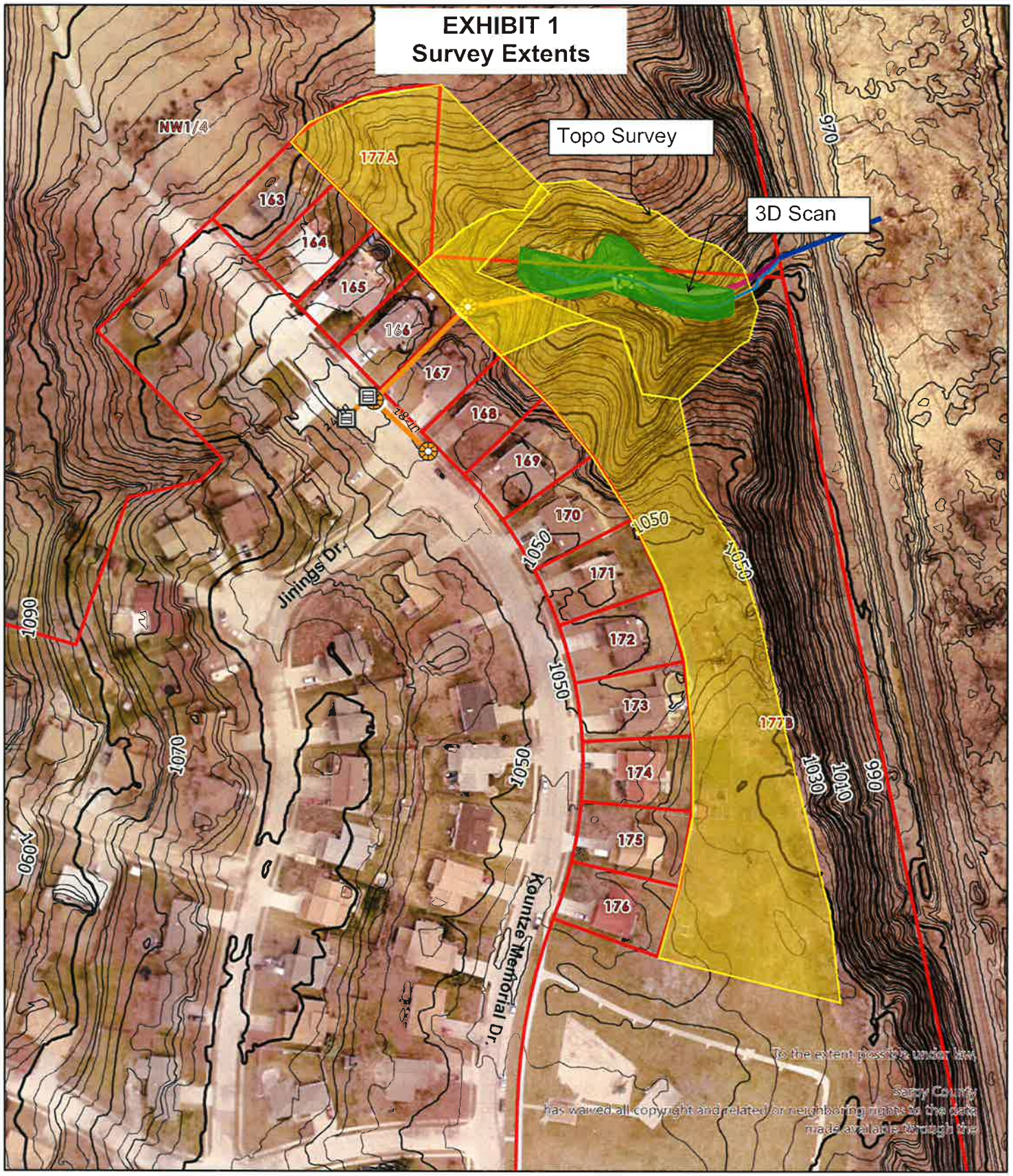
Schedule of Hourly Rates, 2024*

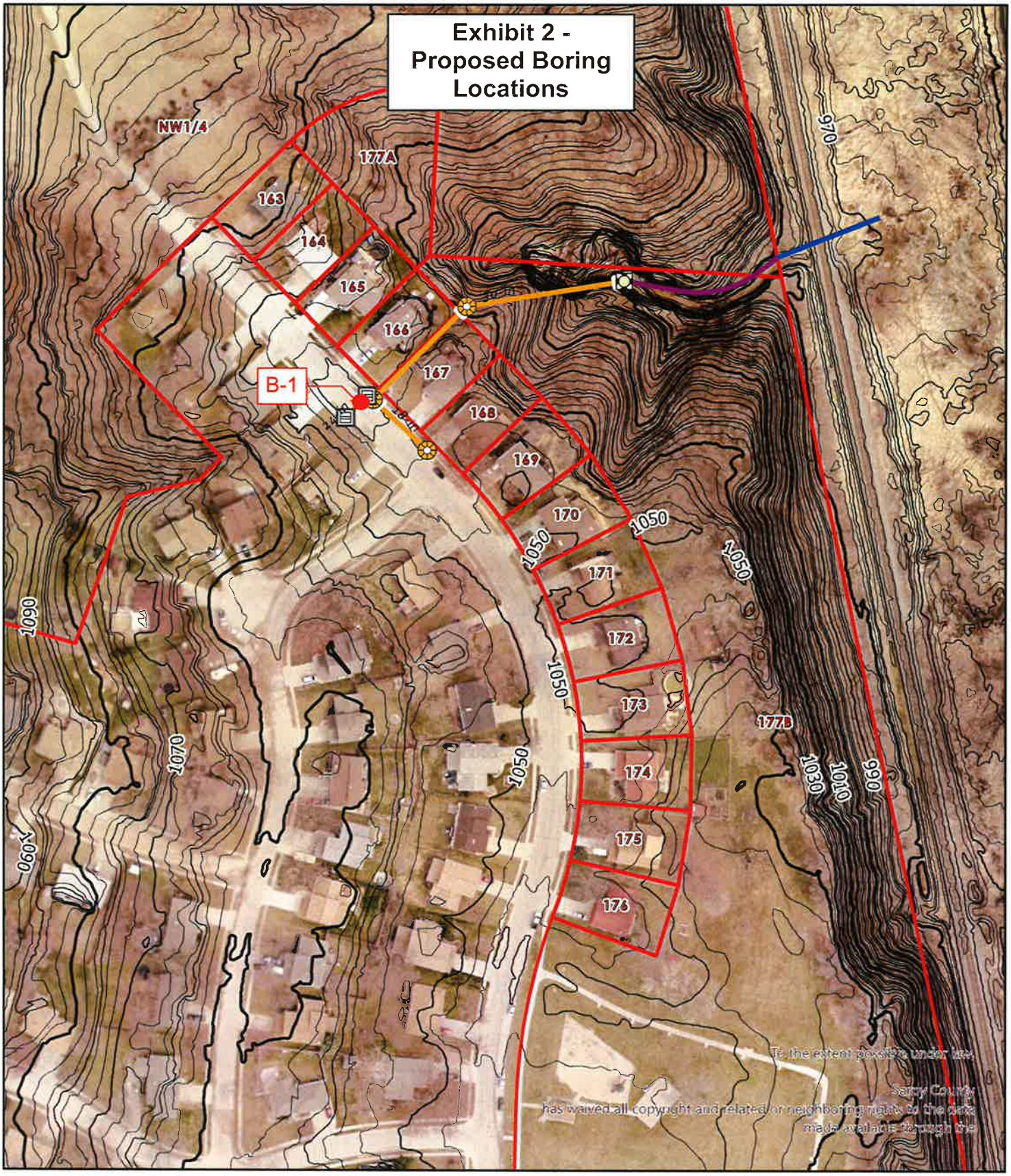
College Heights Stormwater Outfall Repair – M146 (276A) Design Services

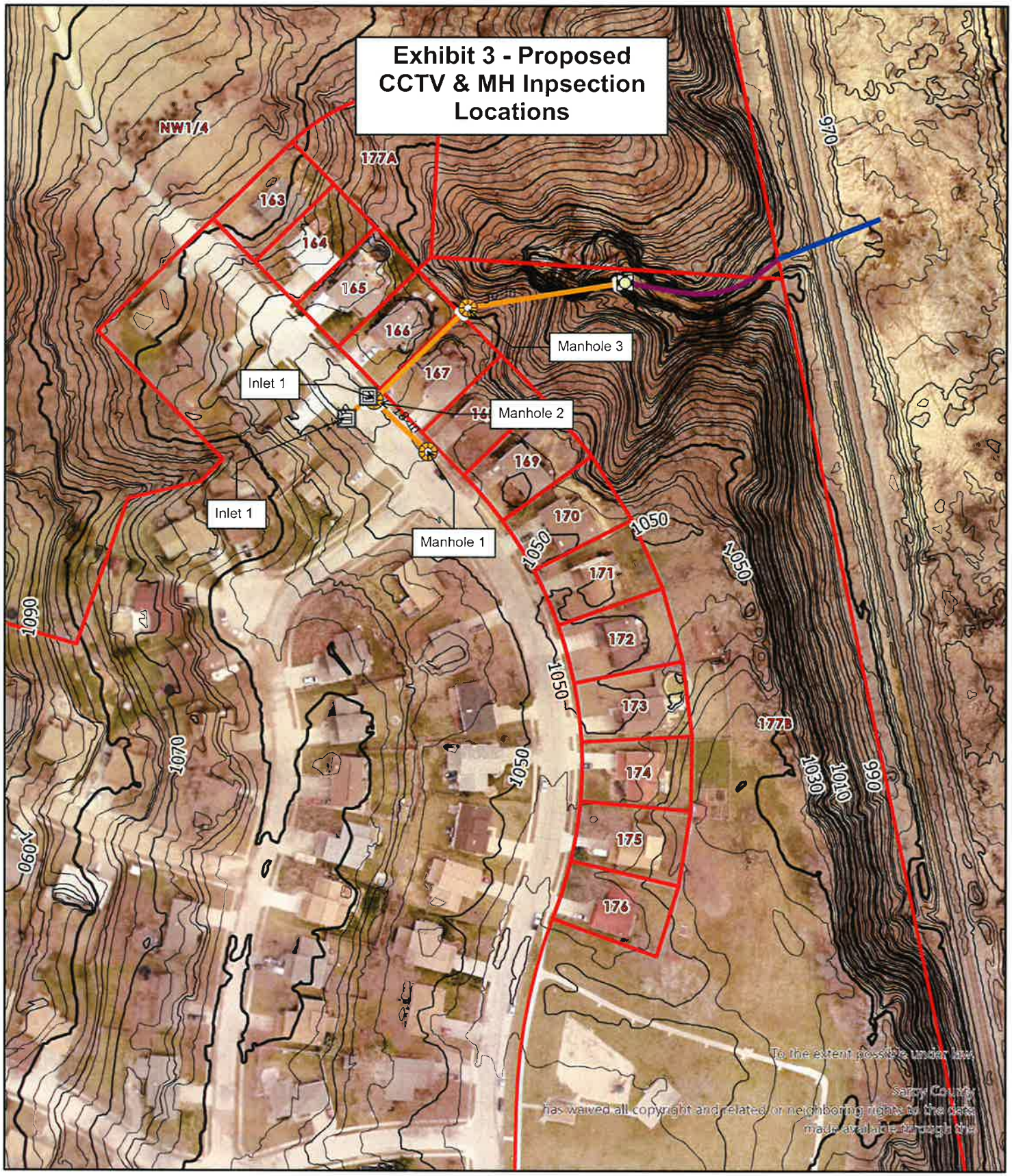
Staff Name	Hourly Rate	Task 1 Hours	Task 2 Hours	Task 3 Hours	Task 4 Hours	Task 5 Hours	Total
Project Manager	$238	36	4	28	6	1	75
Design Manager	$172	10	14	112	36	4	176
QC Reviewer	$166	0	0	30	0	0	30
Civil Engineer	$116	10	0	208	24	0	242
Geotechnical Engineer	$228	0	8	22	0	0	30
CAD Technician	$125	0	4	240	0	0	244
Spec Specialist	$135	0	0	2	0	0	2
Sewer Engineer	$156	0	2	0	0	0	2
Wetland Scientist	$129	0	0	0	4	0	4
Structural Engineer	$200	0	0	8	0	0	8
HSSE	$237	2	0	0	0	0	2
Cost Estimator	$250	0	0	26	0	0	26
Contract Support	$151	4	0	0	0	0	4
Total Labor Hours		62	32	676	70	5	845
Total Labor Costs		$12,516	$5,992	$98,534	$10,925	$960	$128,928
Expenses		$0	$0	$300	$0	$0	$300
Subconsultant Costs		$0	$56,589	$0	$0	$0	$56,589
Total Costs		**$12,516**	**$62,580**	**$98,834**	**$10,925**	**$960**	**$185,816**

*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2024. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.

Non-Labor Rate Items	
Mileage Rate	Current IRS audit rate at time of service
Other related consumable supplies (field equipment and supplies, etc.)	Actual
Postage, freight	Actual
Travel costs (airfare, hotel, care rental, meals, etc.)	Actual
Subcontractors and Outside Services	Actual + 5 percent


EXHIBIT 1
Survey Extents
Topo Survey
3D Scan
NW1/4
177A
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177B
Jinings Dr.
Kountze Memorial Dr.
1090
1070
1050
1030
1010
990
970
Stormwater_Inlets
Stormwater_Manhole
Stormwater_Discharge
SW_OpenDrains
SW_Culverts
SW_Gravity_Mains
Parcels to Survey
N
0 50 100 150 200
Feet


Exhibit 2 -
Proposed Boring
Locations
NW1/4
177A
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177B
B-1
970
1050
1090
1070
1030
1010
990
Stormwater_Inlets
Stormwater_Manhole
Stormwater_Discharge
SW_OpenDrains
SW_Culverts
SW_Gravity_Mains
Parcels to Survey
N
0 50 100 150 200
Feet


Exhibit 3 - Proposed CCTV & MH Inpsection Locations
NW1/4
177A
163
164
165
166
167
169
170
171
172
173
174
175
176
177B
Manhole 3
Manhole 2
Manhole 1
Inlet 1
Inlet 1
970
1090
1070
1050
1030
1010
990
Stormwater_Inlets
Stormwater_Manhole
Stormwater_Discharge
SW_OpenDrains
SW_Culverts
SW_Gravity_Mains
Parcels to Survey
N
0 50 100 150 200
Feet

JACOBS

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: CIPST 24(07) – Drainage Improvements - M146 (276A) College Heights
PROJECT NUMBER: BPW-240121
CLIENT: City of Bellevue, NE
ADDRESS: 1510 Wall St, Bellevue, NE 68005

hereby requests and authorizes Jacobs Engineering Group Inc. ("Jacobs") to perform the following Services:

SCOPE OF SERVICES: See Attachment A – Scope of Services

COMPENSATION to be on a basis of:
Jacobs' established hourly rates as set forth in Attachment B, plus reimbursement of Jacobs' Direct Expenses, all subject to a not-to-exceed amount of $185,816. Jacobs shall not be required to provide services beyond the not-to-exceed amount without additional compensation as mutually agreed in writing.

See Attachment B for Compensation
Technical or professional services that are furnished by an outside source and their reimbursable expenses multiplied by a multiplier of 1.05 shall be added to the cost of the services for Jacobs' administrative costs.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **CLIENT**		Accepted for **JACOBS ENGINEERING GROUP INC.**	
By:	_____	By:	Emily Holtzclaw
Name:	_____	Name:	Emily Holtzclaw
Title:	_____	Title:	Vice President
Date:	_____	Date:	1-26-24

PROVISIONS

1. AUTHORIZATION TO PROCEED. Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.

2. LABOR COSTS. In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work as further defined in Attachment B.

3. DIRECT EXPENSES. JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at current IRS rate at time of services, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

4. OUTSIDE SERVICES. When approved by CLIENT, technical or professional services can be furnished by an outside source. In this event, an additional amount shall be added to the cost of these services to account for JACOBS' administrative cost by multiplying the costs of the services by a multiplier of 1.05.

5. COST ESTIMATES. Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS. JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.

7. ADDITIONAL SERVICES. Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. SALES TAX. In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. LIMITATION OF LIABILITY. Excluding JACOBS' liability for bodily injury or damage to the property of third parties. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages.

10. DISPUTE RESOLUTION. All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. Parties will bear their respective costs incurred in connection with attending and participating in mediation, except that the Parties will equally share the fees and expenses of the mediator.

11. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.

12. PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS. Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable 30 days from date the invoice is received. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.

13. TERMINATION FOR NON-PAYMENT OF FEES. Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.

14. CONSTRUCTION PHASE SERVICES. If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

15. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. FORCE MAJEURE. Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by pandemics or occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

17. ELECTRONIC MEDIA. (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

18. THIRD PARTY BENEFICIARIES. Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

16g.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☑	OTHER ☐	

SUBJECT:

36th Street Improvements Cornhusker to HWY 370

SYNOPSIS/BACKGROUND:

Felsberg Holt & Ullevig (FHU) assisted the City to complete and submit the Surface Transportation Block Grant (STBG) - MAPA 2025 TIP application on January 12, 2024. The submittal included the development of content, attachments, and project summary for 36th Street from HWY 370 to Raynor Parkway Phase 1 of three phase project.

FISCAL IMPACT:: $7,740 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 36th Street Improvements Cornhusker to HWY 370 - Project M146 (305A)

CONTRACT EFFECTIVE DATE: 2-16-2024 CONTRACT TERM: CONTRACT END DATE: 01-05-2024

PROJECT NAME: 36th Street Improvements Cornhusker to HWY 370 - BPW #240126

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

CIP PROJECT NAME: Reconstruction Projects CIP PROJECT NAME: CP S T2(04)

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

ACCOUNTING DISTRUBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU in the amount of $7,740.00

ATTACHMENTS:

1. Scope of services	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

FELSBURG HOLT & ULLEVIG
connecting & enhancing communities

January 26, 2024

John Krager III PE
City of Bellevue / Public Works Dept
1510 Wall St.
Bellevue NE 68005

RE: Project M146 (305A) 36th Improvements Cornhusker to HWY 370

Dear Mr. Krager:

FHU continues to support the City of Bellevue with assistance to obtain funding for the S 36th Street Improvements from Cornhusker Road to Highway 370. This proposal requests approval to supplement our current contract, dated12/22/22 with costs associated with preparing a response to the MAPA call for 2025 TIP Projects. We understand that the City wants to submit a Surface Transportation Block Grant (STBG) Capital Project application to complete the first phase of these corridor improvements from the south terminus to the intersection of Raynor Road. Our work includes the effort to prepare all required information for the TIP application and update required supporting data that will help improve the competitiveness for this important project. This letter proposal summarizes our understanding of the services requested, project schedule, and supplement fee. The project will include the development of content for a complete STBG-MAPA 2025 TIP Project Application information, attachments, and a one-page summary letter.

Scope of Services

The City requested support to submit an application for review and approval which improves the first phase of S 36th Street Improvements to be added to the MAPA 2025 Transportation Improvement Program. Recommended improvements to this intersection have been studied and the information contained in the *S 36th Street Improvements Feasibility Study*, 2018 and preliminary design plans completed by FHU will help facilitate the content development process which the City will submit through the MAPA's on-line application form. We understand that the City of Bellevue is requesting the project to be added to the TIP which will enable Bellevue to utilize Advance Construction funds from current and future years to cover the full cost of the first project phase.

Task 01 – Project Management/Coordination Meetings

Three meetings with the City of Bellevue Public Works staff to review the project background and coordinate the grant application content handoff. The first meeting will review existing information available to support the application and coordinate data needs to complete the application. The second meeting will be held with the City to review the draft application and to discuss comments from the City. The third meeting will review the final application prior to submittal. Additional coordination is anticipated to occur via conference calls and email as needed. Meetings will be held virtually using Microsoft Teams. A progress report will be provided as an interim update if the project extends beyond one month. This project is proposed on a compressed timeline and the order and purpose of project meetings may require flexibility within the delivery schedule.

Task 02 – Information Coordination and Updates

FHU will compile the required information needed to input into the MAPA on-line application form. Project support letters will be drafted that will be included with the application. Project applications will be evaluated based on the following:

- **Safety:**

  FHU will compile and present information in the application to support justification of Crash Reduction Factors, Pre-Identified Safety Issues, Proven Safety Counter Measures, and Equity.

- **Demand:**

  FHU will compile and present information in the application to support justification of Level of Service, Equity: Latent Demand, and Locally Measured Delay Reduction

- **Asset Condition:**

  FHU will compile and present information in the application to support justification of Pavement Condition, Bridge Condition, TERM Rating, and Operational Costs.

- **Regional Considerations:**

  FHU will compile and present information in the application to support multi-jurisdictional support and partnerships, priority corridor proximity, hazard mitigation, MTIS relevance, Equity: Proximity to Equity Focus Area

- **Greenhouse Gas Emissions & Air Quality:**

  FHU will compile and present information in the application to support project type metrics, Emissions reduction estimate, and Equity: Air Quality

- **Leverage:**

  FHU will compile and present information in the application to support Extra-regional awards, DOT/USDOT awards, local match, project readiness

- **Equity:**

  FHU will compile Equity-related external award information

- **Plans and Cost Estimates:**

  FHU will compile and present information in the application to support updated plan sheets and cost estimates.

Task 03 – Project Application

The FHU team will compile a STBG-MAPA Application Form content along with the preparation of a one-page project summary letter.

Schedule

FHU, at the request and on the behalf of the City, submitted the STBG-MAPA 2025 TIP Project Application on January 12, 2024.

Fee Proposal

FHU proposes to conduct this analysis based on a time and materials basis, with an estimated maximum not to exceed amount of $7,740. Staff assigned to complete this project in the time available for the application to be complete and delivered on-time are shown below with standard billing rates.

Principal	$295
Sr. Engineer/Planner	$225
Intern II	$85

A more detailed breakdown of the costs by task is shown below.

TASKS	LABOR COSTS
Task 01 – Project Management/Coordination	$750
Task 02 – Information Coordination and Updates	$4,490
Task 03 – Project Application	$2,500
Total Labor	$7,740
TOTAL LABOR AND DIRECT EXPENSES	**$ 7,740**

If the conditions of this proposal are acceptable, please print out this letter, sign below and send it back for our files. In an effort to expedite the study, please call or send an e-mail with the signed proposal back as your acceptance. If you have any questions about this proposal, please call Mark Meisinger or Jesse Poore at (402) 445-4405. By signing this contract, the client acknowledges the attached standard provisions.

Sincerely,

FELSBURG HOLT & ULLEVIG

Mark Meisinger, PE, PTOE
Principal

Jesse W. Poore, AICP
Project Manager

Accepted By

Title

Date

FELSBURG HOLT & ULLEVIG

LETTER AGREEMENT STANDARD PROVISIONS

A. SERVICES BY THE CONSULTANT

The Consultant agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. Consultant agrees to keep the Client informed on its progress through periodic reports, and to maintain accurate records relating to its services for this Project.

The Consultant agrees to provide, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Client, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement for the Project.

B. RESPONSIBILITIES OF THE CLIENT

The Client shall provide and make available to the Consultant, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the Consultant shall remain the property of the Client and will be returned upon completion of its services.

The Client shall make provisions for the Consultant to enter upon public and private properties as required for the Consultant to perform its services hereunder.

C. EXTRA WORK

The Client may desire to have the Consultant perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the Client. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached Rate Schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the Client for the Consultant to proceed with the work. The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, Consultant shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month. If any portion of, or an entire account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the Consultant is delayed at any time in the progress of work by any act or neglect of the Client or its agents, employees, or contractors, or by changes in the work, or by extended review by the Client, fire, unavoidable casualties, or by any causes beyond the Consultant's control, the time schedule shall be extended for a reasonable length of time, and Consultant's compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the Consultant associated with this Project are instruments of service for this Project only and shall remain the property of the Consultant whether the Project is completed or not. The Consultant shall furnish originals or copies of such work product to the Client in accordance with the services required hereunder. Reuse of any of the work product of the Consultant by the Client on an extension of this Project or on any other Project without the written permission of the Consultant shall be at the Client's risk and the Client agrees to defend, indemnify, and hold harmless the Consultant from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse by the Client or by others acting through the Client. Any reuse or adaptation of the Consultant's work product shall entitle the Consultant to equitable compensation.

H. INSURANCE

During the services, the Consultant shall maintain Workmen's Compensation and Occupational Disease Insurance in accordance with applicable laws and statutory limits; Automobile Liability with a combined single limit coverage of $1,000,000; and Commercial General Liability of $1,000,000 per occurrence, $2,000,000 aggregate; and Professional Liability Insurance as detailed in Section P below Upon request, the Consultant shall provide certificates of insurance to the Client indicating compliance with this paragraph.

I. TERMINATION

Either the Client or the Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The Client shall within sixty (60) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the Client and the Consultant, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the Client's representative and the Consultant Principal-in-Charge for the Project. Client and Consultant each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution, executive

management representatives for the Client and Consultant shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the Client and Consultant agree that all such unresolved disputes shall be submitted to nonbinding mediation, then arbitration.

Pending final resolution of the dispute, the Consultant shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the Client and the Client shall continue to pay the undisputed payments due to the Consultant for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law in the state the Project site is located, without regard to the principles of conflict law. Any filing of case, suit, or action related to this Agreement will be brought in such state.

L. SUCCESSORS AND ASSIGNS

The Client and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the Consultant and any other consulting business, or contractor, on the Project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing. Either party hereto shall have the right to change its contact address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES

The Consultant shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the Consultant, an error or omission is discovered within a reasonable time, the Consultant shall be responsible for correction of any work which must be removed or altered to meet the Project requirements, provided the Consultant is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself.

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on Consultant's qualifications and experience. The Consultant makes no warrant, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

P. INDEMNIFICATION & LIMITATION OF LIABILITY

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including any reasonable attorney's fees) to the extent caused by the Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of any subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable and arising from the Project that is the subject of this Agreement.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's professional liability for the Client's damages to the sum of $250,000 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Professional Liability clause and to accept or reject its inclusion herein.

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

16h.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024			SUBMITTED BY: David Goedeken - Public Works		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Google Fiber Installation Professional Services

SYNOPSIS/BACKGROUND:

City Council approved Memorandum of Understanding (MOU) between the City of Bellevue and Google Fiber NE, LLC on 9/19/2023. The City seeks to have Alfred Benesch & Co. provide assistant project management, contractor monitoring and progress documentation, quality assurance materials testing services, and assist with review of Right-of-Way (ROW) permits throughout the construction timeline. The costs associated with this effort will be recovered through the permitting process with Google Fiber.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES | COUNTER-PARTY: Alfred Benesch & Co. | INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 01/29/2024 | CONTRACT TERM: 651 calendar days | CONTRACT END DATE: 11/5/2025

PROJECT NAME:

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

CIP PROJECT NAME: | CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: | ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Mayor to sign the Google Fiber Installation Professional Services Agreement between the City of Bellevue and Alfred Benesch & Co. in amount not to exceed $658,297.12 with these costs to be recovered through the permitting process with Google Fiber NE, LLC.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

Alfred Benesch & Company
4530 Maass Road, Suite 240
Bellevue, NE 68133
www.benesch.com
P 402-333-5792

January 26, 2024

Mr. John Krager, PE
Manager of Engineer Services
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Google Fiber Installation Professional Services

Dear Mr. Krager:

Alfred Benesch & Co. appreciates the opportunity to propose to provide professional services to assist the City with the upcoming Google fiber installation project throughout the City. We propose to provide assistant project management, contractor monitoring and progress documentation, quality assurance materials testing services, and assist with review of Right-of-Way (ROW) permits throughout the construction timeline.

We propose to provide the following services for the project from January 29, 2024 to November 5, 2025 (651 calendar days):

- Provide preliminary review of ROW permit applications associated with the above referenced project (assume 33 permit applications),
- Provide 1 construction observer to monitoring planning and progress of the fiber optic cable installation operations (assume 3720 hours),
- Review plans and work with fiber installation crews to identify potential field locations of and conflicts with sanitary sewer and traffic signal facilities using as-built drawings and onsite visible indicators that facilities are present in the proposed fiber installation area (manholes, handholes, poles, etc.),
- Perform random sewer line and manhole visual reviews at approximately 10% of all sewer crossings using a pole camera to verify fiber installation process has not damaged or otherwise disrupted flow or reduced capacity (assume 80 reviews),
- Perform quality assurance testing on asphalt and concrete pavement repairs (assume 60 sets of concrete tests), and
- Assist the City with project administration and project closeout duties as needed (assume 407 hours).

Based on the anticipated installation schedule provided by the fiber optic owner, we estimate 465 days of construction work requiring an observer to be present. A limited amount of support from a second observer is anticipated during peak periods (assume no more than 465 hours for a second observer). Our services will be performed using our established construction services fee schedule that provides for hourly rates for such services and unit rates for construction materials testing. Sewer camera use will be assessed at $200/day for each day used. We will monitor requested

services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

Benesch shall provide an estimated cost of services associated with each permit application received by the City from the fiber optic owner to allow the City to determine permitting fees. The total fees invoiced by Benesch shall be limited to the summation of the individual permit fee estimates provided unless otherwise approved by the City. Exhibit "C" provides an estimated fee for the work to be completed for the purposes of contracting.

Benesch does not guarantee the accuracy of any identified field locations of and conflicts with sanitary sewer and traffic signal facilities. The use of tracer wire detectors or other similar tools or processes for locating underground facilities is not included in this scope of work.

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,

Jeffery A Sockel

Jeffery A. Sockel, PE
Senior Vice President/Omaha Division Manager

Exhibit "C"

Professional Services for Google Fiber Installation

Construction Engineering and Inspection
City of Bellevue Public Works Department

Fee Estimate

Personnel Classification	Rate $/Hour	Est. Hours	Estimated Cost
E1 - Professional Engineer (Consultant or Principal)	$ 240.00	8	$1,920.00
E1a - Professional Engineer/Project Manager	$ 210.00	80	$16,800.00
E2 - Professional Engineer (Staff)	$ 183.00	691	$126,453.00
E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	$ 96.00	755	$72,480.00
E6 - Engg Tech I, Project Inspector I, Env Tech I	$ 86.00	4103	$352,858.00
	Subtotal Direct Labor Costs		**$570,511.00**
5.00% Annual Adjustment for Salary Increases	22 month est duration		$23,674.12
	Subtotal Total Labor, Overhead, and Profit Costs		**$594,185.12**
Direct Nonsalary Costs			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			$5,700.00
Vehicle Mileage @ $0.75/mi			$16,950.00
Construction Materials Testing Trip Charge @ $116/Trip			$12,862.00
Sewer Camera @ $200/day			$16,000.00
Concrete Unit Rate Testing			$9,600.00
Misc Chargeable Expenses			$3,000.00
	Subtotal Direct Expense Costs		**$64,112.00**
	Total Estimated Not to Exceed Fee		**$658,297.12**

Professional Services for Google Fiber Installation

Construction Engineering and Inspection
City of Bellevue Public Works Department

Project Summary

Task		Personnel Services							Reimbursables							
		E1 - Professional Engineer (Consultant or Principal)	E1a - Professional Engineer/Project Manager	E2 - Professional Engineer (Staff)	E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	E6 - Engg Tech I, Project Inspector I, Env Tech I	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ $0.75/mi	Construction Materials Testing Trip Charge @ $116/Trip	Sewer Camera @ $200/day	Concrete Unit Rate Testing	Misc Chargeable Expenses	Subtotal	Estimated Fee
Task 1	Project Management & Meetings	8	40	186	0	93	327	$ 54,528.58	$ 500	$ 975	$ -	$ -	$ -	$ -	$ 1,475	$ 56,003.58
Task 2	Construction Observation	0	40	465	465	3720	4690	$ 477,062.61	$ 4,600	$ 14,100	$ -	$ -	$ -	$ 3,000	$ 21,700	$ 498,762.61
Task 3	Materials Sampling & Testing	0	0	0	40	0	40	$ 3,999.35	$ -	$ 150	$ 9,086	$ -	$ 9,600	$ -	$ 18,836	$ 22,835.35
Task 4	Sewer Inspection	0	0	0	250	250	500	$ 47,388.08	$ 500	$ 1,500	$ 3,776	$ 16,000	$ -	$ -	$ 21,776	$ 69,164.08
Task 5	Project Closeout	0	0	40	0	40	80	$ 11,206.50	$ 100	$ 225	$ -	$ -	$ -	$ -	$ 325	$ 11,531.50
Subtotal		8	80	691	755	4103	5637		$ 5,700	$ 16,950	$ 12,862	$ 16,000	$ 9,600	$ 3,000		
Project Subtotal								**$ 594,185.12**							**$ 64,112**	**$ 658,297.12**

benesch

CONSULTING SERVICES AGREEMENT

CLIENT	City of Bellevue	Project Name	Google Fiber Optic Installation
Address	1510 Wall Street		Professional Services
	Bellevue, NE		
		Project Location	Bellevue, NE
Telephone	402-293-3144		
Client Contact	John Krager, PE	Consultant PM	Mike Higgins, PE
Client Job No.		Consultant Job No.	00120772.01

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

See Attached scope letter and fee estimate dated 1/26/24

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: $658,297.12.
- ☐ 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: Jeffery A Sockel
AUTHORIZED REPRESENTATIVE

PRINT NAME: Jeffery A. Sockel, PE

TITLE: Sr Vice President

DATE: January 28, 2024

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

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or $50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices
Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation
For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings
Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability
If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution
If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity
Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law
This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement
This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

16i.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Traffic Signal Improvements

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig will collect data and intersection analysis along Fort Crook Road for twelve intersections.

FISCAL IMPACT:: $42,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Felsburg Holt & Ullevig INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Signal Improvements

CONTRACT EFFECTIVE DATE: 2/7/2024 CONTRACT TERM: 5/10/2024 CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME: CIPST24(10)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): 10-15-7130

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU in the amount of $42,000.00

ATTACHMENTS:

1. Scope of work
2. Fee estimate
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

FELSBURG HOLT & ULLEVIG
connecting & enhancing communities

11422 MIRCALE HILLS DRIVE, SUITE 115 | OMAHA, NE 68154
402.445.4405 | WWW.FHUENG.COM

January 26, 2024

Mr. Dave Goedeken, PE
City Engineer
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

Reference: CIPST24(10) Signal Improvements Proposal

Dear Mr. Goedeken:

This proposal describes the scope of services necessary to complete data collection and analysis for Twelve (12) intersections along Fort Crook Road. The project limits will span from Fairview Road to Chandler Road. Data will be collected at each intersection, but the type of analysis will vary based on intersection needs. The types of analysis will include traffic signal warrant evaluation, operational analysis, railroad pre-emption, and implementation. The information used to prepare this proposal is based on conversations with the City of Bellevue.

The twelve (12) study intersections include the following locations:

- Fort Crook Road & Chandler Road [signalized]
- Fort Crook Road & Camp Brewster Road [two-way stop control]
- Fort Crook Road & Childs Road [signalized]
- Fort Crook Road & Galvin Road [signalized]
- Fort Crook Road & Avery Road [signalized]
- Fort Crook Road & Cornhusker Road / Harvell Drive [signalized]
- Fort Crook Road & Bryan Avenue / Herman Drive [signalized]
- Fort Crook Road & Arboretum Drive [signalized]
- Fort Crook Road & Harlan Drive [signalized]
- Fort Crook Road & Nelson Drive [signalized]
- Fort Crook Road & Capehart Road [signalized]
- Fort Crook Road & Fairview Road [all-way stop control]

Scope of Work

Task 1 – Meetings & Project Management

As part of this effort, Felsburg Holt & Ullevig (FHU) will attend up to three (3) meetings with the City of Bellevue. These meetings may be virtual. This task includes preparing monthly progress reports with invoices and other project management related tasks.

Task 2 – Data Compilation

Field reviews will be conducted to validate existing geometry, signal phasing, and signal timings. Twelve (12) 13-hour turning movement counts (TMCs) will be conducted by All Traffic Data (ATD) at each study intersection. The TMCs will be conducted on a typical weekday (Tuesday, Wednesday, or Thursday) when area schools are in session and will contain vehicle and pedestrian data in 15-minute bins. Additionally, ATD will collect four (4) 7-day x 24-hour segment counts. This information will be used as the base condition for our analysis. Should an additional count(s) be needed, it will be billed in addition to this contract at our standard count rates.

FHU will request crash data for each intersection from NDOT. FHU will review the data for traffic signal timing/phasing improvements that could address safety issues.

Task 3 – Traffic Signal Warrant Evaluation

Unwarranted signals increase delay, cost money to maintain, and can potentially reduce safety by creating unexpected stops or leading to disobedience of the signal indications. However, with the right traffic volumes and conditions, traffic signals can improve safety and reduce delay. FHU will evaluate the Manual on Uniform Traffic Control Devices (MUTCD) traffic signal warrants to determine if traffic signal control would be appropriate at two unsignalized intersections. FHU will also evaluate one (1) signalized intersection to determine if removing the traffic signal would be beneficial.

Unsignalized Intersections Traffic Signal Warrant Evaluation

- Fort Crook Road & Camp Brewster Road
- Fort Crook Road & Fairview Road

Signalized Intersection Traffic Signal Warrant Review

- Fort Crook Road & Galvin Road

Assumptions

- The 2009 Edition, Revision 3, of the MUTCD will be used to evaluate the traffic signal warrants. However, the traffic signal warrants will also be reviewed against the 11th Edition of the MUTCD, which was released in December of 2023. Should there be a difference in results, the 2009 Edition will take precedence until the Nebraska Department of Transportation officially adopts the 11th Edition.

Task 4 – Operational Analysis

Traffic signal timings will be reviewed and updated at select intersections. If an intersection is part of a coordinated system, coordination will be maintained, but operations will only be reviewed at the identified intersection. Clearance values will be updated at intersections where timings are being reviewed. Yellow change, Red clearance, Walk, and Flashing Don't Walk values will be updated to the most recent City of Omaha standard based on current field conditions. Operational analysis will be conducted at the following locations:

- Fort Crook Road & Chandler Road
- Fort Crook Road & Galvin Road
- Fort Crook Road & Cornhusker Road / Harvell Drive
- Fort Crook Road & Harlan Drive

FHU will program the new timings and settings into the traffic signal controllers and proceed to field observations effort immediately thereafter. Timings will be reviewed to ensure they are operating as designed and will be adjusted for optimal operation based on field conditions.

The railroad crossing to the west of the Chandler Road intersection (DOT Crossing Inventory Number 817401K) does not currently have railroad preemption. FHU will collect the necessary background data, including railroad crossing inventory information, crash history, aerial photographs, and other background information, to prepare concept-level cost estimates for implementing railroad preemption. Railroad preemption settings will also be investigated as part of the signal timing review for the intersection of Fort Crook Road with Chandler Road. Coordination with the Union Pacific Railroad Company (UP) may be required as part of this task.

This scope does not include a railroad preemption study, which may be required by UP before preemption could be installed at this location. If it is determined that railroad preemption is desired and a preemption study is required by UP, a supplemental scope and fee can be developed by FHU for those services.

Task 5 – Memo

A memo will be prepared summarizing the results of this traffic study and will include graphical illustrations of the study area and analysis. The memo will include the data collected for this project, updated signal timings, and a discussion of the results.

Schedule and Fee Estimate

The following schedule is proposed for the project:

ACTIVITY	START	END
City Council Approval	February 6, 2024	
Notice to Proceed	February 7, 2024	
Kick-off Meeting	February 9, 2024	
Data Collection, Traffic Analysis, Implementation	February 12, 2024	March 22, 2024
Preliminary Progress Meeting	March 27, 2024	
Draft Report Development	March 28, 2024	April 11, 2024
Submit Draft Memo	April 12, 2024	
City Review Period	April 15, 2024	April 29, 2024
Comment Review Meeting	May 2, 2024	
Address Comments on Draft Memo	May 3, 2024	May 10, 2024
Print and Distribute Final Memo	May 14, 2024	

FHU proposes to complete that data collection and conduct the traffic study for a lump sum amount of **$42,000.**

If the scope of services and contract amount, as well as the attached Letter Agreement Standard Provisions, are acceptable, please sign in the space provided below. Please return a signed copy of this contract proposal for our files. If you have any questions about this proposal, please call David Andersen at (402) 445-4405.

Sincerely,

FELSBURG HOLT & ULLEVIG

Mark Meisinger, PE, PTOE
Principal

David Andersen, PE, PTOE, IMSA TS III
Project Manager

Accepted By

Title

Date

Attachment:
Workhour and Fee Estimate
FHU Letter Agreement Standard Provisions

O:\Marketing\Proposals\Letter Proposals\City of Bellevue\Fort Crook Rd Data Collection and Analysis\CIPST24(10) Signal Improvements Proposal 2024-01-26.docx

CIPST24(10) Signal Improvements

Workhour and Fee Estimate

January 26, 2024

FELSBURG HOLT & ULLEVIG
connecting & enhancing communities

	Principal II	*Sr. Engineer*	*Engineer II*	*Engineer I*	*Intern I*	*Graphics*	*Total*
Task 1 – Meetings & Project Management	1	12	6	0	0	0	$3,940
Task 2 – Data Compilation	0	0	8	8	4	0	$2,340
Task 3 – Traffic Signal Warrant Evaluation	0	2	4	0	4	0	$1,310
Task 4 – Operational Analysis	0	38	20	14	0	0	$13,310
Task 5 – Memo	1	4	8	4	4	4	$3,790
TOTAL HOURS	**2**	**56**	**46**	**26**	**12**	**4**	**146**
TOTAL LABOR / HR RATE	$310	$235	$135	$120	$75	$170	
TOTAL LABOR COSTS	$620	$13,160	$6,210	$3,120	$900	$680	$24,690

DIRECT PROJECT EXPENSES			
Printing	75	$0.19	$15
Traffic Count (12 x 13-hr) [ATD]	1	$17,000.00	$17,000
Mileage (10 Trips @ 45 Miles)	450	$0.655	$295
TOTAL DIRECT PROJECT EXPENSES			$17,310

TOTAL PROJECT COST	**$42,000**

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

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D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

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If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

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All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

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During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of $1,000,000 per occurrence, $2,000,000 aggregate; Automobile Liability with a combined single limit coverage of $1,000,000; and Commercial General Liability of $1,000,000 per occurrence, $2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

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Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

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Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of $100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

16j.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Fort Crook & Fairview Road Planning Study

SYNOPSIS/BACKGROUND:

Ft. Crook and Fairview Road Planning study for the generally undeveloped area located on the east and west sides of US-75 from Fairview Road to US-34. The proposal includes the scope of work, a proposed schedule and a fee to complete the work. The study will evaluate the impact of development on the study area's roadways and intersections and assess potential new roadway connections.

FISCAL IMPACT:: $29,700 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Felsburg Holt & Ullevig INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Ft. Crook & Fairview Rd Planning Study

CONTRACT EFFECTIVE DATE: 2/7/2024 CONTRACT TERM: CONTRACT END DATE: 6/7/2024

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME: CIPST24(10)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): 10-15-7130

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU in the amount of $29,700.00 for the Fort Crook & Fairview Road planning study.

ATTACHMENTS:

1. Scope of work		2. Schedule and Fee Estimate		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

FELSBURG HOLT & ULLEVIG
connecting & enhancing communities

11422 MIRCALE HILLS DRIVE, SUITE 115 | OMAHA, NE 68154
402.445.4405 | WWW.FHUENG.COM

January 26, 2024

Mr. Dave Goedeken, PE
City Engineer
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

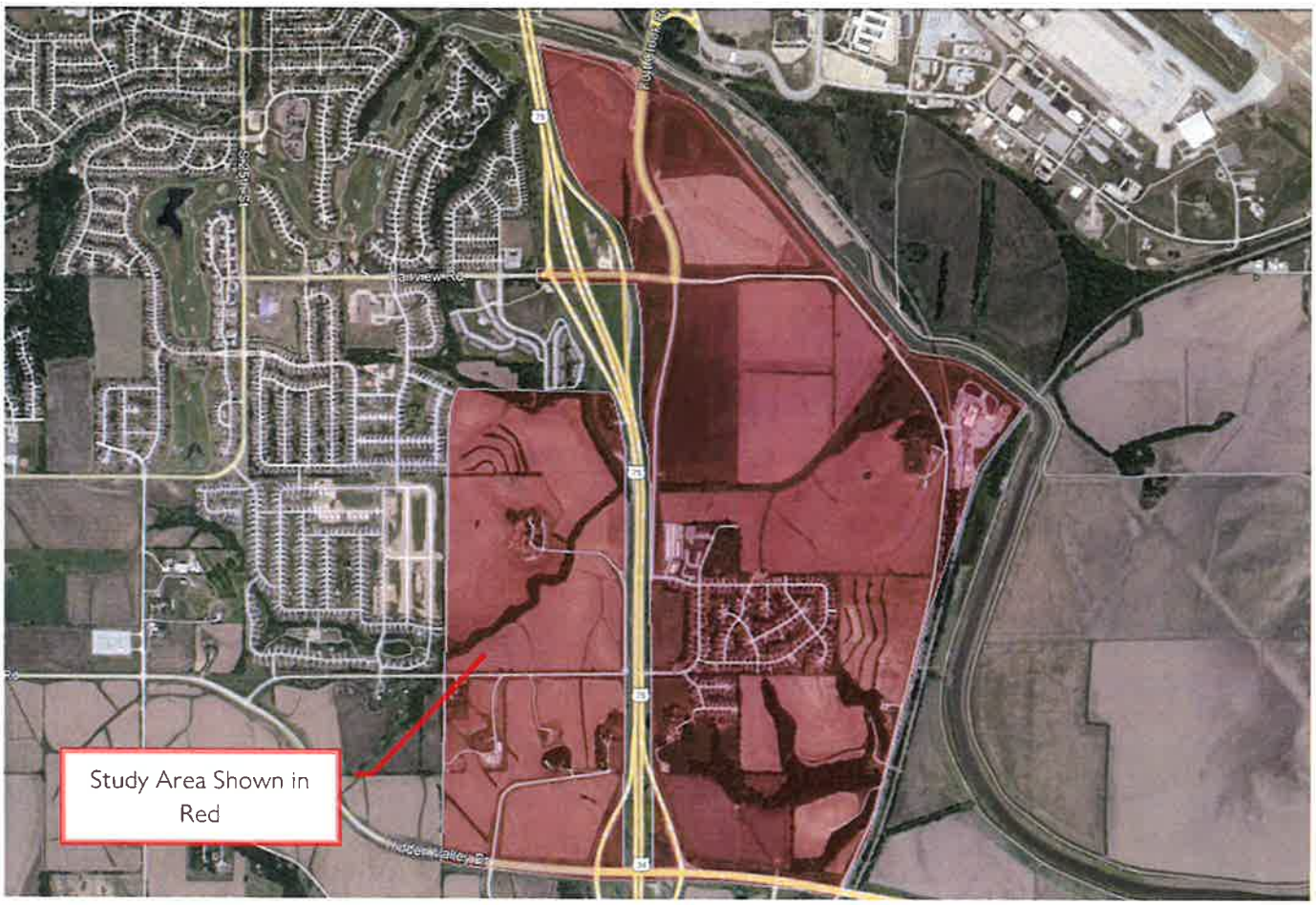
Reference: CIPST 24(10) - Signal Improvements - M146(372A) Ft Crook & Fairview Rd Planning Study Proposal

Dear Mr. Goedeken:

This proposal describes the scope of services necessary to complete a planning study for the generally undeveloped area located in Bellevue, NE, on the east and west sides of US-75 from Fairview Road to US-34. The project study area is shown in **Figure 1**. The information used to prepare this proposal is based on a discussion with the City of Bellevue. The Nebraska Department of Transportation (NDOT) will also be a stakeholder for this project.

The study will evaluate the impact of development on the study area's roadways and intersections and assess potential new roadway connections. Proposed development uses include sanitation, trucking, meat processing, a research facility, and the Prairie Hill Farm collaboration campus. Studies such as the *Fort Crook Road 2040*, the *Fort Crook Road Transit Planning and Environmental Feasibility Study*, and the *Fort Crook Road Bridge Feasibility Analysis Planning and Environmental Linkage (PEL)* will be reviewed and help inform the results of the study.

Figure 1. Project Study Area



In order to address the traffic operations at the existing intersections, the primary focus of this study will include the evaluation of the following locations:

- Existing unsignalized intersection(s) in the study area are as follows:
  - US-75 Southbound Ramp & Fairview Road
  - US-75 Northbound Ramp & Fairview Road
  - Fairview Road & Fort Crook Road
  - 10th Street & Hidden Valley Drive
  - US-75 Southbound Ramp & US-34 / Hidden Valley Drive
  - US-75 Northbound Ramp & US-34
  - 8th Street & US-34

The study will evaluate the AM and PM weekday peak hours for the following scenarios:

- Existing (2023)
- Interim Year (2035)
- Future Year (2050)

Scope of Work

Task 1 – Meeting & Project Management

As part of this effort, Felsburg Holt & Ullevig (FHU) will attend up to three (3) meetings with the City of Bellevue. These meetings may be virtual. This task includes preparing monthly progress reports with invoices and other project management related tasks.

Task 2 – Data Compilation

Field reviews will be conducted to validate existing geometry, signal phasing, and signal timings. Seven (7) 8-hour turning movement counts (TMCs) will be conducted by FHU at the following intersections:

- US-75 Southbound Ramp & Fairview Road
- US-75 Northbound Ramp & Fairview Road
- Fairview Road & Fort Crook Road
- 10th Street & Hidden Valley Drive
- US-75 Southbound Ramp & Hidden Valley Drive
- US-75 Northbound Ramp & US-34
- 8th Street & US-34

This information will be used as the base condition for our analysis. Should an additional count(s) be needed, it will be billed in addition to this contract at our standard count rates. Information from other developments will be reviewed to help develop background traffic volumes.

FHU will request crash data for each intersection from NDOT. FHU will review the data for improvements that could address safety issues.

Assumptions

- FHU will determine the weekday AM and PM peak hours.
- Available completed traffic studies in the surrounding area will be provided by the City of Bellevue.

Task 3 – Existing Traffic Analysis

FHU will assess the current level of congestion in the AM and PM peak hours, measured by level of service (LOS), which is experienced at intersections within the study area boundaries.

Assumptions

- FHU will use Synchro 11.0 for analysis. HCM 6th Edition methodologies will be utilized.

Task 4 – Traffic Forecasting

This traffic study will evaluate future traffic conditions in the study area. The Metropolitan Area Planning Agency (MAPA) will provide year 2050 traffic projections which will be used for future traffic analysis. A straight-line comparison will be used to project Interim Year (2035) and Future Year (2050) background traffic volumes. The City of Bellevue's future land use plan and recent traffic studies will be utilized as well.

Assumptions

- 2050 future traffic forecasts (ADT) will be provided to FHU by MAPA.

Task 5 – Future Traffic Analysis

FHU will assess the level of congestion, measured by level of service (LOS), experienced at the study area intersections under Interim (2035) and Future (2050) traffic conditions. The analysis will determine the proper traffic control and lane configuration for the study intersections. The study will also evaluate new roadway connections in the study area. Graphics will be developed to display the results of the analysis.

- MUTCD traffic signal warrants will be analyzed at the unsignalized intersections.
- Auxiliary turn-lane analyses will also be completed for the study area intersections. Turn lane storage lengths will be analyzed.
- A queuing analysis will be completed for the study area intersections.
- Access control guidelines will be evaluated.
- A planning level roadway cross-section analysis will be completed for the study area roadways.

Assumptions

- Survey, conceptual design, and cost estimates for the recommended improvements are not included as part of this scope.

Task 6 – Multimodal Analysis

FHU will evaluate the existing and planned bicycle, pedestrian, and transit stops/routes in the area. Pedestrian traffic generators in the project area will be identified, and an analysis will be completed to evaluate the network's bike facilities, trails, and sidewalk gaps. FHU will review transit and bicycle/pedestrian master plans and incorporate recommendations of those resource documents and the gap analysis into the findings of the report.

Task 7 – Report

A draft report will be prepared summarizing the results of this traffic study and will include graphical illustrations of the study area and analysis. FHU will identify traffic operational or roadway deficiencies in the study area and will develop recommendations for improvements.

Schedule and Fee Estimate

The following schedule is proposed for the project:

ACTIVITY	START	END
City Council Approval	February 6, 2024	
Notice to Proceed	February 7, 2024	
Kick-off Meeting	Week of February 12, 2024	
Begin Data Analysis & Traffic/Safety Analysis	February 19, 2024	April 5, 2024
Preliminary Progress Meeting	April 10, 2024	
Draft Report Development	April 11, 2024	May 2, 2024
Submit Draft Report	May 3, 2024	
City/NDOT Review Period	May 6, 2024	May 20, 2024
Comment Review Meeting	May 23, 2024	
Address Comments on Draft Report	May 24, 2024	June 7, 2024
Print and Distribute Final Report	June 11, 2024	

We have assumed a period of two weeks for agency review of the draft report. Upon receipt of review comments from the City of Bellevue and/or NDOT, FHU will finalize the study within two weeks. Should the City of Bellevue or NDOT require additional intersections or time periods to be included in the study we will notify you immediately regarding any impact on the cost of the study or the project schedule.

FHU proposes to conduct the traffic study for a lump sum amount of **$29,700.** A detailed workhour and fee estimate breakdown is attached.

If the scope of services and contract amount, as well as the attached Letter Agreement Standard Provisions, are acceptable, please sign in the space provided below. Please return a signed copy of this contract proposal for our files. If you have any questions about this proposal, please call Adam Denney at (402) 445-4405.

Sincerely,

FELSBURG HOLT & ULLEVIG

Mark Meisinger, PE, PTOE
Principal

Adam Denney, PE, PTOE
Project Manager

Accepted By

Title

Date

Attachment:
Workhour and Fee Estimate
FHU Letter Agreement Standard Provisions

Ft Crook & Fairview Rd Planning Study Proposal

Workhour and Fee Estimate

January 26, 2024

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Task 4 – Traffic Forecasting	0	4	16	12	2	0	$4,690
Task 5 – Future Traffic Analysis	1	4	8	4	4	4	$3,790
Task 6 – Multimodal Analysis	1	4	8	4	0	4	$3,490
Task 7 – Report	1	8	16	11	0	4	$6,350
TOTAL HOURS	**4**	**32**	**64**	**35**	**14**	**12**	**161**
TOTAL LABOR / HR RATE	$310	$235	$135	$120	$75	$170	
TOTAL LABOR COSTS	$1,240	$7,520	$8,640	$4,200	$1,050	$2,040	$24,690
DIRECT PROJECT EXPENSES							
Printing	110	$0.19					$21
Traffic Count (7 - 8-hr)	7	$700.00					$4,900
Mileage (3 Trips @ 45 Miles)	135	$0.655					$89
TOTAL DIRECT PROJECT EXPENSES							$5,010
TOTAL PROJECT COST							**$29,700**

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This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of $100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

16k.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 2/6/2024			SUBMITTED BY: City Clerk		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note for Bapaji Maharaj LLC, 1110 Fort Crook Road (Tax Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II, more particularly described in Exhibit "C" of the agreement).

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the Redevelopment Plan for Bapaji Maharaj LLC. These documents provide for the use of Tax Increment Financing, in the principal amount of $350,000.00. On December 19, 2023the city approved the Redevelopment Plan, by Resolution #2023-35, for the Redevelopment Project located at 1110 Fort Crook Road (Tax Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II, more particularly described in Exhibit "C" of the agreement). The Redevelopment Plan proposes the rehabilitation and redevelopment of the existing dilapidated Roadway Inn into an upgraded and modern extended stay hotel along with associated improvements shown in Exhibit "A".

FISCAL IMPACT:: NA | BUDGETED FUNDS?: No | GRANT/MATCHING FUNDS?:

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:					
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize the Mayor to sign the Redevelopment Agreement and Promissory Note, allowing up to $350,000.00 plus accrued interest, to offset TIF eligible expenses, for the Redevelopment Project located at 1110 Fort Crook Road (Tax Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II, more particularly described in Exhibit "C" of the agreement).

ATTACHMENTS:

1.	Redevelopment Agreement	2.	Redevelopment Promissory Note	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a Nebraska municipal corporation (the "City"), and Bapaji Maharaj, LLC a Nebraska limited liability company ("Owner").

RECITALS:

WHEREAS, on December 19, 2023, by Resolution No. 2023-35, the City Council of the City of Bellevue approved the Redevelopment Plan for the 1110 Fort Crook Road Redevelopment Project located on 1110 Fort Crook Road, Bellevue, Sarpy County, Nebraska (the "Redevelopment Plan"), which Redevelopment Plan proposes the rehabilitation and redevelopment of the existing dilapidated Roadway Inn into an upgraded and modern extended stay hotel along with associated improvements as shown on the renderings and floor plans attached hereto as Exhibit "A", which is incorporated herein by this reference (together, the "Plans"); and,

WHEREAS, the Redevelopment Plan recommends allowing up to $350,000, plus accrued interest, to offset TIF eligible expenses, as allowed by the Community Redevelopment Law, for acquisition, demolition, site preparation, public improvements, architectural and engineering fees and any public improvements, as required, for a project with total projected valuation of $4,000,000 for real estate tax purposes; and,

WHEREAS, this Agreement is a redevelopment agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by such development.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement. 1.1"Base Year Valuation" shall mean the year prior to the calendar year

1.1 "Base Year Valuation" shall mean the year prior to the calendar year that the division of the property tax levied on the Redevelopment Site is to become effective. It is established by the Notice to Divide Tax for Community Redevelopment Project ("Notice to Divide") form prepared by the City of Bellevue, which establishes the valuation for the base amount and the calendar year that division of real property tax levied is to become effective. For purposes of this Agreement, the parties agree the Base Year and associated Base Year Valuation shall be established on January 1, 2024.

1.2 "City" shall mean the City of Bellevue, Nebraska, a Municipal Corporation of the metropolitan class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law.

1.3 "Community Redevelopment Law shall mean the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et. seq.), as

supplemented by and including Sections 18-2147 to 18-2157, Reissue Revised Statues of Nebraska, 1943, as amended.

1.4 "Director" shall mean the Director of the City of Bellevue Planning Department.

1.5 "Division Date" shall mean the agreed upon date after which any ad valorem real estate taxes levied upon the Redevelopment Site shall be divided by the Sarpy County Assessor pursuant to the Community Redevelopment Law and the Notice to Divide. For purposes of this Agreement, the parties agree the Division Date shall be January 1, 2025.

1.6 "Excess ad valorem Taxes" shall mean any ad valorem real estate tax levied upon and generated by the real property in the Redevelopment Site after the Division Date (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively "public bodies") in excess of any ad valorem real estate tax generated by the levy on the Base Year Valuation.

1.7 "Owner" shall mean Bapaji Maharaj, LLC.

1.8 "Redevelopment Project" shall mean the 1110 Fort Crook Road Redevelopment Project located on 1110 Fort Crook Road, Bellevue, Sarpy County, Nebraska (the "Redevelopment Plan"), which Redevelopment Plan proposes the rehabilitation and redevelopment of the existing dilapidated Roadway Inn and associated improvements as shown on the renderings and floor plans attached hereto as Exhibit "A" and incorporated herein.

1.9 "Redevelopment Promissory Note" or "Note" shall mean any obligation issued by the City in the form of Exhibit "B" attached hereto and incorporated herein by reference, which shall be in the principal amount set forth in such Exhibit ("Redevelopment Loan Proceeds") and which shall be repaid from and secured by the Excess ad valorem Taxes generated by the real property within the Redevelopment Site.

1.10 "Redevelopment Plan" shall mean the Redevelopment Plan for the 1110 Fort Crook Road Redevelopment Project approved by the City Council of the City of Bellevue on December 19, 2023, by Resolution No. 2023-35.

1.11 "Redevelopment Site" shall mean the real property legally described on Exhibit "C", attached hereto and incorporated herein, and all adjacent public right-of-ways.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

2.1 execute and deliver to the Owner at closing the Redevelopment Promissory Note in substantially the same form as that which is attached hereto as Exhibit "B".

2.2 grant Redevelopment Loan Proceeds for TIF eligible expenses, including any public improvements, to the Owner in an amount not to exceed $350,000, plus accrued interest at the rate of 8.00% per annum, which Redevelopment Loan Proceeds shall be considered advanced and the resulting grant made upon submission of evidence to the City of Bellevue that the Owner has expended funds to pay eligible costs from time to time.

2.3 establish a special fund, as required under Section 18-2147(b) of the Nebraska Revised Statutes, for the Excess ad valorem Taxes, if any, generated by the Redevelopment Project and the Redevelopment Site, which shall be allocated to and, when collected, paid into this special fund, and shall be used for no other purpose than to pay debt retirement principal and interest as required by the Redevelopment Promissory Note. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.

2.4 ensure that prior to expenditure or disbursement of Redevelopment Loan Proceeds, the following shall be obtained, to wit:

2.4.1 Owner shall provide the Director with evidence, acceptable to the Director, in their sole discretion, that sufficient private funds have been committed to complete the Redevelopment Project.

2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as a co-obligee.

2.5 make payments, as required by this Redevelopment Agreement and the Redevelopment Promissory Note, of the Excess ad valorem Taxes held in the special fund called for in Section 2.3 above. All Excess ad valorem Taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the Division Date. Under no circumstance shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e. thirty (30) semi-annual installments) after the Division Date or after such time as the Redevelopment Promissory Note has been paid in full.

The City and the Owner acknowledge and agree that the Owner shall receive the benefit of the Redevelopment Loan Proceeds, as limited to eligible expenses allowed by the Community Redevelopment Law, with the understanding that the Excess ad valorem Taxes and resulting Redevelopment Loan Proceeds may not be available for each and every installment or may not be sufficient to fully amortize the Redevelopment Promissory Note issued by the City.

2.6 grant the Redevelopment Loan proceeds to the Owner from time to time upon submission of evidence to the City of Bellevue that the Owner has expended funds to pay costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, the actual amount of eligible costs set forth on Exhibit "D", attached hereto, within the Redevelopment Area. Expenses identified on Exhibit "D" are a reasonably accurate estimate of the eligible expenses for the Redevelopment Project.

2.7 Execute such documents as may be reasonably necessary to effectuate the City's obligations under this Agreement.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

3.1 complete the Redevelopment Project on or before December 31, 2024. In the event the Redevelopment Project cannot be completed on or before December 31, 2024, the owner may submit a request, in writing, or an extension of the completion date. The request must be submitted no less than three (3) months prior to the completion date set forth herein. The request may be acknowledged and approved by the Planning Director.

3.2 cause all real estate taxes and assessments levied on the Redevelopment Site and Redevelopment Project to be paid prior to the time such become delinquent.

3.3 loan redevelopment funds to the City in the principal amount of $350,000, plus accrued interest, as set forth in Section 2.2, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than sixty (60) days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the Redevelopment Loan Proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the Redevelopment Loan Proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan Proceeds.

3.3.1 Such loan funds shall be disbursed as provided in Section 2.

3.3.2 Such loan shall bear an 8.00% interest rate.

3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3 to collect and hold Excess ad valorem Taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, as they become collected in such fund and available to the City for such use. The Redevelopment Loan Proceeds shall be considered advanced under the terms of the Redevelopment Promissory Note from time to time upon submission of evidence to the City of expenditure by the Owner on eligible costs, and approval by the City of such costs.

3.4 provide the City with quarterly progress reports during the construction of the Redevelopment Project and allow the City reasonable access, upon written request to Owner, to any relevant financial records pertaining to the Redevelopment Project.

3.5 retain copies of all supporting documents (as defined under Section 18-2119(4) of the Nebraska Revised Statutes) that are received or generated by the Owner in relation to

the Redevelopment Project or Redevelopment Plan, until the expiration of three (3) years following the end of the last fiscal year in which Excess ad valorem Taxes are divided in relation to the Redevelopment Project and provide such copies to the City upon written request of the Director.

3.6 during the period that the Redevelopment Promissory Note is outstanding:

3.6.1 not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as the Base Year or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of the Base Year plus $1,820,776 (excess valuation) or less after substantial completion or occupancy of the Redevelopment Project. **The covenant agreed to herein is for the benefit of, and binding upon, both the City and the Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed to herein is not binding on the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note;**

3.6.2 not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes, not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes; if the county and/or state award the exemption of real estate taxes, this Redevelopment Agreement and its associated Redevelopment Promissory Note will be rendered void and cancelled;

3.6.3 not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying real property encompassed within the Redevelopment Site;

3.6.4 maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site;

3.6.5 in the event of casualty, apply such insurance proceeds to the reconstruction of the Redevelopment Project, to the extent permitted by the Owner's mortgage lender, and

3.6.6 cause all real estate taxes and assessments levied on the Redevelopment Site to be paid prior to the time such become delinquent. The Owner acknowledges and agrees that any portion of the Excess ad valorem Taxes levied in the fifteenth (15^{th}) year under this Redevelopment Agreement that become delinquent shall be forfeited and returned to the appropriate public bodies or taxing jurisdictions.

In the event the Owner violates or breaches any of the agreements, representations or covenants in this section, the Owner may be required by the City to surrender any remaining amount outstanding of the Redevelopment

Promissory Note, after reasonable notice and opportunity to cure. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded by the Owner with the Sarpy County, Nebraska Register of Deeds within sixty (60) days of the execution of this Redevelopment Agreement. A copy of the Notice of Redevelopment Agreement shall be delivered to the City within one (1) week of recording. The Owner shall include the same covenants and restrictions agreed to above in any conveyance of the Redevelopment Site, or any portion thereof, including but not limited to, any sale, assignment, sale-leaseback or other such transfer of the property, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns the Redevelopment Site.

3.7 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.

3.8 acquiesce to any and all requests deemed necessary by the City related to compliance with the applicable Nebraska Revised Statutes.

3.9 provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractor or contractors will satisfy this requirement.

3.10 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council of the City of Bellevue on December 19, 2023, by Resolution No. 2023-35 in coordination with the Owner's development team, the City of Bellevue Planning Department, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.

3.11 inform the City, in writing, of any conveyance of the entire Redevelopment Project or Redevelopment Site, which shall include the name and address of the purchaser and contact information for the purchaser's authorized representative.

SECTION 4. PROVISIONS OF THE AGREEMENT

4.1 Non-discrimination. The Owner shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

4.3 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and

applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

4.4 Interest to the City. No elected official or any officer or employee of the City of Bellevue shall have a financial interest, direct or indirect, in any City of Bellevue Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the Agreement voidable by the Mayor or Council.

4.5 Merger. This Agreement shall not be merged into any other oral or written Agreement, lease or deed of any type.

4.6 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Community Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

(1) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;

(2) Those that require the expenditure of $17,500 or more of City funds above the levels contained in this Agreement;

(3) Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and

(4) Those otherwise considered major or material in the reasonable discretion of the City.

4.7 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

4.8 Assignment. The Owner may not assign its rights under this Agreement without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.

4.9 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or

change shall be made except upon written direction from authorized representatives of the parties.

4.10 Binding Effect. This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "C', attached hereto, to the benefit of the City of Bellevue.

4.11 Force Majeure. As related only to the project completion date set in Section 3.1 of this Agreement, neither the City nor the Owner shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; diseases; pandemics; quarantines; epidemics; acts of government; a state of emergency; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss of malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that in the event of a failure or delay, the affected party shall provide the other party notice of such delay as soon as reasonably practicable following its discovery, and each party shall use its best efforts to mitigate the effects of any such failure or delay.

4.12 Counterparts. This Agreement may be executed in counterparts, each to be determined as part of the original.

SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

(1) City of Bellevue:

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

City Attorney
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

(2) Owner:

Ketan Chaudhari
2427 N 187th Ave.
Elkhorn, NE 68022
kenchad@yahoo.com

Legal Counsel to Owner:

Andrew R. Willis
233 S 13th St.
Lincoln, NE 68503
awillis@clinewilliams.com

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this __ day of _____ 2024.

CITY:

ATTEST:

CITY OF BELLEVUE, NEBRASKA:

_____

CITY CLERK OF THE CITY OF BELLEVUE

_____

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Executed this _____ day of_____, 2024.

OWNER:

Bapaji Maharaj, LLC, a Nebraska limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2024 by _____, _____ of Bapaji Maharaj, LLC, a Nebraska limited liability company, on behalf of the company.

_____
Notary Public

EXIHIBIT "A"
The Plans

Exterior:



Exhibit "A"

Interior Room Layout Example:

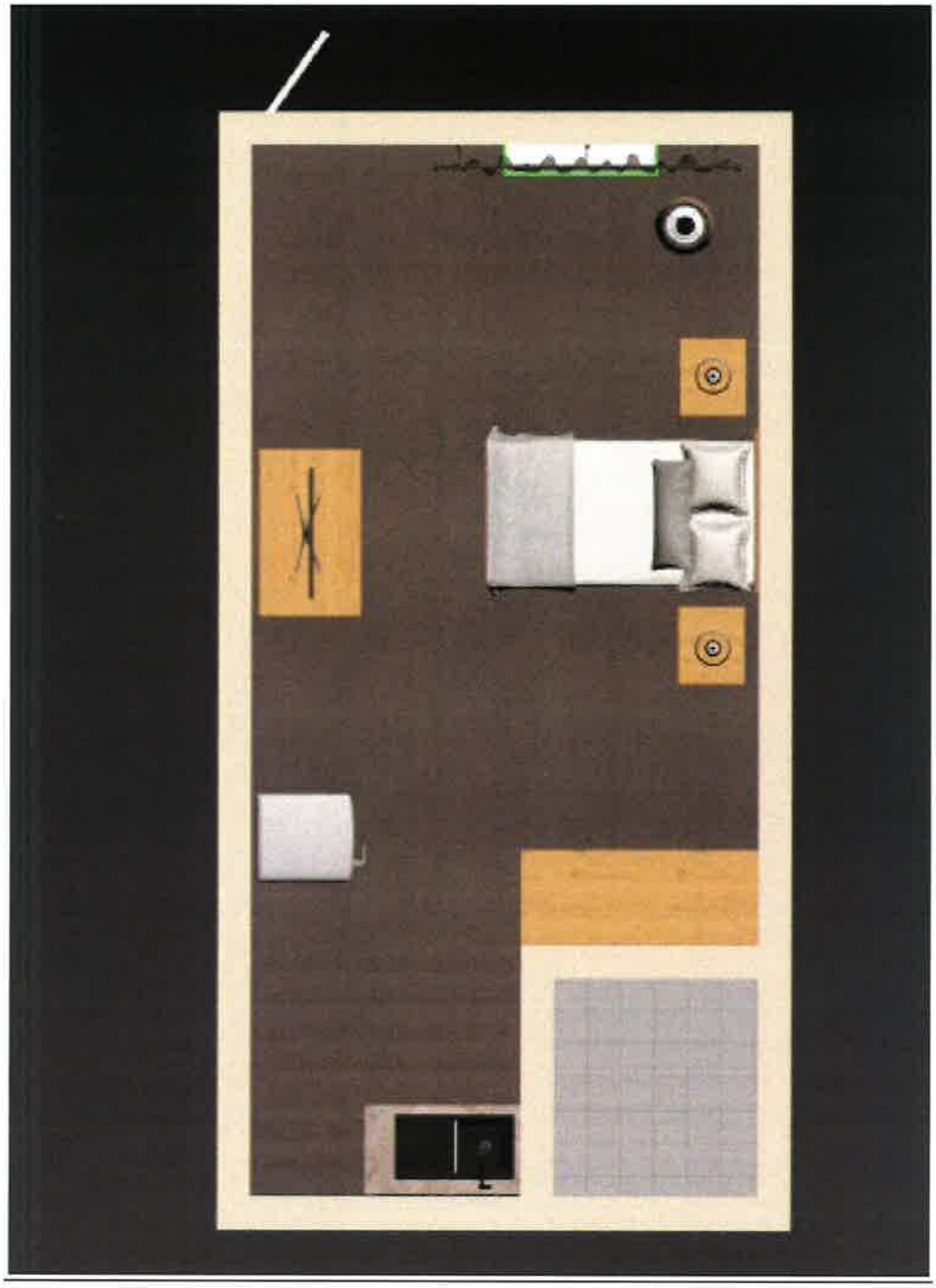


Exhibit "A"

Interior Room Renderings:





Exhibit "A"

EXHIBIT "B"

THIS NOTE HAS NOT BEEN REGISTERED UNDER SECURITIES ACT OF 1933 (THE "'33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF BELLEVUE PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF BELLEVUE TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

$350,000.00 February 6, 2024

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Bapaji Maharaj, LLC, whose address is 2427 N. 187th Ave., Elkhorn, NE 68022, and/or its assigns ("Holder"), the principal sum of Three Hundred Fifty Thousand and No/100 Dollars ($350,000.00), together with interest thereon at the rate of eight percent (8.00%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated February 6, 2024, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.0%) above the national prime rate as published by the Wallstreet Journal; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

The real estate taxes shall be divided and the tax increment from the Project Site shall be used to pay this Note for a period of fifteen (15) years. In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing on October 1, 2040, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, on October 1, 2040, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in the Redevelopment Agreement.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

This Redevelopment Promissory Note shall not be a debt of the City and the City shall not be liable on the bonds or obligations herein, except to the extent authorized by sections 18-2147 to 18-2150 of the Nebraska Revised Statutes, nor in any event shall such bonds or obligations be payable out of any funds or properties other than those of said authority acquired for the purposes of the Community Development Law, except to the extent authorized by sections 18-2147 to 18-2150 of the Nebraska Revised Statutes.

CITY OF BELLEVUE, NEBRASKA, a municipal corporation

By: _____
Mayor of the City of Bellevue

ATTEST:

_____
City Clerk of the City of Bellevue

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "C"
REDEVELOPMENT SITE

Those portion of Lot 1, in TWIN RIDGE II, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska, known as Tax Lot 1B2B1, more particularly described as follows:

Beginning at the Southeast corner of Tax Lot 1B2B2 on the Westerly right-of-way line on frontage road lying on the West side of Highway 73-75; thence Southerly, on the Westerly right-of-way line of said frontage road, a distance of 155.94 feet, more or less, to the Southeast corner of Tax Lot 1B2B1; thence Westerly, along the South line of Tax Lot 1B2B1, a distance of 365.32 feet, more or less, to the Southwest corner thereof; thence Northerly, along the West line of Tax Lot 1B2B1, a distance of 155.90 feet, more or less, to its point of intersection with the South line of Tax Lot 1B2B2, projected Westward; thence Easterly, on the South line of Tax Lot 1B2B2, and said line projected Westward, a distance of 366.99 feet, more or less, to the Point of Beginning;

Together with that part of said Lot 1 more particularly described as follows:

Beginning at the Southwest corner of Tax Lot 1B2B2; thence Westerly, on the South line of Tax Lot 1B2B2, projected West, a distance of 150.09 feet, more or less, to the West line of Tax Lot 1B2B1; thence Northerly, on said West line, a distance of 136.91 feet, to the South right-of-way line of Lloyd Street; thence Easterly, on said right-of-way line, a distance of 150.03 feet, more or less, to the Northwest corner of Tax Lot 1B2B2; thence Southerly, along the West line of Tax Lot 1B2B2, a distance of 136.91 feet, to the Point of Beginning;

And,

That part of Lot 1, in TWIN RIDGE II, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska, known as Tax Lots 1B1B and 1B2A2, more particularly described as follows:

Beginning at the Northeastern most corner of Tax Lot 1B2A, said point being on the South right-of-way line of Lloyd Street a distance of 510.42 feet, more or less, West of the center line of Highway 73-75; thence Southerly, along the East side of said Tax Lot 1B2A, a distance of 293 feet, more or less, to the Southwest corner of Tax Lot 1B2B1; thence Westerly, on the Southerly line of Tax Lot 1B2B1, projected Westward, a distance of 256.55 feet, more or less, to its point of intersection with the Westerly line of Tax Lot 1B1; thence Northerly, on said Westerly line a distance of 293 feet, more or less, to the Southerly right-of-way line of Lloyd Street; thence Easterly, on said Southerly right-of-way line, a distance of 256.55 feet, more or less, to the Point of Beginning.

EXHIBIT "D"
TIF ELIGIBLE EXPENSES

SUMMARY OF ESTIMATED TIF ELIGIBLE EXPENSES

Description		Cost
Land		$2,225,000
Infrastructure Improvements		$200,000
legal		$25,000
	Total	**$2,450,000**
	Requesting	**$350,000**

4857-7064-3098, v. 2

16I.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/30/2024	SUBMITTED BY:	Capt. Tim Melvin			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Lease Agreement with Woodhouse Jeep

SYNPOSIS/BACKGROUND:

Detective Jordan Spencer is on the United States Postal Service Inspection Service as a Task Force Operator. The USPIS will reimburse the City of Bellevue $709.00 a month for leasing a 2024 Jeep Grand Cherokee to use for 36 months. The agreement needs to be signed with Woodhouse to take possession of the vehicle.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Woodhouse	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Lease Agreement				
CONTRACT EFFECTIVE DATE:	02/01/2024	CONTRACT TERM:	33 months	CONTRACT END DATE:	02/01/2027
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:

Sign lease agreement

ATTACHMENTS:

1. Lease Agreement with Woodhouse	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

WOODHOUSE
woodhouse.com

COUNTY: sarpy		DATE (MONTH/DAY/YEAR): 01/23/2024
PURCHASER'S NAME: City of Bellevue		
STREET ADDRESS: 1510 Wall St Unit 100		
CITY: Bellevue	STATE: NE	ZIP: 68005
RES. PHONE: (531) 301-7327	CELL PHONE: (531) 301-7327	BUS. PHONE: (531) 301-7327
E-MAIL: nicholas.greiner@bellevue.net		

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW ☑ USED ☐ YEAR: 2024 MAKE: Jeep MODEL: Grand Cherokee

SALES REP | SALES REP

FINANCE MANAGER: Eddie Ponce

BODY: Sport Utility COLOR: Baltic Gray Met MILES: 5

V.I.N: 1C4RJHAGXRC700862 STOCK NO.: BC240124

THIS PURCHASE DOES INCLUDE PRODUCTS SUCH AS EXTENDED WARRANTY OR ACCESSORIES THAT ARE NOT REPRESENTED OR WARRANTED BY THE MANUFACTURER. THESE PRODUCTS ARE REPRESENTED AND WARRANTED BY THEIR OWN COMPANIES.

CUSTOMER INITIALS

PAYOFF VERIFICATION STATEMENT

THE PAYOFF ON THE TRADE-IN VEHICLE IS ESTIMATED UPON PAYMENT VERIFICATION THE CUSTOMER WILL BE RESPONSIBLE FOR ANY AMOUNT ABOVE AND BEYOND: $

CUSTOMER INITIALS CUSTOMER INITIALS

NATIONAL CALL YES ☐ NO ☐

I/WE GIVE PERMISSION FOR A POTENTIAL BUYER OF THE TRADE VEHICLE(S) TO CONTACT ME/US:

Signed

THE PURCHASE AGREEMENT MAY BE CONDITIONED UPON ACCEPTANCE OR APPROVAL BY A 3RD PARTY FINANCIAL INSTITUTION. IF APPROVAL IS NOT OBTAINED FROM SAID INSTITUTION, THIS AGREEMENT AND RELATED DOCUMENTS ARE NULL AND VOID.

CUSTOMER INITIALS

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPERATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED"

AS IS

THIS USED MOTOR VEHICLE IS SOLD AS IS **WITHOUT** ANY **WARRANTY** EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE **ENTIRE EXPENSE** OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER'S SIGNATURE:

I GUARANTEE THAT THE TITLE OF MY TRADE VEHICLE(S) IS NOT A SALVAGE TITLE AND THE VEHICLE NEVER HAS HAD A SALVAGE TITLE. I FURTHER STATE THAT ALL EMISSIONS EQUIPMENT AND ALL ORIGINAL SAFETY RESTRAINT EQUIPMENT INCLUDING BUT NOT LIMITED TO THE SAFETY BELTS OR AIR B DIFFERENCE IN VALUE HAD THE TITLE NOT BEEN SALVAGE.

CASH PRICE OF VEHICLE	$
39 month lease, 20k miles/year	
709/month	
1st payment and Doc DAS	
DOCUMENTARY FEE - See reverse #9	$ 299.00
STATE AND LOCAL TAXES	$
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE	$

USED VEHICLE TRADE-IN #1

YR	MAKE	MDL
ENG	TRANS	BODY
MILES	COLOR	
V.I.N		
BALANCE OWED TO		R ☐ L ☐

USED VEHICLE TRADE-IN #2

YR	MAKE	MDL
ENG	TRANS	BODY
MILES	COLOR	
V.I.N		
BALANCE OWED TO		R ☐ L ☐

TRADE-IN ALLOWANCE

USED TRADE-IN ALLOWANCE	$0.00
BALANCE OWED OR TRADE-IN	$0.00
ALLOWANCE OR TRADE-IN (Applied Below)*	$0.00

DOWN PAYMENT ALLOWANCE

DOWN PAYMENT	
and/or $ rebates	
and/or $ rebates	
and/or $ rebates	
***ALLOWANCE ON TRADE-IN** (See Above for Delails)	$0.00

TOTAL DOWN PAYMENT ALLOWANCE	$ $0.00
UNPAID CASH BALANCE DUE ON DELIVERY	$

The front and back of this order compromise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered info, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of copy of this order.

BUYER'S SIGNATURE:

PURCHASER'S SIGNATURE CO-BUYER 01/23/2024 DATE ACCEPTED BY: DEALER OR AUTHORIZED REPRESENTATIVE

WH NE07.29.20

NEBRASKA

16m.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/06/2024			SUBMITTED BY: Administration		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Approval of Memorandum of Understanding (MOU) with the International Association of Firefighters Local 4906 (IAFF)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the IAFF required a revision to corect departmental paramedic shortages. In order to ensure safe and efficient operations for medic services in the City, mid-contract negotiations were held to achieve a new agreement on wages for the remaining period of the collective bargaining agreement dated June 5, 2022 through September 30, 2025. The MOU reflecting the results of negotiations is attached for review and approval of the same.

FISCAL IMPACT:: 130,000 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: MOU between the City and IAFF

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE: 09/30/2025

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Memorandum of Understanding with the IAFF for the term February 6, 2024 through September 30, 2025.

ATTACHMENTS:

1. MOU with IAFF
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska ("City") and the International Association of Firefighters Local 4906 ("IAFF Local 4906") are parties to a collective bargaining agreement effective June 5, 2022 to September 30, 2025 ("Agreement").

The City and the IAFF Local 4906 (collectively, the "parties") have entered into mid-contract negotiations to address an identified area of the Agreement that requires revision to correct departmental paramedic shortages. These negotiations were held to ensure the safe and efficient operations of the Bellevue Fire Department's emergency services medical response function. The parties agree that the current Agreement should provide competitive pay and benefits, comparable with the current market, and therefore, enter into the following Memorandum of Understanding ("MOU").

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

2. An additional hourly rate of $4.00 per hour will be paid to each employee for time actually worked as a "Med Officer" serving on a Medical Unit. This "in the seat" pay will only be paid to bargaining unit members for hours they are working as a Medical Officer on a Medical Unit. This additional rate will be paid in addition to wages provided for in Article 22 of the CBA so that $4.00 will be paid separately from, and not added to, the employee's regular rate of pay as established by the pay scales in the CBA and will not be subject to conversion, overtime or FLSA calculations.

3. An additional hourly rate of $1.00 per hour will be paid to each employee for time actually worked as a Paramedic Shift Supervisor or Acting Paramedic Shift Supervisor. This additional rate will be paid in addition to wages provided for in Article 22 of the CBA so that $1.00 will be paid separately from, and not added to, the employee's regular rate of pay as established by the pay scales in the CBA and will not be subject to conversion, overtime or FLSA calculations.

4. For every 40.44 actual hours worked as the "Med Officer" on a Medical Unit, each eligible bargaining unit member will earn and be credited with 1 hour of personal leave time, up to a total of 72 hours maximum of personal leave time. Such personal leave time can be used by the employee who has earned the same upon approval by the Fire Chief or his/her designee on the condition that minimum staffing will not be adversely affected so that a call back, or overtime cost, will not be incurred by the Department in order to fill a vacancy created by the absence of the employee taking personal leave. Requests for leave will be approved when the employee has earned time and staffing at the time of the request is above minimum staffing levels.

5. The 72 hours of personal leave that is earned pursuant to this MOU will be able to be carried over from one calendar year to the next but once an employee has earned and been credited with 72 hours of personal leave for hours worked as "Med Officer" on a Medical Unit, the employee will not be eligible to earn any additional hours under this provision

until the employee's personal leave bank falls below 72 hours.

6. The 72 hours of personal leave that are eligible to be earned and bank by virtue of this MOU will not be subject to any cash out or buy back, even in the event of separation of employment for any reason.

7. All other terms and conditions of the CBA will remain in effect and are not modified by the terms of this MOU.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

City of Bellevue, Nebraska

By: _____
Mayor Rusty Hike

International Association of Firefighters Local 4906

By: _____
Don Gifford, President

Approved by the Bellevue City Council on this ____ day of _____, 2024.

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

16n.
2/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 6, 2024			SUBMITTED BY: Harrison Johnson		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Interlocal Agreement with Eastern Sarpy County Suburban Fire Protection District

SYNOPSIS/BACKGROUND:

This Interlocal Agreement with Eastern Sarpy County Suburban Fire Protection District ("District") creates a committee to discuss the construction and development of infrastructure projects, including a swimming pool and water park facilities, which is expected to impact development in the boundaries of the City and the District.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Eastern Sarpy County Suburban Fire Protection Dist INTERLOCAL AGREEMENT: YES

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: March 1, 2024 CONTRACT TERM: 10 years CONTRACT END DATE: March 1, 2034

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

1. Ord 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

AN INTERLOCAL COOPERATION AGREEMENT BETWEEN

THE CITY OF BELLEVUE

AND

EASTERN SARPY COUNTY SUBURBAN FIRE PROTECTION DISTRICT

This agreement is made and entered into upon execution hereof by and between the City of Bellevue, Nebraska (the "City"), and the Eastern Sarpy County Suburban Fire Protection District (the "District"), both political subdivisions of the State of Nebraska.

WHEREAS, the State of Nebraska legislature, under Section 13-801 et. Seq, the Interlocal Cooperation Act, allows interlocal agreements between governmental entities; and,

WHEREAS, the City is pursuing the construction and development of certain infrastructure, including recreational facilities, which is expected to have a substantial impact on development in the boundaries of the City and the District and is expected to result in additional fire protection and other emergency service needs;

NOW THEREFORE, in consideration of the mutual promises and benefits to accrue to both Parties hereto, the City and District agree as follows:

1. The City agrees that it shall construct infrastructure improvements, which may include recreational facilities, for use by the community of Bellevue, which are expected to include a swimming pool and water park facilities (the "Project"), to the extent sales tax revenues and other funds are available for such purposes as described in Section 4 below.

2. The City and the District agree to hold meetings each year, prior to the September 30th fiscal year end of the City. The City Council and the District shall appoint official representatives to attend such meetings to discuss the impact the Project and related development has had and is expected to have on fire protection and other emergency services within the Cit and the District, which will consist of no more than three representatives appointed by the City Council and two representatives appointed by the Board of the District. Such official representatives need not be elected members of either the City or District. Other individuals from the District and City and the community may also attend such meetings, but the official representatives will be the only participants with the authority described in Section 3 of this agreement.

3. The official representatives appointed by the City and the District to attend the annual meeting shall constitute the "The Bellevue Community Recreation Facilities Public Safety Committee". The Committee (a) shall evaluate and discuss the prior year's development results related to the Project and the expected fire protection and public safety services needed for the following year related to the Project and other development in the vicinity of the Project, (b) shall discuss the status and functionality of the emergency services infrastructure in the vicinity of the Project and any other recreation facilities of the City which may affect emergency services of the District and the City, (c) shall review and provide input and advice with respect to any additional infrastructure needs related to fire protection and other emergency services related to the Project and development in the vicinity of the Project, and (d) for purposes of Neb. Rev. Stat. Section 77-27,142(3), shall be a separate administrative entity relating to a public infrastructure project, as defined in Neb. Rev. Stat. Section 77-27,142(2) and including without limitation the unified governance of fire protection and emergency service infrastructure related to the Project and other recreation facilities of the City. Said Committee shall be created and come into existence effective March 1, 2024. Such committee shall be responsible for evaluating and making recommendations

for long term development of unified governance of said public infrastructure with respect to the City and District, and at least every five years after this Agreement is entered into such Committee shall review performance of said public infrastructure, including without limitation capital and operating costs, effectiveness and efficiencies, with comparable facilities of the City or District, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

4. The City agrees to call an election at the Statewide primary election to be held May 14, 2024, to increase the local sales and use tax rate of the City by one-half of one percent (0.50%) in order to provide partial funding for the Project. The term of this Agreement shall be ten (10) years from its effective date and thereafter from year-to year unless terminated on an anniversary date thereof by at least three (3) years prior written notice given by either Party to the other. Notice to terminate this Agreement can be given by either Party any time after the third (3) year of the original ten (10) year term.

5. Notwithstanding anything herein to the contrary, (a) as between the District and the City, the Project shall be owned and controlled by the City and the City shall bear all operational and maintenance responsibility with respect to the Project; (b) the separate administrative entity created hereunder shall have no authority to issue bonds, and any financing of the Project by the City shall in no way be attributable to the District; (c) the District and City shall agree separately with respect to liability of the District for any use of the Project by the District (if any) from time to time.

6. This agreement may be amended by a majority vote of the elected bodies of the City and the District after the completion of the first year of the agreement. It is expressly understood and agreed by and between the parties hereto that this agreement shall continue in full force and effect until it is amended, replaced, or terminated by a majority vote of the elected City Council of the City and Board of the District.

IN WITNESS WHEREOF, the parties did execute this Agreement as of the ___ day of _____, 2024.

The City of Bellevue, Nebraska

By:_____
Mayor

Attest:

_____
City Clerk

Eastern Sarpy County Suburban Fire Protection District

By:_____
Larry Chandler, Jr., President

Attest:

_____
Secretary, Sarpy County Suburban Fire Protection District Board

CITY OF BELLEVUE
ADMINISTRATION REPORT

17.
2/6/2024

February 2nd, 2024

Administration

- NC3 bi-weekly project meeting.
- Meeting with Bellevue Food Pantry and ENCAP regarding facility.
- Meeting with Mid America Council for community nominations.
- MUD project meeting.
- United Cities Meeting
- Met with Lockwood development team for future plans.
- Inland Port Authority meeting.
- Wastewater Agency meeting.
- Met with Sarpy tourism.
- Loudermill hearing.
- Meeting with Grow Sarpy new Executive Director.

Finance

(See Attached)

Permits

- 701 inspections performed
- 4 new permits for single-family residential dwellings

Planning:

- Conducted a Complete Streets Citizen Advisory Panel Meeting
- Attended a meeting with Sarpy County/HDR regarding the Platteview Road corridor
- Attended a meeting with Sarpy County/FHU regarding the Southeast Sarpy County Road network plan
- Conducted a pre-application meeting for a new carwash
- Conducted a pre-application meeting for a mixed use development.

Code Enforcement

Calls – 514
Notices – 42
Zoning – 1
Clean Ups – 0
Tree Removal – 0
First-Class Notices – 2
Officer Initiated – 116
Towed Vehicles – 3
Red Tags – 45

Police

- 1/11 – Police Chief's Association of Nebraska (Call)
- 1/16 – City Council
- 1/18 – Police Chief's Association of Nebraska (Call)
    - Bellevue Food Pantry donation pick-up
- 1/22 – Sarpy Douglas Law Enforcement Academy Board Meeting – AC Jashinske
- 1/26 – Police Chief's Association of Nebraska (Call)
- 1/29 – United Cities of Sarpy County Law Enforcement Conference Call
- 1/30 – Sergeant Promotional Process Oral Boards
- 1/31 – Lieutenant Promotional Process Oral Boards

Library

- The library has available a limited number of Federal paper tax forms for the public. In recent years, the IRS has reduced the number of forms that libraries can request. Available are the 1040 and 1040-SR forms and instruction booklets. The library can assist the public in getting other forms online through the IRS website. The State of Nebraska has not made paper forms available for a number of years. Library staff can also assist the public in locating free tax aid services.
- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, Jan. 17. Among other items, the Board heard an update on the renovation/addition project at Longo Drive, discussed recent library closings due to severe winter weather events, and were given a review and demonstration of the new Bibliotecha self-check unit.
- The Adult Services Department hosted a seed share program from noon to 3 p.m. on Saturday, January 27. About 177 people attended this annual event. For those who like to garden, this was an excellent opportunity to jump-start their spring garden. Persons did not need to bring seeds in order to take seeds home. There were representatives from the Nebraska Extension Office and the Bellevue Native Plant Society on hand to answer any gardening questions from the public. Everyone was welcome to attend.
- Music & Movement with Sing Omaha resumed for children ages 0 through 5 years starting in January. Heidi Bush from Sing Omaha provides an hour of music, dancing, and play, using voice and special instruments as the participants listen to their favorite songs. Two sessions

are offered each Wednesday morning. This early literacy activity is made possible through a grant from the Nebraska Arts Council.

- Winners were drawn Jan. 9th for the Bellevue Library Foundation raffle, which was held from Nov. 1 through Jan. 8. The raffle featured two bundles: an Xbox gaming bundle and a Family Prize bundle with gift cards and toys. About $1,900 was raised for the Foundation.

- The next distribution of Henry Doorly Zoo & Aquarium passes will be Feb. 1. The passes are available on a first-come, first-served basis to eligible library cardholders, with a limit of one per household. This program is made possible through the Henry Doorly Zoo & Aquarium Library Pass Program.

- The Friends of the Bellevue Public Library funded the purchase of a 4x8 foot sign to announce the Longo Drive location as the site of the new library. The sign, which was designed by library staff and created by SignIt, cost just over $586. The library especially thanks the Parks Department for their assistance in getting the sign installed.

- ***Fire (See Attached)***

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department
Council Report

Report Date 02/01/2024

A. General Items:

- QA/QI
- EMS Committee Meeting 1-29
- Stroke Center meeting Monday 2-5
- Dr. Ernest and I will be doing individual paramedic annual meetings starting next week. We have 3 in February
- New recruit class stared January 16, 2024

B. Training:

- Physician led education continues (started last week for A shift, B shift this week and C next week)
- Map training
- Ladder maintenance and SOP review
- Ice rescue SOP review

C. Inspections:

- Fire sprinkler plan review 15705 Harlan Lewis Rd.
- Remodel plan review 3906 Raynor Parkway Ste. 201.
- Suppression hood plan review Five Guys Burgers 848 Cornhusker Rd. Ste 103.
- Plan review Fort Crook Elementary Heater upgrade 12501 S. 25th St.
- Daycare inspection Lifechangers 3025 Kansas Dr.
- Final building inspection 1501 JF Kenndy.
- Final building inspection 2715 Chandler Rd.
- Remodel plan review 3906 Raynor PKWY Ste. 101.
- Fire sprinkler plan review 5 Guys 848 Cornhusker RD. # 103.

Remodel plan review Woodhouse Auto Dealership 7713 S. 19th Cr.
Remodel plan review Little Cesar 848 Cornhusker Rd. # 102.

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Calls: January 2, 2024 to February 1, 2024

Fire – 170
Rescue - 448

E. Ambulance Billing

December 1-31, 2023

$ 361,865.86 in claims were sent to health insurance companies (410 insurance claims).
<$ 162,839.64 approximate amount we will have to write off due to mandatory adjustments/write-offs (45% of $361,865.86)
==========
$ 199,026.22 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:
$147,176.89 deposited into the bank December 1-31, 2023
23,187.47 additional revenue in Credit/Debit/HSA card payments
==========
$170,364.36 TOTAL December 1-31, 2023 rescue fee revenue

Statement Billing:
199 December 1 – 15, statements were mailed to patients for unpaid account balances
These statements totaled $ 122,205.97
This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.

Mid-December we changed statement printing vendors and do not have figures for the last two weeks of December.

F. Manpower Report Staffing

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 1/1/2024 through 1/7/2024

Monday	AM	E1, T21, T31 & E41	3 Person	
Monday	PM	T21, T31 & E41	3 Person	
Tuesday	AM	E1, T21, T31 & E41	3 Person	
Tuesday	PM	E1, T21, T31	3 Person	
Wednesday	AM	E1, T21, T31 3 Person, E41 Closed		
Wednesday	PM	E1, T21, T31 & E41	3 Person	
Thursday	AM	E1, T31 & E41	3 Person	
Thursday	PM	E1, T21, T31	3 Person	
Friday	AM	E1, T21, T31 & E41	3 Person	
Friday	PM	E41 3 Person, E1 Closed		
Saturday	AM	E1, T21, T31 & E41	3 Person	
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	T31 & E41 3 Person, T21 Closed		
Sunday	PM	T31 & E41 3 Person, T21 Closed		

Staffing Report from 1/8/2024 through 1/14/2024

Monday	AM	E1, T21	3 Person	No Batt. 2
Monday	PM	E1, T21	3 Person	
Tuesday	AM	E1, T21, T31 & E41	3 Person	
Tuesday	PM	E1, T21, T31 & E41	3 Person	
Wednesday	AM	E1	3 Person	
Wednesday	PM	E1	3 Person	
Thursday	AM	E1 3 Person, T31 Closed		
Thursday	PM	E1, T21	3 Person	
Friday	AM	E1, T21, & E41	3 Person	
Friday	PM	E1, T21, T31 & E41	3 Person	
Saturday	AM	E1, T31 3 Person, E41 Closed		No EMS
Saturday	PM	E1, T21, T31 3 Person, E41 Closed		No EMS
Sunday	AM	T31 & E41 3 Person, E1 Closed		
Sunday	PM	T31 & E41 3 Person, E1 Closed		

Staffing Report from 1/15/2024 through 1/21/2024

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Fire Department
211 West 22nd ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3153

Monday	AM	T21, T31 & E41	3 Person	
Monday	PM	T21, T31	3 Person	
Tuesday	AM	E1	3 Person	
Tuesday	PM	E1	3 Person	
Wednesday	AM	T31 & E41	3 Person	
Wednesday	PM	E1, T21, T31 & E41	3 Person	
Thursday	AM	T31, E41 3 Person, T21 Closed		
Thursday	PM	E1, T21, T31	3 Person	
Friday	AM	E1, T21, T31 & E41	3 Person	
Friday	PM	T31 & E41	3 Person	
Saturday	AM	E1, T21 3 Person, T31 Closed		
Saturday	PM	E1, T21, T31	3 Person	
Sunday	AM	E1 & E41	3 Person	
Sunday	PM	E1, T31	3 Person	

Staffing Report from 1/22/2023 through 1/28/2024

Monday	AM	T21 3 Person, E41 Closed		
Monday	PM	E1, T21, T31	3 Person	
Tuesday	AM	E1, T31	3 Person	
Tuesday	PM	E1, T21, T31	3 Person	
Wednesday	AM	E1, T21	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1	3 Person	
Thursday	PM	Full		
Friday	AM	E41 3 Person, E1 Closed		
Friday	PM	E41 3 Person, E1 Closed		
Saturday	AM	E1, T21, T31 & E41	3 Person	
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	E1, T31 & E41	3 Person	
Sunday	PM	E1, T21, T31 & E41	3 Person	

NEBRASKA
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Current Fiscal Year 2023-2024 Financials

The year-to-date ending January 2024 (preliminary) shows an unfavorable variance to this year's budget mostly due to the timing of capital expenditures. We expect to meet the overall budget for the fiscal year 2024. Here is the forecasted performance year-to-date and through the end of the year:

City-Wide Financial Forecast- For the Year Ending September 30, 2024 (Preliminary)

	Year-To-Date January 2024			Full Year	
	Preliminary	Better / (Worse) Than Budget	Better / (Worse) Than Prior Year Actual	FYE 2024 Budget	Better / (Worse) Than Budget
Revenues					
Property Taxes	2,138,257	(1,106,686)	(1,977,860)	37,255,139	(1,106,686)
Sales Taxes	6,005,743	(29,423)	230,589	18,105,500	(29,423)
Occupation/Business Taxes	560,601	(37,410)	(11,453)	1,605,133	(37,410)
Other Revenues	12,719,558	368,651	(97,386)	95,664,320	368,651
Total Revenues	21,424,159	(804,868)	(1,856,110)	152,630,092	(804,868)
Expenditures					
Personnel	13,319,741	40,470	(1,607,783)	44,358,694	40,470
Department Expenditures	6,770,437	3,618,319	(88,892)	28,174,203	3,618,319
Capital Expenditures	3,231,072	(3,231,072)	(662,249)	72,574,000	(1,510,610)
Other Expenditures	3,890,936	(1,343,311)	(1,005,308)	10,523,195	(1,343,311)
Total Expenditures	27,212,186	(915,594)	(3,364,232)	155,630,092	804,868
Net Revenues	(5,788,027)	(1,720,462)	(5,220,342)	(3,000,000)	0

Debt

The city continues to manage its debt. Although the city did have one of the lowest true interest cost of debt, it was able to take advantage of a tender offer that recently concluded. This transaction, along with the pending refinancing of the debt, lowered the city's future debt service payments by over $1 million and created an opportunity to schedule the future debt payments to allow for flexibility and possible improvements in future debt service property tax levies.