

Bellevue City Council Meeting

Monday, November 26, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor David Lydick, Midlands Bible Baptist Church, 2407 Chandler Road East
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of Agenda
 - b. Approval of the Consent Agenda
 1. *Approval of the Minutes from the November 13, 2018, City Council meeting
 2. *Acknowledge receipt of the Minutes from the November 15, 2018, Planning Commission meeting
 3. *Approval of the Claims
 4. *Approval of the Reappointment of June Ethridge to the Bellevue Historical Society (Mayor)
 5. *LB840 Plan Update
6. SPECIAL PRESENTATIONS: None
7. LIQUOR LICENSES:
 - a. Winston's Liquor & Tobacco, LLC, dba "Winston's Liquor & Tobacco" - Application for a Class "D" Liquor License to sell beer, wine and distilled spirits, Off Sale Only, AND for Mari Bell as Manager of the license (City Clerk)
8. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 3924: Amending Sections 5.20 and 5.21 of the Bellevue Zoning Ordinance regarding permitted uses in the BN and BNH zoning districts Applicant: City of Bellevue (Planning Department)
 - b. Ordinance No. 3916: Rezoning Tax Lot 1, except right-of-way, Section 7, T13N, R13E, of the 6th P.M., Sarpy County, from AG to BN for the purpose of a Business Office Applicant: Matt Ricchini Location: 4803 Capehart Road (Planning Director) Held over from the November 13, 2018, meeting
 1. Approval of the Development Agreement
 - c. Ordinance No. 3918: Sale of City Surplus property in Whispering Timbers (City Attorney)
9. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 3919: Rezoning Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BN-PCO and BNH-PCO to BG-PCO for the purpose of Commercial Development Applicant: Charv's Contracting General Location: 1020 Lincoln Road (Planning Director)
10. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 3921: Amending Article VII of Chapter 28 of the Bellevue Municipal Code regarding the City of Bellevue Complete

Streets Policy (Planning Director)

b. Ordinance No. 3922: Rezoning Lot 1, Milt's Addition, from RS-72 to BGH for the purpose of a Self-Storage Facility Applicant: 2715 LLC
General Location: West Chandler Road and Cedar Island Road (Planning Director)

c. Ordinance No. 3923: Amending Article 7, Sign Regulations, of the Bellevue Zoning Ordinance regarding Digital Signs Applicant: City of Bellevue (Planning Director)

11. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

12. RESOLUTIONS: None

13. CURRENT BUSINESS:

a. Approval of and Authorization for the Mayor to Sign Task Order 2018-01, Scope of Services and Fees, for Professional Services for Sanitary Sewer and Street Improvements Right-of-Way Negotiation for the Bellevue Go-Ready Project in an amount not to exceed \$16,000 (Public Works Director)

b. Approval of and Authorization for the Mayor to Sign an agreement & E-Verify between HGM Associates, Inc., and the City of Bellevue for Bridge Inspections in an amount not to exceed \$16,200 (Public Works Director/Manager of Engineering Services)

c. Approving the Purchase of 12 new Digital Recording Systems for the Police Department Interview Rooms from Intelligent Video Solutions in the amount of \$75,147 (Police Chief)

d. Approval to Purchase one new Breathing Air Compressor from Feld Fire in the amount of \$36,700 to replace the old one at the Fire Training Site (Fire Chief)

e. *Approve the Appointment of Kathy Kimball to the Civil Service Commission to fill an unexpired term until May 2022 (City Administrator)

14. ADMINISTRATION REPORTS:

15. PUBLIC REQUESTS TO BE HEARD:

16. CLOSED SESSION:

a. Federal Litigation Update -- Along with the Mayor & City Council, the following are asked to participate: City Administrator Joe Mangiamelli, City Attorney Patrick Sullivan, Molly Miller, Travis Jacott, Police Chief Mark Elbert, Capt. Dave Stukenholtz, and Capt. Tim Melvin

17. ADJOURNMENT

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10. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 3921: Amending Article VII of Chapter 28 of the Bellevue Municipal Code regarding the City of Bellevue Complete Streets Policy (Planning Director)
 - b. Ordinance No. 3922: Rezoning Lots 1, Milt's Addition, from RS-72 to BGH for the purpose of a Self-Storage Facility Applicant: 2715 LLC General Location: West Chandler Road and Cedar Island Road (Planning Director)
 - c. Ordinance No. 3923: Amending Article 7, Sign Regulations, of the Bellevue Zoning Ordinance regarding Digital Signs Applicant: City of Bellevue (Planning Director)
 - d. Ordinance No. 3924: Amending Sections 5.20 and 5.21 of the Bellevue Zoning Ordinance regarding permitted uses in the BN and BNH zoning districts Applicant: City of Bellevue (Planning Department)
11. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Public Hearing on the Event License Application of Daniel Velasquez for a Classic Car Show to be held in the Sigler Field parking lot of Haworth Park on June 23, 2019, from 6:00 a.m. to 4:00 p.m. (City Clerk)
12. RESOLUTIONS: None
13. CURRENT BUSINESS:
 - a. Approval of and Authorization for the Mayor to Sign Task Order 2018-01, Scope of Services and Fees, for Professional Services for Sanitary Sewer and Street Improvements Right-of-Way Negotiation for the Bellevue Go-Ready Project in an amount not to exceed \$16,000 (Public Works Director)
 - b. Approval of and Authorization for the Mayor to Sign an agreement & E-Verify between HGM Associates, Inc., and the City of Bellevue for Bridge Inspections in an amount not to exceed \$16,200 (Public Works Director/Manager of Engineering Services)
 - c. Approving the Purchase of 12 new Digital Recording Systems for the Police Department Interview Rooms from Intelligent Video Solutions in the amount of \$75,147 (Police Chief)
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14. ADMINISTRATION REPORTS:
15. PUBLIC REQUESTS TO BE HEARD:
16. CLOSED SESSION:
 - a. Federal Litigation Update -- *Along with the Mayor & City Council, the following are asked to participate: City Administrator Joe Mangiamelli, City Attorney Patrick Sullivan, Molly Miller, Travis Jacott, Police Chief Mark Elbert, Capt. Dave Stukenholtz, and Capt. Tim Melvin*
17. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, November 13, 2018, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rita Sanders at the Bellevue City Hall on the 13th day of November, 2018, at 6:00 p.m. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry.

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

Pledge of Allegiance

Mayor Sanders led the Pledge of Allegiance.

Open Meetings Act

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

Approval of the Agenda

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

Approval of the Consent Agenda

Mr. Shannon requested Item 5b.6, approving the appointment of Sue Cutsforth to the Planning Commission for a three-year term ending in August 2021, be removed from the Consent Agenda. City Administrator Joe Mangiamelli advised this would be handled under Current Business as Item 13c.

Motion was made by Preister, seconded by Burns, to approve the consent agenda as amended which included the following: approving the Minutes from the October 22, 2018, Board of Equalization Meeting and the October 22, 2018, City Council Meeting; acknowledging receipt of the October 25, 2018, Minutes from the Planning Commission; approving the Claims; approving the Hunting Waiver Applications; approving the cancellation of the December 24, 2018, City Council Meeting and authorizing staff to pay bills that cannot be held over until the January 14, 2019, City Council Meeting; approving the request from Advanced Gaming Technology (Bellevue Keno operator) to change the keno method of "Live Ball Draw" to "Random Number Generator Selection" in emergency situations; and approving the renewal of the 2019 Maintenance Agreement No. 5 and Certificate of Compliance between the City of Bellevue and the Nebraska Department of Transportation and authorizing the Mayor to sign. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

SPECIAL PRESENTATIONS:

Presentation of the Jewel of Bellevue to Green Bellevue

Mayor Sanders presented the Jewel of Bellevue to Council Member Preister and various members of Green Bellevue in recognition of all their efforts in Bellevue over the past eight-plus years.

Third Quarter Update - Sarpy County Economic Development Corporation (SCEDC)

Mr. Josh Charvat with the Sarpy County Economic Development Corporation gave the third quarter update.

Community Solar Presentation

Mr. Cliff Mesner with the Mesner Development Co. gave a presentation on Community Solar projects and how it could benefit the City and our residents.

Presentation and Request for Approval of the Annual Renewal of the City Employee Medical, Dental, Vision, Life, and Disability Insurance for 2019

Mr. Mike Williams with Williams Deras presented on the annual renewal of the City Employee Medical, Dental, Vision, Life, and Disability Insurance for 2019. There were no increases this year.

Motion was made by Shannon, seconded by Moudry, to layover approving the renewal until documentation could be provided. Roll call vote on the motion was as follows: Shannon and Moudry voted yes; voting no: Hansen, Cook, Preister, and Burns. Motion failed.

Motion was made by Preister, seconded by Cook, to approve the renewal of City employee insurance for 2019. Roll call vote on the motion was as follows: Hansen, Cook, Preister, Burns, and Moudry voted yes; voting no: Shannon. Motion carried.

LIQUOR LICENSES:

Manager Application: Larry J. Reed as Manager of the Class "C" Liquor License held by Industrial Social Hall Inc., dba "Knights of Columbus Hall," at 205 Industrial Drive

The Manager Application of Larry J. Reed as Manager of the Class "C" Liquor License held by Industrial Social Hall Inc., dba "Knights of Columbus Hall," at 205 Industrial Drive, was presented to the Council for consideration. Mr. Larry Reed was present to answer any questions.

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

MINUTE RECORD

Bellevue City Council Meeting, November 13, 2018, Page 2

Motion was made by Cook, seconded by Preister, to approve the Manager Application of Larry J. Reed as Manager of the Class "C" Liquor License held by Industrial Social Hall Inc., dba "Knights of Columbus Hall," at 205 Industrial Drive.

Mr. Moudry stated he would be abstaining from the vote due to religious and personal reasons.

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

ORDINANCES:

Ordinance No. 3916: Rezoning Tax Lot 1, except right-of-way, Section 7, T13N, R13E, of the 6th P.M., Sarpy County, from AG to BN for the purpose of a Business Office Applicant: Matt Ricchini Location: 4803 Capehart Road (Third Reading)

Ordinance No. 3916, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 4803 Capehart Road, more particularly described in Section 1 of the Ordinance and to provide an effective date, was read by title only for the third and final reading.

City Attorney Patrick Sullivan requested this item be held over to the next meeting to add an agreed upon development agreement.

Motion was made by Shannon, seconded by Moudry, to hold Ordinance No. 3916 over until the next meeting on November 26, 2018. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Ordinance No. 3917: Rezoning Lot 74, Kennedy Town Center, from BN to BG for the purpose of a Convenience Store with fuel and liquor sales Applicant: Casey's Retail Company Location: 7724 South 22nd Street (Third Reading)

Ordinance No. 3917, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about Chandler Road and 22nd Street, more particularly described in Section 1 of the Ordinance and to provide an effective date, was read by title only for the third and final reading.

Motion was made by Shannon, seconded by Burns, that Ordinance No. 3917 be adopted. Mayor Sanders asked "Shall Ordinance No. 3917 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Mayor Sanders proclaimed Ordinance No. 3917 passed and adopted.

Approval of the Partial Release of Restricted Access contained in Plat Note

Motion was made by Moudry, seconded by Burns, to approve the partial release. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Ordinance No. 3918: Sale of City Surplus property in Whispering Timbers (Second Reading)

Ordinance No. 3918, an ordinance providing for the sale of certain real estate, same being described in Section 1 of this ordinance; directing the conveyance of such real estate, and the manner and terms thereof, and designating an effective date, was read by title only for the second time and presented for public hearing.

Mayor Sanders asked for public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Mayor Sanders stated the third reading of the ordinance will be heard at the next Council meeting on November 26th.

Ordinance No. 3919: Rezoning Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BN-PCO and BNH-PCO to BG-PCO for the purpose of Commercial Development Applicant: Charv's Contracting General Location: 1020 Lincoln Road (First Reading)

Ordinance No. 3919, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 1020 Lincoln Road, more particularly described in Section 1 of the Ordinance and to provide an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on November 26th.

Ordinance No. 3920: Increase in Pay for the Mayor and City Council Members (First Reading)

Ordinance No. 3920, an ordinance to amend the salary and compensation of the Mayor and City Council of the City of Bellevue, Nebraska; to repeal Ordinance No. 3843 and to declare an effective date, was read by title only for the first time.

Motion was made by Shannon, seconded by Moudry, to waive the three readings, hold a public hearing, and vote at this meeting. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

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

MINUTE RECORD

Bellevue City Council Meeting, November 13, 2018, Page 3

Mr. Michael Wills said he has found the Council deals with a lot of "garbage" and supports the raise. Mr. Carl Hanson opposes the waiver of the three readings as it is an abuse of position and this item should have been given the proper time. Mr. Chuck Fredrick understands the reasoning behind the request, but is upset his requests have been "ignored." He will support the raise if it is tied to having the State Auditor come look at the finances. Mr. Steve Dawes stated the request for a raise is more than reasonable, but he is also against the waiver of the three readings.

Mayor Sanders asked for additional public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Motion was made by Preister, seconded by Shannon, that Ordinance No. 3920 be adopted. Mayor Sanders asked "Shall Ordinance No. 3920 be passed and adopted?" and upon roll call the following voted yes: Shannon and Preister; voting no: Hansen, Cook, Burns, and Moudry. Motion failed.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Public Hearing on the Request from the Bellevue Economic Enhancement Foundation, in partnership with the Salvation Army and Marathon Ventures, for a Fireworks Display at 901 Fort Crook Road North on November 16, 2018, at approximately 6:45 p.m., in conjunction with the Salvation Army Big Red Kettle 2018 Community Kick-off Celebration

Mr. Jim Ristow was present on behalf of the Bellevue Economic Enhancement Foundation.

Mayor Sanders asked for public comment. No one in the audience came forth to speak in support of or in opposition to the request. Mayor Sanders declared the public hearing closed.

Motion was made by Moudry, seconded by Cook, to approve the request from the Bellevue Economic Enhancement Foundation. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Public Hearing on the CDBG 2017-2018 Consolidated Annual Performance and Evaluation Report (CAPER)

Mrs. Abby Highland, CDBG Program Administrator, was present to answer any questions. Council questions and comments ensued.

Mayor Sanders asked for public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Resolution 2018-34: Approving the CDBG 2017-2018 CAPER

Motion was made by Preister, seconded by Cook, to approve Resolution No. 2018-34. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

RESOLUTIONS: None

CURRENT BUSINESS:

Approve and Submit the Request for Release of Funds and Certification Forms to HUD for CDBG 2018 Projects

Motion was made by Shannon, seconded by Preister, to approve and submit the request. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, and Burns voted yes; voting no: Moudry. Motion carried.

Approving the Purchase of Two Buffalo Terra-Stations, which are storage devices, for use by the Cyber-Crimes Investigations Division of the Police Department in the amount of \$19,788

Motion was made by Shannon, seconded by Moudry, to approve the purchase. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approving the Appointment of Sue Cutsforth to the Planning Commission for a three-year term ending in August 2021

Motion was made by Cook, seconded by Hansen, to approve the appointment. Roll call vote on the motion was as follows: Hansen, Cook, Preister, and Burns voted yes; voting no: Shannon and Moudry. Motion carried.

ADMINISTRATION REPORTS:

Mayor Sanders asked if there were any questions for the City Administrator or any of the Directors on the report presented. Mr. Preister asked the City Administrator about a meeting with Fontenelle Forest regarding a walkway and a meeting regarding wetlands mitigation. Mr. Mangiamelli advised the walkway would be a connector, but last Friday's meeting was cancelled due to the weather. The wetlands area is on Cunningham Road and would be tied into work on the sewer plant in that area.

MINUTE RECORD

Bellevue City Council Meeting, November 13, 2018, Page 4

PUBLIC REQUESTS TO BE HEARD:

Mayor Sanders read the following statement: "Any member of the public addressing the Council shall abide by Council Policy Resolution No. 35 regarding the Principles of Conduct and Decorum which states 'any statements made during City Council meetings by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a city official or employee, or a member of the general public' and also Bellevue City Code Section 2-68 regarding the manner of addressing the Council. Copies of the aforementioned rules are posted outside the Council Chambers. Speakers shall limit their presentations to five minutes."

Mr. Chuck Fredrick stated he has asked for the State Auditor to come look at the finances for a number of years. He said a monthly balance sheet is needed and suggested the Council members receive a different "perk" since the pay raise was voted down.

Ms. Jody Van Houten spoke out against bullying and in support of Police Chief Mark Elbert. She is disappointed in those who voted "no confidence," as they were not aware of both sides.

Mrs. Molly Ducker stated Bellevue Deserves Better wants to educate people on the facts and improve the city. They are asking the citizens, the City Council, and the Administration to think differently and to be accountable.

Ms. Pat Kochendorfer stated she does not like what has happened in the Police Department and the City recently. Chief Elbert was not allowed to tell his side of things, but the opposition has continued to "spew venom" over and over to the media.

Mayor Sanders asked for additional comments from the public. No one came forward to speak. Mayor Sanders closed the public requests to be heard section of the meeting.

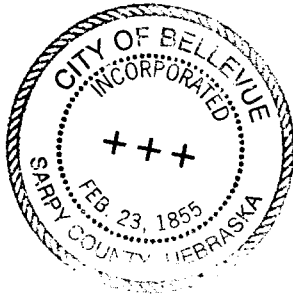
ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Cook, at 8:09 p.m. the meeting adjourned.


Sabrina Ohnmacht, City Clerk

Rita Sanders, 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 November 13, 2018; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.




City Clerk

MINUTE RECORD

Bellevue Planning Commission Meeting, November 15, 2018, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, November 15, 2018 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Baumgartner, Jacobson, Cutsforth, and Smith. Absent were Commissioners Perrin, Cain, Ackley, and Ritz. Also present were Chris Shewchuk, Planning Director, and Tammi Palm, Land Use Planner.

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

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

Motion was made by Baumgartner, seconded by Smith, to approve the minutes of the October 25, 2018 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Shewchuk mentioned a handout was provided to the Commissioners from Chairman Jacobson outlining Jim Moudry's suggestions on Item 3c, Complete Streets Policy.

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

The following item was on the consent agenda:

Request to amend Sections 5.20 and 5.21, City of Bellevue Zoning Ordinance, regarding permitted uses in the BN and BNH Zoning Districts. Applicant: City of Bellevue. Case #: Z-1804-02.

Jacobson requested this item be moved to a Public Hearing Item.

Jacobson explained the public hearing procedures

PUBLIC HEARING was held on a request to amend Sections 5.20 and 5.21, City of Bellevue Zoning Ordinance, regarding permitted uses in the BN and BNH Zoning Districts. Applicant: City of Bellevue. Case #: Z-1804-02.

Shewchuk mentioned in discussing some items with the City Attorney, it was determined there was a shortfall in the BN and BNH Zoning Districts regarding some low impact uses. General office type uses are among those to have low impact in the BN and BNH Zoning Districts. In the original proposal, it was intended to add "General office buildings of one or more professional persons engaged in activities which generate a limited amount of contact with the general public, including offices for lawyers, accountants, architects, planners, engineers, and similar professions". After discussion with Mr. Jacobson and members of the public regarding this item, the Planning Department is amending their recommendation to change the proposed language to "General Office Uses." The size will remain limited in floor area to 7,500 square feet in the BN zoning district and 15,000 square feet in the BNH zoning district per the current zoning regulations.

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

Smith commented it is her understanding the two zoning districts have a focus on serving the nearby neighborhood. Her concern is this will open up the permitted uses of the zoning districts to uses not focused on serving the neighborhood. She provided the example of medical clinics in the current ordinance, explaining it limits the use to two persons in the office. Smith explained "general office uses" do not have the same focus on serving the neighborhood.

Shewchuk commented it is difficult to define the intent of serving a neighborhood. He mentioned many of the uses (such as banks), not only serve a neighborhood, but also a broader area. He stated the proposed amendment falls in line with many of the uses allowed in the zoning districts.

MOTION was made by Casey, seconded by Cutsforth, to recommend APPROVAL of a request to amend Sections 5.20 and 5.21, City of Bellevue Zoning Ordinance, regarding permitted uses in the BN and BNH Zoning Districts. Applicant: City of Bellevue. APPROVAL based upon the suggested revision to change the language to "General Office Uses." Upon roll call, Casey, Baumgartner, Jacobson, and

MINUTE RECORD

Bellevue Planning Commission Meeting, November 15, 2018, Page 2

Cutsforth voted yes. Smith voted no. MOTION carried.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on December 10, 2018.

PUBLIC HEARING was held on a request to rezone Lot 1, Milt's Addition, being a platting of Tax Lot W, Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RS-72 to BGH for the purpose of a self-storage facility; small subdivision plat Lot 1, Milt's Addition; and conditional use permit for Lot 1, Milt's Addition for the purpose of a self-storage facility. Applicant: 2715 LLC. General Location: West Chandler Road and Cedar Island Road. Case #'s: Z-1810-08, S-1810-09, and CUP-1810-03.

Charles Faulk, 1625 South 109th Street, Omaha, stated he is the owner of Milt's Mini Storage. He mentioned the current storage units have been there since 1978. The proposed request is to add on to the existing facility.

Sandra Bulduc, 8015 Sarpy Avenue, mentioned she and her husband own the property at 8103 Sarpy Avenue. She stated she has concerns with a business moving into a residential area. Other concerns she has are with the wildlife being disturbed, noise, and the impact the development will have on the safety of the neighborhood.

Linda Sorensen, 8007 Sarpy Avenue, mentioned the southern portion of the proposed development is located next to her house. She advised she has concerns with people going through her yard to access the storage units, security issues, wildlife being displaced, height of the proposed fence around the development, water storage on the property, safety issues, and how the development will affect property values.

Tami Winther, 2712 Greene Avenue, stated she chose this area to purchase a home in as it is a quiet neighborhood, with little traffic and a lot of green space. She advised her concerns are the proposed development will ruin green space, the wildlife will be displaced, traffic will increase, safety issues, light spillage onto the neighborhood, an increase in crime, the potential of hazardous materials stored in the storage units, and a reduction in property values.

Paul Bulduc, 8015 Sarpy County, mentioned the proposed property has been vacant for many years. He questioned why the property wasn't purchased when it was vacant. He feels the proposed development is not a good use for the land and is in opposition of the request.

Peggy Helms, 2722 Bonnie Street, agrees with the other neighbors' concerns. She requested the Commission consider the neighborhood and how this development would impact them.

Mike Kropp, 8010 Cedar Island, has concerns with the proposed retention pond which would be located to the north of his property and drain towards him. He questioned if the city will provide a guarantee the retention pond will not leak onto his property. He stated the plan he received does not indicate how deep the retention pond will be, if it is concrete, plastic lined, or any other details. He stated he is in opposition of this request due to drainage concerns.

Chris Didamo, 8014 Cedar Island Road, commented he has concerns with the retention pond. He stated the site plan he received is different than the one being used this evening and asked if that was a new plan. Palm indicated yes. He stated the area where the proposed retention pond will be has concrete fill with approximately six feet of dirt on top of it. He echoed the concerns of Kropp, mentioning there is no information regarding how deep the pond will be or if the water will sit stagnant.

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

Mr. Faulk mentioned his facility has been in the area since 1978 and there has been no issue with crime. As far as he knows, his development has not decreased property values in the past 40 years. He commented his father developed the subdivision to the east of the storage units shortly before he built the existing storage unit facility. He explained his father did not purchase the property being discussed earlier because the railroad owned the property and there was a railroad line that ran through it. He addressed the issue of traffic through the neighborhood. The current facility is lit and fenced. The lights are to the inside of the facility and do not shine out onto the neighbors. The current adjacent facility is controlled access from 6:30 a.m. to 9 p.m., which will be the same hours as the proposed facility. After 9 p.m. there is a perimeter alarm system which will turn on. Faulk mentioned if anyone

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Bellevue Planning Commission Meeting, November 15, 2018, Page 3

were to cut the fence or climb the fence, an alarm will go off. He advised there will be a manager who lives on site and the proper authorities will be notified if there is a problem. He stated the current facility has had very few issues over the past 40 years of being there. Faulk explained the property currently drains to the south. This will not be changed, as the proposal includes the water to continue to flow in the same direction as it flows currently. The reason the detention basin is to the south end of the property is because the city requires the rain water to be held for a period of time after a storm. The water is then released slowly after the storm so it does not put an undue burden on the storm system. The proposed location of the stormwater detention basin is where the water is naturally draining to now. The engineer needs to determine how deep and how wide that basin will be. The water is flowing to that area, will continue to flow to that area, and it will be held there temporarily during the initial rainfall. Then it will be dispersed an hour or two after rainfall.

Ms. Bulduc requested to speak again. The Commissioners allowed her to come to the podium. She mentioned the current location of the existing storage facility is off of Chandler Road which has public access. The proposed facility will be located deeper into a neighborhood off of Cedar Island Road.

Cutsforth questioned the applicant if there will be any additional staff or manager staying on the premises with the proposed expansion. Faulk replied no. He explained he owns seven other facilities that are twice the size of the proposed facility. He stated one manager is able to manage and maintain those facilities.

Baumgartner requested the applicant to explain the access to the proposed property. Faulk advised it has a controlled access. He explained from Cedar Island Road there will only be one way in and one way out of the facility off of Cedar Island Road. There is a gate, which is always in the closed position. Upon renting a unit, you will have a code to enter into the gate to gain access to the units. Once a car enters the facility, the gate will close behind them. Baumgartner clarified there will be two points of entry to the facility, one off of Cedar Island Road, and the other off of Chandler Road. Faulk replied that was correct.

Jacobson clarified the hours of operation will be from 6 a.m. to 9 p.m. Faulk replied that was correct.

Jacobson clarified the lighting will be done to standards and will be limited to the inside of the property. Faulk replied that was correct. Jacobson questioned if there was spillage onto the neighborhood, would the applicant be willing to address the issue. Faulk replied yes. Jacobson mentioned the plan meets the current standards for landscaping. He questioned since the fence does not go up to the property line if there is any type of buffer. Shewchuk advised there is landscaping around the perimeter of the area, outside of the fence. He explained there is a 25 foot landscape bufferyard around the area, and the six foot privacy fence around the facility. Jacobson clarified the location of the proposed fence. Shewchuk explained the fence is 25 feet inside the property line and then the 25 five foot area between the property line and fence is landscaped.

Casey inquired what the anticipated height of the tallest building will be. Faulk stated it will be approximately fourteen feet from the ground to the roof. Casey inquired if the lighting is attached to the buildings. Faulk replied that was correct. Casey inquired if the six foot fence around the development is just the area that abuts against the residential area or if it is around the entire facility. Faulk commented it is around the residential area for sure, but he is not positive it is along the Cedar Island Road area.

Smith mentioned she understands there will be 70 covered stalls and 159 uncovered stalls for parking vehicles. She requested a description of the lighting to serve the uncovered stalls. Faulk mentioned it will be similar to a grocery store or shopping mall. It will be a pole light, with a light fixture on top of it that will shine down.

Jacobson questioned the applicant if his engineers have had access to the property to work through the retention pond issues. Faulk replied yes. The engineers are in the process of addressing the retention pond as well as doing soil testing. He stated they are not sure where the fill starts and stops, therefore the soil tests will dictate what can be done in specific locations throughout the property.

Baumgartner questioned the applicant if he has considered expanding residential development onto the proposed area. Faulk replied he looked at it but is not interested in pursuing that. He mentioned at one time his father had looked at developing apartments on a corner portion of the area. However, it was not economically feasible.

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Smith inquired why residential development in the area would not be feasible. She mentioned the Comprehensive Plan indicates the area as medium residential. Faulk replied it is not ideal for residential development due to the concrete fill which was placed on the property. The fill area would need to be excavated or removed and the cost would be terribly expensive. He mentioned there is no sewer available and would need to be connected from the east to the west, which isn't practical. Smith questioned if the fill will be an issue for the self-storage facility. Faulk commented it is in some regards. Where the fill is currently at will be where the open parking will be going, which is not an issue. It is where you intend to put a building where the fill becomes an issue.

Casey inquired who received the notification letters. Shewchuk advised the property owners within 300 feet of the application are notified. He explained if it is a renter they would not get the letter; only the property owners receive letters. The information is gathered from Sarpy County. Casey questioned what the process to vacate McCorkindale Avenue is. Shewchuk explained the applicant is working with the Public Works Department. The request goes through the Public Works Department for vacation. The anticipated ordinance to vacate should be on the same City Council agenda as the request to rezone the property. Conversation ensued on this topic.

Cutsforth inquired if the City of Bellevue has minimum design standards the engineer would have to meet for the storm water retention site. Shewchuk replied yes there are. The engineers for the proposed development have been working with the city's Public Works Department regarding the drainage on the property. It would need to hold enough volume to retain the water. The runoff cannot be increased. It will be a zero net affect after a storm. It will go into the detention pond and release slowly so there is no increase in runoff from the area onto other properties.

Smith commented the character of this neighborhood changes significantly from Chandler Road, which is very commercial, onto Cedar Island Road, which is very residential. There is quite the difference in the nature of the neighborhood. She advised the proposed development is a very intensive commercial use. The Comprehensive Plan does designate this area as medium residential which seems more consistent with the existing uses in the neighborhood.

Baumgartner agreed with Smith's assessment of the area and that it is more conducive to residential development. She stated she could see the portion off of Chandler Road supporting a commercial development, but not the proposed location.

MOTION was made by Baumgartner, seconded by Smith, to recommend DENIAL of a request to rezone Lot 1, Milt's Addition, being a platting of Tax Lot W, Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RS-72 to BGH for the purpose of a self-storage facility; small subdivision plat Lot 1, Milt's Addition; and conditional use permit for Lot 1, Milt's Addition for the purpose of a self-storage facility. Applicant: 2715 LLC. General Location: West Chandler Road and Cedar Island Road. Case #'s: Z-1810-08, S-1810-09, and CUP-1810-03. Upon roll call, Casey, Baumgartner, Cutsforth, and Smith voted yes. Jacobson voted no. MOTION carried.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on December 10, 2018.

PUBLIC HEARING was held on a request to amend Article 7, City of Bellevue Zoning Ordinance, regarding digital signs. Applicant: City of Bellevue.

Shewchuk mentioned this is the third time this item has been discussed by the Planning Commission. Previously, how to measure the light given off from a sign was changed from nits to 0.3 foot candles over ambient lighting. The time the image can be displayed on a digital sign was reviewed. Staff is recommending the time a message has to hold static on billboards be amended from ten to eight seconds, and on non-billboard signs be amended from fifteen to eight seconds. There was discussion regarding movement/motion of the signs and it is recommended, other than a scrolling message, the image shall remain static during its display period, other than a scrolling message. Shewchuk advised he looked at other regulations in the area for Papillion, LaVista, Sarpy County, and Omaha. LaVista only allows electronic message boards on center identification signs. They cannot change at intervals of less than one minute. Sarpy County prohibits rotating or moving lights or any animated or moving parts, with the exception of lighted animation or moving parts providing public service information such as time, date, weather, or similar information. Omaha, in regards to billboards, cannot contain any type of motion, animation, scrolling of text, or sequential displays. As far as transition between images, Omaha and LaVista require an instantaneous change of the image. Shewchuk stated he is okay not having those type of restrictions. He is okay with having a message that fades in and out. Papillion

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Bellevue Planning Commission Meeting, November 15, 2018, Page 5

has a couple of different requirements regarding the change in the message or the image depending on the location. Generally it is five seconds to zero seconds for a refresh rate. They do limit digital and electronic signs to 50% of maximum permitted sign area. Shewchuk commented Bellevue is a little more lenient than other communities in the area.

Pat Shannon, 3417 East Dutchman Circle, commented he does agree the proposed amendment has come a long way since July. He commented there are 15 signs in the shopping plaza he owns which would not comply with this ordinance. He stated more than 90% of the signs in Bellevue would not comply with this ordinance as presented. He stated Valentinos has a 30 foot digital sign with motion and fadings. He commented an eight second static display is ridiculous on a digital sign. He stated he is unsure what is trying to be regulated and why it is trying to be regulated. The role of government is to not regulate things which do not need to be regulated. He feels there is no problem with digital signs. He stated if the regulation were proposed as is with no static timing requirement, it would be fine. He explained there are too many things that change in a second's time, such as open and close signs. He commented the scrolling messages being exempted is good. Shannon commented unless every sign in Bellevue is grandfathered, he is unsure where these regulations are going or why.

Jacobson clarified with Mr. Shannon he was attending the meeting on a personal basis. Shannon replied he was.

Brittnie True, 23319 Hunt Avenue, Council Bluffs, IA, mentioned she has been in the sign industry for over ten years and has worked with digital signs the entire time of her employment. She mentioned she works with other jurisdictions locally, as well as in other states. She commented there are many different types of viewpoints and interruptions of sign regulations. She explained all jurisdictions have concerns with brightness. She stated Mr. Shewchuk has narrowed this down to the most efficient way to manage brightness. True advised she reviewed sign regulations in neighboring jurisdictions. She commented LaVista does not like digital signs. Ralston does not refer to digital signs in their ordinance. Omaha regulates off-premise billboard signs. Papillion had impressive regulations and approached them with a general, common sense perspective. She advised the concern with digital signs is safety, and there is no statistical data that supports these signs are unsafe. If there was, the signs would not be allowed at all.

Shannon commented he is in agreement the static time on billboard signs should be at eight seconds. The non-billboard signs should not be at eight seconds.

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

Casey requested clarification from Mr. Shannon that he is okay with the amendment as presented, with the exception of the eight second timing for non-billboard signs. Shannon commented there is no reason to restrict or regulate those signs. However, billboard signs should be regulated at eight seconds and no more. Casey questioned what the difference is in Mr. Shannon's opinion between the two types of signs. Shannon replied the size, the scope, and that billboards are located in high density traffic. Casey questioned staff as to why they feel these items need to be regulated. Shewchuk replied the way the regulation currently reads "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." He advised he is proposing the time regulations going down from 15 seconds to eight in the proposed amendment. He explained in the discussion at the September Planning Commission meeting, someone brought up the animation of signs. This topic wasn't previously addressed in the proposed amendment, therefore staff is recommending signs remain static other than scrolling messages. He advised if the Commission wants to recommend something else, it is their prerogative, and the City Council will make a final decision on it. Casey inquired if the basis for staff's input is safety. Shewchuk replied yes.

Jacobson commented he did some research on the International Sign Association (ISA). He was pleased to find the ability to measure 0.3 foot candles is well described in the ISA's documentation. Jacobson mentioned the ISA list samples of model ordinances for cities to follow. He questioned Ms. True if the range she has seen for static signs is eight seconds or faster. True replied she is okay with eight seconds. She commented she informs her clients the best time frame for a static display is five to eight seconds. Jacobson stated he has concerns with public safety with drivers trying to focus on signs changing. He feels 0.3 candles are reasonable. True commented she has no issues with the brightness; she thinks that is a great level to be at. Her focus is on the reality of current sign users being out of compliance if this were to be the regulation that goes into effect.

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MOTION made by Smith, seconded by Jacobson, to recommend APPROVAL of a request to amend Article 7, City of Bellevue Zoning Ordinance. APPROVAL based upon the Planning Department's recommendation. Upon roll call, Casey, Baumgartner, Jacobson, and Smith voted yes. Cutsforth voted no. MOTION carried.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on December 10, 2018.

PUBLIC HEARING was held on a request to amend Article VII, Chapter 28, of the Bellevue Municipal Code regarding the Complete Streets Policy. Applicant: City of Bellevue.

Shewchuk mentioned the Commissioners were provided a handout regarding the correspondence Commissioner Jacobson had with Mr. Moudry regarding his recommended revisions to the proposal. Shewchuk advised this item had been previously discussed by the Planning Commission. The item was also discussed by the City Council, at which time the Council requested a formal action by the Planning Commission. The ordinance was also taken to the Citizen Complete Streets Advisory Panel for their feedback. The input from the Commissioners and Complete Streets Panel has been incorporated in the proposed amendment. Shewchuk pointed out in Section 28-151 he included motor vehicles. In Section 28-152, some of the principles of Complete Streets will require City Council approval. The amendment proposes to delete Section 28-153, Freight, as the city does not have streets classified as "Major Truck Streets." The proposed amendment seeks to clarify portions of the document; primarily existing Section 28-154 which describes exceptions. Shewchuk mentioned Mr. Moudry recommended a change in Item "b" and added Item "d" under this section.

Jim Moudry, 1207 Rebecca Court, mentioned he appreciates the effort the Planning Department, Complete Streets Panel, and the Planning Commission has taken to review and make recommendations to the ordinance. He stated he agrees with most of the proposed amendments to the ordinance. He mentioned the one section he has additional comments on is proposed Section 28-153, Exceptions. Moudry referred to Item "b", which reads: "Where the Planning or Public Works Director issues a documented exception concluding determining that the application of Complete Street principles is unnecessary or inappropriate because it would be contrary to public safety and the City Council approves the documented exception." He stated he would like to recommend to amend the statement to add "or efficient flow of current or projected motor vehicle traffic flow," after "contrary to public safety." Moudry advised he has done a fair amount of research on this item. He has run into several cases where Complete Streets provisions have been made on a street which has resulted in motor vehicle traffic being severely impacted. People will divert off of the major road onto neighborhood streets to get around the increased traffic, which increases the volume on the neighborhood streets. Moudry recommended adding Item "d," a provision to an exception "where the application of complete streets on one street would have a detrimental impact on traffic volume and/or safety on a neighboring street." He referred to Items "b" and "c," under proposed Section 28-153. He recommended changing the wording from "Where the Planning or Public Works Director issues a documented exception" to "Where the Planning or Public Works Director recommends a documented exception."

Pat Shannon, stated he agrees with Mr. Moudry's proposed changes. He noted the word "issues" in both Items "b" and "c" does need to be changed to "recommends".

Smith referred to Mr. Moudry's description of the severe impairment of the efficiency of traffic flow. She noted his suggested language refers to any change of efficiency. She questioned Mr. Moudry if it is his intention to talk about a severe efficiency. Smith stated any bike lane will affect traffic flow to some extent. Moudry replied it is a matter of how you define impact and detrimental impacts. Smith inquired if it is his view if any impact of efficiency on traffic flow would lead to an exception to complete streets. Moudry replied he would not say any decrease would warrant an exception.

Jacobson questioned Mr. Moudry if "substantially detrimental affect" would be an appropriate use of words for his suggested revisions. Conversation ensued on this topic.

Shewchuk commented he has no objections to the proposed language Mr. Moudry provided. The recommendations refer to the beginning of the ordinance which refers to safe, efficient access and use for all users. He noted on Items "b" and "c" he would propose language to include "Where the Planning or Public Works Director recommends an exception which determines that the application of Complete Street principles is unnecessary or inappropriate because it would be contrary to public safety and the City Council approves the documented exception." He would recommend in Item "d" to insert the word "substantial" before the word "detrimental."

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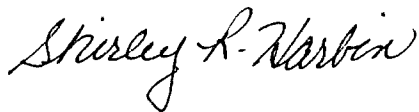
Smith commented "substantially detrimental" should be added in Item "b" after the words "contrary to public safety or."

MOTION made by Jacobson, seconded by Casey, to recommend APPROVAL of a request to amend Article VII, Chapter 28, of the Bellevue Municipal Code regarding the Completes Streets Policy. Applicant: City of Bellevue. APPROVAL based upon the Planning Department's recommendation with additional revisions to Section 28-153 as presented by Councilman Moudry and as discussed by the Commission. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on December 10, 2018.

Motion made by Casey, seconded by Baumgartner, to approve the 2019 Uniform Review Schedule. Upon roll call, all present voted yes.

Meeting adjourned at 8:30 p.m.



Shirley R. Harbin
Planning Assistant

MINUTE RECORD

CLAIMS FOR NOVEMBER 26, 2018

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MAYOR

ERWIN'S JEWELRY	JEWEL OF BELLEVUE-GREEN BELLEVUE	60.00
		<u>\$ 60.00</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	100.14
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	4,342.06
HOLIDAY INN OF KEARNEY	LODGING FOR CONFERENCE	185.90
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	31.12
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	29.42
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	114.90
		<u>\$ 4,803.54</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET-NOV-DEC 2018	83.55
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	114.55
		<u>\$ 198.10</u>

LEGAL

ADAMS & SULLIVAN, PC	RETAINER-OCT 2018	5,850.00
ADAMS & SULLIVAN, PC	COB-ABBOTT & BPOA	2,598.75
ADAMS & SULLIVAN, PC	COB-BPOA, FOP #59	41.25
ADAMS & SULLIVAN, PC	COB-EMPLOYEE 2017-102	165.00
ADAMS & SULLIVAN, PC	COB-BPOA LABOR MATTERS	288.75
ADAMS & SULLIVAN, PC	COB-EMPLOYEE 2016-88	337.50
ADAMS & SULLIVAN, PC	COB-EMPLOYEE 2017-103	618.75
ADAMS & SULLIVAN, PC	COB-EMPLOYMENT MATTERS	2,788.50
ADAMS & SULLIVAN, PC	COB-FIRE DEPT ISSUES	288.75
ADAMS & SULLIVAN, PC	COB-LITIGATION MATTERS	825.00
ADAMS & SULLIVAN, PC	COB-SURPLUS PROPERTY	107.50
WOODS & AITKEN, LLP	CBA NEGOTIATIONS	174.00
		<u>\$ 14,083.75</u>

CABLE TV

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	85.13
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	3,857.20
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	(0.02)
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	22.07
		<u>\$ 3,964.38</u>

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	75.11
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	29.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	2,681.90
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	31.12
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	38.25
MICROFILM IMAGING SYSTEMS	SERVER FOR SQL EXPRESS	434.00
SARPY CO REGISTER OF DEEDS	RECORDING FEES	22.00
		<u>\$ 3,311.77</u>

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CLAIMS FOR NOVEMBER 26, 2018

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FINANCE/RISK MANAGEMENT/SAFETY

CROP PRO INSURANCE SERVICES INC	CROP INSURANCE PREMIUM	513.52
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	130.20
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	7,777.26
HANEY SHOE STORE	SAFETY SHOES	293.98
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	124.49
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	32.36
THE CURE	PPE FALL PROTECTION HARNESS, GLASSES	240.89
		<hr/>
		\$ 9,142.70

LIBRARY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	200.27
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
DEMCO	OFFICE SUPPLIES	220.29
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	9,102.52
INDOFF	OFFICE SUPPLIES	245.16
INGRAM LIBRARY SERVICES	BOOKS	4,142.35
LITTLE FREE LIBRARY, LTD	STANDARD ARTISAN STAMP	46.67
MAILFINANCE	POSTAGE METER RENT-DEC 2018-MAR 2019	176.46
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	99.57
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	12.28
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	124.49
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	106.58
NEBRASKA LIBRARY ASSOCIATION	SPINE LABELS STICKERS	33.00
NEBRASKA LIBRARY ASSOCIATION	STAFF MEMBERSHIP DUES-2019	705.00
NEOFUNDS BY NEOPOST	REFILL POSTAGE METER	650.00
OCLC INC	ON-LINE CATALOGING	1,308.45
OVERDRIVE, INC	SUPPLIES	2,000.00
RUFF WATERS	AQUARIUM MAINTENANCE-OCT 2018	116.97
SENSOURCE	ANNUAL HOSTING SERVICE FEE	180.00
SHOWCASES	VIDEOS SUPPLIES	1,087.56
STAPLES ADVANTAGE	OFFICE SUPPLIES	337.18
WESTLAKE ACE HARDWARE	SPRAY PAINT	7.98
		<hr/>
		\$ 20,987.86

ADMINISTRATIVE SERVICES

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	110.17
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	10,589.68
IDEAL PURE WATER COMPANY	BOTTLED WATER	70.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INTEGRATED REHAB	RANDOM DRUG TESTS	560.00
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	186.75
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	25.01
OMAHA WORLD HERALD CO	LEGAL AD	9.43
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,713.39
		<hr/>
		\$ 14,294.43

MINUTE RECORD

CLAIMS FOR NOVEMBER 26, 2018

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PUBLIC WORKS

A&D TECHNICAL SUPPLY CO	WIREBOUND FIELD BOOKS	60.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	8.90
DVORAK LAW GROUP	LIABILITY CLAIMS-#E4P3562	7,096.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	6,148.48
MATT KNIGHT	REIMB FOR PHONE CASE	18.09
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	62.23
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	13.60
MIDWEST LABORATORIES	SOIL TESTING-AMERICAN HEROES PARK	50.00
NEBRASKA IOWA SUPPLY CO	FUEL	12,521.18
ONE CALL CONCEPTS	LOCATES	570.24
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	152.79
		\$ 26,702.01

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-CYCLE 11	9,983.70
A-RELIEF SERVICES	PORTABLE RESTROOMS	332.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	45.38
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	12,380.36
FINISHED EDGE, INC	ACCIDENT REPAIR TO PA535	3,082.22
HOSE & HANDLING, INC	HOSE REPAIR	12.60
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	87.84
MAX I WALKER	UNIFORM PURCHASE PER CONTRACT	40.25
MENARDS	FLEX TAPE, CHAIN LINK FENCING, LIMESTONE, CABLE PULLER	226.30
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	124.45
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	977.58
TAB CONSTRUCTION	AMERICAN HEROES PARK	29,199.05
TAB CONSTRUCTION	AMERICAN HEROES PARK	52,045.10
THIELE GEOTECH	MATERIAL TESTING-AMERICAN HEROES PARK	998.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,516.42
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	AIR COUPLERS, PLUGS	26.32
		\$ 112,090.99

RECREATION

DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	19.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	2,109.94
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	31.12
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	41.37
		\$ 2,201.43

BUILDING MAINTENANCE

BIG RED LOCKSMITHS	PADLOCKS, KEYS	193.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	920.37
BURTON PLUMBING SERVICES	CLEAN OUT PLUGGED TOILET	608.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	8,083.08
HILLYARD	JANITORIAL SUPPLIES	423.56
IDEAL PURE WATER COMPANY	BOTTLED WATER	22.50
J & J SMALL ENGINE SERVICE	EXMARK PUSH MOWER	1,039.00
KB BUILDING SERVICES	JANITORIAL SERVICES-NOV 2018-CITY BLDGS	10,708.50

MINUTE RECORD

CLAIMS FOR NOVEMBER 26, 2018

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BUILDING MAINTENANCE (cont'd)

MAX I WALKER	UNIFORM PURCHASES PER CONTRACT	620.80
MENARDS	TOGGLE SWITCH, GLOVES, LUMBER, MULCH, SUPPLIES	431.70
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	124.49
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	668.93
SAPP BROS PETROLEUM	PROPANE	300.00
SECURITY EQUIPMENT	MONITORING SERVICES-NOV 2018/JAN 2019	2,436.00
SOL LEWIS ENGINEERING CO	JHVAC MAINTENANCE	190.00
SUPPLYWORKS	JANITORIAL SUPPLIES	204.81
TRICO MECHANICAL SERVICES	AC MAINTENANCE -LIBRARY	1,209.56
		\$ 28,184.30

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-11-5	22.69
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	1,506.60
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	62.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	89.57
		\$ 1,681.12

STREETS

ASPHALT & CONCRETE MATERIALS	ASPHALT	476.83
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	351.87
BUTLER COUNTY LANDFILL, INC	RECYCLE SCRAP TIRES	998.20
CENTRAL SALT	ICE CONTROL SALT	8,498.72
CONSOLIDATED CONCRETE	CONCRETE	948.00
CREATIVE RISK SOLUTIONS	TPA LOSS CLAIMS-OCT 2018	1,079.80
DAVE EARNEST	REIMB FOR CDL RENEWAL	30.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	37,964.78
FORCE AMERICA, INC	GPS RETROFIT KITS	1,092.18
IDEAL PURE WATER COMPANY	BOTTLED WATER	53.00
IMPACT RECOVERY SYSTEMS, INC	IMPACT RECOVERY SYSTEM	293.00
JOHN HAMBY	REIMB CDL LICENSE	58.75
MAX I WALKER	UNIFORM PURCHASES PER CONTRACT	459.90
MENARDS	TELEPHONE SPLICER	9.95
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	279.98
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	591.87
NEBRASKA SALT & GRAIN CO	ICE CONTROL SALT	16,998.16
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-10-29	76,218.73
OMNI	ASPHALT	1,405.25
READY MIXED CONCRETE COMPANY	CONCRETE	3,148.21
TODCO BARRICADE COMPANY	BARRICADES	150.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,809.10
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SUPPLIES	2.79
		\$ 152,932.49

FLEET MAINTENANCE

AA WHEEL & TRUCK SUPPLY, INC	TOP WIND JACK	85.54
ACTION BATTERIES UNLIMITED	BATTERIES	26.55
AUTO VALUE PARTS - SOUTH OMAHA	PARTS	146.91
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	933.60

MINUTE RECORD

CLAIMS FOR NOVEMBER 26, 2018

PAGE 5

FLEET MAINTENANCE (cont'd)

BAUM HYDRAULICS CORP	PRECISE SLOT W/LOCKING COLLAR	61.78
BAXTER CHRYSLER DODGE JEEP	FILTERS, EPAN, OIL GASKETS	284.76
BAXTER FORD	SHAFT ASSEMBLY, SPACERS, TUBE ASSEMBLY, ACCUMULATOR	517.38
BELLEVUE TIRE & AUTO SERVICE	TIRES	1,157.18
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	74.31
CORNHUSKER INTERNATIONAL TRUCKS	WINDSHIELD CAP, MIRROR, ENGINE HEATER	178.54
CREATIVE RISK SOLUTIONS	TPA LOSS CLAIMS-OCT 2018	1,217.76
CUMMINS CENTRAL POWER	PRESSURE SENSOR, GASKETS, CLAMPS	502.07
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	19,510.76
FACTORY MOTOR PARTS CO	EXHAUST EMISSION CONTROL, FUEL PUMP	305.12
FARM PLAN	STARTER GRIP, FILTER	45.38
GALVIN GLASS	WINDHSIELD	398.03
GCR TIRES & SERVICE	ALIGNMENT, TIRES	262.82
INLAND TRUCK PARTS CO	QUICK RELEASE VALVE, BRAKE DRUMS	431.60
INTERSTATE BATTERIES	BATTERIES	148.71
JIM HAWK TRUCK TRAILERS	BATTERY TESTER,CLEVIS KIT, FIRE	1,568.35
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	39.84
MATHESON TRI-GAS INC	WELDING SUPPLIES	145.68
MAX I WALKER	UNIFORM PURCHASES PER CONTRACT	538.70
MENARDS	MOTH BALLS, WATERPROOF LED, SUPPLIES	49.69
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	155.56
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	116.66
MICHAEL TODD & COMPANY	SNOW PLOW CUTTING EDGES, BOLTS	1,373.84
NAPA AUTO PARTS	FILTERS, SENSOR KITS, BELTS, SUPPLIES	408.30
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, EYELETS, HEAT SHRINK	402.36
NMC EXCHANGE LLC	TUBE ASSEMBLY	103.80
O'REILLY AUTOMOTIVE PARTS	INTERIOR DOOR HANDLE, SEALED BEAM	60.44
P&M HARDWARE	FILTERS	17.98
POWERPLAN	FILTER ELEMENT	78.88
RADIATOR DEPOT	GAS TANK	74.00
SPARTAN MOTORS USA, INC	CAB LOCK DOWN	382.71
SUSPENSION SHOP	BUSHINGS	80.80
TOOL SHED	CUTOFF WHEEL	111.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	468.21
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
		\$ 32,543.25

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-OCT 2018	238,148.04
		\$ 238,148.04

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	8.01
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	4,291.24
MARCO TECHNOLOGIES, LLC	STAPLES FOR COPIER	98.00
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	62.25
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	12.30
OMAHA WORLD HERALD CO	LEGAL ADS	46.33
		\$ 4,518.13

MINUTE RECORD

CLAIMS FOR NOVEMBER 26, 2018

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PERMITS & INSPECTIONS

MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	139.31
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	10.68
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	14,135.02
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	31.06
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	16.44
SHELL SUPER STORE	CAR WASH	11.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	836.20
		\$ 15,179.96

POLICE/CODE ENFORCEMENT

A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	101.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	194.82
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	152,267.66
ENTERPRISE FM TRUST	DEA LEASE VEHICLE-OCT 2018	521.58
ENTERPRISE FM TRUST	DEA LEASE VEHICLE -NOV 2018	521.58
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	708.96
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	299.44
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	15,419.91
ACTION SIGNS	INSTALL GRAPHICS	131.25
AUTO BODY AUTHORITY	TOW CHARGE, REPAIRS TO PO104 (REIMB BY USAA)	1,563.85
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-DEC 2018	1,200.00
BELLEVUE PRINTING COMPANY	CODE ENFORCEMENT FORMS	412.70
BLUE 360 MEDIA, LLC	NEB CRIMINAL AND TRAFFIC LAW BOOKS	1,009.13
CARL M GRUBB	ADVANCE FOR TRAINING	381.50
CDWG GOVERNMENT	COMPUTER SUPPLIES	310.24
CREATIVE RISK SOLUTIONS	TPA LOSS CLAIMS-OCT 2018	4,563.08
CULLIGAN OF OMAHA	BOTTLED WATER	247.80
DIGITAL DOLPHIN SUPPLIES	OFFICE SUPPLIES	357.00
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGE	11.38
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	350.00
INDOFF	OFFICE SUPPLIES	947.78
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
INT'L ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP DUES	380.00
J P COOKE COMPANY	NOTARY STAMP	34.70
JAY KIRWAN	REIMB FOR VIDEO SPLITTER CABLE	45.64
LEADSONLINE, LLC	INVESTIGATION SYSTEM ONLINE	6,683.00
LP POLICE	MONTHLY LOCATE PLAN-OCT 2018	129.95
MIDLANDS PRINTING	BUSINESS CARD SHELLS	1,673.03
POLICE OFFICERS ASSOCIATION OF NEBRASKA	POAN DUES FOR 32 OFFICERS, POAN BOOKS	1,380.00
QUE TEL CORP	ANNUAL SUPPORT AGREEMENT-NOV 2018-OCT 2019	2,174.00
SPRINT	MONTHLY SERVICE-OCT/NOV 2018	125.22
SUNSET LAW ENFORCEMENT, LTD	RECOIL SLUGS	1,816.00
TRI-TECH FORENSICS, INC	FIELD TEST KITS	668.25
UPS STORE	MAILING CHARGE	84.37
WESTLAKE ACE HARDWARE	TAPE, PADLOCK, ANTI FATIGUE MAT	96.93
		\$ 196,991.75

MINUTE RECORD

CLAIMS FOR NOVEMBER 26, 2018

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FIRE & RESCUE

ARROW INTERNATIONAL	MEDICAL SUPPLIES	1,345.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-11-5	211.28
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	628.33
CREATIVE RISK SOLUTIONS	TPA LOSS CLAIMS-OCT 2018	1,483.25
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	62,088.28
J.D. CASEY CO	CAR WASH SOAP	229.92
KIDDE FIRE TRAINERS	VALVE	70.00
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	1,120.42
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	2,652.22
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	7,228.09
		\$ 77,057.29

NON-DEPARTMENTAL/CONTRACTS

SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-DEC 2018	13,133.40
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-NOV 2018 SHORTAGE	88.55
		\$ 13,221.95

INFORMATION TECHNOLOGY

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	113.03
MOTOROLA SOLUTIONS, INC	EAR PIECES	179.64
ONE CALL CONCEPTS	LOCATE	3.78
TJ CABLE	LOCATE	200.00
		\$ 496.45

WASTEWATER

CITY OF OMAHA	SEWER FEES-JULY 2018	437,107.50
CREATIVE RISK SOLUTIONS	TPA LOSS CLAIMS-OCT 2018	2,621.94
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2018	9,680.50
HDR ENGINEERING, INC	SANITARY SEWER REPLACEMENT	1,615.22
HOSE & HANDLING, INC	PARTS FOR LIFT STATION	559.92
MENARDS	CANDIES FOR PARADE, PASTE, GREASE GUN, SUPPLIES	143.47
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2018	217.86
METRO FENCE	CHAIN LINK FENCE INSTALLED	2,140.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-11-1	283.67
POWERPLAN	PIN FASTENER	159.90
SCHIMBERG CO	PARTS FOR LIFT STATION	237.88
THOMPSON PUMP & MANUFACTURING CO	BACKFLOW PREVENTOR, HOSE	1,918.34
UNITED RENTALS (NORTH AMERICA), INC	TRENCH BOX, ADJUSTABLE SPREADER	2,966.76
UNITED RENTALS (NORTH AMERICA), INC	EXCAVATION SAFETY TRAINING	800.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,856.86
WEF MEMBERSHIP RENEWALS	RENEW MEMBERSHIP-WISSIG	83.00
		\$ 462,392.82

COMMUNITY DEVELOPMENT

OMAHA WORLD HERALD	LEGAL ADS	132.02
		\$ 132.02

TOTAL CLAIMS FOR NOV 26, 2018 **\$ 1,435,320.53**

TOTAL PAYROLL FOR NOV 16, 2018 **\$ 925,522.52**

My name is June
Ethridge. I have been
a resident of Bellevue
since 1974. Have worked
as a tour guide for 30
years and joined the
Bellevue Historical and
Landmark Preservation
Committee since January,
1992, and I would
like to be appointed!

June H. Ethridge
2309 Greenwood St.
Apt. 1220
Bellevue, Ne.
68123



*56.6
11.26.18

City of Bellevue
Office of the City Administrator

November 20, 2018

To: Mayor Sanders and Members of the Bellevue City Council

From: Joseph A. Mangiamelli, City Administrator

Subject: "840" Plan update

The "840" Economic Development Plan requires an update to the City Council of activities and information relative to the area and potential projects therein. Following is information relevant to that requirement.

- 1) During this calendar year, preparation of plans for "go ready" status on the city property and the adjacent private property to the south have been ongoing. Those plans are nearing 90% completion and will be ready for review and bidding of the infrastructure improvements therein. This will be discussed in greater detail under separate cover.
- 2) The site, meeting the criteria for mega-site (1,000 acres or more), was considered for potential inclusion as one of three by the state when the "Toyota" manufacturing project was under review. The city, with great assistance from the Omaha Chamber of Commerce, presented a detailed plan for consideration, however, it became clear that the close proximity to Offutt Air Force Base was not favorable and the proposal not accepted.
- 3) Following that effort, the decision was made by the Chamber to no longer offer the property as a mega-site but rather as one in which the larger area split and larger parcels might be developed. That effort continues.
- 4) The city received a request for consideration of purchase of the city owned property (World Baseball Village site) for redevelopment for a specialty pipe manufacturing business presently located in North Omaha. When the city's "offer" for use of 840 funding and Tax Increment Financing for project elements and site development was provided to the owner, the Bellevue offer was presented to Omaha which in turn offered slightly greater incentives and the business is staying in Omaha.
- 5) City staff continues to receive and discuss other possible redevelopments for the area.

As noted above, you will receive more information about the 840 property and funding thereof as a separate report forthcoming for your review. If you have questions or require additional information concerning this memorandum, please feel free to contact me.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	11/26/18	AGENDA ITEM TYPE:
SUBMITTED BY: Sabrina Ohnmacht, City Clerk	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input checked="" type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Application of Winston's Liquor & Tobacco, LLC, dba "Winston's Liquor & Tobacco," for a Class "D" liquor license to sell beer, wine, and distilled spirits, off sale only, at 105 West Mission Avenue, Suite 3,in Bellevue and for Mari K. Bell as Manager.

SYNOPSIS:

FISCAL IMPACT:

Yearly licensing fees of \$615

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

See attached Police and Planning reports.


BACKGROUND:

See attached reports and application.

ATTACHMENTS:

1	Clerk's Report	4	Application
2	Police Report	5	
3	Planning Report	6	

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: n/a

LEGAL APPROVAL: n/a

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Winston's Liquor & Tobacco, LLC dba "Winston's Liquor & Tobacco"

LOCATION/ADDRESS: 105 West Mission Ave, Suite 3, Bellevue 68005

REQUESTED ACTION: Recommendation for Approval of a Class "D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 105 West Mission Ave, Suite 3, in Bellevue, **AND** for Mari K. Bell as manager.

DATE APPLICATION RECEIVED: 10/31/18

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 12/17/18

DATE ADVERTISED (not less than 7 nor more than 14 days): 11/14/18

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 0

Class B (Beer off sale only): 1

Class C (Alcoholic liquor, on and off sale): 22

Class D (Alcoholic liquor, off sale only): 24

Class I (Alcoholic liquor on sale only): 31

Class K (Catering License with Class B, C or D license): 4

Class X (Wholesale Liquor) 1

TOTAL 83

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

DATE OF COUNCIL MEETING: 11-26-18 Due to City Clerk: by noon 11-21-18

APPLICANT: Winston's Liquor & Tobacco, LLC dba "Winston's Liquor & Tobacco"

LOCATION/ADDRESS: 105 West Mission Ave, Suite 3, Bellevue 68005

REQUESTED ACTION: Recommendation for approval of a Class D Liquor License to sell beer, wine and distilled spirits, Off Sale Only, AND for Mari Bell as Manager of the license.

INDIVIDUALS TO BE CHECKED:

<u>Name & Address</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
<u>Mari K. Bell</u>		
<u>3101 Washington St #20, Bellevue, 68005</u>		

Driver's License Number:

COMMENTS:

Approved 11-21-18

Capt. [Signature]

**LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT**

DATE OF CITY COUNCIL PUBLIC HEARING: November 26, 2018

DATE REPORT DUE TO CITY CLERK: by noon on 11/21/18

APPLICANT: Winston's Liquor & Tobacco, LLC dba "Winston's Liquor & Tobacco"

ADDRESS: 105 West Mission Ave, Suite 3, Bellevue 98005

REQUESTED ACTION: Recommendation for Approval of a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 105 W Mission Avenue, Suite 3 in Bellevue.

BACKGROUND: Olde Towne Bellevue, near Luigi's and Dean Jungers law office

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

IS THIS LOCATION WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION? Yes

EXISTING ZONING: BGM

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial

IS THE CURRENT USE NON-CONFORMING? No **EXPLANATION:** _____

ADJACENT LAND USE AND ZONING:

NORTH: Commercial, BGM

SOUTH: Commercial, BGM

EAST: Commercial, BGM

WEST: Commercial, BGM

DISTANCE FROM SCHOOL (if applicable): n/a

DISTANCE FROM COLLEGE (if applicable): n/a

DISTANCE FROM CHURCH (if applicable): n/a

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: This building is part of the Olde

Towne corridor along Mission Avenue, which is a mix of commercial and residential uses.

NUMBER OF PARKING SPACES REQUIRED: n/a **PROVIDED:** n/a

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: There is no traffic impact expected.

STREET/ACCESS: There is no street/access impact expected.

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

GENERAL COMMENTS: This is a commercial area which would accommodate liquor sales.

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

Hotlist x4


RECEIVED OCT 26 2017 NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: <u>YES</u> / NO	New/Replacing #	
Class Type <u>D</u>	122852	Initial <u>HV</u>

Applicant name Martell Winston's Liquor & Tobacco LLC
Trade name Winston's Liquor & Tobacco
Previous trade name _____
Contact email address Winston's liquor & Tobacco@hotmail.com

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

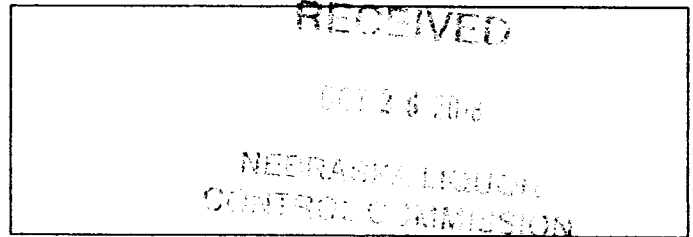
No Criminal History Reported	147 Submitted	Entered into Database on: <u>10.31.18</u>
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17-835647879

PAYMENT TYPE <u>MO</u> ↗ AMOUNT <u>400</u> Received: <u>JM</u>	 1800013563
--	--

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



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

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- ☒ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- ☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- ☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert 1 FORM 104)
- ☐ Partnership License (requires insert 2 FORM 105)
- ☐ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- ☒ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

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

Commission will call this person with any questions we may have on this application

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATIONTrade Name (doing business as) Winston's Liquor + TobaccoStreet Address #1 101 W Mission Ave, #3

Street Address #2 _____

City Bellevue County Sarpy #59 Zip Code 68005Premises Telephone number 402 612 4351Business e-mail address Winston's liquor tobacco@hotmail.comIs this location inside the city/village corporate limits: YES ☒ NO ☐

Mailing address (where you want to receive mail from the Commission)

Name Winston's Liquor + Tobacco Attn: Mari BellStreet Address #1 101 W Mission Ave #3

Street Address #2 _____

City Bellevue State NE Zip Code 68005**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 39' x width 10' in feetIs there a basement? Yes ☐ No ☒

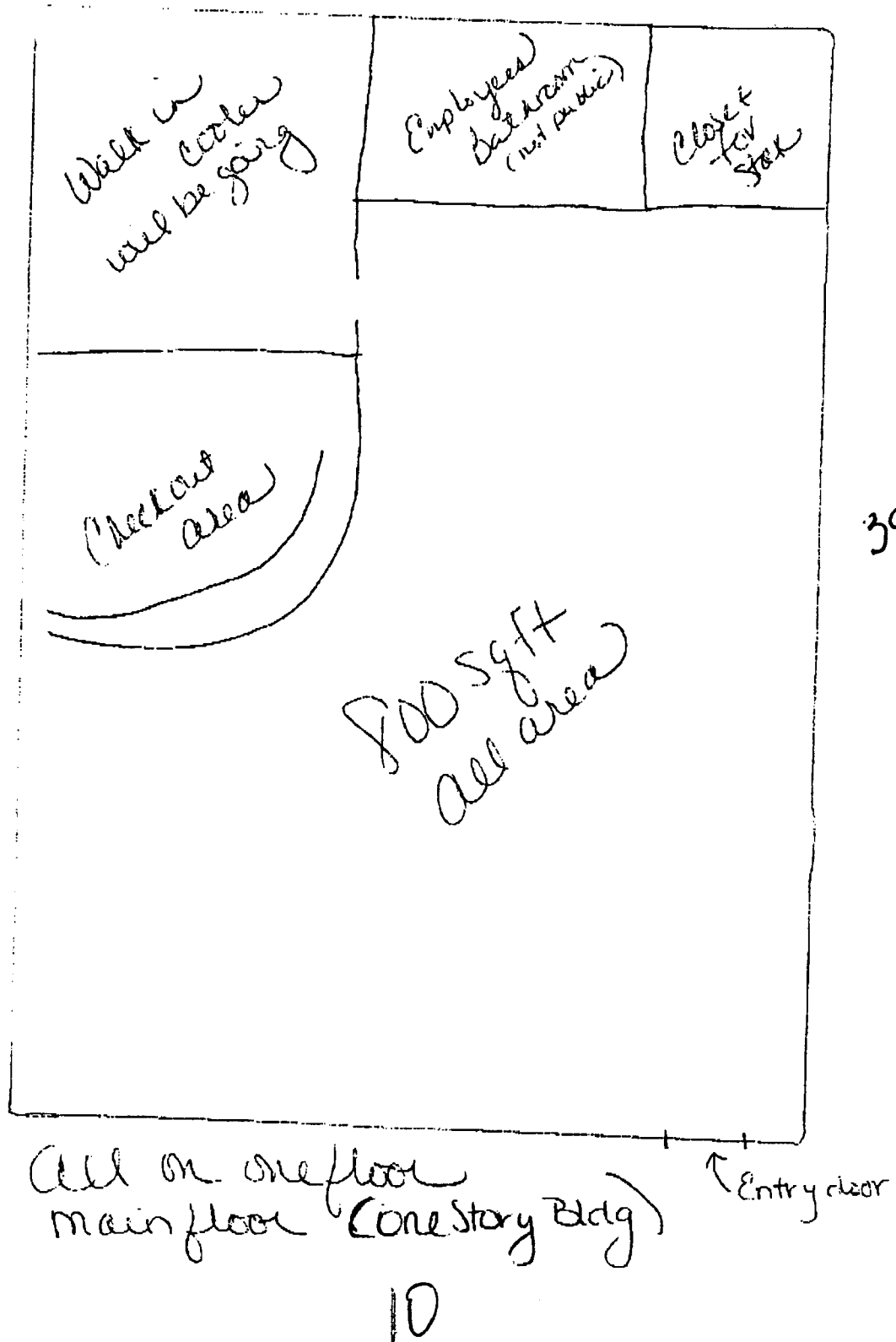
If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes ☐ No ☒

If yes, length _____ x width _____ in feet

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

See attachedOne story building
approx 39 x 10



APPLICANT INFORMATION

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

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

____ YES ☒ NO

If yes, please explain below or attach a separate page

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

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

____ YES ☒ NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

____ YES ☒ NO

If yes, give name and license number _____

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

____ YES ☒ NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

____ YES ☒ NO

If yes, list the lender(s) _____

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

____ YES ☒ NO

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

No silent partners

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

____ YES ☒ NO

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

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

____ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

____ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Wells Fargo/Bellevue, Ne - Mari Bell

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

N/A

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

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

NLCC certified training program completed:

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

List of NLCC certified training programs

Experience:

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

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

X Lease: expiration date 10/14/19
 _____ Deed
 _____ Purchase Agreement

14. When do you intend to open for business? 10/15/19 10/15/18 Per Mari

15. What will be the main nature of business? Retail Liquor/tobacco

16. What are the anticipated hours of operation? M-F 6am-12am Sunday 7am-12am Sat 6am-12am

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
<u>3101 Washington St #20</u>	<u>2017</u>	<u>Current</u>			

If necessary attach a separate sheet.

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

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Mari K Bell

Signature of Applicant

Signature of Spouse

Mari K Bell

Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska

County of Sarpy

The foregoing instrument was acknowledged before me this

October 23, 2018

date

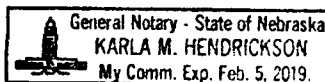
by

Mari K. Bell

name of person(s) acknowledged (individual(s) signing)

Karla M. Hendrickson

Notary Public signature



**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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

Office Use

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OCT 31 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Muench, Brian J.

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Winston's Liquor & Tobacco LLC 102-683316

LLC Address: 101 W Mission Ave Ste 3

City: Bellvue State: Ne Zip Code: 68005

LLC Phone Number: 402 612 4351 LLC Fax Number: _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Bell First Name: Mari MI: K

Home Address: 301 Washington St #20 City: Bellvue

State: Ne Zip Code: 68005 Home Phone Number: _____

Mari K Bell

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of SARPY

The foregoing instrument was acknowledged before me this

October 30, 2013

Date

by Mari K. Bell

name of person acknowledge

Karla M. Hendrickson

Affix Seal

General Notary - State of Nebraska
KARLA M. HENDRICKSON
My Comm. Exp. Feb. 5, 2019.

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Bell First Name: Mari MI: K

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 100% **Per Mari 10-31-18 T/C*

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

☐ YES

☒ NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date:

Jan

Ending Date:

Dec

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

**MANAGER APPLICATION
INSERT - FORM 3c**

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

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OCT 31 2010	
NEBRASKA LIQUOR CONTROL COMMISSION	

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Winston's liquor + Tobacco, LLC

Premise information

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

Premise Trade Name/DBA: Winston's liquor + Tobacco

Premise Street Address: 101 Commission Ave Ste #3

City: Bellvue County: Sarpy Zip Code: 68005

Premise Phone Number: 402 612 4351

Premise Email address: Winston's liquor tobacco II @ hotmail. com

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

Mona K Bell

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Bell First Name: Mari MI: K
 Home Address: 3101 Washington St #20
 City: Bellvue County: Sarpy Zip Code: 68005
 Home Phone Number: 402 612 4351
 Driver's License Number & State: _____
 Social Security Number: _____
 Date Of Birth: _____ Place Of Birth: Lahr Germany
 Email address: Winstons liquor tobacco II@hotmail.com

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

☐ YES

☒ NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____
 Social Security Number: _____
 Driver's License Number & State: _____
 Date Of Birth: _____ Place Of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
3101 Washington St #20	12/10	12/11	Bellvue ne		
		current			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
9-14	10-18	Delasco	Diana	402-630-3735
12-06	5-14	Designer Blinds	Closed	—

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: RB-0103036 Name on Certificate: Mari Bell

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Mari Bell	10/2018	State Alcohol certificate

*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

Mari K. Bell
Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of SARASOTA

The foregoing instrument was acknowledged before me this

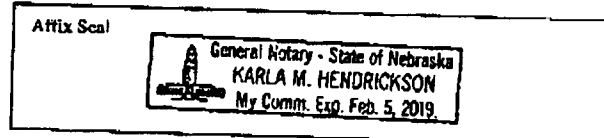
October 30, 2018
date

by

Mari K. Bell

NAME OF PERSON BEING ACKNOWLEDGED

Karla M. Hendrickson
Notary Public signature



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

RECEIVED

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OCT 3 2 10

LEASE

NEBRASKA LIQUOR
COMMISSION

This Lease Agreement, made and entered into as of the 15th day of October, 2018, by and between Dean J Jungers and Martha L Jungers, hereinafter called the Lessor, and Winston's Liquor & Tobacco, L.L.C. and Mari Kathryn Bell, hereinafter called the Lessee.

WITNESSETH: Applicant

1. PREMISES: In consideration of the rents and covenants to be paid and performed by the Lessee, the Lessor hereby demises and leases to the Lessee, that portion of the building described as Suite C in the premises known as 101 W Mission Avenue, Bellevue, Sarpy County, Nebraska, which contains approximately 800 square feet and is located as shown on the part of the building floor plan which is attached hereto, marked Exhibit "A" and incorporated herein by reference, all upon the terms and conditions hereinafter set out to be performed by the respective parties. Premise

2. QUIET ENJOYMENT: Lessor covenants and agrees that it has full right and authority to execute and perform this lease and all of its terms and agreements and grant the estate herein demised. The Lessor further agrees that the Lessee, paying the rents and keeping and performing its other obligations under this lease shall peaceably and quietly hold, occupy and enjoy these premises during said term without any interference, hindrance or molestation by said Lessor or any person lawfully claiming under it.

3. TERM AND RENTAL:

a) To have and to hold the premises described herein with all the appurtenances thereto for a term of one year, commencing upon the fifteenth (15th) day of October, 2018, and ending on the 14th day of October, 2019, and as rental for same, the Lessee agrees to pay the sum of Six thousand and no/100 dollars (\$ 6,000.00); said sum to be payable at the rate of Five hundred and 00/100 dollars (\$ 500.00) per month, payable in advance on the 15th day of each month, commencing October 15, 2018. Lessee shall have the option to extend this lease for two (2) additional years by giving written notice thereof prior to the expiration of this lease at the same rent. In the event that Lessee shall fail to pay said rent within ten (10) days from the due date, Lessee agrees to pay a \$25.00 late fee. Expiration

b) All rental payments herein reserved shall be paid at the office of the Lessor or at such other place as the Lessor may from time to time direct in writing.

c) Lessee shall be responsible for and make all timely payment of electric and gas utility bills for electricity and gas consumed in the use of the demised premises.

d) Lessor shall be responsible for payment of all real property taxes on the demised premises as well as water, sewer and trash for said building.

e) Lessee shall be responsible for removal of snow and ice from the sidewalk in front of said premises and entrance.

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f) Lessee shall pay a \$500.00 damage deposit at the signing of this lease with the first month's rent payment.

4. CASUALTY DAMAGE, REPAIRS AND ABATEMENT OF RENT:

a) In the event of partial damage or destruction of the demised premises, Lessee shall continue to utilize the premises for the operation of its business to the extent that it may be practical to do so from a standpoint of good business.

b) Either party hereto shall have the right to terminate this Lease, if the demised premises are damaged to an extent exceeding 2/3rds of the then reconstruction cost of such store building as a whole; provided that, in such an event such termination of this Lease shall be affected by written notice to that effect on the other party delivered within ten (10) days of the happening of such casualty causing the damage.

c) If the demised premises shall either prior to the beginning of or during the term hereof, be damaged or destroyed by fire or by other cause whatsoever beyond Lessee's control, Lessor, except as hereinafter otherwise provided, shall immediately upon receipt of insurance proceeds paid in connection with such casualty insurance, but in no event later than ten (10) days after such damage has occurred, proceed to repair or rebuild the same, including any additions or improvements made by Lessor or by Lessee with Lessor's consent, on the same plan and design as existed immediately before such damage or destruction occurred, subject to such delays as may be reasonably attributable to governmental restrictions or failure to obtain materials or labor, or other causes whether similar or dissimilar, beyond the controls of Lessor. Materials used in repairs shall be as nearly like original materials as may then be reasonable procured in regular channels of supply.

When a strike, act of God or case beyond the power of the party affected to control causes delay, a period of such delay so caused shall be added to the period limited in this Lease for the completion of period limited in this Lease for the completion of such work, reconstruction or replacement.

d) In the event Lessee continues to conduct his business during the making of repairs, the monthly rental will be equitably reduced in the proportion that the unusable part of the demised premises bears to the whole thereof. No rental shall be paid while the demised premises are wholly unoccupied pending the repair or casualty damage.

5. USE: The Lessee shall have the right to the operation of a retail store selling liquor, tobacco, soft drinks and any other use shall be with the consent of Lessor.

6. INDEMNITY: The Lessee agrees to indemnify and save harmless the Lessor from all damages, claims and demands arising out of the operation of the Lessee's business, its use of the leased premises or the acts of its employees, agents, patrons, and other

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invitees. Such indemnity shall not include such claims as arise out of the Lessor's breach of its obligation under this lease.

7. SIGNS OR DISPLAYS: No signs or displays may be erected and maintained by the Lessee without Lessor's prior written approval, which shall not be arbitrarily withheld. Lessee will cooperate with Luigi's for refitting and refacing of pole sign in front of premises.

8. WASTE: The Lessee agrees to occupy and use the leased premises in a careful, safe and lawful manner and will not commit or suffer any waste thereto.

9. The Lessee agrees, at its own expense, to comply with all governmental regulations involving the conduct of its business in the leased premises.

10. SURRENDER OF PREMISES: It is agreed that upon the termination of this lease, by whatever cause, the Lessee will surrender the premises to the Lessor in as good of condition as they were when occupancy was taken hereunder, natural wear and depreciation from reasonable use thereof and damage or destruction by fire and acts of God or public enemy or unavoidable casualty or obsolescence excepted.

11. PUBLIC LIABILITY INSURANCE: The Lessee shall secure and keep in force, public liability coverage with limits of \$100,000.00 for injury to any one person, \$300,000.00 for injuries resulting from any one accident and \$50,000.00 for damages to any property covering any liability Lessee may incur for damages, claims or demands arising out of the operation of the Lessee's business, its use of the leased premises or the acts of its employees, agents, patrons or other invitees.

12. FORFEITURE, BANKRUPTCY AND RE-ENTRY, OTHER LEGAL REMEDIES:

If the Lessee shall fail to promptly pay the rents hereunder or shall violate and fail to perform any of its obligations assumed in this lease, then after ten (10) days notice by the Lessor, the Lessee shall continue in failing to comply, to correct and remove such breach of this agreement or further, should a petition in bankruptcy be filed by the Lessee or should the Lessee be adjudged bankrupt or insolvent by any court or should a trustee or receiver in bankruptcy or receiver of any property of the Lessee be appointed in any suite or proceeding by or against the Lessee or should the demised premises become vacant or abandoned or should this lease by operation of law pass to any person other than the Lessee, or should the leasehold interest be levied on under execution, then and in any of such events the Lessor may, if the Lessor so desires, without demand of any kind or notice to the Lessee, or any other person at once declare this lease terminated, and the Lessor may re-enter said premises without any formal notice or demand and hold and enjoy the same thenceforth as if these presents had not been made, without prejudice, however, to any right of action or remedy of the Lessor in respect to any breach by the Lessee of any of the covenants herein contained. In case Lessor does not elect to take advantage of the right to terminate this lease conferred by the foregoing provision of this paragraph, the Lessor shall nevertheless have and Lessor is hereby expressly given the

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right to re-enter the said premises, with or without legal process, should any of the events hereinbefore specified take place or occur, and to remove the Lessee's signs and all property and effects of the Lessee or other occupants of said premises, and if the Lessor so desires, to relet the said premises or any part thereof upon such terms, and to such person or persons and for such period or periods as may seem fit to the Lessor, and in case of such reletting, the Lessee shall be liable to the Lessor for the difference between the rents and payments herein reserved and agreed upon for the residue of the entire stipulated term of this lease and the net rent for such residue of the term realized by the lessor by such reletting, such net rent to be determined by deducting from the entire rent received by Lessor from such reletting the expenses of recovering possession, reletting, altering and repairing said premises and collecting rent therefrom; and the Lessee hereby agrees to pay such deficiency each month as the same may accrue, the Lessee to pay to the Lessor within five (5) days after the expiration of each month during such residue of the term, the difference between the rent and payments for said month as fixed by this lease and the net amount realized by the Lessor from the premises during said month.

The same election provided for herein shall be available to the Lessor in the event the Lessee vacates or abandons the premises under this lease while in default or any of its obligations hereunder, commits waste and/or fails to discharge its repair obligations, so as to endanger the value of the building or premises. The Lessor may receive and collect any rent due without waiver of or effect on any judgment, lawsuit, service of summons or any other notice thereof, that may have occurred prior to such payment.

13. DIVISION OF WORK: Lessor shall, at Lessor's costs and expense, furnish and complete prior to the commencement date of this lease, all work and improvements as set forth in Exhibit "B", which is attached hereto and incorporated herein by reference. All other work to be completed by the Lessee. The Lessee must submit to the Lessor for Lessor's approval, specifications for the work to be done by the Lessee, describing the quality or workmanship, materials and decor. Any and all work and/or materials, including light fixtures which shall be incorporated into the building by the Lessee and performing its part of the work, shall be one and remain a part of the building and shall not be removed at the termination hereof.

14. HEIRS, SUCCESSORS AND ASSIGNS: Each and every obligation contained in this lease agreement shall be binding upon the respective parties, their heirs, legal representatives, successors or assigns.

15. SUBORDINATION: The Lessor reserves the right to subject and subordinate this lease at all times to the lien of any now existing mortgage or mortgages hereafter placed upon the Lessor's interest in the said premises and on the land and building of which the said leased premises are a part, or upon any building hereafter placed upon the land of which the leased premises forms a part. The Lessee covenants and agrees to execute and deliver upon the demand of the Lessor, its successors and assigns, such further

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instruments subordinating this lease to the lien of any such mortgage or mortgages. Provided, however, such mortgages shall recognize the validity and continuance of this lease in the event of a foreclosure or transfer of the Lessor's interest, as long as the Lessee shall not be in default under the terms of the lease.

16. NOTICES: Any written notice required hereunder shall be sufficient if given by certified mail, return receipt requested, addressed to the Lessor at P.O. Box 400, Bellevue, NE 68005, and to the Lessee at 101 W. Mission Avenue, Suite C, Bellevue, NE 68005. Either party may, by written notice actually delivered to the other, change the address in this section for any notices after that date, notwithstanding any other provision herein to the contrary.

17. CONSTRUCTION AND HEADING: This agreement is the joint effort of two parties hereto and is not to be construed against either party as having been prepared by such party.

The headings herof are intended as guides only and shall not be construed as having a legal effect.

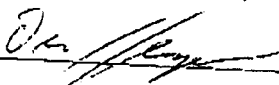
18. DEFINITIONS: The word "Lessor" whenever used herein shall be construed to mean Lessors jointly and severally in all cases where there is more than one Lessor and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals and men or women shall in all cases be assumed as though in each case, fully expressed.

19. AMENDMENTS: It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this lease agreement, and that no alterations, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this agreement. This provision shall not apply to notice changes under Section(s) 17 of this lease agreement, which are expressly excepted.

20. SEVERABILITY: This agreement shall be interpreted under the laws of the State of Nebraska and if any portion thereof shall be declared null and void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

21. This agreement, to be binding, shall be executed by all the parties and if a corporation, by its proper officers, duly empowered.

Dean J Jungers and Martha L Jungers,
Husband and Wife, Lessor,

By  Lessor

Mari Kathryn Bell Lessee

Winston's Liquor & Tobacco, L.L.C.,

By 
Managing Member

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EXHIBIT "B"

Description of Work:

Lessor:

Premises leased "as is".

Business Plan: Winston's Liquor & Tobacco

To make Winston's Liquor & Tobacco a successful establishment. And within 2 years open another establishment in the Omaha surrounding area.

Harri K Bell

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	November 26, 2018	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CMS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to amend Sections 5.20 and 5.21 of the Bellevue Zoning Ordinance regarding permitted uses in the BN and BNH zoning districts. Applicant: City of Bellevue.

SYNOPSIS:

The proposed amendment will add "General Office Uses" as a permitted use in the BN and BNH zoning districts.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval to this Zoning Ordinance text amendment.

BACKGROUND:

The BN and BNH zoning districts currently allow a number of professional, office type uses as permitted uses in the districts. Realizing that the Zoning Ordinance cannot address every use of this type, we are proposing that the permitted uses in these districts be amended to include "General Office Uses". In order to minimize the impact on surrounding neighborhoods, uses are limited to 7,500 square feet in the BN zoning district and 15,000 square feet in the BNH zoning district. The other business districts contain similar generic text to allow a variety of office uses.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance

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SIGNATURES:

ADMINISTRATOR APPROVAL:

[Signature]

FINANCE APPROVAL:

[Signature]

LEGAL APPROVAL:

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 10, 2018

REQUEST: to amend Sections 5.20 and 5.21, City of Bellevue Zoning Ordinance, regarding permitted uses in the BN and BNH Zoning Districts.

On November 15, 2018, the City of Bellevue Planning Commission voted four yes, one no, zero abstained, and four absent to recommend:

APPROVAL of the amendment to Sections 5.20 and 5.21, City of Bellevue Zoning Ordinance, regarding permitted uses with the suggested revision to change the language to General Office Uses.

VOTE:

Yes:	Four:	No:	One:	Abstain:	Zero:	Absent:	Four:
	Casey		Smith				Perrin
	Baumgartner						Cain
	Jacobson						Ackley
	Cutsforth						Ritz

Planning Commission Hearing (s) was held on: November 15, 2018

To: City Council
From: Tammi Palm, Land Use Planner
Date: November 8, 2018
Subject: Amendment to Sections 5.20 and 5.21 regarding permitted uses

The BN and BNH zoning districts allow for retail and service stores and offices. The intent of these zones is to provide for limited commercial uses which service the needs of the immediate vicinity.

The BG zoning district has language which allows “general office buildings of one or more professional persons engaged in activities which generate a limited amount of contact with the general public, including offices for lawyers, accountants, architects, planners, engineers, and similar professions.” Staff believes similar language would be helpful for the purpose of providing clarification as to the permitted uses in the BN and BNH zoning districts.

As such, staff is recommending the following amendment to Sections 5.20 and 5.21:

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 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 preparation 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 goods store.
- R) Florist shop.
- S) Frame shop.
- T) Furniture (specialty) shops.
- U) Garden supply, commercial greenhouses, nursery stock sales yards.
- V) General office uses.
- 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 two practitioners in any one building.
- 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.

(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.

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. Child care 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 loud speaker 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.
- 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, wallpaper, 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.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the proposed amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment to Sections 5.20 and 5.21, with the suggested revision of the language "General Office Uses."

ORDINANCE NO. 3924

AN ORDINANCE TO AMEND SECTIONS 5.20 AND 5.21, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO PERMITTED USES IN THE BN NEIGHBORHOOD BUSINESS DISTRICT AND BNH HEAVY NEIGHBORHOOD BUSINESS DISTRICT; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 5.20 of Ordinance No. 3619 hereby amended to read as follows:

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 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.
 - 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 two practitioners in any one building.
 - 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.

(Ord. No. 3662, Jan. 9, 2012)

- 2. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
- 3. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.

5.20.03 Conditional Uses:

- 1. Churches, synagogues, chapels, and similar places of religious worship and instruction when located in a business building or on the same lot as a business building.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Governmental services – Administrative Facilities.

5.20.04 Permitted Accessory Uses:

- 1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.

5.20.05 Space Limits:

- 1. Minimum lot area: 7,500 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum height of building: 25 feet.
- 4. Minimum front yard: 25 feet.
- 5. Minimum rear yard: 20 feet.
- 6. Minimum side yard: 10 feet, when abutting a lot in use as a residence. None, when abutting business districts.
- 7. Minimum side yard on street side of corner: 25 feet. The 20 feet of a required corner side yard adjacent to the building may be used for the parking of automobiles.
- 8. Maximum gross floor area ratio: 0.7.
- 9. Maximum ground coverage: 70 percent.

5.20.06 Miscellaneous Provisions:

- 1. Off-street parking and loading shall be provided for all uses established in this zone.
- 2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
- 3. All signage shall be in conformance with Article 7.
- 4. All buildings shall conform to building design regulations in Section 8.11.
- 5. All landscaping shall conform with Article 9.

Section 2. That Section 5.21 of Ordinance No. 3619 hereby amended to read as follows:

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. Child care 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 loud speaker 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.
- 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 transmissions lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
- 3. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.

5.21.03 Conditional Uses:

- 1. Churches, synagogues, chapels, and similar places of religious worship and instruction when located in a business building or on the same lot as a business building.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Governmental services – Administrative Facilities.

5.21.04 Permitted Accessory Uses:

- 1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.

5.21.05 Space Limits:

- 1. Minimum lot area: 7,500 square feet.
- 2. Minimum width 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 ration: 0.7.
- 9. Maximum ground coverage: 70 percent.

5.21.06 Miscellaneous Provisions;

- 1. Off-street parking and loading shall be provided for all uses established in this zone.
- 2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
- 3. All signage shall be in conformance with Article 7.
- 4. All buildings shall conform to building design regulations in Section 8.11
- 5. All landscaping shall conform with Article 9.

Section 3. That Sections 5.20 and 5.21 of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

ADOPTEd by the Mayor and City Council this _____ day of _____, 2019.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

8a
~~11-13-18~~
11.26.18

COUNCIL MEETING DATE:	October 8, 2018	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CS</i>		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input checked="" type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Request to rezone Tax Lot 1, except right-of-way, Section 7, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, from AG to BN for the purpose of a business office. Applicant: Matt Ricchini. Location: 4803 Capehart Road.

SYNOPSIS:

Matt Ricchini is requesting a change of zone from AG to BN in order to use the existing house on this site as an office for his insurance business.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended denial of this change of zone request.

BACKGROUND:

Matt Ricchini is requesting a change of zone from AG to BN Neighborhood Business for the lot located at 4803 Capehart Road. There is currently a single family residence on the lot; Mr. Ricchini wants to utilize the existing structure as an insurance office. This request is not in conformance with the Future Land Use Map of the Comprehensive Plan and there is no other commercial zoning in this area of Capehart Road; staff believes approval of this request would be an illegal "spot zone". Staff is also concerned about future access to this site in the event improvements are made to the intersection of 48th Street and Capehart Road. Such improvements could reduce or eliminate access to the site from 48th Street. There is an access easement to this lot from the west through the Falcon Pointe subdivision, but it is not desirable to have a commercial access through a residential development. Additionally, once the zoning is changed it will stay with the land (unless changed again by Council) and when Mr. Ricchini vacates the property it could be used for any number of commercial uses allowed in the BN zoning district.

ATTACHMENTS:

1 PC recommendation

2 Planning Department staff report

3 Proposed Ordinance

4

5

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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Signature]
n/a
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Matt Ricchini

LOCATION: 4803 Capehart Road

CASE #: Z-1808-04

CITY COUNCIL HEARING DATE: October 22, 2018

REQUEST: to rezone Tax Lot 1, except right-of-way, located in the Northeast $\frac{1}{4}$ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to BN for the purpose of a business office.

On September 20, 2018, the City of Bellevue Planning Commission voted six yes, zero no, zero abstained, and two absent to recommend:

DENIAL based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Perrin						Baumgartner
	Cain						Smith
	Jacobson						
	Ackley						
	Casey						

Planning Commission Hearing (s) was held on: September 20, 2018

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1808-04

FOR HEARING OF:

REPORT #1: September 20, 2018

REPROT #2: October 22, 2018

I. GENERAL INFORMATION

A. APPLICANT:

Matt Ricchini
2211 Capehart Road
Suite 106
Bellevue, NE 68123

B. PROPERTY OWNER:

Kevin and Cheryl Mills
4803 Capehart Road
Papillion, NE 68133

C. LOCATION:

4803 Capehart Road

D. LEGAL DESCRIPTION:

Tax Lot 1, Except Right-of-Way, located in the Northeast $\frac{1}{4}$ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone Tax Lot 1, Except Right-of-Way, from AG to BN.

F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning for a business office.

H. SIZE OF SITE:

The site is approximately .91 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a single family residence constructed in 1991 and a 1,200 square foot pole building.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Vacant/Agricultural, AG
2. **East:** Vacant (newly platted Belle Lago subdivision), RG-28
3. **South:** Vacant (newly platted Falcon Pointe subdivision), RS-72
4. **West:** Vacant (newly platted Falcon Pointe subdivision), RS-72

C. REVELANT CASE HISTORY:

1. On September 20, 2018, the Planning Commission recommended denial of a request to rezone Tax Lot 1, except right-of-way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to BN for the purpose of a business office.

D. APPLICABLE REGULATIONS:

Section 5.20, Zoning Ordinance, regarding BN uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this area.
2. The property has access from a private drive off of South 48th Street.

D. UTILITIES:

With the residential development happening adjacent to this property, all utilities will be available to serve the area.

E. ANALYSIS:

1. Matt Ricchini has submitted a request to rezone Tax Lot 1, except right-of-way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to BN for the purpose of a business office.
2. This property is presently a non-conforming Agricultural zoned lot. The property is less than one acre, while the minimum lot size for AG lots is 20 acres.
3. The applicant has indicated he would like to operate his State Farm Insurance business on the property. He intends to use the existing single family residence for this purpose if the requested change of zone is approved.
4. The intent of the BN district is to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity.
5. The area immediately south of the Capehart Road and 48th Street intersection is being developed residentially. In the past year, approximately 140 acres adjacent to this property have been platted as residential properties and are in the process of being developed. There have been 280 single family residential lots platted, as well as one multi-family residential lot.
6. This property has access from S. 48th Street. Due to controlled access along Capehart Road, this property will not have access to Capehart Road in the future. It is also safe to assume at some point in the future, improvements will need to be made to 48th Street as well which will limit the full access this property currently has. An access easement was provided for on the adjacent Outlot A, Falcon Pointe, for the purpose of this property taking access through the Falcon Pointe subdivision in the future.
7. The Future Land Use Map of the Comprehensive Plan identifies this area as medium density residential. With the residential development presently occurring adjacent to this property, there will not be other commercial properties along the south side of Capehart Road at 48th Street. Subsequently, staff views the rezoning of this small parcel as spot zoning and not suitable for the area.

Short term, the proposed use could work with the surrounding residential development; however, long range planning suggests spot zoning this parcel as commercial is not appropriate. The zoning will run with the land, and remain after the applicant moves on from the property. Once the insurance office has closed,

this small lot will not likely be desirable for commercial businesses. This will be due to the residential nature of the area, as well as the likely future restricted access.

There are several large properties near 36th Street and Capehart Road which are zoned commercially and remain undeveloped. As such, staff believes this will be the future commercial center which services the area.

8. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Springfield Platteview 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.

Mike Christensen, Chief Building Official, commented a change of occupancy from residential to commercial will require the entire building to be brought into code compliance with the new occupancy. This would include ADA compliance.

No other comments were received in this case.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

DENIAL based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments.

V. PLANNING COMMISSION RECOMMENDATION

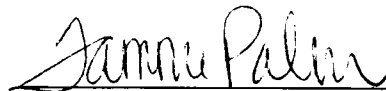
DENIAL based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter received August 15, 2018

VII. COPIES OF REPORT TO:

1. Matt Ricchini
2. Kevin and Cheryl Mills
3. Public Upon Request



Prepared by:

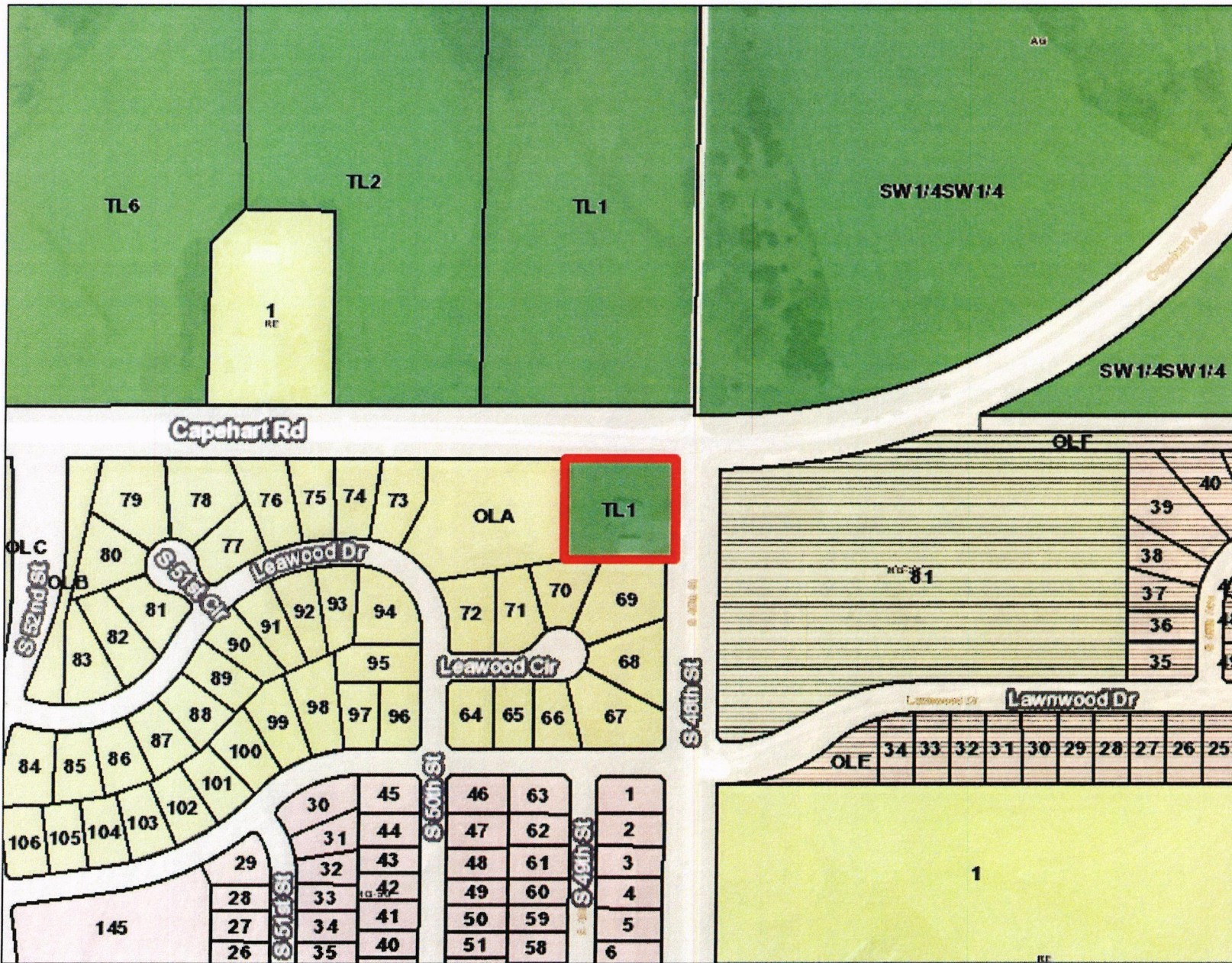


Planning Director

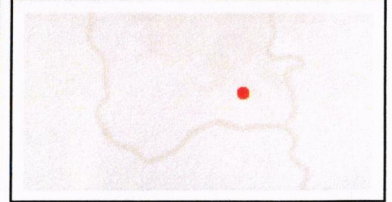
10/2/18

Date of Report

Zoning Map 4803 Capehart Road



Location



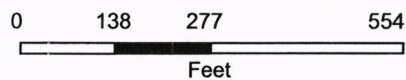
Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



1:3,321



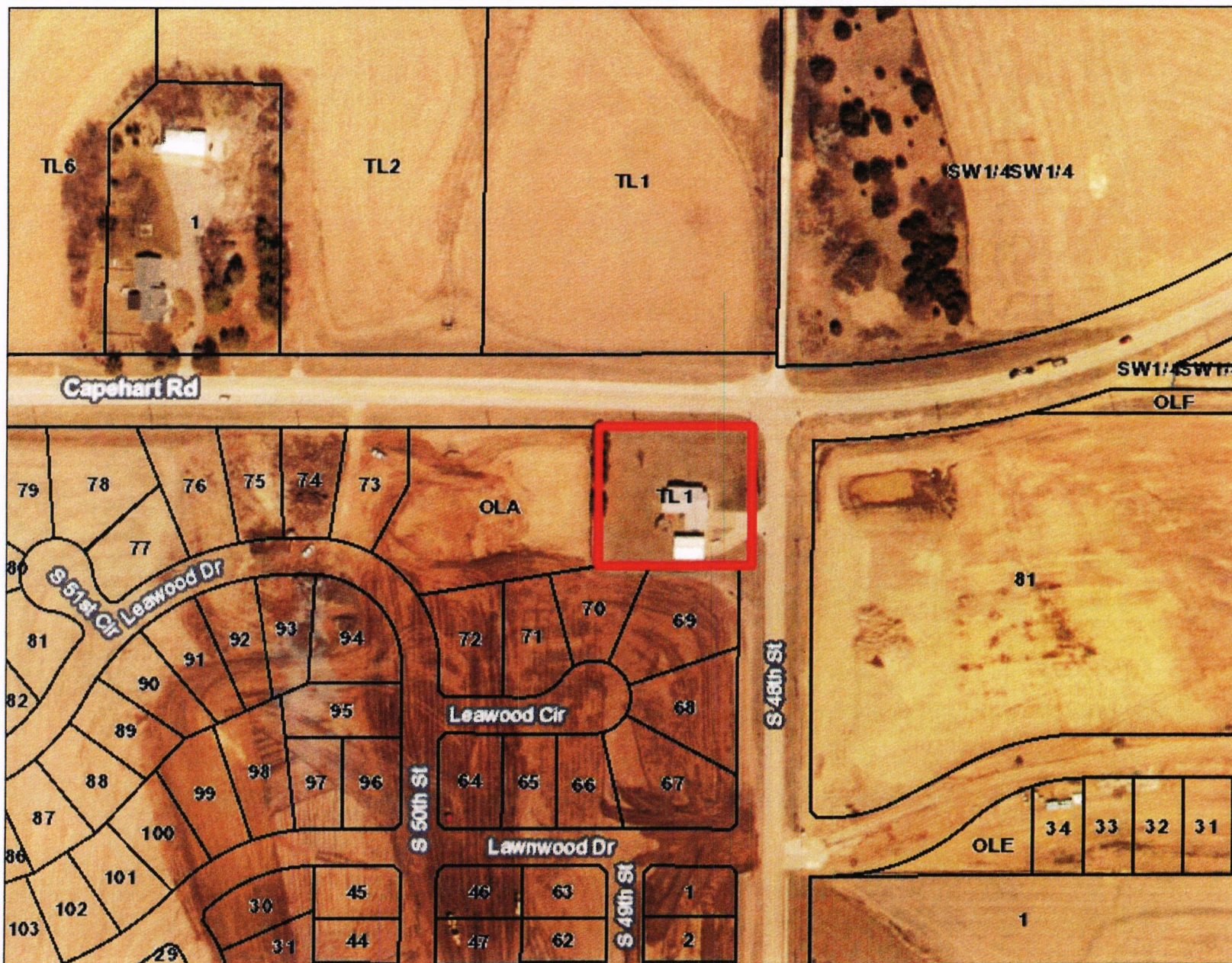
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS

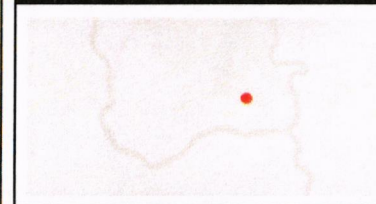


1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

4803 Capehart Road



Location



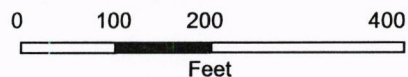
Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



1: 2,400



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

Sarpy County GIS



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

Matt Ricchini, Agent RICP
2211 Capehart Rd. Suite 106
Bellevue, NE 68123
Bus. 402-292-1900
Fax 402-292-1901
matt.ricchini.qwn2@statefarm.com



August 15, 2018

To: Bellevue Planning Dept.

Re: Written justification of the zoning change

Dear members of the Bellevue Planning Department,

I am asking to have this location rezoned to business use so I can make productive use of the land in the operation of my State Farm Insurance Business. The use of a residential property for a State Farm office has been done in many other cities across the county and has even been done in the past by one of my predecessors, Bob Dragos.

This is a good change of use, as the use for State Farm business does not present a significant change of traffic, modifications to the building, or use that normally comes with an increase in trash, odors, or deliveries trucks bringing goods or inventories. As a member of this business community for the last 13 years, I intend to run my business for the next twenty years and I'd like to keep the business in Bellevue. This location allows me to address my long term goals without disrupting what will be a residential neighborhood.

I would be happy to field any questions or concerns. I can be reached on my personal cell phone at 402-660-2430.

Matt Ricchini
State Farm Agent/Owner

RECEIVED

AUG 15 2018

PLANNING DEPT

Sabrina Ohnmacht

1 Hem
7a 8a

From: Matt Ricchini <matt.ricchini.qwn2@statefarm.com>
Sent: Thursday, October 18, 2018 10:22 AM
To: Sabrina Ohnmacht
Cc: Matt Ricchini
Subject: Will you please add this to Monday night City Council Packet?

Below is information from the Sarpy County Roads department regarding information about access to 4803 Capehart Road. This is information I believe the City Council Members need to know.

From: "Pat Dowse" <pdowse@sarpy.com<<mailto:pdowse@sarpy.com>>>
Date: Tue, Oct 2, 2018 at 7:16 PM -0500
Subject: Re: 4803 Capehart Road rezoning: Information requested
To: "Brian Zuger" <bzuger@sarpy.com<<mailto:bzuger@sarpy.com>>>

Brian,

After taking a cursory review of the property in question, it would be difficult to say at this time if and/or when the County would need or require the 48th access to change in location and/or be reduced to less than full access, as it currently unclear if 48th Street will ever be upgraded in classification from a Collector road to an Arterial road, or what the ultimate configuration of either Capehart Road or 48th Street will be in the vicinity of the of the property in question.

As it would appear the only public access to this property is currently off of 48th Street, if the access needs to be modified or moved to better accommodate traffic movements or potential stacking out onto 48th Street and/or Capehart Road, the access may need to be moved south, and/or the access may then need to be reduced to right-in/right-out via a channelized median along 48th Street. A traffic study of the proposed redevelopment should be conducted as to ensure stacking out into 48th Street and potentially Capehart Road is either mitigated or eliminated, or that potential uses of the property are limited to only low traffic generators.

Again, not knowing all the details of Bellevue's Master Plan and/or Transportation Plan, nor what specific traffic impacts would be expected due to redevelopment of the property in question, it would be fairly difficult to nail down the extents of any needed access and/or corridor modifications at this time.

Please feel free to let me know if you have any questions. Have a good evening.

Thanks,
Patrick M. Dowse, P.E.
Chief Deputy Engineer
Sarpy County Public Works
15100 South 84th Street
Papillion, NE 68046-4627

402-537-6900 Office
402-537-6917 Direct
402-885-1590 Mobile
402-537-6955 Fax
pdowse@sarpy.com<<mailto:pdowse@sarpy.com>>

From: Brian Zuger
Sent: Thursday, September 27, 2018 2:00 PM
To: Bruce Fountain <bfountain@sarpy.com>; Donna Lynam <dlynam@sarpy.com>
Subject: FW: 4803 Capehart Road rezoning: Information requested

Bruce & Donna

Matt reached out to me with some questions...

Can the three of us discuss this next week when you are back.

Thanks

Brian Zuger

Sent from Mail<<https://go.microsoft.com/fwlink/?LinkId=550986>> for Windows 10

From: Matt Ricchini<matt.ricchini.qwn2@statefarm.com>

Sent: Tuesday, September 18, 2018 3:53 PM

To: Brian Zuger<<mailto:bzuger@sarpy.com>>

Subject: 4803 Capehart Road rezoning: Information requested

Brian,

I'm currently in the application process to rezone 4803 Capehart so I can run my State Farm office from that location.

In the recommendation report, it says that the County Planning Department was sent my application but no comments were received.

Since the roads are currently county roads I would like to know how the county roads dept. would handle an improvement project at that intersection.

If they would cut off access from 48th street and require the use of an access road along out lot A, I will not continue with the purchase of this property.

I'd like to know the likelihood of this potential situation. Since the county has jurisdiction over the roads decision and I'm dealing with Bellevue's Planning Department, I'd love to have the county speak as to their plans/intentions if it came down to a road project there. Your assistance in helping me get more information is appreciated. I'd really like to own this place, but not if it's going to require access from the neighborhood behind it in 10 years or so.

Matthew Ricchini, Agent RICP®
Retirement Income Certified Professional®
Providing Insurance and Financial Services

2211 Capehart Road Suite 106
Bellevue, Ne 68123
Bus 402.292.1900 Fax 402.292.1901

Matt@TeamRicchini.com
NMLS MLO# 307938 | Nebraska MLO# 307938 | State Farm Bank NMLS# 139716

9a
8a

Sabrina Ohnmacht

From: info@carolblood.com
Sent: Monday, October 22, 2018 3:13 PM
To: Web Info; Sabrina Ohnmacht
Subject: New contact request from bellevue.net

Name: Carol Blood
Email: info@carolblood.com
Phone: 4025171446

Message: To the Bellevue City Council and Mayor Sanders:

I ask that you include my email in the record for tonight's hearing/2nd reading in reference to the potential rezoning of property for Matt Ricchini. I support his request for a zoning change.

I have known Matt for well over a decade and have been very impressed with his support of the Bellevue community. Although Matt does not live in Bellevue, he chose to bring his business to our community. From the moment he opened his doors, he became active in a long list of activities, including giving financial support to a long list of area causes. Although I am not usually a fan of overriding the Planning Commission, I am a fan of trying to accommodate successful area businesses who want only to keep their name local and not move to another community that might prove to be more accommodating. Matt Ricchini is exactly the type of business man we want to keep in our community. It is my hope that you will consider approving or finding an alternative option to do that very thing. We don't need more businesses leaving Bellevue for reasons we should be able to resolve. Thank you in advance for any consideration.

ORDINANCE NO. 3916

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 4803 CAPEHART ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Tax Lot1, Exc ROW, located in the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) to BN (Neighborhood Business District)

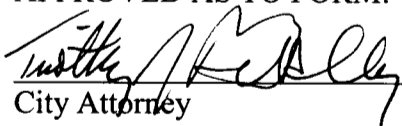
(Matt Ricchini)

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2018.

APPROVED AS TO FORM:


City Attorney

ATTEST

City Clerk

Mayor

First Reading: 10-8-18
Second Reading: 10-22-18
Third Reading: 11-13-18

1

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11.26.18

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2018 ("Effective Date"), by and between THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation (hereinafter referred to as the "City"), and MATTHEW RICCHINI or an entity formed by Matthew Ricchini, (hereinafter referred to as "Developer").

RECITALS:

A. The Developer is or will be the lawful owner of the following described real property located in Sarpy County, Nebraska, to-wit:

Tax Lot 1, except right of way in Section 7, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska (the "Property")

B. The Developer has made application to rezone the Property from Agricultural AG to Neighborhood Business BN, and the City has approved of such rezoning by Ordinance No. _____ on _____, 2018, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Permitted; Conditional and Special Uses. The Property may be used or developed only for general office use, a Permitted Use promulgated under Section 5.20.02 of the City of Bellevue Zoning Ordinance, and no other uses.

Section 2. Trail Construction. Prior to the issuance of a certificate of occupancy, Developer shall install an 8' trail along the east boundary abutting 48th Street in accordance with the exact locations and specifications to be approved in writing by City's Public Works Department.

Section 3. ADA and Other Site Requirements. The Property shall not be utilized or occupied until the Property is brought into code compliance with the new occupancy which shall include, but not be limited to, American Disabilities Act ("ADA") requirements as follows:

- At least one accessible building entrance

- At least one accessible route from an accessible building entrance to primary function areas
- Signage complying with Section 1110 or the International Building Code i.e. parking spaces, loading zones, accessible entrances where not all entrances are accessible, restroom
- Accessible parking, where parking is provided
- At least one accessible passenger loading zone, when loading zones are provided
- At least one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance
- At least one unisex restroom

Section 4. Easement. The easement shown on the Falcon Pointe subdivision plat to the Property shall not be modified by the Developer without the written consent of City. Said easement shall be recorded as noted on the plat. In the event that the access on 48th Street is eliminated, any improvements necessary for the easement shall be at the Developer's expense.

Section 5. Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally, or by telephone facsimile (provided that such Notice is confirmed by delivering an original copy of such Notice on the same day to a nationally recognized overnight courier for delivery to the addressee(s) on the next business day), by nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. Notices shall be effective upon receipt if delivered personally or by telephone facsimile, or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed; provided notices delivered by telephone facsimile shall also be sent by overnight courier or United States certified mail, return receipt requested. The initial addresses of the parties shall be:

To Developer: Matt Ricchini or Ricchini Entity

To City: City of Bellevue Planning Department
Attn: City Planning Director
1510 Wall Street
Bellevue, Nebraska 68005

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

Section 6. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

Section 7. Amendments. This Agreement may be amended, modified or supplemented in writing by the City and the Developer.

Section 8. Successors and Assigns. This Agreement shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

Section 9. Recordable Agreement. This Agreement shall be indexed and recorded in the Office of the Sarpy County Register of Deeds. Recording fees shall be paid by Developer.

Section 10. Nondiscrimination. Neither the City nor the Developer shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of face, color, sex, age, political or religious opinions or affiliations, national origin or disability.

Section 11. Default. If Developer is in default of this Agreement, in addition to any other remedies available to the City, the City may revert the zoning back to Agricultural AG and Developer shall not object, oppose or appeal the City's action to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE, NEBRASKA
a municipal corporation of the first class

City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

Attorney for City of Bellevue

By: _____
Matthew Ricchini

APPROVED AS TO FORM:

Attorney for Developer

Sabrina Ohnmacht

From: Matt Ricchini <matt.ricchini.qwn2@statefarm.com>
Sent: Wednesday, November 21, 2018 11:11 AM
To: Patrick Sullivan
Cc: Chris Shewchuk; Tammi Palm; Sabrina Ohnmacht; johnfhansen2597@gmail.com; Paul Cook; Don Preister; Jim Moudry; Thomas Burns; Matt Ricchini; Lisa Ricchini (ricchini@cox.net); Pat Shannon
Subject: RE: Development Agreement for rezoning application for Matt Ricchini
Attachments: [EXTERNAL] Development Agreement

Patrick,

In answer to your question about purchasing of the property at 4803 Capehart, I will be making the purchase in the name of an LLC that is to be created for the sole purpose of the purchase. It has yet to be named.

As far as the agreement document goes, I appreciate your duty to serve the City of Bellevue and believe that you have written a wonderful agreement, but for a developer.

Since I am not a developer I do not see how all of its content is fitting for me. I've requested rezoning not to be considered as a developer. Some of the items in the agreement that are not practical to me include the following:

- Section 10: Discrimination laws rule me as a citizen/business owner and they don't belong in a rezoning agreement.
- Section 11 is very aggressive in not only allowing the city to penalize me with the word "remedy" it states "in addition to ANY OTHER remedy" that the city could undo the zoning change. This clause makes it so this property is always at risk of being changed back to AG. This is too extreme for my comfort level.
- Section 4: Chris Shewchuk told me twice that paving an easement road would not be my future responsibility.

Perhaps the wording around these matters is "boiler plate" documentation. If you can visit changing the document I will certainly consider modifications.

If you are obligated by your duty to the city, I totally understand. I will seek approval of the rezoning without this agreement if the council is open to that.



Matthew Ricchini, Agent RICP®
Retirement Income Certified Professional®
Providing Insurance and Financial Services

2211 Capehart Road Suite 106
Bellevue, Ne 68123
Bus 402.292.1900 Fax 402.292.1901

Matt@TeamRicchini.com

NMLS MLO# 307938 | Nebraska MLO# 307938 | State Farm Bank NMLS# 139716



Write a Review or Find us on social media!

Content of this e-mail and any attachments is confidential and should not be disclosed without express written authorization.

From: Patrick Sullivan [mailto:sullivan@adamsandsullivan.com]
Sent: Tuesday, November 20, 2018 5:19 PM
To: Matt Ricchini <matt.ricchini.qwn2@statefarm.com>
Cc: Chris Shewchuk <Chris.Shewchuk@bellevue.net> (Chris.Shewchuk@bellevue.net) <Chris.Shewchuk@bellevue.net>; 'tammi.palm@bellevue.net' <tammi.palm@bellevue.net>
Subject: [EXTERNAL] RE: Development Agreement

You can make that plea to the council but I cannot make that recommendation as I believe that Bellevue would be a likely participant in the road project and I cannot create potential damages for parties due to this being changed to a commercial use. The council may feel differently.

Patrick J. Sullivan
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843
(402) 339-9550

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From: Matt Ricchini <matt.ricchini.qwn2@statefarm.com>
Sent: Tuesday, November 20, 2018 5:05 PM
To: Patrick Sullivan <sullivan@adamsandsullivan.com>
Subject: RE: Development Agreement

Pat, Section 4: I'd rather not commit to that if the county is making the change and they are obligated to pay it. Can we remove that wording?



Matthew Ricchini, Agent RICP®
Retirement Income Certified Professional®
Providing Insurance and Financial Services

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Bellevue, Ne 68123
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Matt@TeamRicchini.com
NMLS MLO# 307938 | Nebraska MLO# 307938 | State Farm Bank NMLS# 139716



Write a Review or Find us on social media!

[Write a Review](#) or [Find us on social media!](#)

From: Patrick Sullivan [<mailto:sullivan@adamsandsullivan.com>]

Sent: Tuesday, November 20, 2018 4:17 PM

To: matt@teamricchini.com

Subject: [EXTERNAL] Development Agreement

Matt:

Attached is the draft of the Development Agreement. I will need to know how you will be taking title. Please let me know your thoughts. I will be putting it in the packet for the meeting by noon tomorrow. It can always be amended after that and then just done at the meeting.

Patrick J. Sullivan
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843
(402) 339-9550

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	October 22, 2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Patrick J. Sullivan City Attorney		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input checked="" type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Sale of City surplus property in Whispering Timbers

SYNOPSIS:

Selling City real estate must be done by Ordinance with a right of remonstrance

FISCAL IMPACT:

\$10,000 of revenue less legal expenses

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approve

BACKGROUND:

Todd and Toni Santoro live at 1606 Camp Gifford Road and desire to preserve a large area of City owned property behind their home. in the deed, City will preserve a number of rights so that if the City needs to go back at some time it will not have to buy the rights.

ATTACHMENTS:

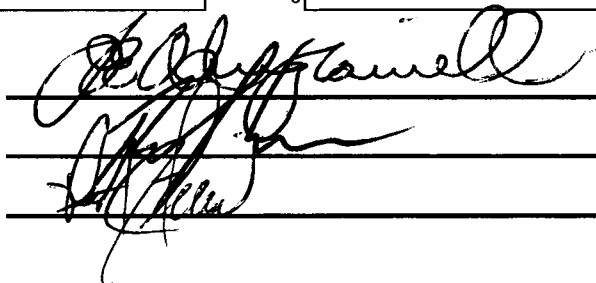
1	Ordinance	4	
2	Purchase Agreement	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



PURCHASE AGREEMENT

9.30, 2018

The undersigned, hereinafter referred to as "Buyer", agrees to purchase the property described as follows:

1. Legal Description:

*LOTS 103A AND 103B, WHISPERING TIMBER ESTATES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA
AND
LOTS 6, 8A2A, PART OF LOT 7B, PART OF LOT 8 EXCEPT THE SOUTH 155' & PART OF LOT 10B1 EXCEPT THE SOUTH 30' AND PART OF LOT 2A1, ALL IN FAIR HILL ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA*

2. Conveyance: Seller agrees to convey title to property to Buyer or its nominee by Quitclaim Deed only, subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew utilities and sewers now existing therein and in the future to construct, maintain, repair and renew additional or other utilities and sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair or renew and operate now or hereafter installed water mains and gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered or desired by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including, but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

3. Assessments: Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed.

4. Purchase Price: Buyer agrees to pay the sum of Ten Thousand (\$10,000.00) Dollars upon the following terms: One Thousand (\$1,000.00) Dollars as an earnest deposit, deposited herewith as evidenced by the receipt attached below and executed by the Seller or agent for Seller. In the event this offer is not accepted by the Seller within the time specified, the deposit shall be refunded. In the event of refusal or failure of the Buyers to consummate the purchase, the Seller may retain the deposit as liquidated damages for failure to carry out the agreement of sale. Balance of Nine Thousand (\$9,000.00) Dollars to be paid in cash, or by certified or cashiers check, at the time of delivery of deed.

5. **Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all prior year's taxes, interest and other charges, if any, will be paid by Seller.

6. **Title Insurance:** Buyer shall obtain a current title insurance commitment as soon as possible after the acceptance of this agreement. If title defects are found, Seller shall have no obligation but may cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Buyer's only remedy is to rescind this agreement and the deposit shall be refunded. The cost of the title insurance policy shall be paid by Buyer.

7. **Closing:** Closing shall take place upon satisfaction of the conditions of this agreement regarding condition of the title and the passage and publication of the Ordinance authorizing the sale and the failure of remonstrance provided by law. In the event such conditions are not satisfied within 120 days of acceptance of this agreement, unless such time period is extended by the agreement of the parties or unless such conditions are waived in writing by the city, this agreement shall be null and void and the earnest money will be returned to the Buyer. In the event that Seller fails to fulfill its obligations contemplated by this agreement resulting in the failure to close on the purchase of the property, Buyer acknowledges that Buyer's sole and exclusive remedy for such failure of the Seller is the return of the earnest money deposit to the Buyer. Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent, and Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

8. **State Documentary Tax:** This transaction will be exempt from State Documentary tax.

9. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide its own hazard insurance as of the date of closing.

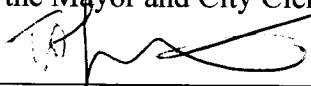
10. **Condition of Property:** Property is being sold "as is", with no representation or warranties, expressed or implied, by the Seller with respect to health, safety or environmental conditions. Buyer represents that he has had the opportunity to examine said property and that his decision to purchase the property is based upon his own examination and not upon any representation of the Seller or any of the Seller's agents.

11. **Broker:** Seller and Buyer agree and acknowledge that Seller has no broker or agent to act on its behalf with regard to this transaction. Seller and Buyer further agree and acknowledge that Buyer has no broker or agent to act on their behalf.

12. **Council Approval:** This agreement is subject to the passage and publication of an ordinance by the City Council of the City of Bellevue and publication of notice of sale and

right of remonstrance as provided by §16-202 Nebraska Revised Statutes.

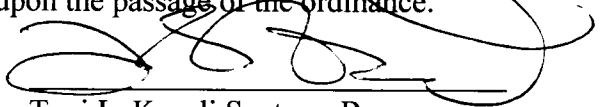
13. Expiration: This offer shall be deemed irrevocable upon the execution of same by the Mayor and City Clerk of the City of Bellevue and upon the passage of the ordinance.



Todd A. Santoro, Buyer

Address: 1606 Camp Gifford Road
Bellevue, NE 68005

Telephone: (402) 505-4956



Toni L. Kavali Santoro, Buyer

RECEIPT

Received From:

The Buyers, Todd A. Santoro and Toni L. Kavali Santoro, the sum of One Thousand (\$1,000.00) Dollars by check to apply to the purchase price of the Property on terms and conditions as stated, this receipt is not an acceptance of the above offer to purchase.

Seller (or Seller's Agent)

ACCEPTANCE

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

CITY OF BELLEVUE, SELLER

Rita Sanders, Mayor

City Clerk

Address: 1500 Wall Street
Bellevue, NE 68005

Telephone: (402) 293-3021



ORDINANCE NO. 3918

AN ORDINANCE PROVIDING FOR THE SALE OF CERTAIN REAL ESTATE, SAME BEING DESCRIBED IN SECTION 1 OF THIS ORDINANCE; DIRECTING THE CONVEYANCE OF SUCH REAL ESTATE, AND THE MANNER AND TERMS THEREOF, AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. The City is the owner of certain real property, which is by this ordinance declared surplus. The legal description of the real property is as follows:

*LOTS 103A AND 103B, WHISPERING TIMBER ESTATES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA
AND
LOTS 6, 8A2A, PART OF LOT 7B, PART OF LOT 8 EXCEPT THE SOUTH 155' & PART OF LOT 10B1 EXCEPT THE SOUTH 30' AND PART OF LOT 2A1, ALL IN FAIR HILL ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA*

Section 2. The City has received a purchase agreement regarding the property from Todd A. Santoro and Toni L. Kavali Santoro, proposing to purchase said property for Ten Thousand and No/100 Dollars (\$10,000.00). A copy of the purchase agreement is attached hereto and by this reference incorporated herein.

Section 3. That on the ____ day of _____ 2018, the City Council of Bellevue conducted a regularly scheduled public hearing at which it considered the offer.

Section 4. That said land shall be sold to Todd A. Santoro and Toni L. Kavali Santoro, or their assigns pursuant to the terms and conditions contained in the attached purchase agreement, subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew utilities and sewers now existing therein and in the future to construct, maintain, repair and renew additional or other utilities and sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair or renew and operate now or hereafter installed water mains and gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered or desired by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including, but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

Section 5. This Ordinance shall become effective upon passage and publication according to law, and upon failure of remonstrance, the cash price shall be paid and the City shall execute and deliver a quitclaim deed to Todd A. Santoro and Toni L. Kavali Santoro, or their assigns, according to the terms of the purchase agreement.

PASSED AND ADOPTED this ____ day of _____ 2018.

ATTEST: CITY OF BELLEVUE, NEBRASKA

1 Sabrina Ohnmacht, City Clerk Rita Sanders, Mayor
2
3 APPROVED AS TO FORM:
4
5
6 _____
7 Patrick J. Sullivan, City Attorney
8 1st Reading: 10.22.18
9 2nd Reading: 11.13.18
10 3rd Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	November 13, 2018	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CWS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to rezone Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BN-PCO and BNH-PCO to BG-PCO for the purpose of commercial development. Applicant: Charv's Contracting. General Location: 1020 Lincoln Road.

SYNOPSIS:

Diane Bruce, for Charv's Contracting, is requesting a change of zone from BN-PCO and BNH-PCO to BG-PCO on three lots generally located at Harvell Drive and Lincoln Road. The BG zoning is required to permit the proposed uses on the property—a dog training and grooming facility and an indoor sports facility.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this change of zone request.

BACKGROUND:

Diane Bruce, for Charv's Contracting, has submitted a change of zone request for Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition. The current zoning of Lots 1 and 5 is BN-PCO and on Lot 3 it is BNH-PCO; the proposed zoning for all three lots is BG-PCO (General Business, Planned Center Overlay). Ms. Bruce has indicated that a dog training/grooming business is proposed to occupy space in the existing building on Lot 3 and she is planning to construct an indoor sports facility on Lot 5. The use for Lot 1 has not been determined. The Planned Center Overlay will require any future construction on the site to receive site plan approval from the City Council after public hearings before the Planning Commission and City Council.

ATTACHMENTS:

1	PC recommendation	4	
2	Planning Department staff report	5	
3	Proposed Ordinance	6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Handwritten signatures]

Melley J. Haller

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Charv's Contracting

LOCATION: 1020 Lincoln Road

CASE #: Z-1808-06

CITY COUNCIL HEARING DATE: November 26, 2018

REQUEST: to rezone Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BN-PCO and BNH-PCO to BG-PCO for the purpose of commercial development.

On October 25, 2018, the City of Bellevue Planning Commission voted seven yes, zero no, zero abstained, and one absent to recommend:

APPROVAL based upon lack of conformance with the Zoning Ordinance, Comprehensive Plan, and lack of perceived negative impact upon the surrounding commercial and residential properties.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Perrin						Casey
	Cain						
	Baumgartner						
	Jacobson						
	Ackley						
	Ritz						
	Smith						

Planning Commission Hearing (s) was held on: October 25 2018

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1808-06

FOR HEARING OF:

REPORT #1: October 25, 2018

REPORT #2: November 26, 2018

I. GENERAL INFORMATION

A. APPLICANT:

Charv's Contracting
Attn: Diane Bruce
1020 Lincoln Road
Bellevue, NE 68005

B. PROPERTY OWNER:

Charv's Contracting
Attn: Diane Bruce
1020 Lincoln Road
Bellevue, NE 68005

C. LOCATION:

1020 Lincoln Road

D. LEGAL DESCRIPTION:

Lots 1 and 3, College Plaza Addition Replat I, located in the Southwest ¼ of Section 25 and the Southeast ¼ of Section 26, and Lot 5, College Plaza Addition, located in the Southeast ¼ of Section 26, all located in T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BNH-PCO and BN-PCO to BG-PCO.

F. EXISTING ZONING AND LAND USE:

BN-PCO and BNH-PCO, Commercial and Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning for the purpose of further commercial development on the property; including a doggy daycare and indoor sports facility.

H. SIZE OF SITE:

The site is approximately 4.74 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 1, College Plaza Replat I, and Lot 5, College Plaza Addition, are presently vacant and covered in vegetation.

Lot 3, College Plaza Replat I, is developed with a commercial strip retail center. A portion of the center is filled with the B & B Classic Dogs restaurant. The remaining retail space is presently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** BN-PCO and Harvell Drive right-of-way, Commercial and Vacant
- 2. East:** BN-PCO, Commercial
- 3. South:** RS-72, Commercial
- 4. West:** BN-PCO and RS-72, Commercial and Single Family Residential

C. REVELANT CASE HISTORY:

1. On March 21, 2013, the Planning Commission recommended approval of a request to rezone Lot 3, College Plaza Replat I, from BN to BNH for the purpose of an entertainment restaurant. The City Council approved the aforementioned request on April 22, 2013.
2. On October 25, 2018 the Planning Commission recommended approval of a request to rezone Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BN-PCO and BNH-PCO to BG-PCO for the purpose of commercial development.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Section 5.25, Zoning Ordinance, regarding PCO Planned Center Overlay.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this area.
2. The property has access from an existing drive off of Lincoln Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Diane Bruce, on behalf of Charv's Contracting, has submitted a request to rezone Lots 1 and 3, College Plaza Replat I, and Lot 5, College Plaza Addition, from BN-PCO (Neighborhood Business – Planned Center Overlay) and BNH-PCO (Heavy Neighborhood Business – Planned Center Overlay) to BG-PCO (General Business – Planned Center Overlay).
2. The purpose of this request is to obtain approval of a rezoning for the purpose of further commercial development on the property; including a doggy daycare and indoor sports facility.
3. The applicant presently operates B & B Classic Dogs in a portion of the existing strip retail building. Ms. Bruce has indicated in the attached letter to the Planning Department she has a new tenant desiring to operate a dog training/grooming facility in the empty bay next to her restaurant. Additionally, Ms. Bruce has future plans to construct an indoor sports facility on the vacant property next to her restaurant.

The proposed BG zoning allows these aforementioned uses as permitted uses.

4. The purpose of the BG zoning district is to provide for a wide range of retail and service establishments, while the BN and BNH zoning districts are designed for more limited commercial uses serving the immediate vicinity.

The –PCO (Planned Center Overlay) requires site plan approval. Any further construction on these properties will require Ms. Bruce to obtain site plan approval through the Planning Commission and City Council public hearing process.

5. Like the BNH zone, the BG zone would require a 20 foot bufferyard from the existing RS-72 zoned property to the south. The current building is located approximately 140 feet from the rear property line. In addition, there is an elevation difference of approximately 40 feet from the rear property line of the single family residences to the existing commercial building.

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

No comments were received on this case.

7. Based on the businesses currently located in this development, and the topographical buffer between the majority of the property and the adjacent single family residential neighborhood, staff believes this change of zone will not have a negative impact on the surrounding neighborhoods. Furthermore, site plan approval will be required for additional construction in the proposed zoning district.

8. This request is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and lack of perceived negative impact upon the surrounding commercial and residential properties.

V. PLANNING COMMISSION RECOMMENDATION

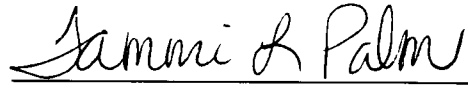
APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and lack of perceived negative impact upon the surrounding commercial and residential properties.

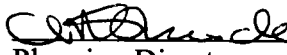
VI. ATTACHMENTS TO REPORT

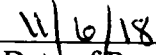
1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter received August 29, 2018
4. Email from Joyce Gray received October 21, 2018

VII. COPIES OF REPORT TO:

1. Charv's Contracting (Diane Bruce)
2. Public Upon Request


Prepared by:


Planning Director

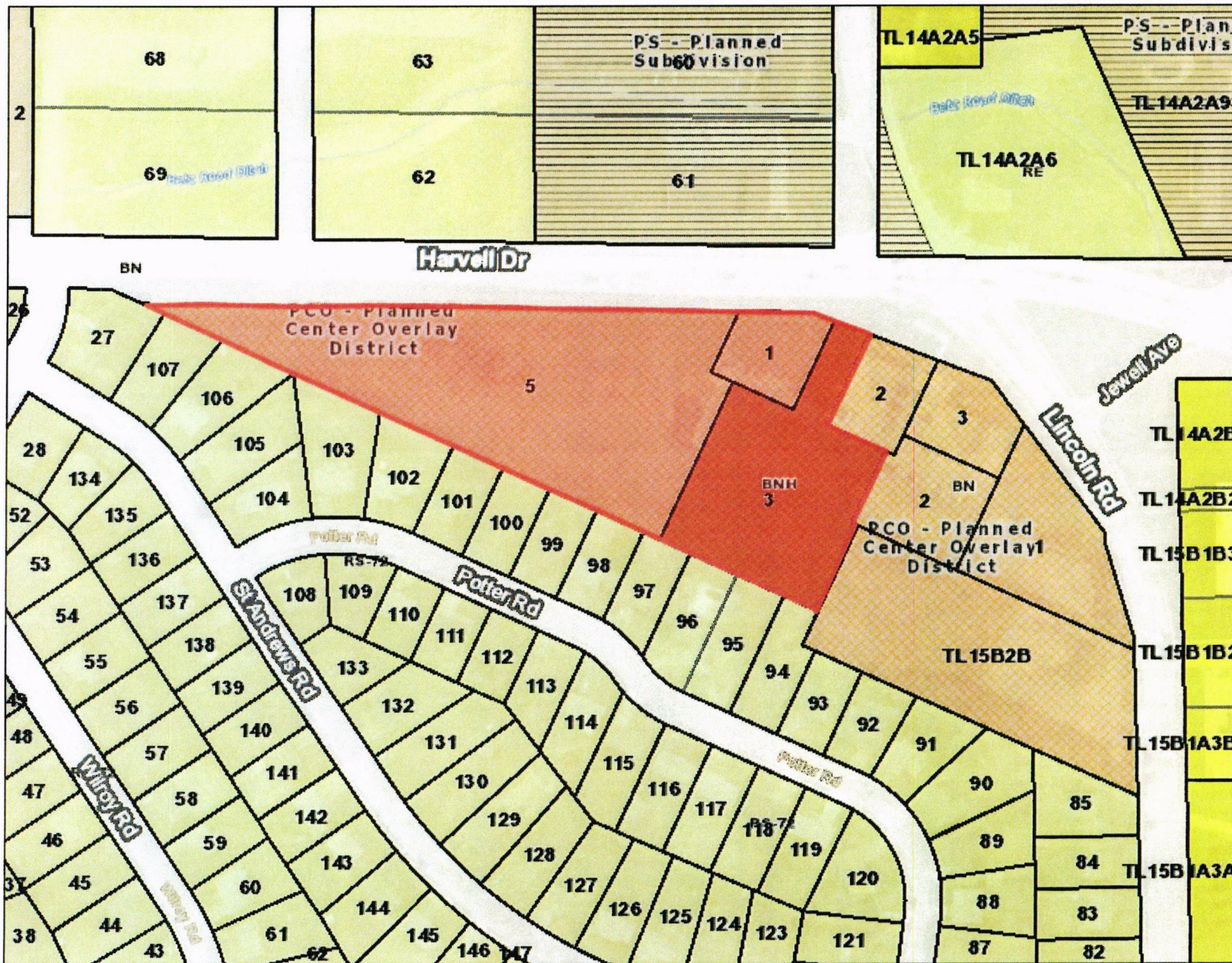

Date of Report

NAMES AND ADDRESSES PERTAINING TO CASE #'s:

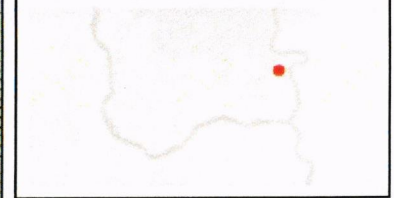
Z-1808-06

1. Charv's Contracting
Attn: Diane Bruce
1020 Lincoln Road
Bellevue, NE 68005
2. File

Zoning Map



Location



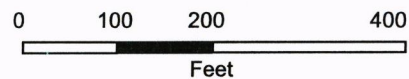
Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



1:2,400



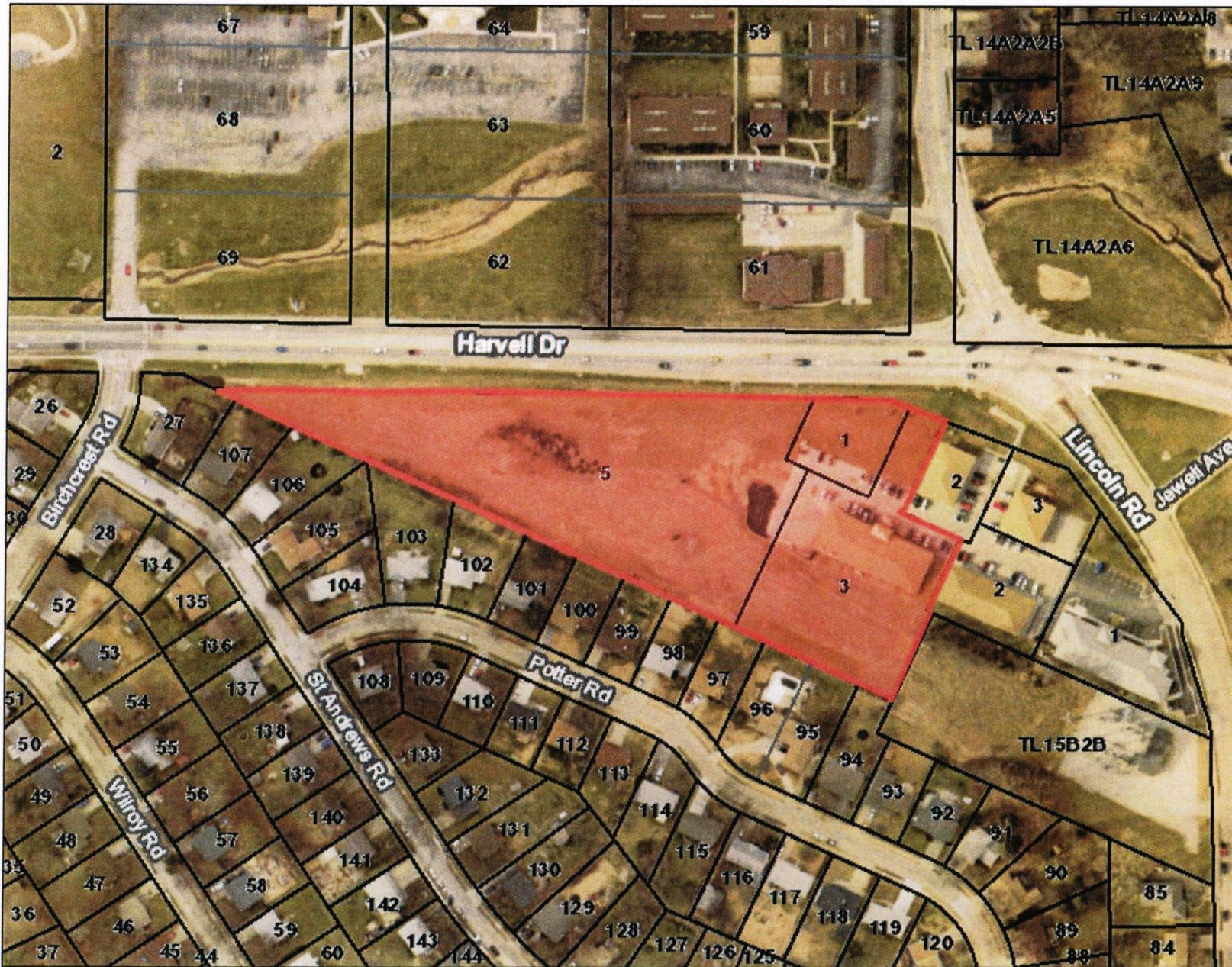
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS

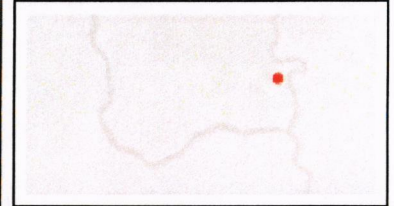


1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

Area of Rezoning Request



Location



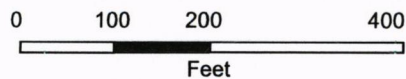
Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



1: 2,400



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

Sarpy County GIS



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

August 28, 2018

City of Bellevue
Planning Department
1510 Wall Street
Bellevue, NE 68005

To whom it may concern:

This letter is our request to rezone a few lots at 1020 Lincoln Rd. Please find attached the application for this zoning change.

We would like to rezone lots 1 & 5 College Plaza from BN and Lot 3 College Plaza from BNH to BG for all of them. We asking for this rezoning as we have a new tenant hoping to opening a dog training/grooming facility at the empty bay next to B & B Classic Dogs. We are also in the middle of plans to building an indoor sports facility on Lot 5 and need it rezoned to meet those requirements. Lot 3 hasn't been determined yet, but if it doesn't become a parking lot, we are planning to build another building to lease to a retail type operation so hoping to have it all rezoned at the same time.

The tenant will be taking over the property in November or December at the latest. The Indoor Sports facility is in the planning stages and we are anticipating starting the building right after the new year.

Please feel to contact me if you have any questions or concerns at 402-670-1025 or

Diane@charvscontracting.com

Respectfully,



Diane Bruce
Charv's Contracting, Inc.
1020 Lincoln Rd
Bellevue, Ne 68005

RECEIVED

AUG 29 2018

PLANNING DEPT.

Tammi Palm

From: Joyce Gray <dixiesadie@gmail.com>
Sent: Sunday, October 21, 2018 8:47 PM
To: Tammi Palm
Subject: Replat request of 20 Lincoln Rd

Dear planners

I live at 1209 Potter Rd or Lot 115 and will be unable to attend the 10-25-18 meeting regarding this issue. Therefore this letter.

I have lived at this address for 52 years so know some history. I have 2 reasons this project should not be approved. The first is the fact Harvell is a 3 lane road. It is the only road in town that has such poor drainage that has allowed 2 individuals drown. The last being about a year ago. It sits at the junction of several hills draining into one spot. It cannot take anymore roof water or asphalt drainage after a rain storm. Unless the drainage can be fixed this could be another disaster. Birchcrest road still goes curb to curb with water after most rain storms. This puts these property owners in jeopardy.

The second reason is the substantial traffic flow this 3 lane road is to carry presently. I counted 4 schools, 2 apartment complexes, a library, a large church and the present business sitting in this area requesting the replat. Replatting this area can be jeopardizing the home owners on Birchcrest Rd. with increased flooding and possibly causing another death by drowning. Along with the increased traffic flow and the need for middle school children getting back and forth to school. Please re-think what is in the best interest of Bellevue.

I can be reached at 402-680-4915 if you have any questions. Thank you!

Sincerely,
Joyce Gray

RECEIVED

OCT 21 2018

PLANNING DEPT.

ORDINANCE NO. 3919

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 1020 LINCOLN ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, College Plaza Addition Replat I, and Lot 5, College Plaza Addition

From BN-PCO (Neighborhood Business District, Planned Center Overlay) to BG-PCO (General Business District, Planned Center Overlay)

Lot 3, College Plaza Addition Replat I,

From BNH-PCO (Heavy Neighborhood Business District, Planned Center Overlay) to BG-PCO (General Business District, Planned Center Overlay)

(Charv's Contracting)

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2018.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 11.13.18
Second Reading: _____
Third Reading: _____

1

1

1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	November 26, 2018	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CMS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to amend Article VII of Chapter 28 of the Bellevue Municipal Code regarding the City of Bellevue Complete Streets Policy.

SYNOPSIS:

As requested by the City Council, the Complete Streets Ordinance was reviewed by the Planning and Public Works Departments, the Planning Commission, and the Citizens Complete Streets Advisory Panel.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval amendments to the Complete Streets Ordinance, as attached.

BACKGROUND:

Please see the attached staff memo and red-line version of the ordinance which detail the proposed revisions to the Complete Streets Policy.

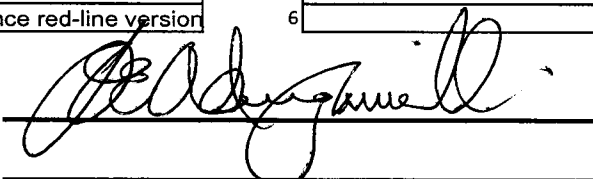
ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance red-line version


4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:



LEGAL APPROVAL:

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 10, 2018

REQUEST: to amend Article VII, Chapter 28, of the Bellevue Municipal Code regarding the Complete Streets Policy.

On November 15, 2018, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

APPROVAL based upon the Planning Department's recommendation with additional revisions to Section 28-153 as presented by Councilman Moudry and as discussed by the Commission.

VOTE:

Yes:	Five:	No:	Zero:	Abstain:	Zero:	Absent:	Four:
	Casey						Perrin
	Baumgartner						Cain
	Jacobson						Ackley
	Cutsforth						Ritz
	Smith						

Planning Commission Hearing (s) was held on: November 15, 2018

To: City Council
From: Tammi Palm, Land Use Planner
Date: November 8, 2018
Subject: Amended Complete Streets Ordinance

The City Council previously gave direction to staff to amend the existing Complete Streets ordinance, which has been in place since January 24, 2011.

The Complete Streets amendment has been discussed with both the Citizen Complete Streets Advisory Panel and the Planning Commission. The redline copy reflects feedback received, in addition to staff's suggestions.

The proposed amendment seeks to clarify portions of the document; primarily existing Section 28-154 which describes exceptions. Additionally, the amendment proposes to delete Section 28-153. The city does not have streets classified as "Major Truck Streets." Moreover, staff does not believe it is imperative to single out the movement of freight in the ordinance.

This document reflects the language discussed and voted on at the Planning Commission public hearing on November 15, 2018.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the proposed amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the proposed amendment as amended with added wording to Section 28-153, Exceptions, as discussed.

ORDINANCE NO. 3921

AN ORDINANCE TO AMEND ARTICLE VII TO CHAPTER 28 OF THE BELLEVUE MUNICIPAL CODE ESTABLISHING BELLEVUE'S COMPLETE STREETS POLICY, STATING GUIDING PRINCIPLES AND PRACTICES SO TRANSPORTATION IMPROVEMENTS ARE PLANNED, DESIGNED AND CONSTRUCTED TO ENCOURAGE WALKING, BICYCLING, AND TRANSIT USE WHILE PROMOTING SAFE AND EFFICIENT OPERATIONS FOR ALL USERS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Sections 28-151 through 28-157 of Article VII of Chapter 28 are hereby amended to read as follows.

ARTICLE VII. COMPLETE STREETS

Section 28-151. Planning, Design and Construction.

Complete Streets are streets designed and operated to enable a multimodal, context sensitive, framework of streets that provide safe, efficient access and use for all users. The Bellevue Planning and Public Works Departments will plan for, design, and construct, and modify all new City transportation improvements projects to provide appropriate accommodation for motor vehicles, pedestrians, bicyclists, transit riders, and persons of all abilities, while promoting safe and efficient operation for all users, as provided for hereafter.

Section 28-152. Incorporation by Planning and Public Works Departments.

The Bellevue Planning and Public Works Departments will develop, with citizen input, then incorporate Complete Streets principles, with City Council approval as necessary, into: Planning and Public Works plans, manuals, rules, regulations and programs as appropriate.

~~**Section 28-153. Freight.**~~

~~Because freight is important to the basic economy of the City and has unique right-of-way needs to support that role, freight will be a priority on streets classified as Major Truck Streets. Complete Street improvements that are consistent with freight mobility but also support other modes may be considered on these streets.~~

Section 28-153. Exceptions.

Except in unusual or extraordinary circumstances, Complete Streets principles will not apply:

- a. To ordinary maintenance activities designed to keep assets in serviceable condition (e.g., mowing, cleaning, sweeping, spot repair and surface treatment such as chip seal, or interim measures on detour or haul routes); or
- b. Where the Planning or Public Works Director issues recommends a documented an exception which concluding determines that the application of Complete Street principles is unnecessary or inappropriate because it would be contrary to public safety

or substantially detrimental to the efficient flow of current or projected motor vehicle traffic flow and the City Council approves the documented exception; or

c. Where the Planning or Public Works Director recommends an exception ~~determining that~~ other available means or factors indicate an absence of ~~then-current or future need, including future need,~~ and the City Council approves the documented exception.

d. Where the application of complete streets on one street would have a substantial detrimental impact on traffic volume and/or safety on a neighboring street.

Section 28-154. Achievement; Annual Progress Report.

Complete Streets may be achieved through single ~~projects~~ ~~improvements~~ or incrementally through a series of smaller improvements or ~~substantial~~ maintenance activities over time. The city administrator shall make an annual report to the city council showing the progress made in implementing complete streets.

Section 28-155. Advisory Panel – Mayor to Appoint.

The Mayor of Bellevue, Nebraska will appoint a five (5) member Citizen Complete Streets Advisory Panel. ~~Three of~~ ~~The members will be appointed to four (4) year terms and two of the members will be appointed to two (2) year terms.~~ The Panel will develop recommendations to the Planning Commission ~~for review, and recommendations to City Council for action to meet for meeting~~ the Performance Measurements in Section 28-156.

Section 28-156. Performance Measurement.

Performance measurement will be by, but not limited to, the miles of bicycle routes created; new linear feet of pedestrian accommodation; increase in use of public transportation, bicycling and walking; the miles of connection added between trails; the increased efficiency of traffic flow through the use of sophisticated traffic control devices, turn lanes, traffic circles, and the leveling or decrease of transportation-related accidents.

It is the Bellevue City Council's intent that all sources of transportation funding be drawn upon to implement Complete Streets. The City believes the maximum financial flexibility is important to implement Complete Streets principles.

ADOPTED by the Mayor and City Council this _____ day of _____, 2019.

APPROVED AS TO FORM:



City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	November 26, 2018	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input checked="" type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBMITTED BY:	
Chris Shewchuk, Planning Director <i>CMS</i>	

SUBJECT:

Request to rezone Lots 1, Mill's Addition, from RS-72 to BGH for the purpose of a self-storage facility. Applicant: 2715 LLC. General Location: West Chandler Road and Cedar Island Road.

SYNOPSIS:

Craig Faulk, for 2715 LLC, is requesting approval of a change of zone from RS-72 to BGH to allow for the expansion of an existing self-storage facility. A small subdivision plat, combining four lots into a single lot, and a Conditional Use Permit will be on the Council agenda for public hearing along with the second reading of the ordinance.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department recommended approval of this request and the Planning Commission recommended denial of this request.

BACKGROUND:

Craig Faulk, for 275 LLC, is requesting approval of a change of zone, small subdivision plat, and Conditional Use Permit, to allow for the expansion of an existing self-storage facility. The proposed expansion area would include six additional storage buildings, as well as parking for recreational vehicles and automobiles; a portion of the parking would be covered. The Zoning Ordinance requires that any vehicles stored on the property be operable. The area of the property to be used for parking was previously used as a landfill for concrete rubble and other debris so it is not conducive to residential development. A detention pond will be constructed on-site to control runoff from the paved area onto adjacent properties.

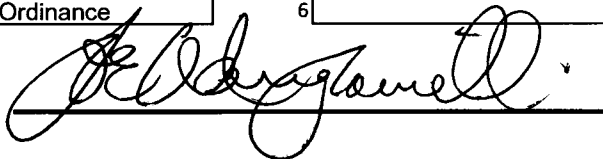
ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff report
- 3 Change of Zone Ordinance

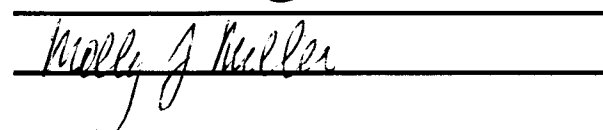
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5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:



LEGAL APPROVAL:

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: 2715 LLC

GENERAL LOCATION: West Chandler Road and Cedar Island Road

CASE #'s: Z-1801-08, S-1810-09, and CUP-1810-03

CITY COUNCIL HEARING DATE: December 10, 2018

REQUEST: to rezone Lot 1, Milt's Addition, being a platting of Tax Lot W, and a replat of Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RS-72 to BGH for the purpose of a self-storage facility; small subdivision plat Lot 1, Milt's Addition; and conditional use permit for Lot 1, Milt's Addition for the purpose of a self-storage facility.

On November 15, 2018, the City of Bellevue Planning Commission voted four yes, one no, zero abstained, and four absent to recommend:

DENIAL of request to rezone Lot 1, Milt's Addition, being a platting of Tax Lot W, and a replat of Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E from RS-72 to BGH for the purpose of a self-storage facility; small subdivision plat Lot 1, Milt's Addition; and conditional use permit for Lot 1, Milt's Addition for the purpose of a self-storage facility.

VOTE:

Yes:	Four:	No:	One:	Abstain:	Zero:	Absent:	Four:
	Casey		Jacobson				Perrin
	Baumgartner						Cain
	Cutsforth						Ackley
	Smith						Ritz

Planning Commission Hearing (s) was held on: November 15, 2018

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1810-08
S-1810-09
CUP-1810-03

FOR HEARING OF:
REPORT #1: November 15, 2018
REPORT #2: December 10, 2018

I. GENERAL INFORMATION

A. APPLICANT:

2715 LLC
Attn: Craig Faulk
2715 Chandler Road
Bellevue, NE 68147

B. PROPERTY OWNERS:

Larry and Donna Josoff
7954 Cedar Island Road
Bellevue, NE 68147

C. GENERAL LOCATION:

West Chandler Road and Cedar Island Road

D. LEGAL DESCRIPTION:

Lot 1, Milt's Addition, being a platting of Tax Lot W, and a replat of Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, Milt's Addition, from RS-72 to BGH
2. Small Subdivision Plat Lot 1, Milt's Addition
3. Conditional Use Permit for Lot 1, Milt's Addition
4. Amendment to the Future Land Use Map

F. EXISTING ZONING AND LAND USE:

RS-72, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a rezoning, small subdivision plat, and conditional use permit to allow for a self-storage facility.

H. SIZE OF SITE:

The site is approximately 8.64 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The existing site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RS-72 (across Chandler Road)
2. **East:** Commercial and Single Family Residential, BG and RS-72 (across Cedar Island Road)
3. **South:** Single Family Residential, RS-72
4. **West:** Existing Self-Storage Facility and Single Family Residential, ML and RS-72

C. REVELANT CASE HISTORY:

There have been no recent requests to rezone or replat this property.

D. APPLICABLE REGULATIONS:

1. Section 5.24, Zoning Ordinance, regarding BGH uses and requirements.
2. Chapter 5, Subdivision Regulations, regarding small subdivisions.
3. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2016 MAPA Traffic Flow Map estimates approximately 11,450 vehicles per day near the intersection of Chandler Road West and Cedar Island Road.
2. The property will have access through the existing drive off of Chandler Road, as well as a newly proposed access off of Cedar Island Road.

D. UTILITIES:

All utilities are available to serve this development.

E. ANALYSIS:

1. Craig Faulk, on behalf of 2715 LLC, is requesting approval of a rezoning, small subdivision plat, and conditional use permit for Lot 1, Milt's Addition, for the purpose of expanding his existing self storage facility.
2. The property is presently vacant and covered in vegetation. Mr. Faulk's existing self storage facility is developed on an adjacent lot to the north and west of this property.
3. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Chief Building Official Mike Christensen commented a portion of the property was previously used for dumping concrete. Testing may be required prior to any building construction. The applicant is aware of this.

Public Works Engineering Manager Dean Dunn had technical comments pertaining to the plat and site plan. These comments have been addressed by the applicant's engineer.

No other comments were received on this case.

4. The site plan shows six buildings, consisting of 41,500 square feet of storage area. The applicant also intends to have outdoor storage on the site as well. Seventy covered parking stalls are shown, with the remaining 159 stalls being uncovered. Per the zoning ordinance, outdoor storage of automobiles, boats, and recreational vehicles in operable condition would be allowed.

5. The site plan shows the required 25' bufferyard abutting the adjacent single family residences. Additionally, a 15' deep landscaped area is being provided along the right-of-ways. A six foot wood privacy fence is proposed around the self storage facility. The proposed landscape plan has been reviewed by staff and meets the requirements of the zoning ordinance.

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

7. The developer intends to request a sidewalk waiver for this development. The Pubic Works' policy is such that a waiver will be granted along unimproved sections of roadway. The abutting roads (Chandler Road and Cedar Island Road) do not have curb and gutter; therefore, are considered "unimproved."

8. As part of this development, 2715 LLC is requesting a portion of McCorkindale Avenue be vacated. This application is being processed by the Public Works Department and will be heard by the City Council. Staff does not have any objection to the proposed street vacation.

9. As pointed out by the Chief Building Official, a portion of this property was historically used for dumping concrete, thus making it more difficult to develop.

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

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

- 6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- 6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.
- 6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.
- 6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.
- 6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.
- 6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

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

11. If approved, this request should also include a motion to amend the Future Land Use Map of the Comprehensive Plan from single family residential to commercial.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

DENIAL of a request to rezone Tax Lot W, Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E from RS-72 to BGH for the purpose of a self-storage facility; small subdivision plat Lot 1, Milt's Addition; and conditional use permit for Lot 1, Milt's Addition for the purpose of a self-storage facility.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Small Subdivision plat received November 6, 2018

4. Site Plan received November 8, 2018
5. Landscape Plan received November 8, 2018
6. Email received from Peggy Helms November 6, 2018
7. Conditional Use Permit Agreement

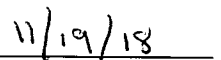
VII. COPIES OF REPORT TO:

1. 2715 LLC
2. RW Engineering & Surveying Inc.
3. Larry and Donna Josoff
4. Public Upon Request

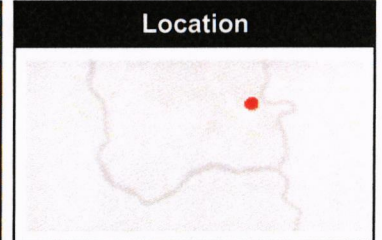
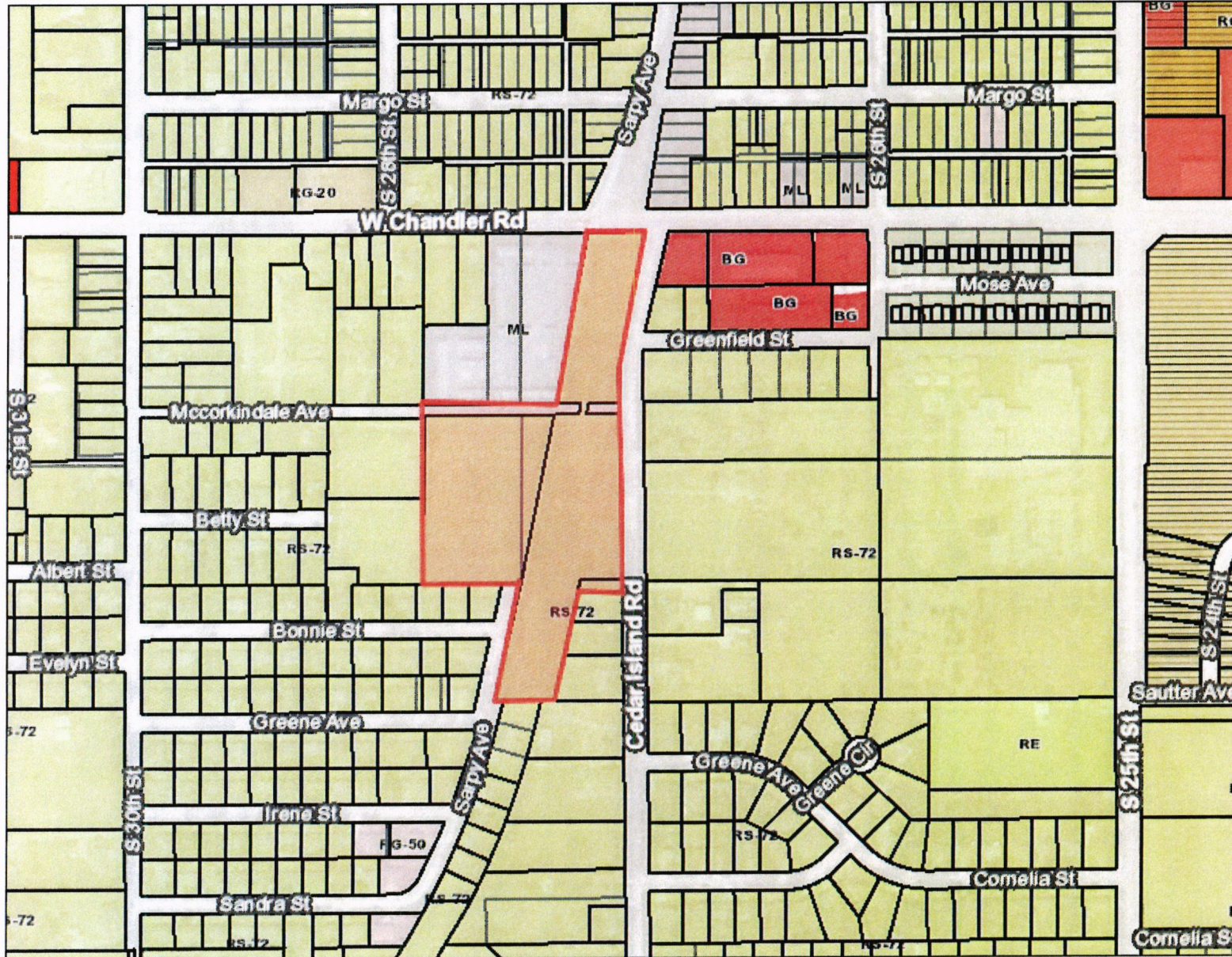


Prepared by:


Planning Director


Date of Report

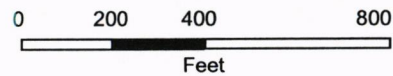
Zoning Map



- ### Legend
- Road Centerlines
 - 2018 Aerial Photo
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



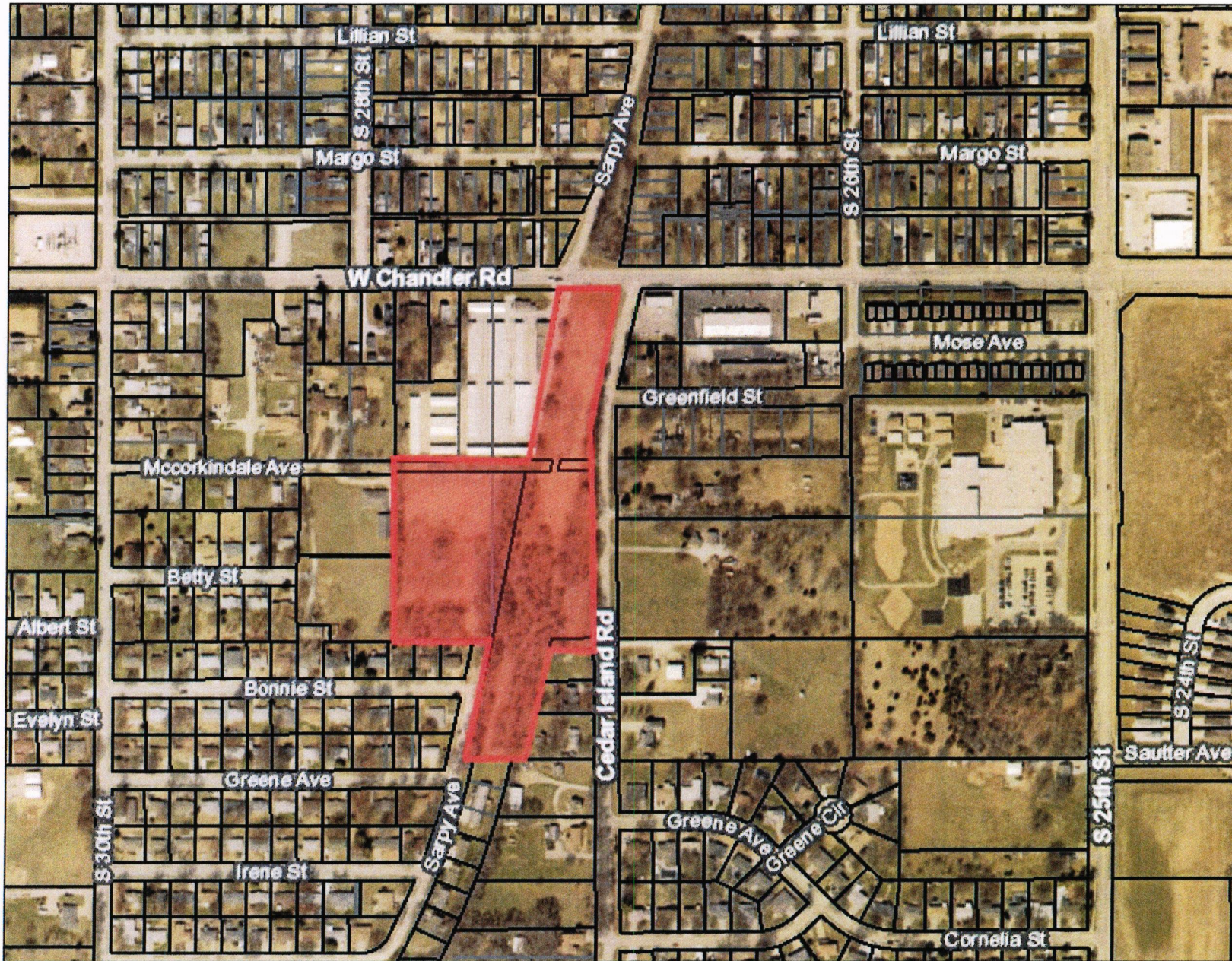
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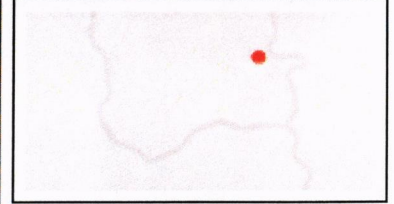
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Sarpy County GIS
 1210 Golden Gate Dr.
 Suite 1130
 Papillion, NE 68046
maps.sarpy.com

Area of Rezoning Request



Location



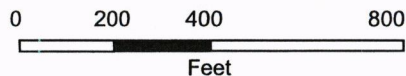
Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



1: 4,800

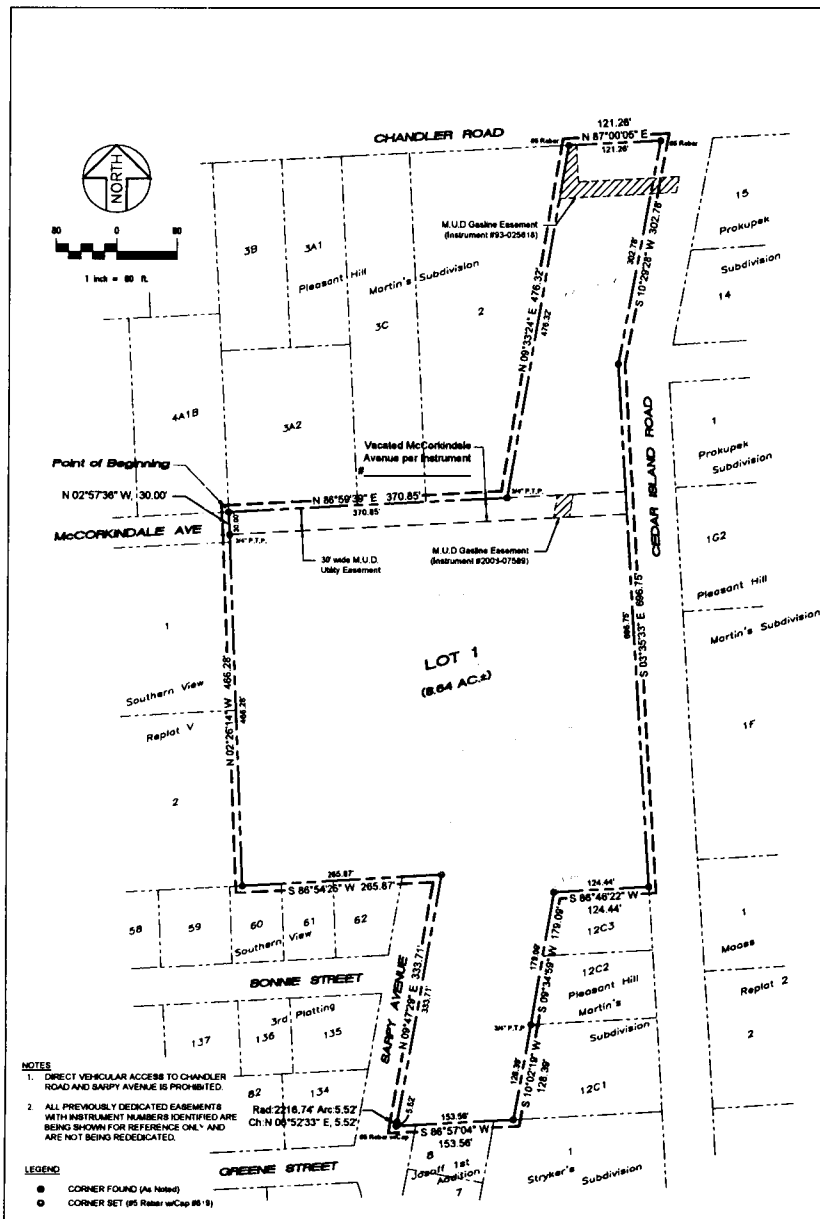


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Sarpy County GIS



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



MILT'S ADDITION

LOT 1

BEING A REPLAT OF LOT 10, PART OF LOT 11 AND LOT 12B, PLEASANT HILL - MARTIN'S SUBDIVISION, VACATED McCORKINDALE AVENUE AND TAX LOT W, ALL IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6th P.M. SARPY COUNTY, NEBRASKA

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA. I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION SHOWN HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN FOUND OR WILL BE SET AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE EXTERIOR BOUNDARY OF THE SUBDIVISION AND ANY INTERIOR LOTS. SAID SUBDIVISION TO BE KNOWN AS MILT'S ADDITION, BEING A REPLAT OF LOT 10, PART OF LOT 11 AND LOT 12B, PLEASANT HILL - MARTIN'S SUBDIVISION, VACATED McCORKINDALE AVENUE AND TAX LOT W, ALL IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3A2, PLEASANT HILL - MARTIN'S SUBDIVISION, AS PLATTED AND RECORDED IN SARPY COUNTY, THENCE NORTH 86°59'30" EAST (ASSUMED BEARINGS) FOR 370.88 FEET ALONG THE SOUTH LINES OF SAID LOT 3 AND THAT PART OF LOT 2 LYING WEST OF ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY, SAID PLEASANT HILL - MARTIN'S SUBDIVISION, THENCE NORTH 09°33'24" EAST FOR 476.32 FEET ALONG THE EAST LINE OF SAID LOT 2, THENCE NORTH 87°09'00" EAST FOR 121.26 FEET ALONG THE SOUTH LINE OF CHANDLER ROAD RIGHT-OF-WAY, THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF CEDAR ISLAND ROAD RIGHT-OF-WAY: (1) SOUTH 10°37'28" WEST FOR 302.74 FEET (2) SOUTH 03°35'33" EAST FOR 686.75 FEET; THENCE SOUTH 86°46'22" WEST FOR 124.44 FEET ALONG THE NORTH LINE OF LOT 12C3, SAID PLEASANT HILL - MARTIN'S SUBDIVISION, THENCE THE FOLLOWING TWO (2) COURSES ALONG THE EAST LINE OF ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY: (1) SOUTH 09°34'59" WEST FOR 178.06 FEET (2) SOUTH 10°02'19" WEST FOR 128.38 FEET; THENCE SOUTH 86°57'04" WEST FOR 153.56 FEET ALONG THE SOUTH LINE OF LOT 12, SAID PLEASANT HILL - MARTIN'S SUBDIVISION, THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY: (1) NORTHEASTERLY ALONG A 2,216.74 FOOT RADIUS CURVE TO THE LEFT FOR 5.52 FEET WITH A LONG CHORD BEARING NORTH 08°52'33" EAST FOR 5.52 FEET (2) NORTH 08°47'30" EAST FOR 333.71 FEET; THENCE SOUTH 86°54'26" WEST FOR 265.87 FEET ALONG THE SOUTH LINES OF LOT 10 AND THAT PART OF LOT 11 LYING WEST OF ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY, SAID PLEASANT HILL - MARTIN'S SUBDIVISION, THENCE NORTH 02°08'14" WEST FOR 486.39 FEET ALONG THE WEST LINE OF SAID LOT 10, THENCE NORTH 02°57'30" WEST FOR 30.00 FEET TO THE POINT OF BEGINNING ABOVE DESCRIBED TRACT CONTAINS 8.84 ACRES, MORE OR LESS.

Cory J. Gross, P.L.S. #619



DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT I, CHARLES A FAULK, ON BEHALF OF 2715 L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYORS CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID PROPERTY TO BE SUBDIVIDED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "MILT'S ADDITION", AND I HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND I DO HEREBY GRANT A PERPETUAL EASEMENT TO OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION AND THEIR SUCCESSORS AND ASSIGNS, WHO HAVE BEEN GRANTED A FRANCHISE TO PROVIDE SERVICES IN THE AREA TO BE SUBDIVIDED, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION OF BROADCAST SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND ADJUTING ALL FRONT AND SIDE LOT LINES AND AN EIGHT FOOT (8') WIDE STRIP OF LAND ADJUTING THE REAR LOT LINES, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENTS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT, THEN OR LATER, INTERFERE WITH THE RIGHTS AND USES HEREIN GRANTED.

CHARLES A FAULK
2715 L.L.C.

DATE

ACKNOWLEDGMENT OF NOTARY

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHARLES A FAULK, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE PLAT DEDICATION AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATION

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYORS CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER

DATE

REVIEW OF SARPY COUNTY PUBLIC WORKS

THIS FINAL PLAT OF MILT'S ADDITION WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 20____.

SARPY COUNTY SURVEYOR/ENGINEER

ACCEPTANCE OF SARPY COUNTY REGISTER OF DEEDS

THIS FINAL PLAT OF MILT'S ADDITION WAS RECORDED AT THE SARPY COUNTY REGISTER OF DEEDS OFFICE.

SARPY COUNTY REGISTER OF DEEDS

DATE

APPROVAL OF THE BELLEVUE CITY COUNCIL

THIS FINAL PLAT OF MILT'S ADDITION WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA ON THIS _____ DAY OF _____, 20____.

APPROVAL OF THIS PLAT WILL BE NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

MAYOR

ATTEST

CITY CLERK

APPROVAL OF THE BELLEVUE PLANNING COMMISSION

THIS FINAL PLAT OF MILT'S ADDITION WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION.

CHAIRPERSON, PLANNING COMMISSION

DATE

Consultant

Owner

RW ENGINEERING & SURVEYING

R.W. Engineering & Surveying, Inc.
6225 North 86th Circle | Omaha, Nebraska 68134
Tel. 402-673-2205 | Fax 402-673-0301

MILT'S ADDITION

SARPY COUNTY, NEBRASKA

FINAL PLAT

PROJECT NO. 18-1478
DATE 10-11-2018
DESIGNED BY CJB
CHECKED BY RWF

RECEIVED

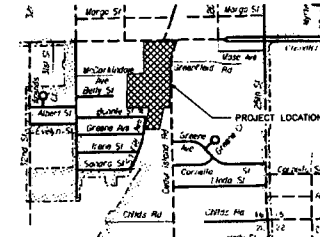
1 of 1

NOV 06 2018

PLANNING DEPT.

SITE INFORMATION

TOTAL SITE AREA	EXISTING ±148,986 SF (±3.37 Ac)	PROPOSED ±345,986 SF (±7.95 Ac)
BUILDING COVERAGE	±50,804 SF (±34%)	±118,644 SF (±34%)
ZONING	MUR-72	BOH
ADJACENT ZONING	RS-72	RS-72
USE TYPE	SELF STORAGE FACILITY (CONDITIONALLY PERMITTED)	
TOTAL PAVED AREA	±71,124 SF (±48%)	±225,431 SF (±65%)
IMPERVIOUS COVERAGE	±121,728 SF (±82%)	±342,875 SF (±99%)
TOTAL NUMBER OF PARKING STALLS	N/A	229 (NOT INCLUDING EXISTING STALLS)
NUMBER OF HANDICAP STALLS	N/A	X
SETBACKS		
FRONT YARD	20' FRONT	20'
REAR YARD	N/A	NONE
INTERIOR SIDE YARD	N/A	NONE
STREET SIDE YARD	10'	10'
BUFFERYARD	N/A	25' AGAINST RS-72 15' ALONG R.O.W.
STORMWATER RUNOFF VOLUME	61.67 CF (100 YR) 18,540 CF (100 YR)	67.32 CF (100 YR) 20,180 CF (100 YR)
DETENTION REQ.	7.634 CF (100 YR)	



Consultant
Owner
RW
R.W. Engineering & Surveying, Inc.
6225 North 88th Circle
Omaha, NE 68134 (402) 473-2208
www.RWEng.com

VICINITY MAP

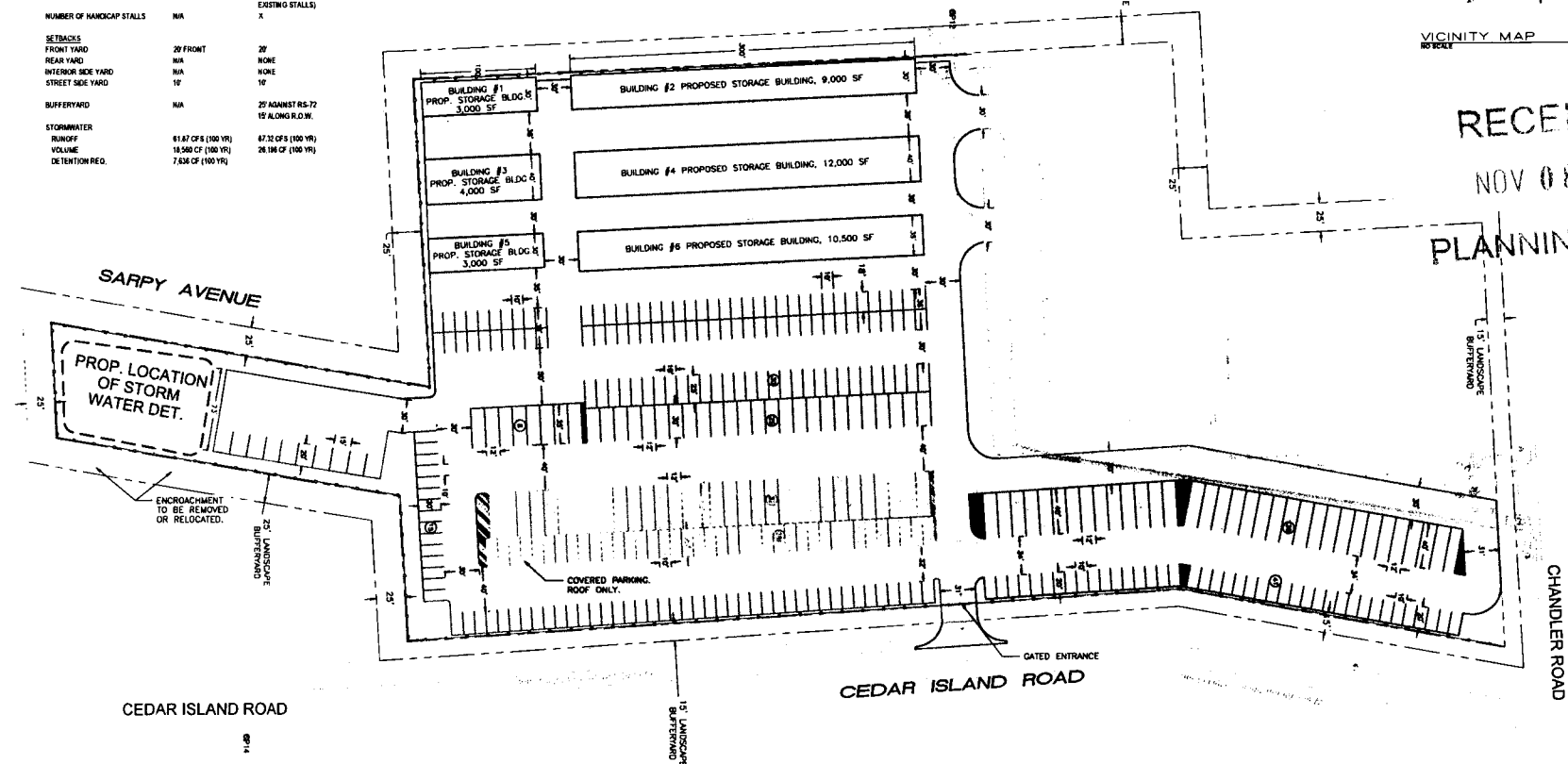
RECEIVED
NOV 08 2018
PLANNING DEPT.

MILT'S MINI STORAGE
EXPANSION

IN PROGRESS
NOT FOR CONSTRUCTION

SITE PLAN

PROJECT NO. 18-1477
DATE: 11/08/2018
DESIGNED BY: GMB
DRAWN BY: GMB
CHECKED BY:
REVISION: DATE



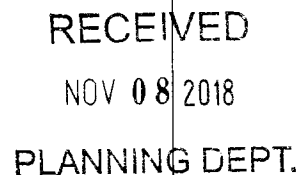
LEGEND

- CONCRETE OR ASPHALTIC PAVEMENT
- PROPOSED FENCING

UTILITY WARNING:
UNDERGROUND UTILITIES AS SHOWN ARE PER DIGGERS HOTLINE LOCATIONS AND AVAILABLE UTILITY COMPANY RECORDS. ADDITIONAL UNDERGROUND UTILITIES MAY BE PRESENT.
R.W. ENGINEERING & SURVEYING GIVES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THIS UNDERGROUND SITE DATA. R.W. ENGINEERING & SURVEYING WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND FACILITIES WHICH OCCUR FROM THE USE OF THE INFORMATION PROVIDED.



SITE PLAN
SCALE: 1" = 50'



Tammi Palm

From: Peggy Helms <rhelms4@cox.net>
Sent: Tuesday, November 06, 2018 12:23 PM
To: Tammi Palm
Subject: Case #Z-1810-08 and CUP-1810-03 of Applicant 2715 LLC

RECEIVED

NOV 06 2018

PLANNING DEPT.

November 6, 2018

To: Tammi Palm and the Planning Department
Land Use Planner

RE: Rezone Tax Lot W, Lots 10 and 11
Case #Z-1810-08 and CUP-1810-03
Applicant: 2715 LLC

Dear Ms. Palm,

This email letter is in response to the letter received in our mail yesterday regarding the rezoning of the acreage located immediately to the rear (north) of our property and to the east of our property. Our address is 2722 Bonnie Street. We can say unequivocally NO to this request!! Below are our concerns, questions and comments.

- We feel certain you can provide no data or statistics that will prove this will enhance our property value and in fact most likely will make our property value decline. If you have such data or statistics that show otherwise we would like to see it.
- We are requesting a list with names and addresses of all the property owners that received this letter.
- We also would be interested in seeing any data or statistics showing crime rates increasing (or not) in an area such as this self-storage facility being located and butting right up against residential property (our yards).

- In this little residential area are the homes of hard working lower middle income families. I cannot imagine this large storage facility which will be cementing or asphaltting over this whole acreage, and cutting down all the trees and habitat, being any kind of positive enhancement to our neighborhood.
- And speaking of habitat, the acreage which has lots of trees provides shelter and passage for deer, turkey and many other critters. Just this morning I had the pleasure of viewing 7 deer in the area behind our home. We have had large flocks of wild turkeys, also utilizing this land. In my opinion this enhances our area. Paving over the whole thing really makes me sick.
- Does the world and Bellevue and this area really need another self-storage facility for our over-consumerism? I don't think so.
- Who currently owns this property and what is it zoned for now?
- Why don't you allow a storage facility to be erected in another part of Bellevue in a neighborhood where property values are well over \$200,000, \$250,000, or \$300,000? I know you would not. It's always easier to "do it" to people of lesser wealth.
- How many entrances are planned for this facility and where will they be?
- Will McCorkindale Ave still remain a no outlet street?
- What is "storm water det." shown on the site plan map on Sarpy Avenue which is right at the bottom of the hill from our home? What does that mean?
- How much of the habitat will they be destroying and paving over with concrete or asphalt?
- Why does it have to butt up directly to homeowners' property lines?
- Will the storage facility now include a large area for boats, campers, RV's etc.
- Do they plan to put up a privacy fence so we don't have to look at it?

We look forward to your response to all of our comments and questions. I hope to be able to attend the public hearing on November 15th.

Sincerely,
Riley and Peggy Helms
2722 Bonnie Street
68147
402-733-9025

Record & Return To:
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 1, MILT'S ADDITION,
LOCATED IN THE SOUTHEAST ¼ OF SECTION 16, T14N, R13E OF THE 6TH P.M., SARPY
COUNTY, NEBRASKA

Conditional Use Permit for 2715 LLC

This Conditional Use Permit issued this _____ day of January, 2019 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska ("City") to 2715 LLC, ("Applicant"), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, 2715 LLC, is the legal owner of Lot 1, Milt's Addition, located in the Southeast ¼ of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 8.64 acres, more or less ("Property"). Applicant desires to use the Property for the purpose of a self storage facility; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a "Permitted Use" or "Use".

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property's boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "A." A landscape plan is attached as Exhibit "B."

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. Construction of the Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. Applicant may maintain a self storage facility on the Property.
 - d. All outdoor storage shall be in compliance with Section 5.24.03, City Zoning Ordinance.
 - e. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
 - f. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
 - g. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
 - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its

agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

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

- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
- c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
- d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

2715 LLC
2715 Chandler Road
Bellevue, NE 68147

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

Effective Date:

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

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Sabrina Ohnmacht, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

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

Witness my hand and notarial seal this ____ day of _____, 2019.

Notary Public

Charlie Faulk for 2715 LLC

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

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

Witness my hand and notarial seal this ____ day of _____, 2019.

Notary Public

SAMPLE WOOD FENCE

B

Supplies:

ORDINANCE NO. 3922

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

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

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

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

Lot 1, Milt's Addition, being a platting of Tax Lot W, and a replat of Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkingdale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RS-72 (Single Family Residence, 7,200 Square Foot Zone) to BGH (Heavy General District)

(2715 LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Milt's Addition 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 _____, 2019.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	November 26, 2018	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CMS</i>		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input checked="" type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Request to amend Article 7: Sign Regulations, of the Bellevue Zoning Ordinance regarding digital signs. Applicant: City of Bellevue.

SYNOPSIS:

The Zoning Ordinance does not currently specify any standards for digital signs, other than digital billboards. The amendment proposes regulations for on- and off-premise digital signs, as well as revises the billboard regulations to make them compatible with other digital signs.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval to this Zoning Ordinance text amendment.

BACKGROUND:

The proposed amendment:

- requires all digital signs to be equipped with a sensor to automatically adjust brightness
- permits scrolling messages, but no other animation or movement, on on- and off-premise digital signs
- prohibits any motion or movement on digital billboards
- requires a hold time of at least 8 seconds between changes of images on all digital signs
- allows digital signs in additional zoning districts than currently permitted

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 10, 2018

REQUEST: to amend Article 7, City of Bellevue Zoning Ordinance, regarding digital signs.

On November 15, 2018, the City of Bellevue Planning Commission voted four yes, one no, zero abstained, and four absent to recommend:

APPROVAL of the amendment to Article 7, City of Bellevue Zoning Ordinance, regarding digital signs.

VOTE:

Yes:	Five:	No:	One:	Abstain:	Zero:	Absent:	Four:
	Casey		Cutsforth				Perrin
	Baumgartner						Cain
	Jacobson						Ackley
	Smith						Ritz

Planning Commission Hearing (s) was held on: November 15, 2018



City of Bellevue

Office of the Planning Department

To: Mayor Sanders
City Council
City Administrator Joe Mangiamelli

From: Chris Shewchuk, Planning Director *CMS*

Date: November 19, 2018

Subject: Amendment to Article 7 Zoning Ordinance, Sign Regulations

Article 7 of the Zoning Ordinance, regarding Sign Regulations, addresses digital billboards and provides specific guidelines for their use. These guidelines are not written anywhere so as to apply to digital signs that are not billboards, although those guidelines have been given to sign installers when digital signs have been permitted. The proposed amendments address how often a message can change on the sign, the permitted brightness of the sign, and animation or movement on the sign. In addition to the regulations pertaining to digital signs, we are proposing changes to the zoning districts where such signs are allowed.

The proposed amendments are shown below in Table 7F of the Zoning Ordinance:

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/ Digital(c)	N	N	N	N <u>S</u>	N	N <u>S</u>	S	S	S	S
Changeable Copy	N	N	N	P <u>S</u>	N	N <u>S</u>	S	S	S	S
Illumination, Internal	N	N	N	P(b) <u>S</u>	N	S(b)	S	S	S	S
Illumination, External	N	N	P <u>S</u>	P(b) <u>S</u>	P <u>S</u>	S(b)	S	S	S	S

P = Allowed without sign permit
S = Allowed only with sign permit
N = Not allowed

a. This column does not represent a zoning district. It applies to institutional uses permitted under the zoning ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, school, funeral homes, and cemeteries.

b. For any sign, no direct light or significant glare from the sign shall be cast on to any adjacent zone lot this is zoned and used for residential purposes.

c. ~~Signs shall not change panels or messages within at least 15 seconds and flashing lights or brightness of signs may be regulated based on vehicular traffic safety.~~

c. The following regulations shall apply to on- and off-premise animated and digital signs:

--The image displayed on the sign shall not change more frequently than every 8 seconds.

--The image shall remain static during its display period (no movement or motion shall be permitted) other than a scrolling message.

--Signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level not exceeding 0.3 foot candles over ambient lighting when measured in accordance with International Sign Association criteria.

--The City reserves the right to further regulate individual signs based on transportation safety.

In order to make the regulations regarding digital billboards and other digital signs consistent, the following amendment to Paragraph 7D of Section 7.04.03 of Article 7 is proposed:

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 108 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~~ not exceeding 0.3 foot candles over ambient lighting when measured in accordance with International Sign Association criteria.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the proposed amendment to Article 7, City of Bellevue Zoning Ordinance.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the proposed amendment as presented.

ORDINANCE NO. 3923

AN ORDINANCE TO AMEND ARTICLE 7: SIGN REGULATIONS, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO DIGITAL SIGNS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Paragraph 7D, of Section 7.04.03, of Ordinance No. 3619 is hereby amended to read as follows:

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 8 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 not exceeding 0.3 foot candles over ambient lighting when measured in accordance with International Sign Association criteria.

Section 2. That Table 7F, of Ordinance No. 3619 is hereby amended to read as follows:

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/ Digital(c)	N	N	N	S	N	S	S	S	S	S
Changeable Copy	N	N	N	S	N	S	S	S	S	S
Illumination, Internal	N	N	N	S	N	S	S	S	S	S
Illumination, External	N	N	S	S	S	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, school, funeral homes, and cemeteries.
- b. For any sign, no direct light or significant glare from the sign shall be cast on to any adjacent zone lot this is zoned and used for residential purposes.
- c. The following regulations shall apply to on- and off-premise animated and digital signs:
- The image displayed on the sign shall not change more frequently than every 8 seconds.
 - The image shall remain static during its display period (no movement or motion shall be permitted) other than a scrolling message.

- Signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level not exceeding 0.3 foot candles over ambient lighting when measured in accordance with International Sign Association criteria.
- The City reserves the right to further regulate individual signs based on transportation safety.

Section 3. That Paragraph 7D of Section 7.04.03 and Table 7F, of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

ADOPTEED by the Mayor and City Council this _____ day of _____, 2019.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	11/26/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Cunningham Road Sanitary Sewer and Street Improvements Right of Way Negotiation

SYNOPSIS:

Request approval of Task Order 2018-01 Scope of Services and Fees for Professional Services for Sanitary Sewer and Street Improvements Right of Way Negotiation for the Bellevue Go-Ready Project.

FISCAL IMPACT:

\$16,000

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

LB 840

RECOMMENDATION:

Request approval of Task Order 2018-01 Scope of Services and Fees for Professional Services for Sanitary Sewer and Street Improvements Right of Way Negotiation for the Bellevue Go-Ready Project and authorize the Mayor to sign the Task Order not to exceed \$16,000.

BACKGROUND:

This project involves the proposed vacuum sanitary sewer line adjacent to the Harlan Lewis right-of-way and the Cunningham Road right-of-way.

ATTACHMENTS:

1 Project Agreement

2

3

4

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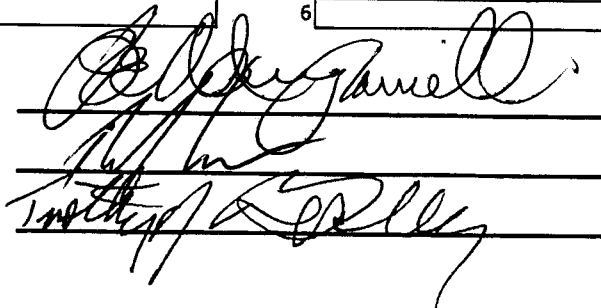
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**TASK ORDER 2018-01 - SCOPE OF SERVICES AND FEES FOR PROFESSIONAL SERVICES
FOR SANITARY SEWER and STREET IMPROVEMENTS OF THE BELLEVUE GO-READY
PROJECT**

**Description of Basic Consulting Services and Related Matters for SANITARY SEWER AND STREET IMPROVEMENTS OF
THE BELLEVUE GO-READY PROJECT:**

A. The Basic Services are premised on the following general scope of professional services.

Property Owner Negotiations for Vacuum Sewer on Harlan Lewis and Cunningham Road:

The property owner negotiations for the proposed vacuum sanitary sewer line adjacent to the Harlan Lewis Right-Of-Way and the Cunningham Road Right-of-Way. The property owner negotiations will be for both the land acquisition and temporary construction easements for the Project.

The services are broken into the following scheduled submittals:

1. PREPARATION OF LAND TRACT DESCRIPTIONS.
2. MEETINGS WITH THE LAND OWNERS TO DISCUSS THE LAND RIGHTS REQUIRED.
3. PREPARATION OF EASEMENT FORMS AND QUITCLAIM DEED FORMS.
4. SUBMITTAL OF DOCUMENTS TO THE CITY OF BELLEVUE STAFF FOR REVIEW AND APPROVAL.
5. NEGOTIATE WITH LAND OWNERS REIMBURSEMENT COSTS UPON APPROVAL OF AMOUNT BY THE CITY STAFF.
6. IF NEEDED, COORDINATE WITH THE CITY STAFF DIRECTION TO FAVORABLE OR NON-FAVORABLE OWNERS THAN WILL NEED CONSIDERATION FOR ACQUISITION BY CONDEMNATION.

SCHEDULE OF FEES FOR SCOPE OF SERVICES, EXCEPT CONSTRUCTION PROCESS.

ITEM	FEE TYPE	AMOUNT
Item A, above - CONCEPT DESIGN (CD)	HOURLY RATE WITH NOT TO EXCEED	\$16,000

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES:

- Title Search (TO BE PROVIDED BY CLIENT)
- Property Surveys
- Property Appraisals

AGREED TO BY THE CITY OF BELLEVUE:

DATE: _____

AUTHORIZED SIGNATURE: _____

**TASK ORDER 2018-01 – SCOPE OF SERVICES AND FEES FOR PROFESSIONAL SERVICES
FOR SANITARY SEWER and STREET IMPROVEMENTS OF THE BELLEVUE GO-READY
PROJECT – LEO A. DALY**

**Description of Basic Consulting Services and Related Matters for SANITARY SEWER AND STREET IMPROVEMENTS
OF THE BELLEVUE GO-READY PROJECT:**

A. The Basic Services are premised on the following general scope of professional services.

Property Owner Negotiations for Vacuum Sewer on Harlan Lewis and Cunningham Road:

The property owner negotiations for the proposed vacuum sanitary sewer line adjacent to the Harlan Lewis Right-Of-Way and the Cunningham Road Right-of-Way. The property owner negotiations will be for both the land acquisition and temporary construction easements for the Project.

The services are broken into the following scheduled submittals:

1. PREPARATION OF LAND TRACT DESCRIPTIONS.
2. MEETINGS WITH THE LAND OWNERS TO DISCUSS THE LAND RIGHTS REQUIRED.
3. PREPARATION OF EASEMENT FORMS AND QUIT CLAIM DEED FORMS
4. SUBMITTAL OF DOCUMENTS TO THE CITY OF BELLEVUE STAFF FOR REVIEW AND APPROVAL.
5. NEGOTIATE WITH LAND OWNERS REIMBURSEMENT COSTS UPON APPROVAL OF AMOUNT BY THE CITY STAFF.
6. IF NEEDED, COORDINATE WITH THE CITY STAFF DIRECTION TO FAVORABLE OR NON-FAVORABLE OWNERS THAN WILL NEED CONSIDERATION FOR ACQUISITION BY CONDEMNATION.

SCHEDULE OF FEES FOR SCOPE OF SERVICES, EXCEPT CONSTRUCTION PROCESS.

ITEM	FEE TYPE	AMOUNT
Item A, above – CONCEPT DESIGN (CD)	HOURLY RATE WITH NOT TO EXCEED	\$16,000

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES:

- Title Search (TO BE PROVIDED BY CLIENT)
- Property Surveys
- Property Appraisals

AGREED TO BY THE CITY OF BELLEVUE:

DATE: _____

AUTHORIZED SIGNATURE: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	11/26/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input checked="" type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

2019 - 2020 City of Bellevue Bridge Inspections

SYNOPSIS:

Request approval of an agreement for engineering services between HGM Associates, Inc. and the City of Bellevue for bridge inspections.

FISCAL IMPACT:

\$16,200.00

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-10-7050

RECOMMENDATION:

Approve the agreement and E-Verify between HGM Associates, Inc. and the City of Bellevue and authorize the Mayor to sign the agreement for bridge inspections not to exceed \$16,200.

BACKGROUND:

The consultant will perform a routine inspection for each bridge structure and provide a written inspection report. The Nebraska Department of Roads (NDOR) requires the bridge structures to be inspected. The consultant will provide a copy of the written inspection report to the NDOR. The services are more specifically described in Exhibit A, Scope of Services and a list of bridges owned by the City are outline in Exhibit C.

ATTACHMENTS:

1 Letter Form Agreement

2

3

4

5

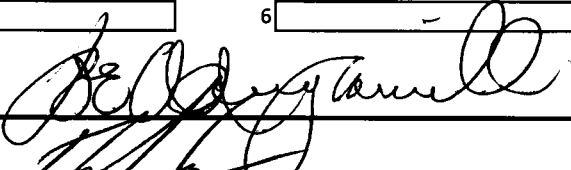


6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



November 19, 2018

Mr. Dean Dunn, P.E.
City Engineer
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

Subject: 2019 - 2020 City of Bellevue Bridge Inspection
22 Structures
HGM Proposal No. 000718-274

Dear Dean:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including the re-inspection of 22 bridges. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization. A list of bridges owned by the City of Bellevue is attached as Exhibit C.

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$16,200. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. Dean Dunn, P.E.

November 19, 2018

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all inspection work can then be completed by November 2019 and September 2020 in accordance with NBIS requirements. Final inspection reports will be completed by December 2019 and October 2020. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Structural Project Manager

Acceptance of Proposal:
CITY OF BELLEVUE - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated November 19, 2018, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (HGM) (CONSULTANT).

Subject: 2019 - 2020 City of Bellevue Bridge Inspection
22 Structures
HGM Proposal No. 000718-274

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

Routine Inspection

CONSULTANT will perform a Routine Inspection using personnel that are qualified as Team Leaders in accordance with CFR Section 650 Subpart C. Photographs will be taken of the roadway and general elevation views of the structure in addition to detail photos of deficiencies that are found. We will perform the underwater inspection of these structures whenever possible by conventional methods (sounding, probing, or use of chest waders). Use of divers is not included in this proposal.

Inspection Report

CONSULTANT will provide an inspection report for each bridge consisting of the following items to be placed in the CLIENT'S permanent file:

1. *Routine Inspection Field Report* which includes a written summary of the BrM inspection data, current data regarding bridge deficiencies, structural conditions of bridge members including section loss estimates, effectiveness of past repairs, and channel and scour conditions noted in the field.
2. *Photograph Sheets* that include captions dictated on site.
3. *Current SIA Form* showing the data included in the BrM database.
4. *Recommended Maintenance Items Checklist* showing the deficient items that should be corrected as part of the routine bridge maintenance program.
5. *Certification of Inspection* including the Team Leaders or Program Managers signature.
6. *Critical Findings Report* will be included if a deficiency is found that requires immediate follow up or action.
7. *BrM Data* will be entered into the NDOR database by the CONSULTANT.

Element Level Inspection

5 bridges require element level field inspection and reporting due to their location on designated National Highway System roadways. These bridges will be inspected in accordance with the NDOR Bridge Inspection Program (BIP) Manual requirements for element level inspections and reporting in BrM.

Initial Inspections

Since the last inspection cycle, ownership of four bridges on Highway 370 was transferred from NDOR to the City of Bellevue. Initial file setup and form preparation will be performed to include these four structures in the City of Bellevue record keeping system.

Client Responsibilities

1. None.

This is an exhibit attached to and made part of the letter agreement dated November 19, 2018, between: CITY OF BELLEVUE, PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Residency Verification Clause: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall 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.

Rev 130722

City of Bellevue
Bridges Requiring NBIS Inspection

Bridge #	Location	Type	Description	Spans	Year	Element	Special 12 Mo.	Previous Inspection Date
U023000410P	Kasper St @ Ft Crook Rd	119	Concrete Culvert	2	EVEN			9/27/2018
U023000615P	Cornhusker Rd @ Ft Crook Rd	502	P/S Conc. Multi-Beam	4	EVEN	Y		9/27/2018
U023003905	36th St @ FAS 5061	402	Steel Multi-Beam	3	EVEN			9/27/2018
U023010815P	Maas Road and 42nd St	502	P/S Concrete Girder	1	EVEN			9/27/2018
U0230B4335	0.2 S JCT N370 / Ft Crook	119	Concrete Culvert	3	EVEN	Y		9/27/2018
U0230B4340	0.1 S JCT N370 / Ft Crook	119	Concrete Culvert	5	EVEN	Y	Y - ODD	9/27/2018
U0230B4355	Ft Crook Rd @ Peoples Rd	119	Concrete Culvert	2	EVEN	Y		9/27/2018
U0230C4305	Peoples Rd @ Ft. Crook Rd	102	Concrete Multi-Beam	1	EVEN			9/27/2018
U0230C4315	0.5 N JCT Cornhusker / Ft Crook	504	P/S Conc. Tee Beam	1	EVEN			9/27/2018
U023000210P	Camp Brewster @ Ft Crook Rd	119	Concrete Culvert	2	ODD			10/23/2017
U023000620P	Harvel Dr @ Kayleen Dr	119	Concrete Culvert	2	ODD	Y		10/23/2017
U023000815P	Quail Drive @ Capehart	119	Concrete Culvert	2	ODD			10/24/2017
U023001205P	Capehart Rd @ Kennedy Exp	402	Steel Multi-Beam	4	ODD			10/24/2017
U023004103P	Lynnwood Dr and 25th St	119	Concrete Culvert	2	ODD			10/24/2017
U02301620	N370 over UP/BNSF RR	402	Steel Multi-Beam	3	ODD	Y		10/25/2017
U02301654	N370 over Ft. Crook Rd	305	Steel Multi-Box Beam	1	ODD	Y		10/31/2017
U02301670	N370 0.1 E of Ft. Crook Rd	119	Concrete Culvert	2	ODD	Y		10/31/2017
U02301890	N370 over BNSF RR	302	Steel Stringer	3	ODD	Y		10/25/2017
U023031235	Shilling Dr @ Ft Crook Rd	702	Timber Multi-Beam	12	ODD			10/25/2017
U0230A0810	Galvin @ Hansen	402	Steel Multi-Beam	1	ODD			10/23/2017
U0230C4310	0.4 N JCT Cornhusker / Ft Crook	504	P/S Conc. Tee Beam	1	ODD			10/23/2017
U0230F4305	Betz Rd @ N370	119	Concrete Culvert	2	ODD			10/31/2017

ADDENDUM

This Addendum is made this 19th day of November, 2018, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 19th of November, 2018.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

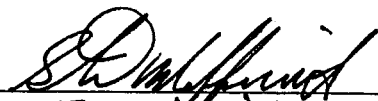
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contract agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: November 19, 2018.

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT


By: _____
Name: _____
Title: _____

By: 
Name: STEPHEN W. MOFFITT
Title: VICE PRESIDENT

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	11/13/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Captain Tim Melvin Bellevue Police Dept.		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

New interview room recording system

SYNOPSIS:

I am asking that the City of Bellevue purchase a new 12 room digital recording system for the police department's interview rooms from Intelligent Video Solutions. This money has been budgeted for in FY19 Capital Expenditures and will be used to replace an antiquated system.

FISCAL IMPACT:

\$75,147.00

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	81-20 & 10-20
	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	
	GL Account #: 7140/6268	GL Account Name: Comm Equipment - Capital \$65,000.00

Federal Forfeitures \$10,147.00

RECOMMENDATION:

Approve purchase of recording system from Intelligent Video Solutions.

BACKGROUND:

The Bellevue Police Department currently has 12 rooms that are used to interview suspects, witnesses and victims. The current system is analog which makes the audio and video distorted and hard to hear. The Sarpy County Attorney's office has expressed their concerns about the poor quality of the recordings which may violate state law. This new system will upgrade the rooms to HD video with digital audio recordings.

ATTACHMENTS:

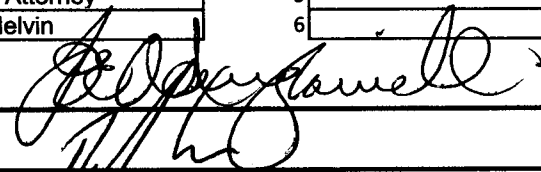
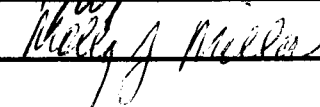
1	Price quote from IVS	4	
2	Letter From County Attorney	5	
3	Memo from Capt. Melvin	6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

BELLEVUE POLICE DEPARTMENT
MEMORANDUM

TO: Chief Elbert
FROM: Capt. Melvin
VIA:
SUBJECT: INTERVIEW ROOMS RECORDING SYSTEM
DATE: 11-14-2018



Chief Elbert,

I have obtained (4) price quotes for replacing our antiquated recording system used in our interview rooms and testing hallway. The quotes range from \$31,592 and to approx.. \$150,000. I would like to go with the quote from Intelligent Video Solutions (IVS) for \$75,147.00. They meet all our specifications we need to replace our antiquated system. We have \$65,000.00 budgeted under capital expenditures for FY 2019. The extra \$10,147.00 will be used from the Federal Forfeitures account. The extra money will allow us to have IVS install (2) cameras in 8 of the interview rooms. The rooms with dual cameras will be used for getting a "top down" view of all the parties in the room and a close up of the suspect at eye level.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

Capt. Melvin

Copy to:

Intelligent Video Solutions
W222 N615 Cheaney Rd. Ste. A
Waukesha, WI 53186
(855) 229-9699
sales@ipivs.com
http://ipivs.com



ADDRESS

Tim Melvin
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

SHIP TO

Tim Melvin
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

QUOTE #	DATE	EXPIRATION DATE
1811081135CK	11/08/2018	12/31/2018

ITEM	QTY	PRICE	AMOUNT
Criminal Investigations Division - 12 Interview Rooms, 8 of which will have a secondary, covert camera			
10024 R1X12S 1U rackmount Video Appliance w/ 12 TB Storage - Intel E5-2630 CPU; 32 GB memory; 12 TB for up to 12000 hours of video storage; supports up to 25 cameras. 3 year IVS warranty. On site and extended warranty available for an additional cost (Tier 2).	1	7,970.00	7,970.00
10039 VLTBL VALT Base License: Required on all IVS VALT Appliances. Includes core VALT components and perpetual license of Wowza Streaming Engine. Updates and support provided under active SSA agreement.	1	1,600.00	1,600.00
53010 VALT1P VALT Professional Camera License: Required for each IP Camera or Video Encoder connected to VALT. One-time perpetual license. Unlimited user and workstation support. Includes Valt Standard features plus: Containers, LDAP authentication, customizable views, sharing link, account expiration, review video filters, HTTPS (SSL/TLS), multiple servers, start multiple recording simultaneously, video stream encryption, scheduler, searchable views and time-based account access. Valt Professional does not include: single sign on (SAML), API support, external storage, custom branding, multiple templates per recording and redundant server support. These features are included in Valt Enterprise.	12	1,695.00	20,340.00
For all features visit: https://ipivs.com/wiki/Valt_Features			
53010 VALT1P Discounted 2nd Professional Camera Licenses	8	850.00	6,800.00
90029 SSA25 SSA: Annual Software Support Agreement. Tiered pricing supporting up to 25 VALT licenses. Active SSA contract required to receive unlimited IVS Help Desk support. Includes access to VALT updates and major feature upgrades released at minimum bi-annually.	3	1,800.00	5,400.00
For additional information please visit: https://ipivs.com/support-information/			
20026 P3375V AXIS P3375-V Network Camera Vandal-resistant dome in 1080p with WDR and ZipstreamVarifocal, 3-10 mm, F1.4 Horizontal field of view: 90 -34 Vertical field of view: 50 -20 . Designed for applications which require tamper proof fixed low profile zoom camera. Privacy switch and talk back are supported. Compatible with Shure MX-202/STM 1 ceiling microphone or Louroe IFPX/Verifact D wall mount/covert microphone. 3 Year Mfg. Warranty.	12	695.00	8,340.00

ITEM	QTY	PRICE	AMOUNT
21001 F41MU HDTV - 1080p AXIS F41 Main Camera Unit -, H.264 Compression, Two Way Audio - 8/16/32kHz, Compatible with Remote Camera Heads - F1015 variable focal wall or ceiling mount discreet applications, F1025 Pinhole head for in wall/ceiling - covert applications, F4005 Mini Dome - Wall or ceiling mount - Supports IVS accessories start stop button, privacy switch and talk back. Compatible with Shure MX-202/STM 1 ceiling microphone or Louroe IFPX/Verifact D wall mount/covert microphone. Mfr. Warranty - 3 Year Limited Product Warranty; -	8	449.00	3,592.00
21005 F1025 AXIS F1025 covert camera head with pinhole lens for use with F41MU. 92 degree viewing angle. Video Resolution 1080p. Includes 12M cable, Mfr. Designed for applications which a covert camera head. Warranty - 3 Year Limited Product Warranty; -	8	269.00	2,152.00
41051 WMICKT Wall Microphone and Pre-Amp for use with fixed cameras. Compatible with cameras: P1364/5, P3374/5, F41MU, M5525,	12	570.00	6,840.00
55001 VALTBN-R VALT - Button with LED indicator to start/stop recordings. Terminated to IP camera. IVS 3 Year Hardware Warranty	12	99.00	1,188.00
95010 AVINS Hourly Installation charges. Install services include physically mounting devices in room such as camera, microphone and audio interface and cabling and terminating audio equipment. Customer is responsible for IP network drop and supplying network switch unless quoted and specified by IVS.	1	6,300.00	6,300.00
95101 OCONF On-site VALT software configuration services. Includes set up and configuration of all IP devices, user groups, user permissions, rights and templates.	1	1,200.00	1,200.00
95400 TRAVL Travel to customer site	1	3,000.00	3,000.00
Shipping & Handling Shipping & Handling	1	425.00	425.00
Estimate does not include any applicable sales tax that may be due.	TOTAL		\$75,147.00

Accepted By

Accepted Date

CASECRACKER

ONYX

Quote

Account Name Bellevue PD NE
Billing Address 210 W Mission Ave
Bellevue, NE 68005

Created Date 11/7/2018
Expiration Date 2/7/2018
Quote Number 00000252

Contact Name Tim Melvin
Phone (402) 293-6587
Email tim.melvin@bellevue.net

Prepared By Carly Stoll
Email carly@casecracker.com

Product	Product Code	Product Description	List Price	Quantity	Total Price
Onyx Server 16	CCO-SVR-16	The CaseCracker Onyx Server supports up to 16 interview rooms. The server is network connected and can be accessed from any Windows computer with the Onyx client. The server is also complete with 10TB of storage space, two RAID arrays for redundancy and 24-port ethernet switch. 5-year hardware warranty included.	\$14,775.00	1.00	\$14,775.00
Enterprise 3-Year License	CCO-SLA-3	CaseCracker Onyx 3-year software license agreement provides activation for software use for 1 room up to 3-years.	\$4,935.00	12.00	\$59,220.00
Enterprise Standard Kit	CCO-AV-S	CaseCracker Onyx Standard Room Component Kit supports one interview room for audio and video recording. The kit includes (1) room controller, (1) ceiling microphone, and (2) covert or overt IP cameras. The package also includes a flagging kit and the interview-in-progress kit with start/stop capabilities. 5-year hardware warranty included.	\$4,240.00	12.00	\$50,880.00
Enterprise Room Controller Power Supply	CCO-RC-PS	The Onyx power supply provides power for up to 8 Room Controllers. Power supply is sold separately to accommodate appropriate amount of room controllers for customer purchase.	\$440.00	2.00	\$880.00
Enterprise Server UPS System	CCO-UPS	The U1 rackmount UPS system provides battery backup, power protection, and surge protection for the Onyx Server.	\$465.00	2.00	\$930.00

Note: This quote is for budgetary purposes only and does not constitute an offer to sell or include pricing for installation labor and parts.

Subtotal	\$126,685.00
Shipping and Handling	\$160.00
Grand Total	\$126,845.00



sales@casecracker.com | 720.442.7072

2575 Park Lane, Suite 110
Lafayette, CO 80026

Budgetary Interview Camera Upgrade

Prepared for

City of Bellevue

By Dave Kanne
Tuesday, August 16, 2016

PROPOSAL



22145 W. Maple Road, PO Box 131
Elkhorn, NE, 68022
Phone 402-289-4126
Fax 402-289-4263

To: City of Bellevue

Tim Melvin
1510 Wall Street
Bellevue, NE 68005
United States

Project: Budgetary Interview
Camera Upgrade

Proposal Number: PCIQ9453

Date: 08/16/16

Scope of Work:

Budgetary quote for replacing (16) interview cameras to IP cameras with built in audio. An external microphone will be plugged into the camera.

Line	Qty	Description	Unit Price	Ext. Price
1		Genetec Camera Connections		
2	16	1 camera connection	\$213.57	\$3,417.12
3		Cameras		
4	16	P3364-V/1.3MP/IN/DN/VAN/2-6MMO	\$699.99	\$11,199.84
5	16	T8351 MICROPHONE 3.5MM	\$139.99	\$2,239.84
6	16	24" adjustable screw gun bracket,..TSGB24 ERICO	\$4.84	\$77.44
7		PoE Switch Ports		
8	1	X440-G2 24 10/100/1000BASE-T POE+, 4 SFP combo, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	\$1,547.50	\$1,547.50
9	1	1000BASE-LX SFP, MMF 220 & 550 meters, SMF 10km, LC connector, Industrial Temp	\$497.50	\$497.50

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Line	Qty	Description	Unit Price	Ext. Price
10	1	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	\$7.50	\$7.50
11		Cabling		
12	3,600	Cat 6A Blue Plenum	\$0.91	\$3,276.00
13	32	Cat6 A Jack, CJ6X88TGBU Panduit	\$16.43	\$525.76
14	16	1 Port SMB, White, CBX1WH-A Panduit	\$3.36	\$53.76
15	32	Mod cord Cat 6A Light Blue 7'	\$17.49	\$559.68

Material SubTotal	\$23,401.94
Labor, Mileage, Warranty, Shipping & Misc.	\$8,190.71
SubTotal	\$31,592.65
Tax	\$0.00
Total	\$31,592.65

Exclusions/Assumptions

- Sales Tax
- Server

Payment Terms Net 30. Material is
invoiced upon receipt.

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Line	Qty	Description	Unit Price	Ext. Price
		Labor will be invoiced monthly		

This is a confidential and proprietary document of Prime Communications, Inc. In receipt of this document the recipient agrees not to reproduce or transmit this document or the information contained here.

City of Bellevue

Signature:

Name:

Title:

Date:

Customer PO# (if applicable):

Prime Communications, Inc.

Signature:

Name:

Title:

Date:

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUY AND SELLER: This document constitutes the full understanding of the parties and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties to be bound.

2. DELAYS: Seller shall not be responsible for any failure or delay in delivery due to fires, floods, labor troubles whether or not due to the fault of Seller, acts of God, breakdowns, delay of carrier, total or partial failure for any reason of usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond Seller's control. In the event of inability of Seller, for any cause beyond Seller's control to supply the total demands for any material specified in this order, Seller may allocate its available supply among any or all Buyers, including new customers, subsidiaries, affiliates and departments of Seller, on such basis as Seller, in its sole discretion, may decide upon, without liability for any failure to perform the contract which may be a consequence thereof.

3. LIABILITY: Seller's liability shall be limited to actual damages sustained by Buyer, but in no event to exceed the purchase price of the particular goods involved in the occurrence giving rise hereto.

4. TOLERANCE: The total order and each delivery hereunder shall be subject to standard shipping tolerances as contained in the Manufacturers products catalog in effect at time of delivery.

5. WARRANTY: (a) Seller warrants title and that products sold to Buyer shall be free from defects in material and workmanship and shall conform to specifications for a period of one (1) year from receipt at destination for complete units and parts and assemblies.

(b) Warranties on goods sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such goods.

(c) SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANT ABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. Upon receipt of definite shipping instructions, Buyer shall return, transportation prepaid, all defective material, or material not conforming to specifications, to Seller, after inspection by Seller or at Seller's election, subject to inspection by Seller. Material returned by Buyer must be returned in same condition as when received by Buyer. Defective material or material not conforming to specifications, so returned shall be replaced or repaired by Seller and returned, freight prepaid, without any additional charge, or, in lieu of such replacement or repair, Seller may, at Seller's option, refund the purchase price applicable to such material. Seller agrees to pay return freight charges not exceeding the lowest rail or truck rate which would apply from the original destination on all defective material, or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be free from defect and to meet specifications shall be held by the Seller for shipping instructions and Buyer shall furnish such instructions promptly upon request. Seller's liability shall be limited to the replacement or repair or to refunding the purchase price applicable to the defective material or material not meeting specifications. Seller shall not be liable for any consequential damages nor any loss, damages or expenses directly or indirectly arising from the use of the material.

6. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller's patents, trademarks or trade names.

7. CREDITS: All shipments to be made hereunder shall at all times be subject to the approval of Seller's Credit Department and, if the financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of the contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate the contract.

8. ASSIGNMENT: This contract, together with all rights, liabilities and obligations arising there under, may be assigned wholly or in part by Seller to any one or more of the corporations subsidiary to or affiliated with the Seller, without the necessity of prior notice to Buyer.

9. TAXES: The price specified herein does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

10. CHANGES: Seller assumes no responsibility for any changes in the specifications outlines in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this order, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

11. PRICE: The price specified in this contract for any material may be changed by Seller upon ten (10) days written notice to Buyer. In the event Buyer is not willing to accept such change, Buyer shall so notify Seller in writing within seven (7) days from receipt of the notice of the change and that portion of this order to which such price change is applicable shall be deemed canceled unless with seven (7) days from receipt of Buyer's notice, Seller gives written notice of its election to withdraw the proposed change.

12. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyers agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

13. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a period of one (1) year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

14. PATENTS: If any material shall be manufactured or sold by Seller to meet Buyer's specifications or requirements, and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect and save

harmless Seller against all suits at law or in equity from all damage, claims and demands for actual or alleged infringement of any United State or foreign patent and to defend any suits or actions which may be brought against Seller for any alleged infringement because of the manufacture or sale of any such material.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. WAIVERS: No Waiver by Seller or any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

17. CANCELLATION: This contract is subject to cancellation only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of

such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of the contract.

18. CLAIMS: Any course of dealing between the parties to the contrary notwithstanding at Seller's election any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims.

19. Causes of action for breach of this contract shall not be asserted after (1) year from the date said cause of actions accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of article sold hereunder

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMOIDIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF; AND YOUR ACCEPTANCE AND RECIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS.

Tim Melvin

From: Mike Miller <MMiller@SEi-Security.com>
Sent: Tuesday, April 18, 2017 1:47 PM
To: Tim Melvin
Cc: Robb Walker; Joe Milos
Subject: RE: Bellevue PD System

Tim,

This would be for the interview rooms. We could absolutely incorporate the building's 16 cameras but would need to include additional licenses, support, and probably increase the storage capacity of the main server. A "budgetary" figure would be around \$7k to incorporate those cameras.

Let me know if you have any further questions. Thanks,

Mike Miller
Senior Security Consultant



The sign of security since 1969.

Security Equipment Inc.
7234 S. 156th Cir. | Omaha, NE 68130
Direct: 402.778.3710 | Fax: 402.333.0167
MMiller@sei-security.com

From: Tim Melvin [<mailto:Tim.Melvin@bellevue.net>]
Sent: Tuesday, April 18, 2017 1:30 PM
To: Mike Miller
Cc: Robb Walker; Joe Milos
Subject: RE: Bellevue PD System

Was that just for the interview rooms or does that include the building surveillance system tie in as well?

Lt. Tim Melvin
Bellevue Police Department
Criminal Investigations Division
1510 Wall Street
Bellevue, NE 68005
Tim.melvin@bellevue.net
402-293-6587 (office)
402-293-3090 (fax)

From: Mike Miller [<mailto:MMiller@SEi-Security.com>]
Sent: Tuesday, April 18, 2017 12:46 PM
To: Tim Melvin <Tim.Melvin@bellevue.net>
Cc: Robb Walker <RWalker@SEi-Security.com>
Subject: RE: Bellevue PD System

Tim,

Our budgetary figure would be around \$180k for a turnkey video/audio surveillance solution for your interview rooms. This figure would include a server capable of storing a minimum of 90 days of recorded video/audio for each of the 16 rooms/areas we discussed. Also included would be individual viewing stations and custom controls for each of the rooms along with the high definition cameras and forensic quality audio kits. Lastly, our figure would also include all required cabling, programming, testing, and professional training.

Robb and I would like to schedule a follow-up meeting to discuss this solution further and finalize details for your RFQ. Let us know your availability for the next couple weeks and we'll get it scheduled.

Thanks,

Mike Miller
Senior Security Consultant



The sign of security since 1969.

Security Equipment Inc.
1238 S. 150th Ave. - Omaha, NE 68130
Direct: 402-778-3715 | Mobile: 402-373-3323
MMiller@sei-security.com

From: Tim Melvin [<mailto:Tim.Melvin@bellevue.net>]
Sent: Monday, April 17, 2017 2:21 PM
To: Robb Walker
Cc: Mike Miller
Subject: RE: Bellevue PD System

That works thanks.

Lt. Tim Melvin
Bellevue Police Department
Criminal Investigations Division
1510 Wall Street
Bellevue, NE 68005
Tim.melvin@bellevue.net
402-293-6587 (office)
402-293-3090 (fax)

From: Robb Walker [<mailto:RWalker@SEI-Security.com>]
Sent: Monday, April 17, 2017 2:01 PM
To: Tim Melvin <Tim.Melvin@bellevue.net>
Cc: Mike Miller <MMiller@SEI-Security.com>
Subject: RE: Bellevue PD System

Tim,
I just got off the phone with Mike, who is on the road today. Would it be ok to get some budget number to you on Tuesday? We have some final things to go over and won't have things finished until the morning.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	12/10/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Chief Perry Guido	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Purchase new Breathing Air Compressor

SYNOPSIS:

Purchase one new breathing air compressor from Feld Fire in the amount of \$36,700.00 to replace old compressor at the Fire Training Site.

FISCAL IMPACT:

\$36,700.00

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

\$36,700.00

RECOMMENDATION:

Approve purchase.

BACKGROUND:

The current breathing air compressor at the Fire Training Site is 22 years old and suffered a major mechanical issue in April and is now unserviceable. This unit is used when the training site is rented out to other agencies and to ensure all air packs are back in service before our firefighters leave from training exercises.

ATTACHMENTS:

1 Feld Fire Bid

2 Bid Specification Sheets

3

4

5

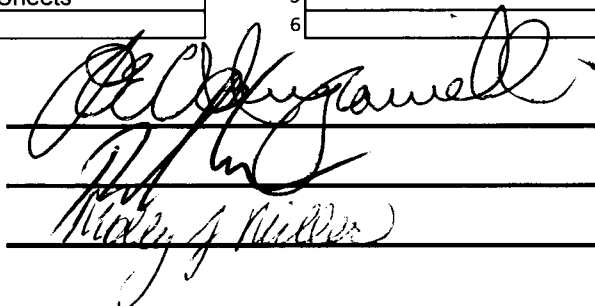
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





Quote

Page: 1

Order Number: 0281395
Order Date: 11/2/2018

Sold To:

Bellevue Fire Department-NE
211 W 22nd Ave
Bellevue, NE 68005

Ship To:

Bellevue Fire Department-NE
211 W 22nd Ave
Bellevue, NE 68005

Confirm To:

Customer Number		Customer P.O.		Terms	Salesperson	Ship VIA	Order Date	Order Number
04-1037600		Nick Pierce		Net 30	0040	UPS	11/2/2018	0281395
Ordered	Shipped	BackOrder	Item Number	Item Description		Whse	Price	Amount
1.00	0.00	0.00	VEC25	Vertecon, 6K, 20hp , 3 Phase Compressor Bauer Securus System		000	#####	36,700.00
1.00	0.00	0.00	SECURUS	OPTIONAL EQUIPMENT Electronic CO Monitor w/ Cal Kit, ADD \$3700.00 Quote>>>>>>>> Upgraded P5 to P5 SECURUS Purification System Installation and Training Included.		000	0.000	0.00
Box 625 113 North Griffith Road Carroll, IA 51401 www.feldfire.com						Ph: (712) 792-3143 Fx: (712) 792-6658 Iowa Sales Tax Permit No. 1-14-004938M		
						Member NFPA, NAFED, I.A.F.C., I.F.A., I.F.C.A		
						Net Order: Less Discount: Freight: Sales Tax:		36,700.00 0.00 0.00 0.00
						Order Total		36,700.00

NOTICE TO BIDDERS
For 6000 PSI Stationary Breathing Air Compressor Station

The City of Bellevue, Nebraska will accept sealed bids at the District 1 Fire Station 211 West 22nd, Bellevue, NE 68005, until 10:00 a.m. on November 8, 2018, for a Breathing Air Compressor for the City of Bellevue. Bid specs and contact information may be obtained at the Bellevue Fire Department, 211 West 22nd Ave., Bellevue, NE 68005 or by calling 402-293-3153 EXT 0 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

All bids must be clearly marked “**Breathing Air Compressor**” on the outside of the sealed envelope. The city reserves the right to reject any or all bids and to waive informalities.

Sabrina Ohnmacht
City Clerk

Publish on ???????? and furnish Proof of Publication.

6000 PSI Stationary Breathing Air Compressor Station

Bid Specifications

Specification for a high-pressure compressor and purification system to supply breathing air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The compressor and the purification system shall be designed and produced by the same Manufacturer. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001:2008 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. The system shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

The system shall be supplied on a vertical steel frame designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the system's components. The arrangement of components on the frame shall permit unrestricted cooling air flow to the compressor and prime mover, and provide access for operation and maintenance.

The system shall be designed for continuous duty operation indoors with room temperatures ranging between 40°F and 115°F¹. Installation shall not require a special foundation; however, it is the responsibility of the purchaser to ensure the installation site has a solid and level foundation that can support the weight of the system, the availability of a qualified source of air for the intake of the compressor and adequate ventilation.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the system. All instrument tubing shall be either 300 series stainless steel or pressure rated hose.

The system shall be warranted free from defects in material and workmanship for a period of eighteen months from date of shipment or twelve months from date of start-up, whichever expires first. The warranty shall not impose limitations on the system's accumulated operating hours during the warranty period.

WARRANTY

The equipment supplied shall be guaranteed to be new, of current design, and free of all defects in material and workmanship for a period of three years or 1200 hours, based on prescribed service and maintenance.

COMPRESSOR FEATURES

The compressor shall be an air-cooled, oil lubricated, five stage, four-cylinder, reciprocating compressor. The 1st and 3rd stages, and most importantly the final stage of compression shall be of a single acting design. The crankcase shall be cast of a high strength, aluminum magnesium alloy and is engineered for superior strength, reduced weight, and exceptional heat rejection. In addition, it shall offer a generous 5-quart oil capacity. The crankshaft shall be of a single piece forged steel construction, and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design and constructed of a high strength aluminum alloy. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the first through fourth stage are of cast iron; fifth / final stage rings shall be of a high strength polymide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage's discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a dynamically balanced, diametrically opposed "X" configuration with each cylinder located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel – no auxiliary cooling fan(s) shall be necessary. The fan wings shall be replaceable.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after the second and third stages of compression, and after the fourth stage on five stage compressors, and a coalescing separator shall be supplied at the discharge of the compressor. An automatic condensate drains (A.C.D.) system shall be supplied for all of the separators. The drain solenoid shall be controlled by the PLC and factory preset to drain the separators approximately every fifteen minutes for approximately ten seconds. An exhaust muffler and non-corrosive condensate reservoir shall be included. The condensate reservoir shall have an integrated float switch connected to the PLC for automatic "full" indication and compressor shutdown. The operator shall be visually alerted that the reservoir is at capacity via a text display message on the panel mounted operator/compressor interface. The A.C.D. system shall unload the compressor on shutdown for unloaded restart. Manually operated valves shall be supplied to override the automatic operation of the A.C.D. system for test and maintenance purposes.

The compressor shall be lubricated by a combination splash and low-pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. A highly visible sight glass shall be included to check the oil level. The oil drain for the compressor shall be piped to the outside of the frame.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

Prime Mover and V-Belt Drive

The electric motor shall be of the open drip-proof (ODP) design. The motor voltage, phase and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tighten the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

AIR COMPRESSOR 20 HP Minimum

20.5 ACFM @ 6000 PSI

25.5 SCFM Charging Rate (Formula from 0 PSI to 6000 PSI)

29.5 SCFM Charging Rate (Formula from 500 PSI to 3000 PSI)

6000 PSI Minimum Continuous Duty

915 RPM Compressor Speed Maximum

20 HP Electric ODP Motor –

Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, fused transformer and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- Human Machine Interface (HMI) with 4-Line Back Lit Text Display and Emergency Stop (Optional redundant remote HMI display available)
- Home screen customizable with distributor contact information

- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - Digital Display of time to next ACD Cycle
 - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of SECURUS purification system moisture monitor warning and alarm functions (optional)
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Non-resettable hour meter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols (optional)
 - o Ethernet Connection
 - o Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.
- Include in your bid the number of HMI adjustable system parameters.

Provide the number of HMI adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a scrolling text of up to three potential causes for the fault / shutdown. 22

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on the HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure.

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high-pressure purification chambers shall have a working pressure of 6000 PSIG with a 4:1 safety factor. The purification system shall utilize replaceable cartridges. The purification system shall be designed so that the replacement of the cartridges can be accomplished without disconnecting system piping. The design of the chambers shall preclude the possibility of operating the system without cartridges installed or with improperly installed cartridges. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridges. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

Testing and Preparation for Shipment

The system shall be tested by the manufacturer prior to shipment. A copy of the manufacturer's test report shall be available upon request.

A manufacturer's nameplate shall be securely affixed to the inside of the electrical box. The nameplate shall include, at a minimum, manufacturer's name, model number and serial number, compressor block number, voltage, frequency and date of manufacture.

The system shall be suitably prepared for motor freight transport. The system shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by heavy reinforced cardboard. The compressor intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

Documentation

A documentation package shall be supplied with the system. The documentation package shall include, at a minimum, an operation manual, recommended spare parts list, warranty information and a start-up/warranty registration form.

The Operator's Instruction and Maintenance Manual for the system shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

Available Accessories

The following shall be offered by the manufacturer as accessories to the system:

- 2-1/2" Locally Mounted Liquid Filled Interstage Pressure Gauges
- Purification system upgrades
- Securus electronic purification system monitor
P5 SECURUS processes 150,000 cu ft of air based on inlet temp of 68°F
- Visual CO/Moisture Indicator
- Electronic carbon monoxide monitors with calibration kit
- DPS-2, Dual Pressure Switch
- Fill Hose assemblies
- Storage systems
- Fill stations

DELIVERY, INSTALLATION AND TRAINING

The complete system shall be assembled and tested as a complete system at the factory prior to shipment. A factory test certificate shall be shipped with the system.

An operation manual (1 set) shall be shipped with the system.

The system shall be delivered FCA seller's premise.

The system shall be set up, installed, and checked out at the user's destination by the distributor

The user shall receive training by the distributor on the operation and maintenance of the system as required.

Name and address of the closest factory authorized service center.

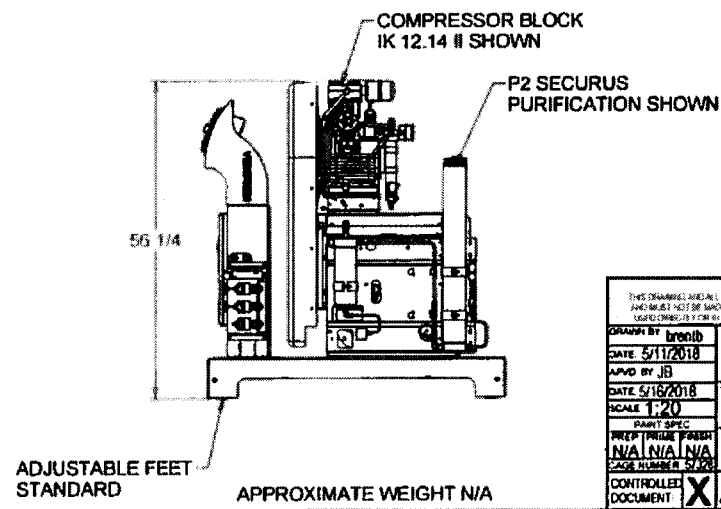
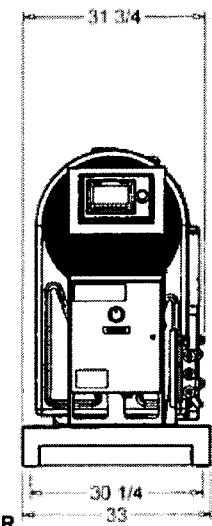
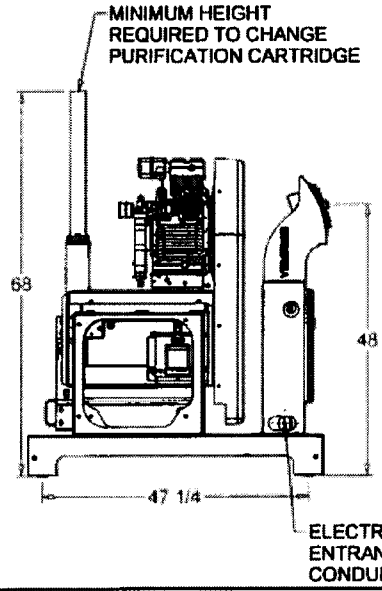
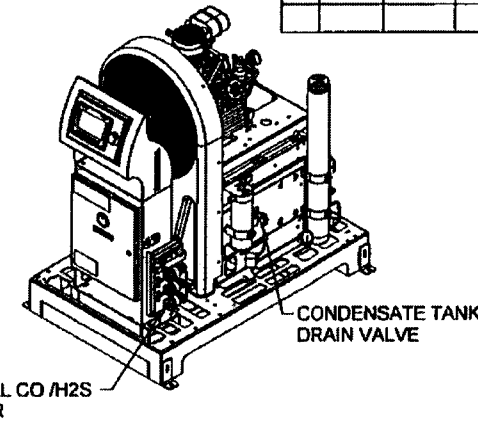
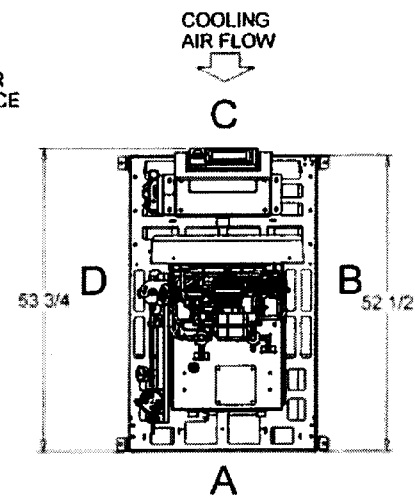
Feldt Fire 113 N. Griffith Rd. Carroll, IA 51401

SMALL BLOCK

REV	ECO #	DATE	BY	APVD

MINIMUM CLEARANCE REQUIRED FOR COOLING AIR FLOW AND MAINTENANCE

- A = 0"
- B = 24"
- C = 24"
- D = 24"



APPROXIMATE WEIGHT:

- VA5 - 720 lbs (327 Kg)
- VA6 - 720 lbs (327 Kg)
- VA8 - 730 lbs (331 Kg)
- VA10 - 740 lbs (336 Kg)
- VA13 - 740 lbs (336 Kg)

<p>COMPANY CONFIDENTIAL</p> <p>THIS DRAWING AND ALL INFORMATION HEREON ARE THE PROPERTY OF BAUER COMPRESSORS, INC. IT IS CONFIDENTIAL AND MUST NOT BE MADE PUBLIC OR COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BAUER COMPRESSORS, INC.</p>			
<p>DRAWN BY: bro01b</p> <p>DATE: 5/11/2018</p> <p>APVD BY: JB</p> <p>DATE: 5/16/2018</p> <p>SCALE: 1:20</p> <p>PART SPEC: N/A</p> <p>PREP (TIME FROM): N/A</p> <p>2-24 SURFACE: N/A</p> <p>CONTROLLED DOCUMENT: X</p>	<p>BAUER COMPRESSORS, INC.</p> <p>NORFOLK, VIRGINIA</p> <p>TITLE: Outline Dimension</p> <p>USAGE: VERTICON BREATHING AIR</p> <p>DRAWING # ASY-8077 REV 5/11/2018 SHT 1 OF 2</p>		

6000 PSI Stationary Breathing Air Compressor Station

Bid Specifications

Specification for a high-pressure compressor and purification system to supply breathing air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The compressor and the purification system shall be designed and produced by the same Manufacturer. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001:2008 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. The system shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

The system shall be supplied on a vertical steel frame designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the system's components. The arrangement of components on the frame shall permit unrestricted cooling air flow to the compressor and prime mover, and provide access for operation and maintenance.

The system shall be designed for continuous duty operation indoors with room temperatures ranging between 40°F and 115°F¹. Installation shall not require a special foundation; however, it is the responsibility of the purchaser to ensure the installation site has a solid and level foundation that can support the weight of the system, the availability of a qualified source of air for the intake of the compressor and adequate ventilation.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the system. All instrument tubing shall be either 300 series stainless steel or pressure rated hose.

The system shall be warranted free from defects in material and workmanship for a period of eighteen months from date of shipment or twelve months from date of start-up, whichever expires first. The warranty shall not impose limitations on the system's accumulated operating hours during the warranty period.

WARRANTY

The equipment supplied shall be guaranteed to be new, of current design, and free of all defects in material and workmanship for a period of three years or 1200 hours, based on prescribed service and maintenance.

COMPRESSOR FEATURES

The compressor shall be an air-cooled, oil lubricated, five stage, four-cylinder, reciprocating compressor. The 1st and 3rd stages, and most importantly the final stage of compression shall be of a single acting design. The crankcase shall be cast of a high strength, aluminum magnesium alloy and is engineered for superior strength, reduced weight, and exceptional heat rejection. In addition, it shall offer a generous 5-quart oil capacity. The crankshaft shall be of a single piece forged steel construction, and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design and constructed of a high strength aluminum alloy. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the first through fourth stage are of cast iron; fifth / final stage rings shall be of a high strength polyimide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage's discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a dynamically balanced, diametrically opposed "X" configuration with each cylinder located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel – no auxiliary cooling fan(s) shall be necessary. The fan wings shall be replaceable.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after the second and third stages of compression, and after the fourth stage on five stage compressors, and a coalescing separator shall be supplied at the discharge of the compressor. An automatic condensate drains (A.C.D.) system shall be supplied for all of the separators. The drain solenoid shall be controlled by the PLC and factory preset to drain the separators approximately every fifteen minutes for approximately ten seconds. An exhaust muffler and non-corrosive condensate reservoir shall be included. The condensate reservoir shall have an integrated float switch connected to the PLC for automatic "full" indication and compressor shutdown. The operator shall be visually alerted that the reservoir is at capacity via a text display message on the panel mounted operator/compressor interface. The A.C.D. system shall unload the compressor on shutdown for unloaded restart. Manually operated valves shall be supplied to override the automatic operation of the A.C.D. system for test and maintenance purposes.

The compressor shall be lubricated by a combination splash and low-pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. A highly visible sight glass shall be included to check the oil level. The oil drain for the compressor shall be piped to the outside of the frame.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

Prime Mover and V-Belt Drive

The electric motor shall be of the open drip-proof (ODP) design. The motor voltage, phase and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tighten the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

AIR COMPRESSOR 20 HP Minimum

20.5 ACFM @ 6000 PSI

25.5 SCFM Charging Rate (Formula from 0 PSI to 6000 PSI)

29.5 SCFM Charging Rate (Formula from 500 PSI to 3000 PSI)

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915 RPM Compressor Speed Maximum

20 HP Electric ODP Motor –

Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, fused transformer and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- Human Machine Interface (HMI) with 4-Line Back Lit Text Display and Emergency Stop (Optional redundant remote HMI display available)
- Home screen customizable with distributor contact information

- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - Digital Display of time to next ACD Cycle
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- Full support of CO monitor alarm functions (optional)
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- Built in overtime timer set at 5 hours - optional times available
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- Recoverable Run History (last 5 run periods)
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- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols (optional)
 - o Ethernet Connection
 - o Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.
- Include in your bid the number of HMI adjustable system parameters.

Provide the number of HMI adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a scrolling text of up to three potential causes for the fault / shutdown.

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Testing and Preparation for Shipment

The system shall be tested by the manufacturer prior to shipment. A copy of the manufacturer's test report shall be available upon request.

A manufacturer's nameplate shall be securely affixed to the inside of the electrical box. The nameplate shall include, at a minimum, manufacturer's name, model number and serial number, compressor block number, voltage, frequency and date of manufacture.

The system shall be suitably prepared for motor freight transport. The system shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by heavy reinforced cardboard. The compressor intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

Documentation

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The Operator's Instruction and Maintenance Manual for the system shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

Available Accessories

The following shall be offered by the manufacturer as accessories to the system:

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P5 SECURUS processes 150,000 cu ft of air based on inlet temp of 68°F
- Visual CO/Moisture Indicator
- Electronic carbon monoxide monitors with calibration kit
- DPS-2, Dual Pressure Switch
- Fill Hose assemblies
- Storage systems
- Fill stations

DELIVERY, INSTALLATION AND TRAINING

The complete system shall be assembled and tested as a complete system at the factory prior to shipment. A factory test certificate shall be shipped with the system.
An operation manual (1 set) shall be shipped with the system.

The system shall be delivered FCA seller's premise.

The system shall be set up, installed, and checked out at the user's destination by the distributor

The user shall receive training by the distributor on the operation and maintenance of the system as required.

Name and address of the closest factory authorized service center.



City of Bellevue

Office of the City Administrator

November 21, 2018

To: Mayor Sanders, Members of the Bellevue City Council, Mayor Elect Hike and Bellevue Councilmembers Elect

From: Joseph A. Mangiamelli, City Administrator

Subject: Appointment to Civil Service Commission

Pursuant to Section 2-242, Bellevue Municipal Code, I am recommending Kathy Kimball be appointed to the Civil Service Commission. If approved for this service at the November 26 City Council meeting, Mrs. Kimball will fill the remaining term of Donna Barnes who has moved outside the city limits, a requirement for participation. The remaining term comprises the period of the present through May, 2022.

Attached is information relevant to the appointment – provided earlier today for review. Your favorable consideration and approval of this appointment is requested.



City of Bellevue

Office of the City Administrator

November 20, 2018

To: Mayor Sanders, City Council President Moudry and
Members of the Bellevue City Council
From: Joseph A. Mangiamelli, City Administrator
Subject: Overview - Activities report

The following is an overview of my activities during the period since our last City Council meeting. Numerous meetings and events attended as indicated:

- *Met with city Leadership Team to review City Council meeting and discuss upcoming issues
- *Met w/staff to review upcoming City Council agenda items
- *Attended Greater Omaha Chamber Economic Outlook discussion
- *Participated w/staff in ICMA webinar on gaining public support for projects
- *Met w/staff to review upcoming transition
- *Attended library steering committee meeting

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City of Bellevue
Office of Administrative Services
1500 Wall Street • Bellevue, Nebraska 68005 •

Administrative Services Department Activity November 7th – 20th, 2018

Administrative Services Director

- FMLA case management (9)
- Prepare biweekly activity report
- Coordinate R & A committee meeting to plan Employee Holiday luncheon.
- Communication with NDOT on problematic new bus specifications and ordering of 2018 bus.
(continued)
- Job posting approvals (2)
- Leadership Team meeting
- Finalize Sparq Data scanning agreement
- Conduct new hire orientation (1)
- Prepare interview questions for Human Service Manager
- Prepare training outline for Human Service Manager
- Attend Supervisor Substance Abuse training
- Prepare employee years of service 4th quarter invitations
- Complete EBS employee reimbursement verifications for Finance
- Finalize ADA committee meeting minutes from 10/31/18.
- Updating ADA Transition Plan and website content (continued)
- Monitor Key Position profiles for the Succession Plan. (continued)

Human Resources Manager

- Employee Matters Under Review (2)
- UltiPro Case Management (20 cases open/reviewed/closed)
- UltiPro Recruiting and Onboarding Module Implementation/testing
- Payroll processing SOP creation/training
- Year-end setup review and corrections
- Annual substance abuse training
- Year-end payroll training with UltiPro
- Employee HRIS maintenance
- PD automated leave request system setup and testing
- Salary comparison request
- UltiPro ACA Services Setup and implementation/audit and backfill data
- 1095-C forms audit and system corrections
- Payroll processing 11/16 payroll

As per your request the following is a synopsis of the day to day activity performed by the HR Coordinator and Personnel Technician:

- **Record Management:**

Prep, Input and Record

- Payroll Changes for processing for November 16th and November 30th
- Processed Address Changes – 3 Name Change - 0
- Travel & Training Requests Processed 9 Narratives Received - 4
- Miscellaneous Copies and Secretarial work for Admin Svcs. Director to include revisions to job descriptions. Prepare and process all of Human Service, Administrative Service and HR Requisitions. Advertise, accept and process applications for the various Department Heads.
- Recorded Performance Evaluations –1 Verifications of Employment – 4

- **Applicants/Recruitment:** Library Clerk, Traffic Sign/Signal Technician, Electrical Inspector

- **Benefit Orientation/Employee Exits/Resignations:**

- 0 - Full Time Exit
- 0 – Full Time Benefit Orientation
- 1 - Promotion
- 0 – Return from Leave
- 0 – Transfer
- 2 –Leave of Absence
- 1 – Resignations/Terminations

- **Benefit Administration:**

- COBRA Notices – 1
- Retirement Enrollment/Rollovers - 0 Retirement Payout/Withdrawal - 1
- Processed 457 Transfers/Enrollments/Changes - 4 TASC Resign - 0
- Beneficiary Changes - 0 QDRO - 0
- Processed New or changes to Principal Loan – 1
- Audited and sent to Finance for payment Life and LTD and Supplemental life.
- Audited and sent to Finance for payment EBS, Met Life and AFLAC
- Reconcile Retiree Payments and notified the retirees of payment amounts due.
- Review Variances on Benefits for Finance
- Updating data base with new amounts for voluntary life insurance and creating census for voluntary life bids
- Updating data base with new Life and AD&D amounts due to increases last year and creating census for insurance broker for insurance bidding.
- Updating data base with new LTD amounts and creating census for insurance broker.
- Auditing all beneficiaries for retirement and life ongoing
- Prepared my portion of the GASB report for Finance Director

- **Payroll Administration:**

- Prep, E-Verify and Process New Hires - 2
- Background Checks - 2
- Medical Testing for New Employees - 1

- Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases.
- Audited TASC payroll verification and sent PVR and finalization to finance
- Input into new system (ulti) new employees - 0
-
- **Reports:**
- Prepared Activity Report for HR Manager
-
- **On-Going Projects:**
- Prep new contract year sheets for Grade/Step/Anniversary Date/Changes
- Auditing of Personnel Files to include updating database with new information
- Auditing of I-9 forms
- Cover Human Service Desk for absent Secretary and during lunch hour.
- Prepare orientation packets & manuals for new employees.
- Auditing benefit deductions for new payroll software
-
- **Training:** Continued training on new Ulti-Pro Software, Kutak Rock Employment Law Seminar
-
- **Civilian Retirement Committee:** Meeting for Committee on November 20th

Payroll Specialist

- All uploads for Retirements
- All comp time for all Fire, Police, Exempt and Civilians figured and added to payroll.
- All garnishments, liens and child support.
- All unions and other associations dues that are taken from members pay, sent to various banking institutions.

Specialized Transportation Service

- Passenger Boardings – 366
- Miles traveled – 2,575
- New clients registered – 6
- Human Service Specialist on vacation



City of Bellevue
Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

November 20, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

Jeremy from MIS met with Susan and I on Thursday the 15th to correct some issues we were having with our Laserfiche. He will be coming back in the near future to give us some additional training and show us some different techniques.

On Friday the 16th, Susan and I, along with Tammi and Shirley from Planning and Leland Jacobson, Chair of the Planning Commission, met with Craig Caples from Sparq. We posed questions and concerns to him on issues we were having and what could be done differently. He took back the requests for a different voting display and that will be something they work on changing in their software.

We are gearing up to send out the annual renewals of tobacco licenses, occupational tax stickers/vending machines, and waste hauler permits. These renewals are all due by the end of the year.

Day to day tasks, as usual.





CITY OF BELLEVUE FINANCE DEPARTMENT

1500 Wall Street - Bellevue, NE 68005 - (402) 293-3000

Bellevue Finance Department Status Report November 26, 2018

ACCOUNTING AND FINANCE

- Preparing for annual audit fieldwork beginning December 10th
- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads / imported into general ledger
- Reclass/Transfer expenses between departments; worked extensively with PW departments
- October bank reconciliations
- Adjusted rights to approved used in Abila system
- Authorized CDBG reimbursement
- Researched bills on minute record
- Met with several departments to update forecast
- Updated capital forecast and budget forecast file
- Worked on SEFA schedule for audit
- Processed credit card transactions and reconciled statements
- AP Review
- Rescue Fees
- Lease entries
- Monthly tax reports

CDBG:

- Finalized draft 2017-2018 Consolidated Annual Performance and Evaluation Report (CAPER), presented to City Council for approval, and submitted approved draft to HUD for review.
- Completed final 2018 project environmental review report for 2110 Office Retail Upgrade Phase II and publish for 15-day comment period.
- Began final close out review for Northwest Bellevue Sidewalk and Curb project including review of HUD monitoring checklists and project file.
- Reviewed all open subrecipient agreements and prepare notices for agreement expiration date and required documents.

RISK MANAGEMENT:

- Continued processing existing claims and worked to bring open claims towards resolution and closure
- Continued to investigate/accept/deny new claims
- Conferred with nurses, employees, and claims administrator on complex injury claims
- Processed appropriate invoices for payment
- Continued to manage modified duties for restricted employees
- New Hire Orientation: 1 part-time
- Met with physicians and toured an occupational health clinic
- Conferred with legal and insurance carrier on various liability claims

Safety Inspector:

- Secured PPE for employees
- Checked city buildings for any safety concerns and contacted building maintenance on items that needed immediate attention.
- Began inspection for winter of plow trucks for extinguishers in place and clean floors
- Random safety checks on Parks throughout the City
- Conducted all duties associated with surplus equipment auction
- Performed a mold assessment on District 3 and forward my findings to Building Maintenance
- Total surplus sales as of November 20, 2018: **\$315,583.45**

Respectfully submitted,

Rich Severson
Finance Director, City of Bellevue



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 11/20/2018

A. General Items:

- QA/QI
- We had 87 applicants test for part time Firefighter positions. Six dropped out prior to testing, 24 did not show for testing, one failed the written exam and 14 failed the physical agility. We will look at the 42 applicants that passed to see who have the necessary qualifications and being the interview process.
- Meeting at Nebraska Medicine Bellevue on possible trauma center designation.
- Finished vacation bid for 2019.

B. Training:

- Children's Hospital training.
- Omaha Waste Water treatment tour.
- Chimney Fires.

C. Inspections:

- Inspection of Bellevue Medical Center.
- Inspection of Bellevue Medical office.
- Plan review Dunkin Donuts.

D. Calls: November 8th through November 20th

Fire – 47
Rescue - 151

E. Ambulance Billing





City of Bellevue

Fire Department

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No mid-month report

F. Manpower Report Staffing

Staffing Report from 11/5/2018 through 11/11/2018

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	E-21	3-Person
Thursday	AM	E-41	3-Person
Thursday	PM	E-31	3-Person
Friday	AM	E-1	3-Person
Friday	PM	E-1,31	3-Person
Saturday	AM	E-21,41	3-Person E-31 O.O.S.
Saturday	PM	E-1,31,41	3-Person
Sunday	AM	E-1	3-Person EMS, E-41 O.O.S.
Sunday	PM	E-1,41	3-Person EMS Asst. O.O.S.

Staffing Report from 11/12/2018 through 11/18/2018

Monday	AM	E-21,41	3-Person
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	E-21	3-Person
Wednesday	AM	E-21	3-Person
Wednesday	PM	E-31	3-Person
Thursday	AM	E-31	3-Person
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	E-1,21,31	3-Person
Saturday	PM	Full	
Sunday	AM	E-1,21,31	3-Person
Sunday	PM	Full	



City of Bellevue Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 11/13/2018

- Over 1,000 people came through the library's doors on Tuesday, Nov. 6, on the day of the elections. The library has traditionally been a polling site for elections, opening up for election officials at 7 a.m. and staying open until the polls close and everything is wrapped up.
- The Bellevue Public Library will once again be an official "Come Write In" center for the National Novel Writing Month (NaNoWriMo) in November. National Novel Writing Month encourages participants to write 50,000 words in 30 days. A kick-off event was held at the library on Thursday, Nov. 8. The library sponsors a writer's group, called the Inklings, which meets once a month to share techniques, critiques and publication tips.
- Children's Librarian Michelle Bullock and Assistant Children's Librarian Alice Boeckman participated in the 2018 Holiday Heroes Chili Cook-off at the Beardmore Event Center on Friday, Nov. 9. In addition to handing out over 200 chili samples, the duo were able to share event calendars for the various library departments and to hand out other library information materials.
- The Library Steering Committee working on the site feasibility project, met on Monday, Nov. 5. The group spent most of the meeting talking about general adjacencies under a single-level and a two-level option. The group also reviewed discussion/outcomes with meetings of Bellevue University and Metro Community College representatives.
- The library is sponsoring a Mini Thanksgiving Parade contest to be completed by Nov. 14th. Patrons are invited to build their own miniature Thanksgiving Day parade float using a Kleenex or shoe box sized box. Floats will be on display from Nov. 14 to the 28th so that people can vote on their favorite float. Three categories will be open: individual under 12; family/team; and individual adult. Winners will be announced Nov. 28 and receive a gift certificate to the Bellevue Library Foundation's book sale room.



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director


Date: 11/20/2018

- Monthly staff meetings were held in the morning and afternoon on Wednesday, Nov. 14. Among the items reviewed were plans for a library celebration in connection with the Olde Towne Christmas events on Dec. 2; a new book recycling process; the Foundation's book sale Nov. 24 to Dec. 2; and current staff openings.
- The Library Policy Task Force met on Nov. 14 to begin the process of reviewing all Library Board policies. The task force, consisting of Library Director Julie Dinville and Board members Deborah Ady, Katie Peterson, and Kathleen Crawford-Rose, looked at examples of organizational methods for the policies and discussed the possible addition of new policies.
- Director Dinville gave a presentation to the Bellevue Altrusa Club on Thursday, Nov. 15, at the Beardmore Event Center. She discussed the recent community engagement sessions held in connection with the site feasibility project and updated the group on the most recent activity on the project.
- Library Systems Administrator Sandra Astleford and Director Dinville met with Justin Swain, Executive Account Manager and Senior Product Manager, with SirsiDynix, the vendor of the library's Integrated Library System (ILS). Swain reviewed new updates planned for the ILS software and discussed the library's ongoing projects to add new catalog interface, texting, and mobile app modules to the system.
- Despite the snowy weather, a good group of participants enjoyed making "Rustic Ring Pumpkins" from canning lids in a craft program held on Saturday, Nov. 17, by the Adult Services Department. While making their pumpkins, crafters could keep warm by the "fire" projected on the TV screen.
- Practicum student Brian Duffy, who is completing a library science degree through the University of Nebraska-Omaha, finished his 75 hours with the Bellevue Public Library on Nov. 15. Duffy had an opportunity to work with all departments as part of the practicum.



City of Bellevue

Office of the Planning Department

To: Mayor Sanders, City Council, and City Administrator Mangiamelli
From: Chris Shewchuk, Planning Director 
Date: November 20, 2018
Subject: Department comments for Administration Report

I have received comments from all other departments regarding their review of various Sanitary and Improvement Districts for annexation potential. The review consists of the effect such an annexation will have on each department—primarily additional personnel and equipment needs, plus immediate maintenance requirements. I will compile this information into a single report and add financial information from the SID audits as it is received.

The December meeting of the Planning Commission will be held on December 20th. On the agenda is a request for change of zone and preliminary plat approval for Belle Lago South, a 122 lot single-family residential development, and a request for a change of zone and small subdivision plat approval on a 27 acre tract of land at the end of Childs Road, west of Cedar Island Road.

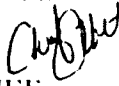
I attended the quarterly board meeting of Back to the River, Inc.

Tammi and Shirley met with a representative for Sparq software to discuss issues regarding the software and to suggest updates that could make it easier to use.

We met with a prospective developer of property on 48th Street, just south of the west branch of the Papillion Creek. This property was previously approved for development by Carson Stone (a landscaping company), but it is now for sale.

Tammi attended a meeting of the Chamber Economic Development Committee.

INTEROFFICE MEMORANDUM

TO: JOE MANGIAMELLI
FROM: CHIEF ELBERT 
SUBJECT: DIRECTORS BRIEF
DATE: 11/20/2018

Responded to ACLU records request concerning SRO activity.

Attended a Training session on Cyber Attacks on 911 Centers.

Finishing up a couple backgrounds on potential new officers.

Collaboration effort underway with area partners re: Mental Health cases.

(Sarpy received \$81,700 grant on the subject matter)

Code Enforcement Stats:

November 9, 2018

November 16, 2018

Calls – 205

214

Notices:

Zoning – 5

2

Nuisance – 44

23

Clean Ups – 0

25

Tree Removal – 0

0

Certified Notices – 3

28

Officer Initiated – 23

10

Towed Vehicles – 1

1

Red Tags – 1

4

Sarpy County Administration

ADMINISTRATOR Dan Holms
DEPUTY ADMINISTRATOR Scott Bovick
DIRECTOR OF ADMINISTRATIVE SERVICES Stu DeLaCastro



1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046
402-593-1565

November 19, 2018

To: Bellevue Police Dept. Chief Mark Elbert
Papillion Police Dept. Chief Scott Lyons
La Vista Police Dept. Chief Bob Lausten
Sarpy County Sheriff Jeff Davis
911 Call Center Director Bill Muldoon
Region 6 Behavioral Healthcare Regional Administrator Patti Jurjevich
Sarpy County Corrections Director John Hubbard
Sarpy County Attorney Lee Polikov
Sarpy County Chief Deputy Attorney Bonnie Moore
Sarpy County Public Defender Tom Strigenz
Sarpy County Community Corrections Director Danielle Richler
Heartland Family Service COO Mary O'Neill, Director Jenny Stewart

FROM: Sgt. Robert Hillabrand

Sarpy County applied for a U.S. Department of Justice grant in early March, 2018 in order to develop a specialized law enforcement response to calls involving people experiencing a mental health crisis. I am pleased to share with you that Sarpy County has recently received notification that we have been awarded this grant award in the amount of \$81,700.

Sarpy County Sheriff's Sgt. Rob Hillabrand has been assigned as the Law Enforcement Planning Coordinator, as identified in the grant application. Sgt. Hillabrand will be reaching out to each of you in order identify the representative from your agency who will be attending the monthly meetings.

The planning grant is a joint collaborative between local law enforcement and mental health entities in creating a specialized law enforcement response to mental health crisis calls for service. The ultimate goal is to decrease the number of individuals booked into jail on misdemeanor charges who have mental health/and or co-occurring substance abuse issues. This would benefit all Sarpy County law enforcement agencies by identifying high utilizers and consumers in need of assistance rather than incarceration, thus limiting their frequent law enforcement contacts.

Thank you in advance for your support and commitment to this very important planning process.

Sgt. Robert Hillabrand
Mental Health Law Enforcement Project Coordinator (LEPC)



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Public Works Director's Report

November 26, 2018

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Administration: Jeff Roberts

- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Meetings
 - Director meetings 11.09.18, 11.22.18
 - Superintendent meetings 11.01.18, 11.15.18
 - MAPA TTAC 11.20.18

Engineering: Dean Dunn

- American Heroes Park Phase 6
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
 - FHWA monthly meeting TBD
 - UCC monthly meeting 11.12.18

Parks: Brian Madison

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Winter Duties

Recreation: Jim Shada

Listed below the total number of Registrations we have taken to date, runs through September 29th.

- Youth Flag Football
- Youth Soccer
- Total Registration to Date - 70

Street Maintenance: Bobby Riggs





City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Winter Duties

Waste Water: Epiphany Ramos

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

Fleet Maintenance: Todd Jarosz

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: January 08, 2018		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services	3	18
Public Works		
Parks	8	8
Recreation		
Cemetery		
Streets	10	16
Fleet Maintenance		
Permits & Inspections		
Police	6	10
Fire	8	43
Wastewater		

Reported hours are taken from work orders submitted for the week. Some work orders may reflect a large amount of hours performed which would mean the unit was in the shop for an extended period of time. Work may be carried over from one week into another.

The number of hours documented on repair tickets does not include the hours it takes for Fleet Maintenance personnel to shuttle cars to and from the shop, to deliver cars to designated locations for out sourced work (i.e. window/windshield replacement, body work, warranty work) and running for parts, etc.

NEXT REPORT 12.10.18

