

## Bellevue City Council Meeting

Monday, January 14, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of Agenda
  - b. Approval of the Consent Agenda (Items marked with an \* are approved when this item is, unless otherwise removed)
    1. \* Approval of the Minutes from the December 10, 2018, City Council Meeting
    2. \* Acknowledge Receipt of the Minutes from the December 20, 2018, Planning Commission Meeting
6. \* Approval of the Claims
7. ORGANIZATIONAL MATTERS:
  - a. Approval of the Public Official Bonds
8. SPECIAL PRESENTATIONS: None
9. LIQUOR LICENSES:
  - a. Application for a Special Designated Liquor License to sell beer and distilled spirits during a Fundraising Trivia Night at Daniel J. Gross Catholic High School, 7700 South 43rd Street, on February 23, 2019, from 6:00 p.m. to 10:00 p.m. (City Clerk)
10. ORDINANCES FOR ADOPTION (3rd 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)
    1. Small Subdivision Plat for Lot 1, Milt's Addition
    2. Conditional Use Permit for Lot 1, Milt's Addition for the purpose of a Self-Storage Facility
  - c. Ordinance No. 3923: Amending Article 7, Sign Regulations, of the Bellevue Zoning Ordinance regarding Digital Signs Applicant: City of Bellevue (Planning Director)
11. ORDINANCES FOR PUBLIC HEARING (2nd reading): None
12. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 3925: Rezoning Lots 1 through 121 and Outlots A through G, Belle Lago South, from AG and RG-50-PS to RG-50-PS for the purpose of single-family residential development Applicant: Boyer-Young Development General Location: Southeast of 48th Street and Capehart Road (Planning Director)

b. Ordinance No. 3926: Issuance of Highway Allocation Fund Pledge Bonds, Series 2019, in an amount not to exceed \$3,715,000 (Finance Director)

c. Ordinance No. 3927: Amending the City Code to move the City Council Meetings to the 1st and 3rd Tuesdays of the month (Administration)

13. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Public Hearing on the Event License Application from the MAK Throwers for Nebraska Celtic Festival 2019 in American Heroes Park on April 6 and 7, 2019, from 7:00 a.m. to Sunset (City Clerk)

b. Public Hearing on the Event License Application from Carol Blood for a Privately Operated Farmers Market in Washington Park running from May 25 through September 7, 2019 (with the exception of August 17), 6:30 a.m. to Noon (City Clerk)

14. RESOLUTIONS:

a. Resolution No. 2019-01: Adoption of the Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way (City Attorney)

15. CURRENT BUSINESS:

a. \* Approving the Agreement acquire Purchase of a new Mini-Bus in partnership with the Nebraska Department of Transportation (NDOT)

b. \* Approving the movement of the February 25th meeting to February 26th to allow for attendance at the League's Mid-Winter Conference

c. Approving the revised Fire Station Alerting System Service Agreement with U.S. Digital Design (previously approved at the 12/10/18 meeting) (Fire Chief)

d. Approving the Permanent Easement over part of Lot 194 and Lot 195, Fontenelle Subdivision, for the purpose of accessing, inspecting, repairing, and maintaining sanitary sewer connections that exist on the property (Public Works Director/Manager of Engineering Services)

e. Approval of a Change Order for the 2018 Concrete Projects (Public Works Director/Manager of Engineering Services)

f. Approval of and authorization for the Mayor to sign the low, responsive responsible bid from Neuirth Construction, Inc, for the Leawood Lift Station Abandonment Project in the amount of \$138,739.20 plus potential City initiated Change Orders of up to 10% (\$13,873.92) (Public Works Director/Manager of Engineering Services)

16. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports

17. PUBLIC REQUESTS TO BE HEARD:

18. CLOSED SESSION: None

19. ADJOURNMENT

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  - f. Approval of and authorization for the Mayor to sign the low, responsive responsible bid from Neuirth Construction, Inc. for the Leawood Lift Station Abandonment Project in the amount of \$138,739.20 plus potential City initiated Change Orders of up to 10% (\$13,873.92) (Public Works Director/Manager of Engineering Services)
16. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports
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18. CLOSED SESSION: None
19. ADJOURNMENT

# MINUTE RECORD

Bellevue City Council Meeting, December 10, 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 10<sup>th</sup> day of December, 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**

The Arrow of Light Scouts from Cub Scout Pack 483 led in 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 City Council Minutes**

**Motion** was made by Shannon, seconded by Moudry, to approve the minutes of the November 26, 2018, meeting of the City Council. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## **Final Remarks**

Outgoing Councilmen Hansen and Moudry along with Mayor Sanders offered some parting words, thank yous, and well wishes for the newly elected Mayor and Council Members.

## **Adjourn sine die**

There being no further business to come before the Council at this time, on motion by Hansen, seconded by Moudry, at 6:10 p.m. the meeting adjourned sine die.

## **Administration of Oath of Office**

The Honorable Judge Michael A. Smith, District Court Judge of the Second Judicial District, administered the Oath of Office to newly elected Mayor Rusty Hike, Ward Two Councilman Bob Stinson, and Ward Four Councilwoman Kathy Welch.

<< *Brief Celebratory Reception* >>

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 10<sup>th</sup> day of December, 2018, at 6:40 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Kathy Welch.

## **Open Meetings Act**

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

## **Approval of the Consent Agenda**

**Motion** was made by Shannon, seconded by Burns, to approve the consent agenda which included the following: approval of the Claims, approval of a Temporary Construction Easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen, approval of a Permanent Sanitary Sewer Easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen, approving the Request for Release of Funds for CDBG 2018 Projects and Authorizing submittal to HUD, and approval of Resolution No. 2018-35: Authorizing Mayor Hike and Treasurer Severson as banking signatories. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## **ORGANIZATIONAL MATTERS:**

### **Election of the City Council President for 2019**

**Motion** was made by Preister, seconded by Burns, to nominate Paul Cook as Council President. There were no other nominations.

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

Mr. Paul Cook of Ward III is the Council President for 2019.

### **Approving the Mayoral Appointment of James L. Ristow as City Administrator**

**Motion** was made by Shannon, seconded by Preister, to approve the Mayoral Appointment of James L. Ristow as City Administrator. Council discussion ensued.



# MINUTE RECORD

Bellevue City Council Meeting, December 10, 2018, Page 2

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, and Welch voted yes; voting no: Burns. Motion carried.

## **Approval of the Employment Agreement for James Ristow**

**Motion** was made by Shannon, seconded by Welch, to approve the Employment Agreement for James Ristow.

**Motion** was made by Shannon, seconded by Welch, to amend with the agreement as presented this afternoon from the City Attorney. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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

## **SPECIAL PRESENTATIONS: None**

## **LIQUOR LICENSES: None**

## **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. This item had been held over from the November 26, 2018, meeting.

A motion to approve and one to amend with the new "Section 3" were already on the floor from the November 26<sup>th</sup> meeting.

Extensive discussion with the applicant ensued.

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

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

## **Approval of the Development Agreement**

**Motion** was made by Shannon, seconded by Preister, to approve the agreement as presented.

**Motion** was made by Shannon, seconded by Preister, to amend the agreement by adding the County to Section 2 and ending Section 11 after the 'AG.' Roll call vote on the amendment was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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

### **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 (Third 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 third and final reading.

**Motion** was made by Cook, seconded by Preister, that Ordinance No. 3919 be adopted. Mayor Hike asked "Shall Ordinance No. 3919 be passed and adopted?" and upon roll call the following voted yes: Stinson, Cook, Shannon, Preister, Burns, and Welch; voting no: none. Mayor Hike proclaimed Ordinance No. 3919 passed and adopted.

### **Ordinance No. 3921: Amending Article VII of Chapter 28 of the Bellevue Municipal Code regarding the City of Bellevue Complete Streets Policy (Second Reading)**

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, was read by title only for the second time and presented for public hearing.

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

# MINUTE RECORD

Bellevue City Council Meeting, December 10, 2018, Page 3

opposition to the ordinance.

Mr. Chuck Fredrick said the way he understands it, Complete Streets is all about public transportation and that is not what America wants. Mr. Jim Moudry spoke about the proposed changes and said a way to measure the effect on traffic flow needs to be determined.

*Mr. Burns left the Council Chambers at 7:59 p.m. He returned to his seat at 8:03 p.m.*

Mr. Leland Jacobson stated we need a design basis to move forward and there are 900 cities in the U.S. with programs. It is all about moving people whether it be walking, biking, motor vehicle, or public transit.

*Mr. Shannon left the Council Chambers at 8:04 p.m. He returned to his seat at 8:07 p.m.*

Council discussion.

Mr. John Perrin said he was a member of the Citizens Complete Streets Panel and he likes this ordinance. This is all about making movement safe and efficient.

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

Mayor Hike stated the third reading of the ordinance will be heard at the next Council meeting on January 14th.

**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 (Second Reading)**

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, was read by title only for the second time and presented for public hearing.

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

Mrs. Linda Sorensen, Mrs. Sandra Bulduc, Mrs. Peggy Helms, Mrs. Martha Didamo, Mrs. Tammy Wither, Mrs. Mary LeRoy, Mr. Mike Kropp, Mrs. Tracy Liebart, and Mr. Todd Kollhoff all spoke in opposition to this rezoning citing concerns about property valuations, safety, increased traffic, the proposed retention pond, and loss of the natural wildlife habitat. Mr. Craig Faulk, the owner and applicant, explained the plans further and said they also have support from other neighbors. He went on to address concerns that had been brought forth.

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

Mayor Hike stated the third reading of the ordinance will be heard at the next Council meeting on January 14th.

Council discussion.

Mr. Scott Braun, with PW Engineering, gave further explanation on the proposed detention basin.

**Motion** was made by Cook, seconded by Priester, to reopen the public hearing. Roll call vote on the motion as amended was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mr. Paul Bulduc questioned if there were other detention basins like this in the city. Public Works Director Jeff Roberts said yes and advised on the locations.

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

Further Council discussion.

Mayor Hike stated again the third reading of the ordinance will be heard at the next Council meeting on January 14th.

**Ordinance No. 3923: Amending Article 7, Sign Regulations, of the Bellevue Zoning Ordinance regarding Digital Signs Applicant: City of Bellevue (Second Reading)**

Ordinance No. 3923, an ordinance to amend Article 7: Sign Regulations, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to digital signs; to repeal such section as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for the second time and presented for public hearing.

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

# MINUTE RECORD

Bellevue City Council Meeting, December 10, 2018, Page 4

Mrs. Brittne True spoke about digital signs and brightness being the biggest issue in most places. She likes the digital sign ordinance Papillion uses. She recommends no flashing or video imagery.

Council discussion and questions to Planning Director Chris Shewchuk followed.

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

Mayor Hike stated the third reading of the ordinance will be heard at the next Council meeting on January 14th.

**PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None**

**RESOLUTIONS: None**

## **CURRENT BUSINESS:**

**Approving the renewal of the Consulting Services Agreement between Lockton and the City of Bellevue for the Employee Wellness Program in the amount of \$19,800**

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

**Approving the Purchase of a Station Alerting System in the amount of \$248,495.30 from RACOM Critical Communications**

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

**Approval to reduce remaining allocation of expiring 2016 CDBG Subrecipient Agreements with Project Houseworks and Buckley Construction**

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

**Approval to purchase 13 Ford Police Utility Hybrid Vehicles, 2020 model year, off the State bid from Anderson Ford Lincoln Mercury Mazda in Lincoln, in the amount of \$446,823**

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

**Approval of the low, responsive responsible bidder for the East Lift Station and Force Main Project from Neuirth Construction, Inc., in an amount not to exceed \$1,617,392.90 and Authorize the Mayor to sign the Contract**

**Motion** was made by Burns, seconded by Preister, to approve the bid and authorize the Mayor to sign the contract. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## **ADMINISTRATION REPORTS:**

Mayor Hike asked if there were any questions for the City Administrator or any of the Directors on the report presented. There were no questions.

## **PUBLIC REQUESTS TO BE HEARD:**

Mayor Hike 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."

No one came forward.

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

## **CLOSED SESSION:**

**Motion** was made by Burns, seconded by Welch, to adjourn into closed session, for the protection of the public interest and the prevention of needless injury to the reputation of an individual, at 10:18 p.m. for the purpose of a Federal Litigation update. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, December 10, 2018, Page 5

In addition to the Mayor & City Council, the following are asked to participate: City Administrator Jim Ristow, City Attorney Patrick Sullivan, Timothy Buckley, Molly Miller, Travis Jacott, Jani Jennings, Police Capt. Dave Stukenholtz, and Capt. Tim Melvin.

**Motion** was made by Shannon, seconded by Welch, to adjourn from closed session and reconvene in regular session at 10:53 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

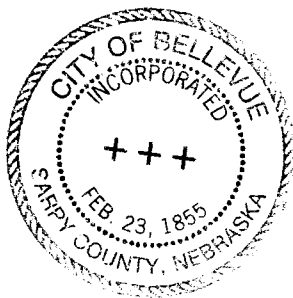
## **ADJOURNMENT:**

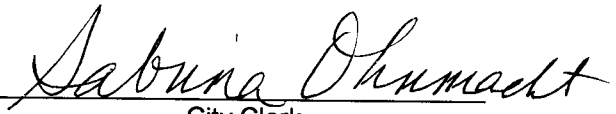
There being no further business to come before the Council at this time, on motion by Welch, seconded by Shannon, at 10:53 p.m. the meeting adjourned.

  
Sabrina Ohnmacht, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 10, 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, December 20, 2018, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, December 20, 2018 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Cain, Baumgartner, Jacobson, Ackley, Cutsforth, Ritz, and Smith. Absent was Commissioner Perrin. 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 Casey, seconded by Cutsforth, to approve the minutes of the November 15, 2018 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Motion was made by Ackley, seconded by Cain, 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.

Jacobson explained the public hearing procedures

PUBLIC HEARING was held on a request to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County from AG and RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South. Applicant: Boyer Young Development Company. General Location: Southeast of 48<sup>th</sup> Street and Capehart Road. Case #'s: Z-1809-07 and S-1809-08.

Larry Jobeun, 11440 West Center Road, Fullenkamp, Jobeun, Johnson, and Beller, LLP, was present on behalf of the applicant. He advised the proposed development is located near the southeast corner of 48<sup>th</sup> and Capehart Road. The area consists of 65 acres of undeveloped land. Located to the north of the proposed development is the Belle Lago subdivision which is in the process of being developed. The properties located to the east and to the west are zoned AG and are both undeveloped land. Immediately to the south is the Clearwater Falls subdivision, which was developed by Boyer Young Development Company. Jobeun explained Boyer Young also has Lions Gate and Cedar Grove Subdivisions developing in the area as well. The future land use map designates this area as medium density residential. The proposal is for 121 total lots, however one of the lots is a replatted lot from the Belle Lago subdivision. Subsequently, there will be 120 new lots. The density is approximately 4.4 lots per acre. There are also seven outlots, which include a lake and a relatively large drainage way. The rezoning request is from AG and RG-50-PS to RG-50-PS to allow the front yard setback to change from 35 feet to 25 feet and the rear yard setback from 25 feet to 20 feet. This is primarily due to the amount of wetlands, green space, the lake, the narrowness of the entire subdivision, and topographical reasons. These are the same setbacks that were approved for the Belle Lago subdivision. Jobeun explained the proposal includes 30 smaller villa type lots along the western and southern boundaries of the proposed subdivision. The average sales prices of the villa lots will be approximately \$285,000 with around 6,500 square feet in lot size. The remainder of the subdivision will include full size lots ranging from around 10,000 square feet in lot area with the average sale price being \$345,000. Jobeun noted access to the development will be from 42<sup>nd</sup> Avenue, 44<sup>th</sup> Street, 44<sup>th</sup> Avenue, and 45<sup>th</sup> Street. The access point from 45<sup>th</sup> Street makes a connection for Lookingglass Drive. This street will be the east/west connection and serve as a collector street, which will eventually connect development from 36<sup>th</sup> Street to 48<sup>th</sup> Street. Jobeun explained the developer is working to acquire 1.3 acres of vacant ground to the west in order facilitate the 45<sup>th</sup> Street connection. The property is being developed through the use of a Sanitary Improvement District (SID). Jobeun advised the technical deficiencies outlined in the staff recommendation report have already been satisfied. Letters were mailed out to the property owners within 300 feet of the proposed development and to the HOA on November 29<sup>th</sup> from the developer. The developer held a meeting on December 10, 2018 at the nearby Lewis and Clark Middle School. Only one gentleman attended the meeting.

Mark Westergard, 10909 Mill Valley Road, Suite 100, E & A Consulting Group, Inc., was present as the applicant's engineer. He mentioned there are two challenges with this development: the first being the land acquisition to facilitate the 45<sup>th</sup> Street connection, and the second being the trail connectivity to the surrounding developments. The proposed development connects a trail to the Clearwater Falls subdivision north along proposed South 44<sup>th</sup> Avenue. Staff would like to see trail connections to the

# MINUTE RECORD

Bellevue Planning Commission Meeting, December 10, 2018, Page 2

east and west along Lookingglass Drive, as well as along the lake to the eastern boundary of the subdivision. The area to the northeast of the existing lake is slated someday to be a regional park. The City would like to see connectivity to this area. Westergard mentioned the developer is not sure if they can afford to implement the trail plan from day one; however, it is agreed upon by all parties it is the best thing for the City and the best thing for the SID. The developer needs to figure out a way to pay for it. This could include paying for a good share of it upfront, and phasing a portion of the trails which could not be paid for on day one. Westergard provided a display and description of the proposed trails. In regards to the Lookingglass trail, the City would like to have a ten foot wide trail. It is normal for the district to pay for half of the areas that are fronting the side yard or the front yard of residential lots. The district would pay for five feet of the trail, and the homeowner for five feet (the width of a typical sidewalk). This is reflected in the projected costs. He indicated the sidewalks outlined in orange on the display are the sidewalks the district would have to build under the normal Subdivision Regulations of the city. The district would be responsible for filling in the gaps along the outlots in the area. There would be an entire connection from Clearwater Falls all the way into the current Belle Lago Subdivision. The way the latest proposal to the City has been modeled, there would be enough funds for a district of this size to do both of these trails from day one. The item in question is the proposed trail which connects to the regional park from Clearwater Falls. The Clearwater Falls subdivision has a trail that is six foot wide which connects to their park area. The proposed Belle Lago South trail would connect to that, with the idea to provide pedestrians connectivity to the future regional park area. This is proposed to be an eight foot wide trail. Westergard explained the dashed line on the display indicates wetlands that the firm has delineated. The wetlands are relatively close to the lots. He advised there are several culverts on the project. This is causing them to bump up against their 404 permit with the Corps of Engineers as far as the amount of area which can be disturbed. The intent is to look at the project and use good engineering practice to see if a trail in this proposed area can be done. This particular portion of the trail may be expensive. The developer is willing to take on the obligation to connect the trails; however, the district is not sure when they will be able to afford to do so. The developer will also look at an alternative to take the five foot walk along South 44<sup>th</sup> Avenue and make it an eight foot walk. It would come up into Belle Lago and it would come around the north side of the lake, on top of the dam, and into the regional park area. This is an alternative, should insurmountable engineering problems arise on the portion of the proposed trail that goes into Outlot A. It would still provide the same benefit to the residents and provide connectivity to a future regional park, and be easier to construct.

Shewchuk addressed the proposed road connection from Lookingglass to 45<sup>th</sup> Street. He advised this would require acquisition of property from the abutting land owner. Worst case scenario, the SID may have to use eminent domain to acquire this property. The land acquisition is not shown as part of the preliminary plat and will not be part of the final plat. He explained if eminent domain is used, the final plat would need to be filed prior to this action taking place. Street connections would need to be shown to make it necessary for eminent domain. In this situation, it could be possible the land would be acquired after the final plat has been approved. The road would be constructed when the rest of the infrastructure is done. If this connection is not completed, building permits will be held. Shewchuk advised this will be put into the Subdivision Agreement. Before any building permits for Belle Lago South would be issued, the road connection would have to be done.

Jobeun explained state law allows SIDs to use the power of eminent domain if they need to with the consent or approval of the governing jurisdiction over the SID. There can be a provision in the Subdivision Agreement which provides for that. The connectivity makes sense from an overall transportation system perspective. The hope is to negotiate with the land owner well in advance of having to go through an eminent domain process. The eminent domain process is the last resort if an agreement cannot be reached. State law requires the developer to negotiate in good faith and make an offer based upon the fair market value of the property. Jobeun advised the developer would not be taking the property, rather compensating the landowner for it. He noted when the area to the west and east of the proposed subdivision develops at some point in the future, Lookingglass Drive will be a collector street from 36<sup>th</sup> to 48<sup>th</sup> Street. Ultimately, it is a necessary connection. He reiterated the ultimate goal is to acquire the 1.3 acres without the use of eminent domain. He pointed out the SID is a political subdivision of the State of Nebraska just like the City of Bellevue is. He mentioned if this was a City of Bellevue project the City would have to do the same thing.

Shewchuk stated as Mr. Westergard pointed out the area to the northeast of the lake is planned to be developed as a community neighborhood park. The park would serve several surrounding neighborhoods developing in the area. This is a more efficient use of land rather than each neighborhood developing their own small park. The area being viewed for park development has trees and power lines running through it, therefore it is not conducive for residential development. There will be trail connections from Clearwater Falls and Cedar Grove through Belle Lago South to this area

# MINUTE RECORD

Bellevue Planning Commission Meeting, December 20, 2018, Page 3

which would connect along Lookingglass Drive over towards 36<sup>th</sup> Street. There will be a ten foot trail along 36<sup>th</sup> Street when that construction is done, over to 48<sup>th</sup> Street where there is an eight foot trail. Ultimately this will connect to the Daniell Farm property the City has, or further south along 36<sup>th</sup> Street into Two Springs. The trails will connect through several SIDs to Capehart Road, which will help complete a trail system in that part of the City. Shewchuk commented he understands Mr. Westergard's concerns with the timing and cost. He mentioned he is okay with the proposed plan and timing for construction. There will be something specific in the Subdivision Agreement, as far as the timing or assurances of having the trail completed. He noted the agreement will have conditions outlined in regards to completing the trail.

Brian Koontz, 13512 South 46<sup>th</sup> Street, commented he supports the development of Belle Lago South. He mentioned in the area between 36<sup>th</sup> and 48<sup>th</sup> Streets south of Capehart Road there are five new developments, with approximately 850 to 1,000 lots with new homes being developed. He questioned what the plan is for the roads, particularly 48<sup>th</sup> Street and Capehart Road to 36<sup>th</sup> Street. He mentioned the widening of 36<sup>th</sup> Street has been delayed and there is only one stop light located at 36<sup>th</sup> and Capehart. He stated the traffic backs up along westbound Capehart Road near 36<sup>th</sup> Street, and also along northbound 36<sup>th</sup> Street near Highway 370. He commented if every home has two cars, this would be an additional 2,000 vehicles in this area. He inquired if the roads will be widened and if there will be a traffic light will be placed at 48<sup>th</sup> and Capehart. He questioned if this will be done prior to construction, during construction, or after all of the homes are built. He stated there will be construction traffic, along with the residential traffic from the surrounding neighborhoods. Shewchuk advised the City and County Public Works Departments are keeping an eye on the 48<sup>th</sup> and Capehart Road intersection as far as necessary improvements. There is certain criteria which would need to be met before a traffic signal would go in. Part of what is considered is the traffic volume, and part of it is traffic delay and accidents. The SIDs abutting the area will contribute to paying for a traffic signal if necessary. Shewchuk explained a signal will be coming at some point in the future, but he is not sure when. He indicated it would most likely be after more construction is done in the area. He explained the right-of-way is wide enough on both 48<sup>th</sup> Street and Capehart Road to have additional lanes. Again, the amount of traffic dictates road widening. The widening of the north part of 36<sup>th</sup> Street should begin next year. The area from Blaine Avenue to Sheridan Road is the first phase of the 36<sup>th</sup> Street widening project. Koontz commented his understanding was the project was delayed for two years. He commented his concern is there is already congestion there. He understands more vehicles are needed to justify the widening, but there is already traffic backed up in excess of two miles either direction. Shewchuk replied everyone is aware of it. He stated 36<sup>th</sup> Street has been on the drawing board for a number of years. There were delays in getting environmental approvals from the Federal Highway Administration. These were delays the City had no control over. The Capehart Road widening is in the Capital Improvement Plan (CIP) between 27<sup>th</sup> and 36<sup>th</sup> Street.

Paul Elofson, 10050 Regency Circle, Omaha, Fitzgerald Schorr Law Firm, was present of behalf of Maalero LLC, the land owner who owns the portion of the land which is being discussed to be acquired. He stated the staff report references the necessity of the connection to South 45<sup>th</sup> Street is to avoid having South 44<sup>th</sup> Avenue be a collector street, but rather having Lookingglass Drive as a collector street. He questioned what the rationale is to support this.

Jobeun mentioned Lookingglass Drive has always been the planned east/west collector street from 36<sup>th</sup> to 48<sup>th</sup> Street. He stated it is part of the road system and transportation plan. The new 44<sup>th</sup> Avenue will make the north/south connection through Belle Lago. The extension of Lookingglass Drive to the west will connect to 45<sup>th</sup> Street. This allows future residents to come out onto 45<sup>th</sup> Street, go south to Sheridan, and then Sheridan to 48<sup>th</sup> Street to make the connection. Jobeun commented he believes sometime in the future the intersection of 48<sup>th</sup> Street and Sheridan Road will be signalized. He believes the thought of the Planning Department was having a more direct route to 48<sup>th</sup> Street for Belle Lago South residents via the 45<sup>th</sup> Street connection.

Westergard added when discussion took place with the City, the City's first choice was to make 44<sup>th</sup> Street a collector street. As it was discussed further, there were a couple of reasons for the alternative of going with the 45<sup>th</sup> Street connection. One reason was making 44<sup>th</sup> Avenue a collector with 32 foot wide paving, it would connect into existing Belle Lago. Those streets in the platted Belle Lago subdivision are local streets and are just 25 feet. Therefore, you would be running a collector street into a local street which does not make sense. The other reason was a physical restraint issue. The wetlands are fairly close. The slopes that would be required to do the right-of-way and width of lane required for a collector would put this project over the limits for a nationwide permit under the Corps of Engineers. Subsequently, it was decided the best alternative was to connect Lookingglass Drive as a collector to 45<sup>th</sup> Street.



# MINUTE RECORD

Bellevue Planning Commission Meeting, December 10, 2018, Page 4

Shewchuk stated Lookingglass from 36<sup>th</sup> Street to the east is already a collector street. It makes sense to have it continue on through this section over to 48<sup>th</sup> Street as a collector for the various neighborhoods.

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

Ackley stated he is unsure why the developer is being required to acquire or condemn property. He questioned if there can be a collector street with a stub on the west and a stub on the east without the developer having to acquire and connect with 45<sup>th</sup> Street. There will still be two access points to the south, South 44<sup>th</sup> Avenue and South 42<sup>nd</sup> Avenue, connecting through. Shewchuk replied the 45<sup>th</sup> Street connection is the best way to get the majority of traffic coming out of Belle Lago South to 48<sup>th</sup> Street. Jacobson inquired if the engineering department for the City reviewed the traffic flow and acquisition. Shewchuk replied yes. Ackley clarified the shortest route to 48<sup>th</sup> Street from the proposed subdivision is the 45<sup>th</sup> Street connection from Sheridan to 48<sup>th</sup> Street, as opposed to dropping all the way to South 44<sup>th</sup> Street or South 42<sup>nd</sup> and looping through the Clearwater Falls subdivision. Shewchuk replied that was correct. He stated the 45<sup>th</sup> Street connection would also be better than going north on 44<sup>th</sup> Avenue into Belle Lago. Ackley commented he could not remember a time where a developer was required to acquire a property using eminent domain. Ackley mentioned when he thinks of forced acquisition or condemnation it is a "hostage" situation for the developer if he buys it, or for the land owner if it gets condemned. Shewchuk explained during the review process the Planning and Public Works Departments felt this access was necessary for this development. Ackley inquired if there is a requirement on the plat for it. Jobeun explained it cannot be shown as part of the preliminary plat for a couple reasons. First of all, the developer does not own it. Secondly, the SID does not have the power or authority to acquire property whether it is eminent domain or otherwise. The statute states the SID can acquire property inside or outside its corporate limits, with the approval of the governing jurisdiction. In this particular case, the governing jurisdiction is the City of Bellevue. He noted the Subdivision Agreement will have a provision included which authorizes the SID to acquire this property outside its corporate limits to make this extension of Lookingglass Drive to 45<sup>th</sup> Street. Once the City Council approves the Subdivision Agreement they also approve the final plat. The SID will then have the power and the authority to acquire the property by eminent domain if necessary. Jobeun stressed the hope is to acquire the property without having to use eminent domain, and to reach an amicable purchase price. Jobeun noted ultimately the access is better with acquiring the property to make the 45<sup>th</sup> Street connection. Discussion followed on this topic.

Ackley inquired if a new plat will need to be reviewed once the property is acquired. Jobeun stated it's possible a new plat would need to be submitted. It would need to be determined as surplus property by the district. Ackley inquired how park fees would be calculated since they are only calculated on property they own. He questioned if there would be anything added for the 1.3 acres. Shewchuk replied not at this time. If the property is part of a preliminary plat in the future it would be subject to the park fees at that time.

Jacobson questioned if the two collector roads would be on the front end of the physical development. Jobeun explained the proposed development is not phased. The development will be constructed in one phase. All the public improvements would be installed with the development. Jacobson mentioned the construction of the 45<sup>th</sup> Street connection could be delayed if the necessary property has not been acquired. Jobeun commented the alignment of Lookingglass Drive is pretty well established. It would be one thing if the location of Lookingglass between 36<sup>th</sup> and 48<sup>th</sup> Street wasn't known. Jobeun pointed out Lookingglass will make a direct route from 36<sup>th</sup> to 48<sup>th</sup> Street. It is more desirable to improve the access initially, as opposed to bringing people into Clearwater Falls via South 42<sup>nd</sup> Avenue and South 44<sup>th</sup> Street. Jacobson stated he is sensitive to traffic concerns in the area. Discussion followed.

Ritz stated the preliminary plat can only be done on the property the applicant owns. He requested clarification if the Planning Commission is making a recommendation on only approving the area the developer currently owns, or also including the area they need to acquire. Shewchuk stated both. The preliminary plat is presented for approval and the development of the property would be dependent on Lookingglass Drive being extended to the west to South 45<sup>th</sup> Street. He explained that is why it is shown on the plat. The applicant has agreed to do that but they cannot do that until after the final plat is approved. This connection will be subject to conditions of the Subdivision Agreement which will be done with the final plat.

Jacobson inquired if the height and setback requirements for fencing in the RG-50-PS will remain the same. Shewchuk replied yes.



# MINUTE RECORD

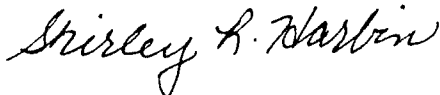
Bellevue Planning Commission Meeting, December 20, 2018, Page 5

Ackley commented he is not a fan of potential condemnation; however, he stated this a good development for the area, it will make good trail connections, and it is a good development for Bellevue.

MOTION was made by Ackley, seconded by Cain, to recommend APPROVAL of a request to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County from AG and RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South. Applicant: Boyer Young Development Company. General Location: Southeast of 48<sup>th</sup> Street and Capehart Road. Case #'s: Z-1809-07 and S-1809-08. APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, Subdivision Regulations, and lack of perceived negative impact to the surrounding areas. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on January 28, 2019.**

Meeting adjourned at 8:00 p.m.



Shirley R. Harbin  
Planning Assistant

# MINUTE RECORD

## CLAIMS FOR JANUARY 14, 2019

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### MAYOR

CENTURY LINK	MONTHLY SERVICE-2018-12-22	14.12
MIDLANDS PRINTING	BUSINESS CARDS	72.03
		<b>\$ 86.15</b>

### CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	42.91
CENTURY LINK	MONTHLY SERVICE-2018-12-22	28.23
ICMA	CPS-ICMA WEBINAR	149.00
J P COOKE COMPANY	NAME PLATE	22.80
MIDLANDS PRINTING	BUSINESS CARDS	109.58
JAMES RISTOW	CONTRACT AS CITY ADMINISTRATOR-DEC 2018	5,285.50
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	81.12
		<b>\$ 5,719.14</b>

### CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE-DEC 2018	83.55
MIDLANDS PRINTING	BUSINESS CARDS	138.08
		<b>\$ 221.63</b>

### LEGAL

WOODS & AITKEN, LLP	LEGAL SERVICES-NOV 2018	261.00
		<b>\$ 261.00</b>

### CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE-2018-12-22	9.41
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	65.33
		<b>\$ 74.74</b>

### CITY CLERK

CENTURY LINK	MONTHLY SERVICE-2018-12-22	14.12
		<b>\$ 14.12</b>

### FINANCE/RISK MANAGEMENT/SAFETY

AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES, PHONE CASES	408.75
BELLEVUE OPTICAL	SAFETY GLASSES-S TARGY	125.00
BELLEVUE PRINTING COMPANY	CITY OF BELLEVUE ENVELOPES	614.75
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	50.13
CENTURY LINK	MONTHLY SERVICE-2018-12-22	70.36
INDOFF	OFFICE SUPPLIES	300.87
MATRIX BUSINESS SYSTEMS	COPIER CHARGES-OCT 2018	3.40
MAX I WALKER	UNIFORM PURCHASE-T WOODARD	287.00
NEOFUNDS BY NEOPOST	REFILL POSTATE METER-1510 WALL ST	2,000.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES	564.48
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	65.33
		<b>\$ 4,490.07</b>

### LIBRARY

AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, VIDEOS	1,998.26
AMAZON.COM, LLC	CPS-BOOKS	498.54
AMERICAN LIBRARY ASSOCIATION	OFFICE SUPPLIES	117.20

# MINUTE RECORD

CLAIMS FOR JANUARY 14, 2019

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## LIBRARY (cont'd)

CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	300.59
CENTURY LINK	MONTHLY SERVICE-2018-12-22	47.06
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	107.39
DEMCO	OFFICE SUPPLIES	477.35
FRANKIE HANNAN	REIMB FOR PROGRAM EXPENSEs	54.27
INDOFF	OFFICE SUPPLIES	291.21
INGRAM LIBRARY SERVICES	BOOKS	2,511.03
LIBRARICA, LLC	RENEWAL COIN CHANGER MAINTENANCE	555.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	290.33
NEOFUNDS BY NEOPOST	REFILL POSTAGE METER-LIBRARY	650.00
NEOPOST USA INC	LABEL POSTAGE SHEETS	55.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-26	1,693.49
RECORDED BOOKS	RECORDED BOOKS	327.00
SANDRA ASTLEFORD	REIMB FOR SUPPLIES	50.00
SHOWCASES	AV SUPPLIES	763.56
STAPLES ADVANTAGE	OFFICE SUPPLIES	513.41
THE CLARK ENERSEN PARTNERS, INC	LIBRARY STUDY	32,406.43
WALMART COMMUNITY	PROGRAM SUPPLIES	61.71
		<hr/>
		\$ 43,769.33

## ADMINISTRATIVE SERVICES

APPLIED INFORMATION MANAGEMENT INSTITUTE	CAREERLINK RENEWAL	3,539.00
CENTURY LINK	MONTHLY SERVICE-2018-12-22	70.59
IDEAL PURE WATER COMPANY	BOTTLED WATER	89.00
INDOFF	OFFICE SUPPLIES	42.05
INTEGRATED REHAB	DRUG TESTING	220.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-DEC 2018	278.12
PAYCHEX of NEW YORK, LLC	PAYCHEX ADMIN FEE-NOV 2018	99.00
SPARTAN NASH STORES, LLC	CPS-EMPLOYEES CHRISTMAS LUNCHEON	532.55
SWINE DINING	CPS-EMPLOYEES CHRISTMAS LUNCHEON	2,705.00
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	73.65
		<hr/>
		\$ 7,648.96

## PUBLIC WORKS

AMAZON.COM, LLC	PHONE CASES	34.98
CENTURY LINK	MONTHLY SERVICE-2018-12-22	56.47
ESTA AT&T	CREDIT	(108.10)
HOTREF, INC	CPS-PADFOLIOS	48.84
INDOFF	OFFICE SUPPLIES	186.35
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-DEC 2018	243.33
MOBILE WATER	CPS-CREDIT	(101.43)
NEBRASKA-IOWA SUPPLY COMPANY	FUEL	3,286.29
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1214	183.61
ONE CALL CONCEPTS	DIGGERS HOTLINE-MONTHLY	219.81
TARGET CORPORATION	CPS-CREDIT	(61.75)
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	601.38
		<hr/>
		\$ 4,589.78

# MINUTE RECORD

## CLAIMS FOR JANUARY 14, 2019

PAGE 3

### PARKS

A-RELIEF SERVICES	PORTABLE RESTROOM-SWANSON PARK	166.00
CENTURY LINK	MONTHLY SERVICE-2018-12-22	42.35
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	363.42
MARKING REFRIGERATION, INC	NEW SEAL FOR ICE MACHINE	277.00
MAX I WALKER	UNIFORM PURCHASES	858.68
MENARDS	RAIL, SUPPLIES	57.10
NAPA AUTO PARTS	SPRAY GREASE	286.52
NEBRASKA IOWA INDUSTRIAL FASTENERS	CARRIAGE BOLTS, HEX NUTS	211.30
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-26	3,475.05
P&M HARDWARE	ICE MELT	1,680.00
PRECISE MRM LLC	POOLED DATA PLAN MONTHLY	81.22
SITEONE LANDSCAPE SUPPLY	HERBICIDE	219.50
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	198.24
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
WALMART COMMUNITY	DE-ICING SALT	580.80
WESTLAKE ACE HARDWARE	CHAIN TRANSPORT, CLEVIS GRAB	125.36
		<b>\$ 8,642.67</b>

### RECREATION

CENTURY LINK	MONTHLY SERVICE-2018-12-22	61.17
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	88.39
HAUFF MID-AMERICA SPORTS	SHIRTS FOR BASEBALL LEAGUE	684.00
MATRIX BUSINESS SYSTEMS	COPIER CHARGES-OCT/DEC 2018	14.65
MIDWEST IMPRESSIONS	LEAGUE CHAMPS SHIRTS	691.60
NeRPA	CPS-RENEW MEMBERSHIP	60.00
PAY-LESS OFFICE SUPPLY	FOLDING TABLES	489.00
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	49.56
		<b>\$ 2,138.37</b>

### BUILDING MAINTENANCE

ANDERSON BROTHERS ENGINEERING	RADIANT HEATER	1,560.00
ATLAS COPCO COMPRESSORS, LLC	BI-ANNUAL INSPECTION	441.94
AVERY RENTS	TILE STRIPPER RENTAL	48.60
BIG RED LOCKSMITHS	KEYS	6.00
CENTURY LINK	MONTHLY SERVICE-2018-12-22	4.71
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTION	475.00
FIREGUARD	REPLACE FIRE ALARM BATTERIES	322.75
HILLYARD	JANITORIAL SUPPLIES	128.12
HILTI, INC	HAMMER DRILL, ANCHOR	177.45
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	156.45
KB BUILDING SERVICES	JANITORIAL SERVICES-JAN 2019-CITY BUILDINGS	10,708.50
MAX I WALKER	UNIFORM PURCHASES	152.38
MENARDS	LOCKING CONNECTOR, LAMPHOLDER, PAINT, FOAM, CABLE, LIGHTS, SEALANT, TOTES, LUMBER, SUPPLIES	1,466.82
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-11	105.89
NAPA AUTO PARTS	V-BELT	8.96
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	301.98
OMAHA DOOR & WINDOW COMPANY	ADJUST SPRING ON COUNTER DOOR	106.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-26	1,546.82
OVERHEAD DOOR COMPANY	LONG STEM ROLLER, HINGE	21.00
ROTO-ROOTER SERVICES CO	SEWER MAINTENANCE CLEAN OUT	341.00
SUPPLYWORKS	JANITORIAL SUPPLIES	1,332.62

# MINUTE RECORD

CLAIMS FOR JANUARY 14, 2019

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## BUILDING MAINTENANCE (cont'd)

TRICO MECHANICAL SERVICES	AC MAINTENANCE-DIST 4	174.38
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	24.55
VOSS LIGHTING	JANITORIAL SUPPLIES	822.80
WESTLAKE ACE HARDWARE	SUPPLIES	141.09
		<hr/>
		\$ 20,575.81

## CEMETERY

CENTURY LINK	MONTHLY SERVICE-2018-12-22	4.71
CLARA LEE	NICHE REFUND	600.00
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	83.39
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-26	868.83
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	49.56
		<hr/>
		\$ 1,606.49

## STREETS

CENTURY LINK	MONTHLY SERVICE-2018-12-22	42.35
CONCRETE SUPPLY, INC	CONCRETE	1,729.00
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	190.78
CREATIVE RISK SOLUTIONS	TPA WORK CLAIMS FEE-NOV 2018	776.76
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-OCT 2018	250.00
FLATBED EXPRESS, INC	WEIGH TRUCK FOR CALIBRATION	60.00
FORCE AMERICA, INC	PARTS FOR WINTER EQUIPMENT	2,995.45
IDEAL PURE WATER COMPANY	BOTTLED WATER	27.00
LYMAN RICHEY SAND & GRAVEL	SAND	4,933.31
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	89.21
MAX I WALKER	UNIFORM PURCHASES	2,895.13
MENARDS	FUSE, POST SUPPORT, PLUMBING SUPPLIES	103.43
MICHAEL TODD & COMPANY	FORMED NOSE, OUTSIDE EDGE FOR PLOWS	794.36
MOBOTREX	LED LIGHTS	9,049.00
MOBOTREX	CPS-TRAINING-HERTZIG	120.00
NEWMAN SIGNS	NEW WELCOME SIGN	1,918.20
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-26	90,547.07
PRECISE MRM LLC	POOLED DATA GPS PLAN	1,069.62
READY MIXED CONCRETE COMPANY	CONCRETE	4,773.56
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	189.25
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
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		\$ 122,573.61

## FLEET MAINTENANCE

911 CUSTOM, LLC	CHARGE GUARD, CONTROL MODLE	567.71
ALLIED OIL & TIRE COMPANY	OIL DRUM	826.67
AUTO VALUE PARTS - SOUTH OMAHA	PARTS	8.46
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BLACKJACK, THEADLOCKER, FILTERS, BELT TENSIONERS	1,482.14
BAXTER CHRYSLER DODGE JEEP	STRUT TENSIONER, SUSPENSION SHOCKS, LOWER ARM	1,566.36
BAXTER FORD	BUCKLE, SENSORS, BRACKETS	397.69
BOBCAT OF OMAHA	CUTTING EDGE AND SHIELD	254.23
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	25.58
CENTURY LINK	MONTHLY SERVICE-2018-12-22	32.94
CONNECTED AUTOMOTIVE SYSTEM	SOFTWARE LICENSE FOR NAVIGATOR	1,800.00

# MINUTE RECORD

## CLAIMS FOR JANUARY 14, 2019

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### FLEET MAINTENANCE (cont'd)

CORNHUSKER INTERNATIONAL TRUCKS	COOLER KITS, COOLER KIT, EGCR KITS, THERMOSTATEXHAUST SENSOR	5,519.78
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	107.39
CREATIVE RISK SOLUTIONS	TPA WORK CLAIMS FEE-NOV 2018	1,526.13
CUMMINS SALES AND SERVICE	OUTSOURCE SERVICE WORK	5,332.93
DANIELSON / TECH SUPPLY	HOSE STOPS	44.97
DAVE LAMBSON	REIMB FOR CLD LICENSE	57.50
EDWARDS CHEVROLET-CADILLAC	ABSORBER KIT	204.60
FACTORY MOTOR PARTS CO	GEAR LUBE, WHEEL SEAL, FUEL CAP	576.64
FARM PLAN	TIRE AND WHEEL, COVER, GEAR, CHAIN SPROCKET, GEAR CASE	2,369.15
GCR TIRES & SERVICE	TIRE, REPAIR FLAT	504.33
GRAINGER	STORAGE BINS, DRAWER DIVIDERS	509.68
HANSEN TRUCK SALVAGE	REAR AXLE ASSEMBLY	900.00
INDOFF	OFFICE SUPPLIES	122.77
INLAND TRUCK PARTS CO	RELINE BRAKE SHOE, BRAKE DRUM, TIE ROD ENDS, BATTERIES	760.39
INTERSTATE BATTERIES	BATTERIES	377.21
J & J SMALL ENGINE SERVICE	KIT CARB OVERHAUL	14.95
JIM HAWK TRUCK TRAILERS	FIRE EXTINGUISHER, BRAKLEEN	266.33
JONES AUTOMOTIVE	BLOWER MOTOR	91.33
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	107.86
LAMPE'S CLEAN AIR SPECIALISTS	FOAM FILTERS	21.50
LOGAN CONTRACTORS SUPPLY	BALL BEARINGS, FILTERS, SHOCKMOUNT	451.14
MAX I WALKER	UNIFORM PURCHASE	116.50
MENARDS	FLOOD LIGHT BAR, HINGE, BOLTS, LUMBER, DRILL BITS, SUPPLIES	135.87
NAPA AUTO PARTS	FILTERS, BRAKE SHOES, FITTINGS, WHEL STUDS, CIRCUIT BEAKERS, THERMOSTAT, PARTS	986.39
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BIT SET, LOCK NUTS, EYELETS,	873.53
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-26	1,143.01
O'REILLY AUTOMOTIVE PARTS	OIL, CONDENSER, CONTACT SET	48.26
PAUL LUCHT & SONS	FRAME AND ALIGNMENT	752.55
POWERPLAN	WIPER BLADE AND ARM, PIN	376.27
QUALITY TIRES, INC	TIRES	195.00
ROGER'S TOWING	TOW CHARGE-PI2	80.00
STATE OF NEBRASKA-SURPLUS PROPERTY	CABINETS FOR PARTS ROOM	400.00
STATE STEEL	RECTANGULAR TUBING	246.08
SWAN ENGINEERING	O-RINGS	31.44
TOMASEK MACHINE SHOP	SHARPEN CHIPPER BLADES	330.00
TOYNE, INC	END FOR GRAB RAIL, GASKET	110.46
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	65.12
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	116.10
WAYTEK, INC	CPS-CHARGING RELAY	476.47
WELDON PARTS INC	VALVE FOOT, CORE, PARTS	698.04
WESTLAKE ACE HARDWARE	FASTENERS	18.53
		<b>\$ 34,027.98</b>

### PLANNING

CENTURY LINK	MONTHLY SERVICE-2018-12-22	14.12
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	142.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-14	166.37
OMAHA WORLD HERALD CO	LEGAL AD	20.50
		<b>\$ 342.99</b>

# MINUTE RECORD

CLAIMS FOR JANUARY 14, 2019

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## PERMITS & INSPECTIONS

CENTURY LINK	MONTHLY SERVICE-2018-12-22	23.53
MAX I WALKER	UNIFORM PURCHASE	56.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-14	221.82
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	283.74
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	\$	585.59

## POLICE/CODE ENFORCEMENT

AMAZON.COM, LLC	BATTERY BACKUP, SURGE PROTECTOR,GLOVES, TOWELS, COMPUTER SUPPLIES	1,162.28
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	101.00
AUTO BODY AUTHORITY	REPAIR WIND DAMAGE TO VEHICLE	489.20
BELLEVUE PRINTING COMPANY	CODE ENFORCEMENT PADS	563.12
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	37.60
CARMICHAEL BUSINESS SYSTEMS	DIGITAL RECORDERS	1,497.00
CENTURY LINK	MONTHLY SERVICE-2018-12-22	446.79
CHIEF SUPPLY CORPORATION	PUBLIC SAFETY LOOKOUT KITS	412.14
COMPCHOICE OCCUPATIONAL HEALTH	TESTING FOR POTENTIAL NEW HIRES	855.22
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	83.39
CREATIVE RISK SOLUTIONS	TPA WORK CLAIMS FEE-NOV 2018	2,225.59
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-OCT 2018	250.00
CULLIGAN OF OMAHA	BOTTLED WATER	177.80
DAVID B NELSON	MRAP OPERATOR'S COURSE	500.00
DAVID CHIZEK	REIMB TRAINING EXPENSES	178.50
DON'S PIONEER UNIFORMS	UNIFORMS, TACTICAL VEST	2,794.89
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	160.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-NOV 2018	521.58
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGES	35.90
FIRST NATIONAL BANK OF OMAHA	SUBPEONA RECORDS FOR INVESTIGATIONS	34.20
FORENSIC CONSULTATING	CPS-TRAINING-BEES	190.00
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	725.00
GLOCK PROFESSIONAL, INC	CPS-FIREARMS MAINTENANCE TRAINING-PLEISS	250.00
INDOFF	OFFICE SUPPLIES	3.08
INSTITUTE OF POLICE TECHNOLOGY & MANAGEMENT	CPS-MANAGING THE FTO PATROL PRG-REED	595.00
JO DON'S	VINYL BANNER	72.67
LaRUE DISTRIBUTING, INC	COFFEE SUPPLIES	52.42
LP POLICE	MONTHLY LOCATE PLAN-DEC 2018	129.95
L-TRON CORP	SCANNERS FOR CIB	1,316.00
MATRIX BUSINESS SYSTEMS	COPIER CHARGES-OCT/DEC 2018	1,036.93
MENARDS	LUMBER, WAFERBOARD, WELDABLE PLATES, TOOLS	155.52
MIDLANDS PRINTING	BUSINESS CARDS-MARRS	101.00
MID-STATES ORGANIZED CRIME INFORMATION CENTER	2019 MEMBERSHIP DUES FOR DEPARTMENT	250.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-26	4,231.79
RINGSIDE	WELLNESS ROOM EQUIPMENT	319.90
RYAN ROSKEY	REIMB TRAINING EXPENSES	178.50
SAFARILAND, LLC	BLOOD COLLECTION KITS	214.02
SECRETARY OF STATE	NOTARY FEE-MILOS	30.00
SMITH DAVIS INSURANCE INC	NOTARY BONDS	120.00
SOUTHERN POLICE INSTITUTE	CPS-BACKGROUND INVESTIGATIONS TRAINING- BEES	420.00

# MINUTE RECORD

## CLAIMS FOR JANUARY 14, 2019

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### POLICE/CODE ENFORCEMENT (cont'd)

SPRINT CORPORATE SECURITY	SUBPEONA RECORDS FOR INVESTIGATIONS	60.00
SUSTEEN	RENEW LICENSE FOR CYBER CRIMES	1,995.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	404.50
U.S. CELLULAR	MONTHLY SERVICE-2018-12-10	4,205.99
UNIVERSITY OF NEBRASKA	CPS-LIVESTOCK EMERGENCY RESPONSE-DARGY	115.00
VERIZON WIRELESS	MONTHLY SERVICE-2018-12-21	479.16
WARRIOR MINDSET.COM	TRAINING-JIMERSON	125.00
WESTLAKE ACE HARDWARE	KEYS	17.45
		<b>\$ 30,320.08</b>

### FIRE & RESCUE

AMAZON.COM, LLC	BULBS FOR REFRIGERATOR, SAFETY BOOTS, EMT NOTE PADS	848.40
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,663.31
CENTURY LINK	MONTHLY SERVICE-2018-12-22	122.35
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	576.95
CREATIVE RISK SOLUTIONS	TPA WORK CLAIMS FEE-NOV 2018	5,024.53
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
JO DON'S	ACCOUNTABILITY TAGS	25.00
JP MORGAN CHASE-ARAMARK UNIFORM SVC	LINEN SERVICE-ALL DIST	3,333.89
MAX I WALKER	HONOR GUARD UNIFORM CLEANING, NEW UNIFORM	300.32
MEDTRONIC PHYSIO-CONTROL	MEDICAL SUPPLIES	369.00
MENARDS	WIRELESS CHIME, CLEANING SUPPLIES, THERMOSTAT, DIE CUT NUMBERS	264.39
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-12-26	6,972.05
TELEFLEX	QUICKTRACH	709.22
U.S. CELLULAR	MONTHLY SERVICE-2018-12-4	913.16
UPS STORE	SHIPPING CHARGE	7.70
ZIRMED, INC	MONTHLY PROFESSIONAL CLAIMS MGT FEE-DEC 2018	124.00
		<b>\$ 23,262.22</b>

### NON-DEPARTMENTAL/CONTRACTS

BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION	DEVELOPMENT AGREEMENT 4TH QTR BILLING	3,000.00
BKS, LLP	AUDIT PROGRESS #2	37,125.00
CAKE EXPRESSIONS	CPS-MAYOR & COUNCIL SWEARING IN	141.24
CENTURY LINK	MONTHLY SERVICE-2018-12-19	340.10
CENTURY LINK	MONTHLY SERVICE-2018-12-22	225.67
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	430.81
LOCKTON COMPANIES, LLC	WELLNESS FEE-SEPT/OCT/NOV/DEC 2018	6,600.00
METRO AREA TRANSIT	MAT SEVICE-DEC2018	4,323.00
PM AM CORPORATION	ALARM FEES-NOV 2018	1,700.00
SARPY COUNTY HIGHWAY DEPT	REAL PROPERTY TAXES-2018-BIRCHWOOD EST LOT 1B	5.60
SARPY COUNTY TREASURER	RE TAXES-LOT 4 DANIELL'S FARM ADDITION	584.90
SARPY COUNTY TREASURER	RE TAXES-LOT 5 DANIELL'S FARM ADDITION	1,594.10
SARPY COUNTY TREASURER	RE TAXES-LOY 17A1A LYING EAST OF 40TH ST	315.06
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
SPARTAN NASH STORES, LLC	CPS-MAYOR & COUNCIL SWEARING IN	30.81
		<b>\$ 56,541.29</b>



# MINUTE RECORD

CLAIMS FOR JANUARY 14, 2019

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## INFORMATION TECHNOLOGY

AMAZON.COM, LLC	BATTERY TESTER	128.99
CONVERGEONE, INC	EXTREME SOFTWARE RENEWAL	5,328.56
HOSTGATOR.COM	CPS-MONTHLY DOMAIN FEE	59.95
ILAND INTERNET SOLUTIONS	SET-UP FEE	56.21
MOTOROLA SOLUTIONS, INC	RADIO SUPPLIES	702.00
U.S. CELLULAR	MONTHLY SERVICE-2018-12-10	115.50
		<hr/>
		\$ 6,391.21

## WASTEWATER

AMAZON.COM, LLC	LIFT STATION SUPPLIES	385.97
CENTURY LINK	MONTHLY SERVICE-2018-12-22	51.75
CITY OF OMAHA	SEWER FEES-SEPT 2018	395,533.44
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-2018-12-23	83.39
CREATIVE RISK SOLUTIONS	TPA WORK CLAIMS FEE-NOV 2018	7,609.66
CREATIVE RISK SOLUTIONS	NEW WC CLAIM FEES-OCT/NOV 2018	500.00
ELLIOTT EQUIPMENT CO	CURVED BLADE	96.19
GENERAL FIRE & SAFETY CO	LED SENSOR, GAS DETECTOR CALIBRATION	223.00
HDR ENGINEERING, INC	PROFESSIONAL SERVICES-QUAIL CREEK BASIN	2,445.52
HDR ENGINEERING, INC	SANITARY SEWER REPLACEMENT	9,481.44
HDR ENGINEERING, INC	QUAIL CREEK BASIN PROJECT	1,999.29
MATRIX BUSINESS SYSTEMS	COPIER CHARGES-OCT 2018	73.85
MAX I WALKER	UNIFORM PURCHASES	1,431.02
MENARDS	SUPPLIES FOR MEETING, CLEANING SUPPLIES, WATER	209.57
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		\$ 427,561.67

## COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SID SERVICE-2018-12-26	85.24
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		\$ 85.24

## COMMUNITY DEVELOPMENT

ABBY HIGHLAND	REIMB CDBG SUPPORT	1,055.41
		<hr/>
		\$ 1,055.41

## BELLEVUE CITY MUNICIPAL BUILDING

SARPY COUNTY TREASURER	IMP LOT 2 TILLER'S 4TH ADD, REPLAT 2	29,141.84
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		\$ 29,141.84

## G.O. BONDS

AMERICAN NATIONAL BANK	BOK BOND PYMT-OUTGOING WIRE FEE	20.00
AMERICAN NATIONAL BANK	FNB FREMONT BOND INTEREST-OUTGOING WIRE FEE	20.00
AMERICAN NATIONAL BANK	BOK BOND PYMT-COPS DTS 12/28/17-OUTGOING WIRE FEE	20.00
BOK FINANCIAL	BOK BOND PYMT-BMBC CONV CNTR BOND INTEREST	180,302.50
BOK FINANCIAL	BOK BOND PYMT-BMBC CONV CNTR BOND PRINCIPAL	150,000.00
BOK FINANCIAL	BOK BOND PYMT-COPS DTD 12/28/17-INTEREST	61,882.50
BOK FINANCIAL	BOK BOND PYMT-COPS DTD 12/28/17-INTEREST	20,000.00
FIRST NATIONAL BANK - FREMONT	FNB FREMONT BOND WIRE-BCMBC NON-TAXABLE 62 ACRES-DTD 6-18-08	18,070.00
FIRST NATIONAL BANK - FREMONT	2018 FEES-BCMBC	450.00
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		\$ 430,765.00

**TOTAL CLAIMS FOR JANUARY 14, 2019** **1,262,492.39**

**TOTAL PAYROLL FOR DECEMBER 28, 2018** **\$ 938,367.90**

# MINUTE RECORD

CLAIMS FOR DECEMBER 24, 2018

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**MAYOR**

J P COOKE COMPANY	NAME PLATE	16.55
MIDLANDS PRINTING	GREETINGS CARDS	1,027.77
MONTE EVANS	PORTRAITS-MAYOR, COUNCIL MEMBERS	727.65
NEBRASKA BIKE/WALK SUMMIT	CPS-CONFERENCE-MAYOR	60.00
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		\$ 1,831.97

**CITY ADMINISTRATOR**

BELLEVUE SINCLAIR	FUEL	40.37
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	147.75
J P COOKE COMPANY	NAME PLATES	39.35
OMAHA WORLD HERALD CO	VETERAN'S DAY AD SPONSORSHIP	405.00
SHELL SUPER STORE	FUEL FOR CITY VEHICLES	54.75
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	209.29
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	102.89
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		\$ 999.40

**LEGAL**

ADAMS & SULLIVAN, PC	RETAINER-DEC 2019	5,850.00
ADAMS & SULLIVAN, PC	COB-ABBOTT ETC BPOA	825.00
ADAMS & SULLIVAN, PC	COB-BPOA, FOP #59	82.50
ADAMS & SULLIVAN, PC	COB-EMPLOYEE 2017-102	1,361.25
ADAMS & SULLIVAN, PC	COB-GUARDIAN TAX PARTNER	1,155.00
ADAMS & SULLIVAN, PC	COB-EMPLOYEE 2016-93	1,386.25
ADAMS & SULLIVAN, PC	COB-EMPLOYEE 2017-103	165.00
ADAMS & SULLIVAN, PC	COB-EMPLOYMENT MATTERS	4,191.25
ADAMS & SULLIVAN, PC	COB-FIRE DEPT ISSUES	2,722.50
ADAMS & SULLIVAN, PC	COB-LITIGATION MATTERS	536.25
ADAMS & SULLIVAN, PC	COB-SURPLUS PROPERTY	612.75
MARK A KLINKER	RETAINER-DEC 2018	500.00
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		\$ 19,387.75

**CABLE ADVISORY**

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	125.58
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	215.05
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		\$ 340.63

**CITY CLERK**

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	\$ 110.81
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		\$ 110.81

**FINANCE/RISK MANAGEMENT/SAFETY**

BELLEVUE OPTICAL	SAFETY GLASSES-T NIEMIER	94.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	192.07
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	83.37
GREAT PLAINS UNIFORMS	SAFETY BOOTS PER CONTRACT	379.00
INDOFF	CALENDARS	70.90
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	3.37
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS PER CONTRACT	5,963.32
THE CURE	ICE GRIPS	598.50
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	215.05
WESTLAKE ACE HARDWARE	TOOLS	142.96
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		\$ 7,772.54

# MINUTE RECORD

CLAIMS FOR DECEMBER 24, 2018

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## LIBRARY

AMAZON.COM, LLC	CREDIT ON AMOUNT DISPUTED	(498.54)
AMERICAN LIBRARY ASOCIATION	MEMBERSHIP RENEWALS	869.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	705.85
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
DILLONS CUSTOMER CHARGES	SUPPLIES	48.95
INGRAM LIBRARY SERVICES	BOOKS	1,947.38
KAPCO	BOOK COVERS	260.92
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	11.12
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	106.58
MIDWEST TAPE	VIDEOS	34.99
OCLC INC	ONLICE CATALOGING	1,308.45
RUFF WATERS	AQUARIUM MANAGEMENT	69.99
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		\$ 4,949.77

## ADMINISTRATIVE SERVICES

ERWIN'S JEWELRY	RETIREMENT GLOBE CLOCK -K JACKSON	95.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	162.52
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
J P COOKE COMPANY	CUSTOM STAMP	29.65
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	120.34
MAX I WALKER	UNIFORM PURCHASES PER CONTRACT	321.06
ONE SOURCE	BACKGROUND CHECKS	47.00
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	297.81
ULTIMATE SOFTWARE GROUP, INC	INCREMENTAL SUBSCRIPTION FEE-NOV 2018	164.00
ULTIMATE SOFTWARE GROUP, INC	INCREMENTAL SUBSCRIPTION FEE-OCT 2018	203.34
ULTIMATE SOFTWARE GROUP, INC	INCREMENTAL SUBSCRIPTION FEE-SEP 2018	192.00
ULTIMATE SOFTWARE GROUP, INC	SUBSCRIPTION FEE-JAN/MAR 2019	28,668.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,062.11
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		\$ 32,392.83

## PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	58.69
DVORAK LAW GROUP	LEGAL FEES LIABILITYCLAIMS -EBY	2,559.50
ESTA AT&T	CPS-SUPPLIES-TO BE CREDITED	108.10
HGM ASSOCIATES INC	2018-2018 BRIDGE INSPECTIONS	562.50
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	126.68
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	41.49
MOBILE WATER	CPS-SUPPLIES-TO BE CREDITED	101.43
NEBRASKA IOWA SUPPLY CO	FUEL	9,288.16
NOREGON SYSTEMS	CPS-RENEW SUPPORT	270.00
OMAHA WORLD HERALD CO	LEGAL ADS	39.36
ONE CALL CONCEPTS	LOCATES -NOV 2018	391.41
SARPY CO REGISTER OF DEEDS	WAIVER	10.00
TARGET CORPORATION	CPS-SUPPLIES-TO BE CREDITED	61.75
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	1,347.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	128.48
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		\$ 15,095.05

# MINUTE RECORD

CLAIMS FOR DECEMBER 24, 2018

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**PARKS**

A-RELIEF SERVICES	PORTABLE RESTROOMS	332.00
BIG RIG TRUCK ACCESSORIES	ALUM FLATBED FOR PA535	3,314.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	45.38
CAMPGROUND AUTOMATION SYSTEMS	ONLINE CAMPGROUND RESERVATION-NOV	550.00
HGM ASSOCIATES INC	STORM SEWER REVISIONS-AMERICAN HEROES PARK	3,495.01
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	84.36
MAX I WALKER	UNIFORM PURCHASES PER CONTRACT	1,137.39
MENARDS	AMP CHARGER	34.99
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	786.82
MICHAEL TODD & COMPANY	PLOW BLADES	1,012.38
PAPILLION SANITATION	EMPTY CODE DUMPSTER	910.44
TAB CONSTRUCTION	AMERICAN HEROES PARK	35,709.82
THIELE GEOTECH	MATERIAL TESTING-AMERICAN HEROES PARK	782.00
TY'S OUTDOOR POWER & SERVICE	TRIMMERS	447.98
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	719.66
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,112.01
VOGEL WEST	PAINT	31.59
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	EXTENSION CORDS, CHARGER	96.97
		<b>\$ 51,616.22</b>

**RECREATION**

CELLULAR ADVANTAGE	CPS-PHONE SUPPLIES	64.16
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	6.07
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	123.54
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	32.72
		<b>\$ 226.49</b>

**BUILDING MAINTENANCE**

AQUA-CHEM	CERTIFIED POOL OPERATOR-R CHANDLER	150.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	2,461.92
CARPENTER PAPER CO	JANITORIAL SUPPLIES	302.38
CODY PEST MANAGEMENT	PEST CONTROL	102.00
CONTROL MANAGEMENT	NO HEAT INDUCER	300.00
FERGUSON ENTERPRISES INC #1657	BACKFLOW PARTS	135.21
HILLYARD	JANITORIAL SUPPLIES	206.52
IDEAL PURE WATER COMPANY	BOTTLED WATER	22.50
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	220.90
KB BUILDING SERVICES	JANITORIAL SERVICES-DEC 2018-CITY BLDGS	10,708.50
MENARDS	PLIERS, DRILL AUGER, DRAIN BLADDER, ELECTRICAL SUPPLIES, PAIL, OTHER SUPPLIES	534.52
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	749.94
OMAHA DOOR & WINDOW COMPANY	ADJUST WALK-IN DOOR CLOSURES	708.08
PLIBRICO REFRACTORY CONSTRUCTION	PREVENTIVE MAINTENANCE-2 YEARS	9,070.00
PLIBRICO REFRACTORY CONSTRUCTION	BOILER SERVICE	223.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	270.00
SUPPLYWORKS	JANITORIAL SUPPLIES	13.26
TRICO MECHANICAL SERVICES	IGNITION MODULE-DIST III	779.84
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	249.25
WESTLAKE ACE HARDWARE	LED LIGHTS, CLEANING SUPPLIES, SNOW PUSHER, PAINT SUPPLIES	316.19
		<b>\$ 27,524.01</b>

# MINUTE RECORD

CLAIMS FOR DECEMBER 24, 2018

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CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	22.69
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	89.57
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	162.62
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	123.54
		<hr/>
		\$ 398.42

STREETS

ASPHALT & CONCRETE MATERIALS	ASPHALT	650.36
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	2,012.35
CARROLL CONSTRUCTION SUPPLY	CONCRETE BOOTS	36.00
FLATBED EXPRESS, INC	WEIGH TRUCKS	330.00
IMSA	MEMBERSHIP DUES-WITKOVSKI, HERTZIG	200.00
LOGAN CONTRACTORS SUPPLY	SCREWS, WASHERS, PLATE COMPACTOR	1,985.00
LYMAN RICHEY SAND & GRAVEL	SAND	2,904.00
MAX I WALKER	UNIFORM PURCHASES PER CONTRACT	582.50
METRO LEASING	STREET SWEEPER- LEASE 8698	9,587.45
METRO LEASING	AERIAL BOOM TRUCK-LEASE 8724	5,816.04
METRO LEASING	3 INT'L TRUCKS -LEASE 8733	26,874.70
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	896.16
METROPOLITAN UTILITIES DIST	HYDRANT ASSEMBLY RENTAL	212.50
MIDWEST RIGHT OF WAY SERVICES, INC	ACQUISITION SVCS-MIDWEST ROW 545	2,592.50
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, LOCK NUTS	241.21
NEBRASKA SALT & GRAIN CO	ICE CONTROL SALT	3,404.69
OMNI	2019 OVERLAY PROJECTS	181,527.55
READY MIXED CONCRETE COMPANY	CONCRETE	3,210.70
SWAIN CONSTRUCTION, INC	2018 CONCRETE PROJECTS #5	226,700.56
THIELE GEOTECH	MATERIAL TESTING-2018 CONCRETE PROJECTS	328.00
THOMPSON DREESSEN & DORNER	PROFESSIONAL SERVICES TRHU NOV 2018-25TH ST IMPROVEMENTS	13,597.95
		<hr/>
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	777.80
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,538.18
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 488,019.62

FLEET MAINTENANCE

911 CUSTOM, LLC	COMPUTER BASE MOUNT, ACCESSORIES	689.94
ALLIED OIL & TIRE COMPANY	OIL, ANTIFREEZE	3,039.97
ARROW TOWING	HEAVY DUTY TOW CHARGE	250.00
ASPEN EQUIPMENT CO	SPEED SENSOR	425.04
AUTO VALUE PARTS - SOUTH OMAHA	WINTER BLADE, CARB CHOKE, BELT TENSIONERS, OTHER PARTS	432.13
		<hr/>
AUTOMOTIVE WAREHOUSE DIST, INC	TIRE CRAYONS, THREADLOCKERS, OTHER	1,000.76
BAUM HYDRAULICS CORP	COUPLING CHAIN	292.86
BAXTER CHRYSLER DODGE JEEP	PCV VALVE, RACK GEAR, ENGINE GASKET	2,189.62
BAXTER FORD	SEAL	3.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	878.22
BOBCAT OF OMAHA	COUPLERS	55.78
CORNHUSKER INTERNATIONAL TRUCKS	TENSIONERS, EXTENSIONS, GASKETS, RADIATOR ASSEMBLY, PUMP, PARTS FOR EXHAUST SYSTEM, OTHER PARTS	4,553.95
		<hr/>
CUMMINS SALES AND SERVICE	SEALING WASHERS, FUEL PUMP TRANSFER	590.65
DULTMEIER SALES LLC	30M SCREEN	25.80
EASTWOOD	CPS-JUMP STARTER	209.63
FACTORY MOTOR PARTS CO	HVAC DOOR ACTUATOR, EXHAUST EMISSION CONTROL, WIPER BLADES	559.58

# MINUTE RECORD

CLAIMS FOR DECEMBER 24, 2018

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FLEET MAINTENANCE (cont'd)

FARM PLAN	WASHERS, BUCKET TEETH, CARB OIL, WINDOW PANE	940.72
GCR TIRES & SERVICE	TIRES, ALIGNMENTS	437.52
INLAND TRUCK PARTS CO	SEAT AIR BAGS-ENG 1	152.46
INTERSTATE BATTERIES	BATTERIES FOR RADIOS	735.12
J & J SMALL ENGINE SERVICE	V BELTS, CARB KIT	178.64
JIM HAWK TRUCK TRAILERS	AD-IP CARTRIDGE, PURGE VALVE	163.60
JOHNSTONE SUPPLY	BURNER CONTROL FOR STOCK	214.34
JONES AUTOMOTIVE	INTERSECTION LIGHTS	441.69
KRIHA FLUID POWER CO	PARTS	106.34
MATHESON TRI-GAS INC	WELDING SUPPLIES	533.43
MENARDS	STEEL HANDLE, TRASH CAN, SPRAY PAINT	245.40
NAPA AUTO PARTS	REMAN MASTER CYLINDER, FITTINGS, RELAYS, HUB CAPS, OTHER PARTS	816.45
NEBRASKA ENVIRONMENTAL PRODUCTS	HEADLIGHT ASSEMBLY, INTERIOR PLATE	1,185.66
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, LOCK NUTS, HEAT SHRINK	109.65
NORTHERBN EASTERN FIRE & RESCUE	CPS-SPRING NUTS	103.94
O'REILLY AUTOMOTIVE PARTS	SEALED BEAM	67.78
PERFORMANCE ADVANTAGE COMPANY	TOOL BOARD FOR TRUCK 21	1,427.04
POWERPLAN	SNAP RINGS	3.36
SERVICE EXPRESS CO	TRANSFER PUMP	82.27
SPARTAN MOTORS USA, INC	CPS-PARTS	837.45
SPARTAN MOTORS USA, INC	BLOCK STRIKE, TIE ROD ENDS	794.15
STATE STEEL	TUBING FOR FABRICATION SHOP	72.40
TOYNE, INC	SIDE CAMERA	163.01
TY'S OUTDOOR POWER & SERVICE	ROCKER SWITCHES	25.06
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	212.10
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	215.36
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WALMART COMMUNITY	CPS-PHONE CASE	39.97
WESTLAKE ACE HARDWARE	T-HINGE, KEYS	25.37
		<b>\$ 25,604.61</b>

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-NOV 2018	238,170.65
		<b>238,170.65</b>

PLANNING

INDOFF	COPY PAPER	78.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	52.82
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	37.53
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	178.90
OMAHA WORLD HERALD CO	LEGAL AD	15.17
		<b>\$ 362.42</b>

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	70.43
IDEAL PURE WATER COMPANY	BOTTLED WATER	31.85
INDOFF	OFFICE COPY PAPER	77.98
INTERNATIONAL ASSOCIATION OF PLUMBING & MECH INSPECTORS	RENEW LICENSE-COOK, RYBAR	30.00
INTERNATIONAL ASSOCIATION OF PLUMBING & MECH INSPECTORS	CPS-MEMBERSHIP DUES- RYBAR	70.00

# MINUTE RECORD

CLAIMS FOR DECEMBER 24, 2018

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## PERMITS & INSPECTIONS (cont'd)

INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS	CPS-MEMBERSHIP DUES-FOLLMER	120.00
INTERNATIONAL CODE COUNCIL		135.00
MAX I WALKER	UNIFORM PURCHASES PER CONTRACT	1,702.36
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	50.14
NE STATE ELECTRICAL DIVISION	CPS-MEMBERSHIP DUES-CHRISTENSEN, FOLLMER	306.00
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	827.40
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	586.21
		<hr/>
		\$ 4,007.37

## POLICE/CODE ENFORCEMENT

A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	101.00
AaLL ABOUT TREES	REMOVE 2 TREES	1,500.00
AMERICAN AIR LINES	CPS-TRAVEL-GRUBB	170.80
ANDREW JASHINSKE	REIMB TRAINING EXPENSES	145.50
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-JAN 2019	1,200.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	1,285.30
CAKE EXPRESSIONS	CPS-POLICE PROMOTION CEREMONY	93.62
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	155.50
CARL M GRUBB	REIMBURSE TRAINING EXPENSES	274.80
CASSANDRA WARD	REIMB TRAINING EXPENSES	352.34
CHIEF SUPPLY CORPORATION	CORDON TAPES	756.97
COMFORT INN- DES PLAINES, IL	CPS-LODGING -BRYL	485.67
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ADACEMY	26.22
COX COMMUNICATIONS	SUBPEONA RECORDS FOR INVESTIGATIONS	50.00
CULLIGAN OF OMAHA	BOTTLED WATER	242.80
DELTA AIR LINES	CPS-TRAVEL-GRUBB	170.80
DOUBLETREE INN	CPS-LODGING-BENSHOOF, BENSHOOF, FRANKS	942.30
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	300.00
EXPEDIA	CPS-TRAVEL-GRUBB	189.31
FORT CROOK ARMORY & SUPPLIES	REPAIR OF SWAT WEAPON	304.18
GREAT PLAINS UNIFORMS	UNIFORM PURCHASE-M VETTER, EMBROIDER PATCHES	1,073.50
HOLIDAY INN, JACKSONVILLE, FL	CPS-LODGING-GRUBB	614.69
INDOFF	OFFICE SUPPLIES	215.59
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
INSTITUTE OF POLICE TECHNOLOGY & MANAGEMENT	CPS-TRAINING-GRUBB, REED	880.00
J GARDNER AND ASSOCIATES, LLC	FOIL BADGES FOR COMMUNITY EVENTS	633.00
LP POLICE	MONTHLY LOCATE POLICE-NOV 2018	129.95
L-TRON CORP	PRINTERS AND SCANNERS	1,710.80
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	584.47
MATTHEW BRYL	REIMB TRAINING EXPENSES	178.50
MENARDS	FLEXIBLE CORD	24.99
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	913.31
MIDWEST STORAGE SOLUTIONS	REPAIRS TO EVIDENCE SHELF	144.50
MNJ TECHNOLOGIES PUBLIC SECTOR	BUFFALO STATION STORAGE SYSTEM	19,788.00
MOHEGAN SUN ON-LINE	CPS-CREDIT ON LODGING-ELBERT	(200.30)
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	LODGING FOR BASIC TRAINING, CERTIFICATION FEES	270.00
PANEBRASKA LLC	CPS-MANAGER'S MEETING SUPPLIES	27.76
POLICE OFFICERS ASSOCIATION OF NEBRASKA	MEMBERSHIP DUES-HATFIELD	15.00

# MINUTE RECORD

CLAIMS FOR DECEMBER 24, 2018

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## POLICE/CODE ENFORCEMENT (cont'd)

PRIME MEDIA	E-CITATION PERFORATED PAPER	900.00
RALLY POINT	CPS-TRAINING-CVITANOV, SMUTTNY, JIMERSON	675.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	IT SERVICES-JAN/MAR 2019	6,291.29
SECRETARY OF STATE	NOTARY RENEWAL-DUCKER	30.00
SEILER INSTRUMENT & MANUFACTURING INC	CLEAN AND RECERTIFICATION OF NIST	305.00
SHELL SUPER STORE	CRUISER WASH	15.00
SPARTAN NASH STORES, LLC	CPS-POLICE PROMOTION CEREMONY SUPPLIES	33.85
SPRINT	MONTHLY SERVICE-2018-12-9	125.22
SUNSET LAW ENFORCEMENT, LTD	AMMO	6,029.80
TRAVELERS	LIABILITY CLAIMS	665.00
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	10,489.43
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	12,147.24
WESTLAKE ACE HARDWARE	KEYS	12.46
WOODHAVEN COUNSELING ASSOCIATION	TESTING FOR POTENTIAL OFFICER CANDIDATE	365.00
		<b>\$ 73,985.16</b>

## FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	269.62
ANDREW BARRY	CPR INSTRUCTOR REIMBURSEMENT	30.00
ARROW INTERNATIONAL	MEDICAL SUPPLIES	4,289.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-12-3	1,034.92
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,677.07
DAN VANDERHART	CPR INSTRUCTOR REIMBURSEMENT	30.00
EC DATA SYSTEMS, INC	CPS-FAX SERVICE	7.95
ED M FELD EQUIPMENT CO	VOICE AMP REPAIR, SCBA REPAIR	455.25
GREAT PLAINS UNIFORMS	TACTICAL PANTS-S GLOVER	99.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	436.59
MAX I WALKER	HONOR GUARD UNIFORM CLEANING	13.85
MENARDS	RECIP BLADES, SCRAPER, HAMMER, SCRAPERS, CLAMPS, OTHER SUPPLIES	456.18
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	5,108.08
OMAHA WORLD HERALD CO	EMPLOYMENT ADS	1,061.29
PERRY CLOYD	AMBULANCE REIMBURSEMENT	810.00
RINE AUCTIONEERS	BLUE CHAIRS, OFFICE CHAIRS	1,670.80
SARPY COUNTY TREASURER (FISCAL	IT SERVICES-JAN/MAR 2019	2,476.49
SHRED-IT USA	SHREDDING SERVICE	144.00
TRI-CARE	AMBULANCE REIMB-R MILLS	99.75
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	3,533.11
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	6,735.11
WESTLAKE ACE HARDWARE	ELECTRICAL SUPPLIES	33.88
WPS-MAC J5 PART B	AMBULANCE REIMB-R MILLS	391.03
ZOLL MEDICAL CORPORATION	EMS RMS MAINTENANCE, MEDICAL SUPPLIES	3,799.54
		<b>\$ 37,662.51</b>

## NON-DEPARTMENTAL/CONTRACTS

LOCKTON COMPANIES, LLC	PROPERTY CASUALTY INS AND BONDS	77,814.00
CENTURY LINK	MONTHLY SERVICE-2018-12-1	1,035.61
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	113.03
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
TRAVELERS	LOSS FUNDING DEPOSIT-OCT 2018-OCT 2019	6,000.00
		<b>\$ 85,087.64</b>



# MINUTE RECORD

CLAIMS FOR DECEMBER 24, 2018

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## INFORMATION TECHNOLOGY/COMMUNICATIONS

ACCESS	BACKUP STORAGE TAPES	738.16
HOSTGATOR.COM	CPS-MONTHLY DOMAIN FEE	59.95
CORE TECHNOLOGIES, INC	COMMUNICATION SERVICE PER AGREEMENT	2,644.76
DELL MARKETING L.P.	AIO COMPUTERS	4,408.77
MOTOROLA SOLUTIONS, INC	BATTERIES FOR RADIOS	630.00
ONE CALL CONCEPTS	LOCATE FOR IT	3.42
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	IT SERVICES-JAN/MAR 2019	22,096.22
TJ CABLE	LOCATES FOR IT	150.00
U.S. CELLULAR	MONTHLY SERVICE-2018-11-30	119.36
		<u>\$ 30,850.64</u>

## WASTEWATER

ELLIOTT EQUIPMENT CO	LEADER HOSE, CONCAVE ROOT SAW	256.14
HANEY SHOE STORE	SAFETY BOOTS PER CONTRACT	339.98
HDR ENGINEERING, INC	QUAIL CREEK BASIN PROJECT	12,939.61
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	35.75
MAX I WALKER	UNIFORM PURCHASE-G SHANNON	160.50
MENARDS	RECIP BLADE, ANTI FOG, CLEANER	117.84
METROPOLITAN COMMUNITY COLLEGE	BOOKS	169.86
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-12-4	820.61
NAPA AUTO PARTS	OIL	111.20
O'REILLY AUTOMOTIVE PARTS	OIL FILTER	33.96
U.S. CELLULAR	MONTHLY SERVICE, NEW PHONES-2018-12-3	1,683.29
UNITED RENTALS (NORTH AMERICA), INC	FALL PROTECTION WITH FLOOR PLATE	2,967.45
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,062.33
UTILITY EQUIPMENT COMPANY	SINKING BALL FOR BALL CHECK VALVE	823.19
		<u>\$ 21,521.71</u>

## COMMUNITY BETTERMENT

HGM ASSOCIATES INC	STORM SEWER REVISIONS-AMERICAN HEROES PARK	1,165.01
		<u>\$ 1,165.01</u>

## ECONOMIC DEVELOPMENT-LB840

LEO A DALY COMPANY	PROFESSIONAL SERVICES-HARLAN LEWIS-NOV	16,000.00
		<u>\$ 16,000.00</u>

## COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEES-NOV 2018	2,944.50
OMAHA WORLD HERALD	LEGAL AD	69.70
		<u>\$ 3,014.20</u>

## FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE-2018-11-21	479.16
		<u>\$ 479.16</u>

**TOTAL CLAIMS FOR DECEMBER 24, 2018** \$1,188,576.59

**TOTAL PAYROLL FOR DECEMBER 14, 2018** \$ 977,509.52

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

PUBLIC OFFICIAL BOND

Bond Number W150333321

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Rusty Hike  
of 110 East Mission Avenue, Bellevue, State of Nebraska, as Principal, and  
the Old Republic Surety Company organized under the Laws of the State of  
Wisconsin, as Surety, with its Home Office in  
Brookfield in said state, are held and firmly bound unto  
City of Bellevue  
1500 Wall Street Bellevue, NE 68005  
as Obligee, in the penal sum of Ten Thousand Dollars (\$ 10,000.00),  
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 27th day of December, 2018.

WHEREAS, the above-named Principal has been duly appointed or elected  
Mayor of the City of Bellevue  
State of Nebraska for the definite/indefinite term beginning on the  
December 10, 2018 and ending on the December 10, 2022.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal  
shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all  
money that may come into his hands in his official capacity during the said term, then his obligation shall  
be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable  
hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such  
loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal  
demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of  
the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: \_\_\_\_\_

By: Rusty Hike Principal

Old Republic Surety Company  
Surety

Witness: Amanda Potz

By: Elise Faust  
Attorney-in-fact





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:  
Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows: Effective Date: 12/10/2018 12:00:00 AM

Bond Number: W150333321

Bond Amount:

Ten Thousand Dollars

\$ 10,000.00

Principal Name: Rusty Hike

Obligee Name: City of Bellevue of Bellevue, NE

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

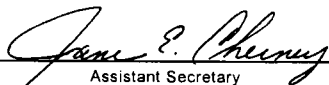
RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

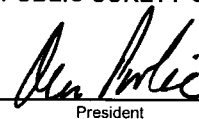
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of December, 2018.

  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of December, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My Commission Expires: 09/28/2022

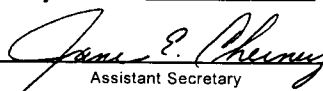
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0401994



Signed and sealed at the City of Brookfield, WI this 27th day of December, 2018.

  
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

PUBLIC OFFICIAL BOND

Bond Number W150333322

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Bob Stinson  
of 802 Marion Avenue, Bellevue, State of Nebraska, as Principal, and  
the Old Republic Surety Company organized under the Laws of the State of  
Wisconsin, as Surety, with its Home Office in  
Brookfield in said state, are held and firmly bound unto  
City of Bellevue  
1500 Wall Street Bellevue, NE 68005,  
as Obligee, in the penal sum of Five Thousand Dollars (\$ 5,000.00),  
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 27th day of December, 2018.

WHEREAS, the above-named Principal has been duly appointed or elected  
Council Member of the City of Bellevue  
State of Nebraska for the definite/indefinite term beginning on the  
December 10, 2018 and ending on the December 10, 2022.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal  
shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all  
money that may come into his hands in his official capacity during the said term, then his obligation shall  
be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable  
hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such  
loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal  
demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of  
the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

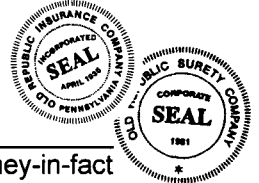
Witness: \_\_\_\_\_

By: Bob Stinson Principal

Old Republic Surety Company

Witness: Amanda Portz

By: Elise Faust  
Attorney-in-fact





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:  
Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows: Effective Date: 12/10/2018 12:00:00 AM

Bond Number: W150333322      Bond Amount:      Five Thousand Dollars      \$ 5,000.00

Principal Name: Bob Stinson

Obligee Name: City of Bellevue of Bellevue, NE

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

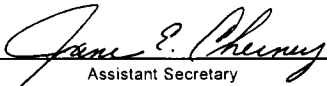
RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of December, 2018.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary



  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of December, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My Commission Expires: 09/28/2022

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0401994



Signed and sealed at the City of Brookfield, WI this 27th day of December, 2018.

  
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

PUBLIC OFFICIAL BOND

Bond Number W150333323

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Kathy Welch  
of 2009 Fairview Street, Bellevue, State of Nebraska, as Principal, and  
the Old Republic Surety Company organized under the Laws of the State of  
Wisconsin, as Surety, with its Home Office in  
Brookfield in said state, are held and firmly bound unto  
City of Bellevue  
1500 Wall Street Bellevue, NE 68005,  
as Obligee, in the penal sum of Five Thousand Dollars (\$ 5,000.00),  
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 27th day of December, 2018.

WHEREAS, the above-named Principal has been duly appointed or elected  
Council Member of the City of Bellevue  
State of Nebraska for the definite/indefinite term beginning on the  
December 10, 2018 and ending on the December 10, 2022.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: \_\_\_\_\_

By: Kathy Welch Principal

Old Republic Surety Company  
Surety

Witness: Amanda Pote

By: Elise Faust  
Attorney-in-fact





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:  
Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 12/10/2018 12:00:00 AM

Bond Number: W15033323

Bond Amount:

Five Thousand Dollars

\$ 5,000.00

Principal Name: Kathy Welch

Obligee Name: City of Bellevue of Bellevue, NE

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of December, 2018.

*Jane E. Cherney*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of December, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: 09/28/2022

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0401994



Signed and sealed at the City of Brookfield, WI this 27th day of December, 2018.

*Jane E. Cherney*  
Assistant Secretary

9a  
1-14-19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	01-08-19	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 Gross Catholic High School for a Special Designated Liquor License to sell beer and distilled spirits at a trivia fund-raiser on school property at 7700 South 43rd Street 6:00 p.m. until 10:00p.m. on February 23, 2019.

SYNOPSIS:

Gross Catholic High School is requesting to sell beer and distilled spirits at this fundraising event. They have held numerous events like this at the school to benefit various school sports teams, organizations, or the school itself.

FISCAL IMPACT:

One Day License Fee -- \$40.00

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

The Police have reviewed the application and given feedback (see attached). Request Council approval.

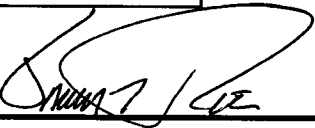
BACKGROUND:

Special Designated Liquor License (SDLs) Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

ATTACHMENTS:

1	Application	4	
2	Police Report	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: n/a

LEGAL APPROVAL: n/a



**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

Daniel J Gross Catholic High School

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

7700 So. 43rd Street Bellevue, NE 68147

Retail Liquor License Address or Non-Profit Business Address

47-0522441

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 2/23/2019

Event Date(s): \_\_\_\_\_

Event Start Time(s): 6 pm \_\_\_\_\_

Event End Time(s): 10 pm \_\_\_\_\_

Alternate Date: n/a

Alternate Location Building & Address: n/a

Event Building Name: Daniel J Gross Catholic High School

Event Street Address/City: 7700 So. 43rd Street, Bellevue

Indoor area to be licensed in length & width: 115 x 96

Outdoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)

Type of Event: Fundriaser; Trivia Night Estimate # of attendees: 550

Type of alcohol to be served: Beer ☒ Wine \_\_\_\_\_ Distilled Spirits ☒  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tom Van Haute Event Contact Phone Number: 402 297-2576

Event Contact Email: tvanhaute@gcgmail.org

\*Signature Authorized Representative: \_\_\_\_\_ Printed Name Tom Van Haute

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

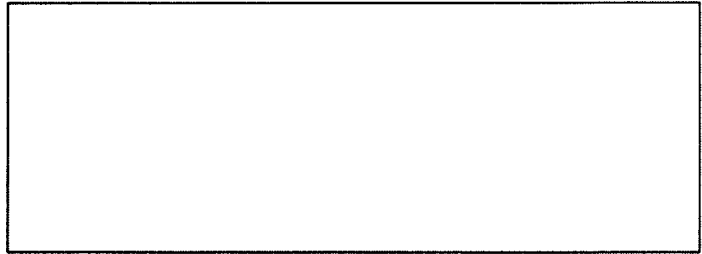
The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

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](http://www.lcc.nebraska.gov)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

**Daniel J Gross Catholic High School**

NAME OF CORPORATION

**47-0522441**

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF December, 2018

NOTARY PUBLIC SIGNATURE & SEAL



APPLICATION FOR A  
SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 01-14-19 Due to City Clerk: A.S.A.P.

APPLICANT: Daniel J. Gross Catholic High School

LOCATION/ADDRESS: 7700 South 43<sup>rd</sup> Street, Bellevue

REQUESTED ACTION: Approval of a Special Designated Liquor License to sell beer and distilled spirits at a fundraiser Trivia Night at the school, from 6:00 until 10:00 p.m. on February 23, 2019

Contact Person: Tom Van Haute

Phone # 402.297-2576

12-7-89

COMMENTS:

IA N/A

Approved

Sgt. B. J. 1-8-19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a  
1-14-18

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:

*[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 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

**A**N 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:

**S**ection 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: \_\_\_\_\_



## Tammi Palm

---

**From:** Craig Faulk <Craig@faulk-enterprises.com>  
**Sent:** Wednesday, January 09, 2019 3:44 PM  
**To:** Paul Cook  
**Cc:** Rusty Hike; Pat Shannon; Kathy Welch; Don Preister; Thomas Burns; Bob Stinson; Chris Shewchuk; Tammi Palm  
**Subject:** RE: Milt's Mini Storage expansion: ordinance # 3922  
**Attachments:** Milts Mini Storage site plan.pdf

Good afternoon,

We scheduled an informal meeting with neighbors who voiced concerns with our proposed development at the public hearing on December 10<sup>th</sup>.

We held this informal meeting yesterday, on January 8<sup>th</sup> at the Bellevue public library.

About a dozen neighbors showed up as well as three city council members (Pat Shannon, Kathy Welch and Bob Stinson).

Attached is an updated site plan with changes made to the site in regards to concerns/issues that were raised from the neighbors.

We have proposed changes to the following:

- All surface parking on the South finger of the site has been eliminated
- The entire South finger will remain green space with one detention basin in this location
- An additional detention basin will be added on the North end of the property by Chandler Road and will be approximately 3' deep
- In addition, the detention basin on the South finger will only be approximately 3' deep versus the originally proposed 10' depth and will remain vegetated
- City council members have suggested removing the fence around the South detention basin only which will hopefully allow the wildlife to continue using the site (we are in agreement with this so long as the various Bellevue departments have no issue with no fencing/safety issues)
- All existing trees located on the perimeter of the site will remain in place so long as they don't interfere with construction
- On the South Finger, any trees currently existing will remain unless they interfere with the construction of the detention basin

If you have any additional comments/questions about the attached site plan or changes made please contact me.

Thanks,  
Craig

402-991-1058

SITE INFORMATION

TOTAL SITE AREA	EXISTING ±146,988 SF (±3.37 Ac)	PROPOSED ±545,666 SF (±12.53 Ac)
BUILDING COVERAGE	±50,604 SF (±34%)	±116,644 SF (±21%)
ZONING	MLRS-72	BGH
ADJACENT ZONING	RS-72	RS-72
USE TYPE	SELF STORAGE FACILITY (CONDITIONALLY PERMITTED)	
TOTAL PAVED AREA	±71,124 SF (±48%)	±237,530 SF (±44%)
IMPERVIOUS COVERAGE	±121,728SF (±82%)	±308,136 SF (±56%)
TOTAL NUMBER OF PARKING STALLS	N/A	216 (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	61.87 CFS (100 YR)	87.32 CFS (100 YR)
VOLUME	18,560 CF (100 YR)	26,196 CF (100 YR)
DETENTION REQ.	7,636 CF (100 YR)	

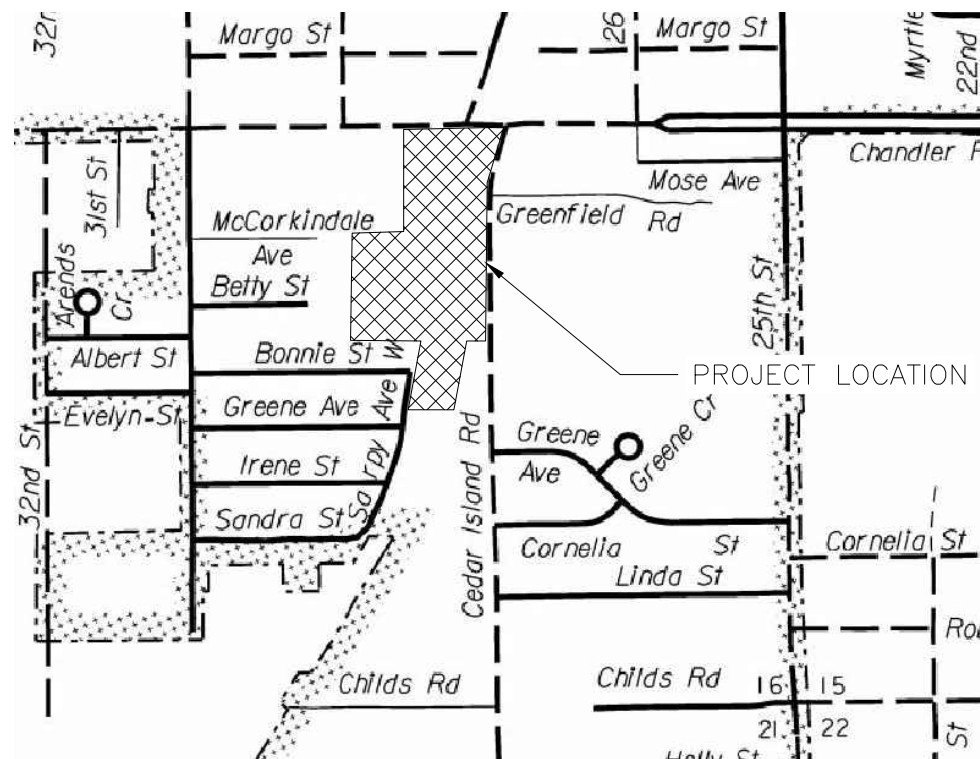
DETENTION BASIN INFORMATION

SOUTH BASIN:	
BOTTOM OF BASIN	1155
TOP OF BASIN	1157
TOTAL DEPTH	3 FEET
TOTAL VOLUME STORAGE	±14,000 CUBIC FEET

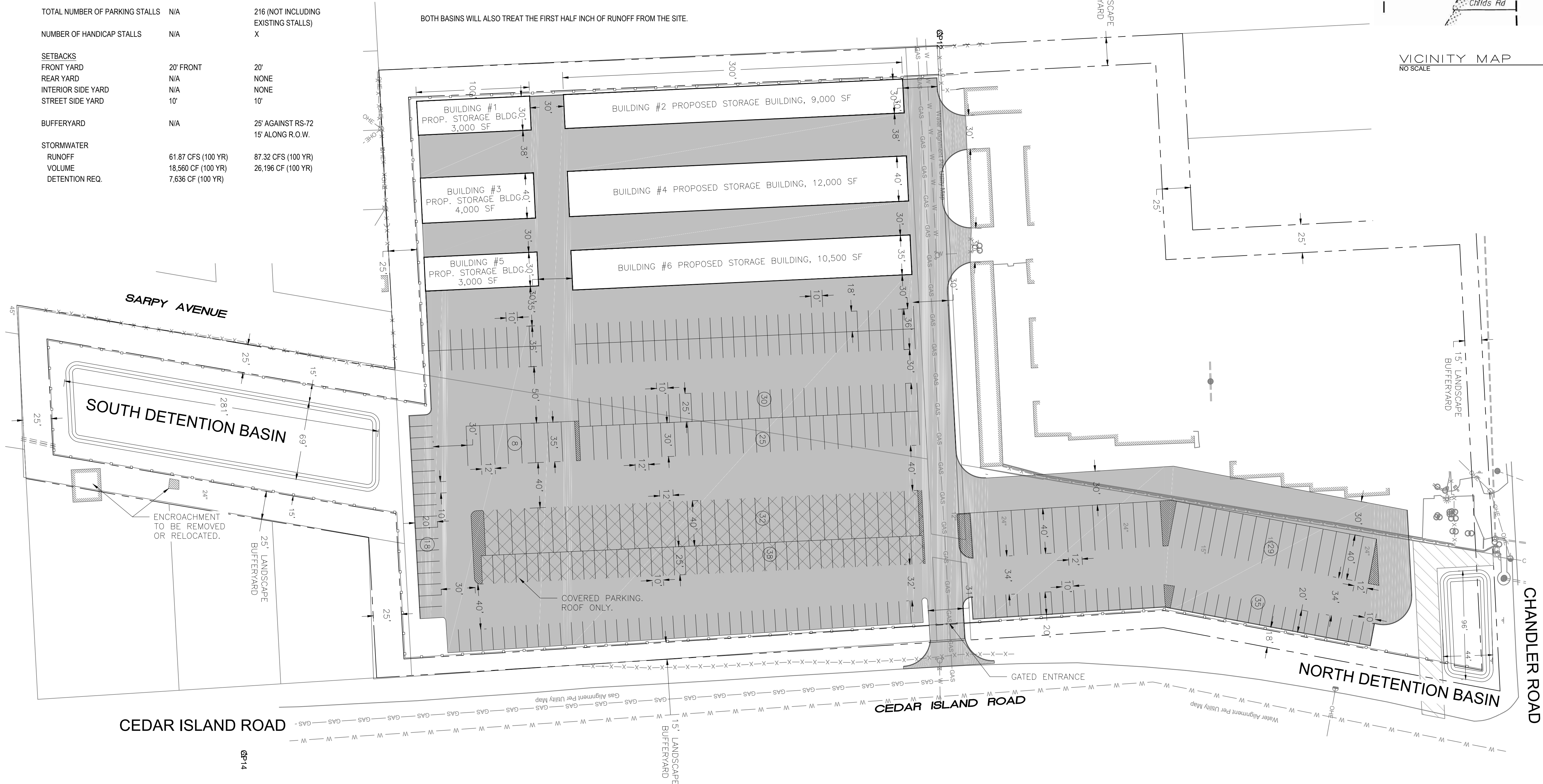
NORTH BASIN	
BOTTOM OF BASIN	1171
TOP OF BASIN	1174
TOTAL DEPTH	4 FEET
TOTAL VOLUME STORAGE	±3,650 CUBIC FEET

BOTH BASINS WILL DETAIN THE DIFFERENCE IN RUNOFF FROM THE SITE DURING A 100 YEAR STORM. 100 YEAR STORM IS 12.20 INCHES OF RAIN PER HOUR. THERE WILL BE NO INCREASE IN RUNOFF FROM PRE TO POST CONSTRUCTION.

BOTH BASINS WILL ALSO TREAT THE FIRST HALF INCH OF RUNOFF FROM THE SITE.



VICINITY MAP  
NO SCALE



LEGEND

- CONCRETE OR ASPHALTIC PAVEMENT
- PROPOSED FENCING

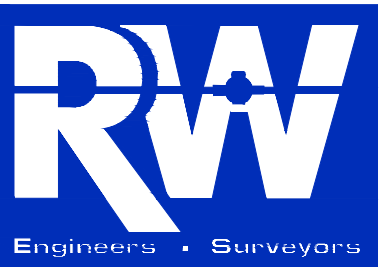
UTILITY WARNING:

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



Consultant

Owner



R.W. Engineering & Surveying, Inc.  
6225 North 89th Circle  
Omaha, NE 68134 | 402-573-2205  
www.RWMidwest.com

MILT'S MINI STORAGE  
EXPANSION

2715 Chandler Rd  
Bellevue, NE

IN PROGRESS  
NOT FOR  
CONSTRUCTION

DRAWING INFO

SITE  
PLAN

PROJECT INFO

PROJECT NO: 18-1477  
DATE: 01/09/2019  
DESIGNED BY:  
DRAWN BY: SMB  
CHECKED BY:

REVISION

DATE

SHEET

C0.1

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

106  
1-14-19

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 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

- 4 *Opposition E-mails*
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

*[Signature]*

FINANCE APPROVAL:

*[Signature]*

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 6<sup>th</sup> 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 6<sup>th</sup> 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.

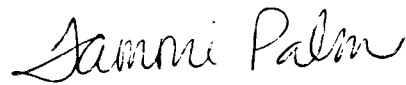
#### **VI. ATTACHMENTS TO REPORT**

- 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

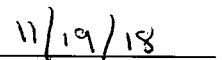
**VII. COPIES OF REPORT TO:**

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



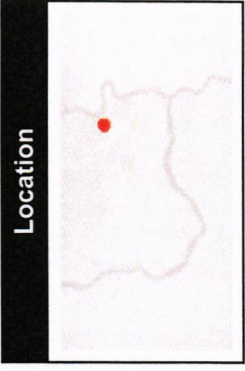
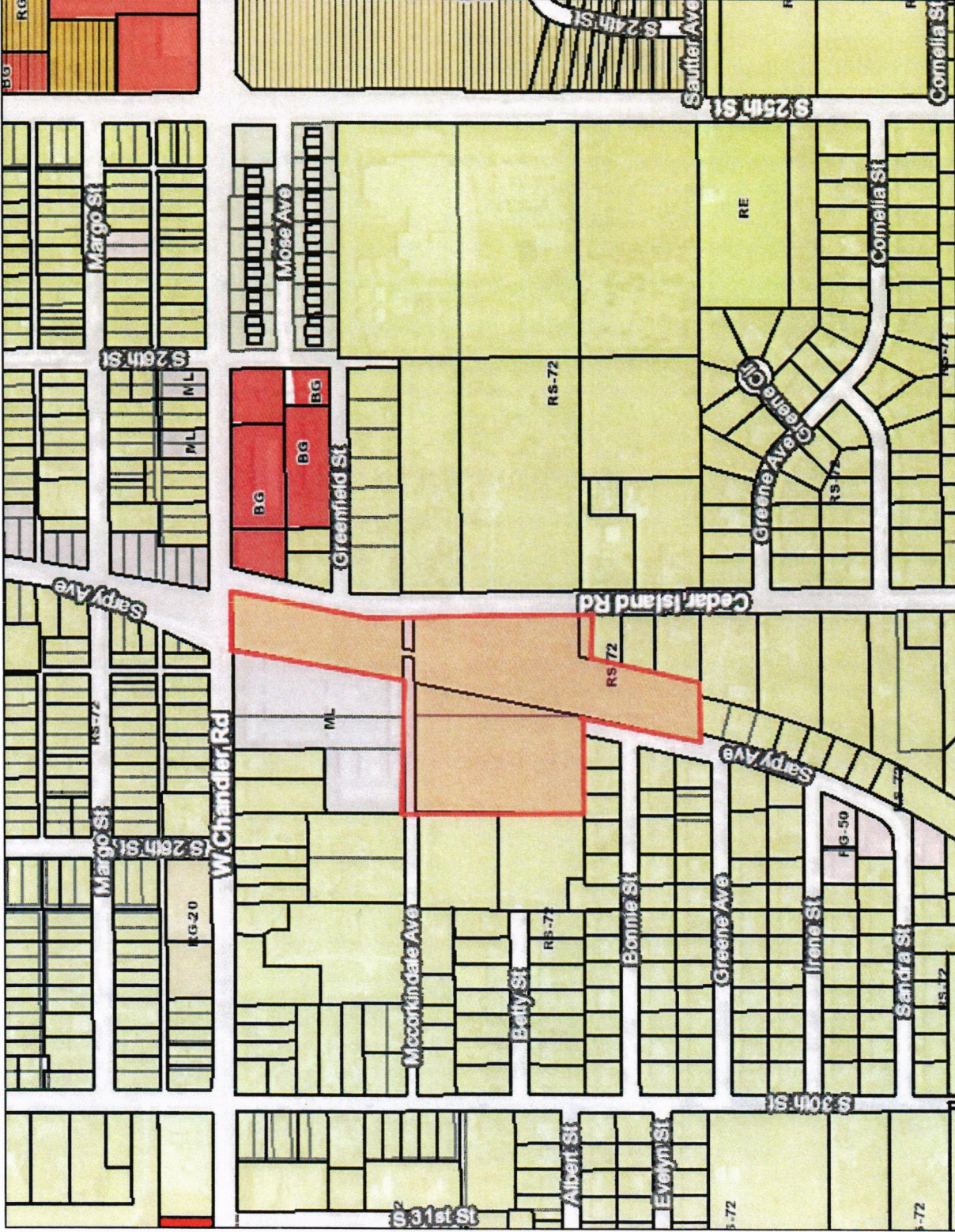
Prepared by:

  
Planning Director

  
Date of Report



# Zoning Map

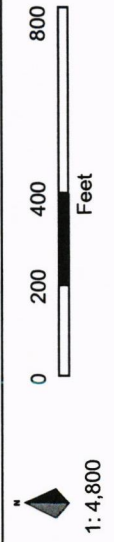


Location

## Legend

- Road Centerlines  
2018 Aerial Photo
- Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

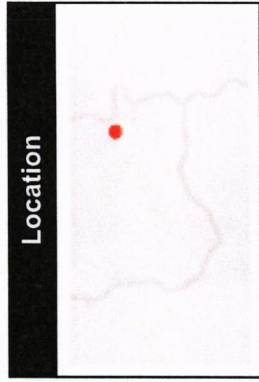
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



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



# Area of Rezoning Request



Location

Legend

Road Centerlines

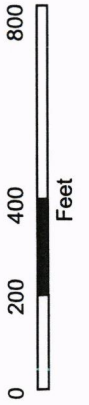
2018 Aerial Photo

Red: Band\_1

Green: Band\_2

Blue: Band\_3

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.



1: 4,800

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



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 6<sup>th</sup> 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: 11.26.18  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

**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 15<sup>th</sup>.

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



## Sabrina Ohnmacht

---

**From:** Courtney Baughman <ckammerer83@gmail.com>  
**Sent:** Tuesday, December 04, 2018 3:08 PM  
**To:** Sabrina Ohnmacht  
**Subject:** Milt's request for expansion

To whom it may concern,

I reside at 2901 Bonnie Street. It has come to my attention that a request has been made from Milts, according to the documents the applicant name is 2715 LLC. I am seeing that they are wanting to expand. I am strongly opposed to this expansion. Part of the reason we purchased our home was due to the lovely area surrounding our home. To have an industrial series of structures would completely ruin the neighborhood. The structures required would be imposing and cumbersome. This would increase unwanted traffic in our quiet neighborhood. This could have an affect on our re-sale value, potentially our property taxes. I do not want this expansion. I will not be able to attend the meeting regarding this matter on December 10th, please ensure that this email is sent to the appropriate people.

I would also like to express my great disappointment in not being personally notified of this request. While I do understand that there has to be limitations regarding who gets these letters, I do feel that the entire neighborhood should be notified personally as this will greatly affect all of us.

Courtney Baughman  
2901 Bonnie Street  
402-679-6236

**Sabrina Ohnmacht**

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**From:** Peggy Helms <rhelms4@cox.net>  
**Sent:** Wednesday, December 05, 2018 11:09 AM  
**To:** Sabrina Ohnmacht  
**Subject:** 12/10 Planning Meeting

Dear Ms. Ohnmacht,

Below is an email letter that I sent to Don Preister and Jim Moudry and I want to share with you as well. Jim Moudry informed me that his last day is 12/10 and he would forward my letter to Kathy Welch. Don Preister spoke to me on the phone about my letter. As a former administrative assistant myself, I realize that you are probably one of the key people that organizes and makes the place run which is why I am sending you my letter too.

Thank you,  
Peggy Helms

December 3, 2018

To: Don Preister, Ward 5  
Jim Moudry, Ward 4

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

Dear Sirs:

This letter is being sent to you because the above mentioned rezoning application is located in neighborhoods in your wards. The Planning Committee meeting from November 15, 2018 voted 4 to 1 to NOT approve the request for rezoning, thus sending their recommendation on

to the Bellevue City Council. As I stated in my letter dated November 6, 2018, sent to Tammi Palm of the Planning Department and presumably shared with the other members of that committee, we are **unequivocally against** this rezoning, allowing the expansion of Milt's Storage into our residential neighborhood. Below I am stating our case with questions, concerns and comments.

- I received the list of names and addresses of the property owners who were mailed the original notification about this rezoning request from the Planning Committee. The list was sent to me by Shirley Harbin. My first question about that list is that no one living on McCorkindale Ave was on that list. I would have thought at least 2 property owners would have been on that list. I was wondering what the discrepancy is for their omission?
- A curious point I noticed from the minutes of that meeting is that only 5 members of the planning committee attended this meeting out of 9 members. That's rather concerning however I don't know what the norm is for these meetings but wanted you to know, I noticed.
- I can't help but wonder if this proposal was being presented to be located right next to Mr. Faulk's property (at 109<sup>th</sup> St. near Happy Hollow country club, a very nice neighborhood) would he not also object to this project for his neighborhood? I think that question answers itself. But no problem for our little lower middle class neighborhood.
- Our home's property values are for most of us our main asset and biggest investment. Our area struggles to maintain property values that have not increased with the same pace as most of the rest of the whole metropolitan area and have remained rather stagnant

and have hovered around the same values for years. If you allow this commercial storage facility to be built it will have a domino effect on lowering property values to the entire Chandler area, starting with those properties that are nearest to the facility of which our property is one of those.

- I would urge you to read the meeting minutes on this agenda item from the November 15, 2018 Planning Committee meeting. I would direct your attention to a paragraph towards the end where Christine Smith's comments are exactly correct. "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."
- I have a lot more to say but I hope to read my comments at the City Council Meeting on 12/10. I would like it if you would share my letter with all of the city council members and they would all review the meeting minutes of the Planning Committee meeting held on November 15<sup>th</sup>. It may not mean a lot to you but it means a great deal to those people who live near and around this rezoning proposal.

I hope to be able to attend the city council meeting on 12/10 and hope I am not too nervous to get up and read a statement.

Sincerely,  
Peggy and Riley Helms  
2722 Bonnie St.  
Bellevue NE 68147  
402-733-9025

## Sabrina Ohnmacht

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**From:** JIM PEYTON <jeleen@cox.net>  
**Sent:** Wednesday, December 05, 2018 1:10 PM  
**To:** Sabrina Ohnmacht  
**Cc:** jeleen@cox.net  
**Subject:** Permit for storage units on Chandler/Cedar Island

I live at 2716 Greene Ave and am against the permit for more storage units at Chandler and Cedar Island.

Most people in the area bought their house for the quiet atmosphere which will disappear if the permit is granted. There is a lot of trees and wildlife there that will disappear with more storage units. There is already another storage area down the road on Chandler that is less than a mile away.

There is already a lot of traffic on Chandler and more storage units will bring more which will put the children that have to walk to Chandler View school at more risk.

Jim Peyton

jeleen@cox.net

8/6

## Sabrina Ohnmacht

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**From:** Mary Cleveland <inboxmaryc@gmail.com>  
**Sent:** Monday, December 10, 2018 5:12 PM  
**To:** Sabrina Ohnmacht  
**Subject:** Tonight's City council meeting regarding Milt's storage expansion

Mary Cleveland  
2912 McCorkindale Ave  
Bellevue, NE 68147

12/10/2018

Bellevue City Council Members  
1500 Wall Street  
Bellevue, NE 68005

Dear City Council Members,

My name is Mary Cleveland and I live on McCorkindale Avenue. It is a quiet, safe dead end street with great neighbors and very little traffic. The small amount of traffic is our neighbors and they know to watch out for my kids.

I have four children, all of whom are autistic. Some of them do not know to watch out for extra traffic or strangers. My youngest has a service dog that would cost thousands of dollars to replace if stolen or hit by a car, if she accidentally got out of our yard.

I ask you not to allow Milt's Self Storage to expand in our neighborhood.

My concerns are for safety, noise, extra water runoff damaging our properties, and more people/vehicles coming and going. In addition, there is so much beautiful wildlife that uses that area and they will be displaced and perhaps killed by increased traffic in that area.

Please help me keep my kids safe and our neighborhood a quiet one by saying no to this project.

Thank you for your time and service.

Sincerely,  
Mary Cleveland

**Sabrina Ohnmacht**

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**From:** Craig Faulk <Craig@faulk-enterprises.com>  
**Sent:** Monday, December 10, 2018 8:14 AM  
**To:** Sabrina Ohnmacht  
**Subject:** City Council meeting: 12-10-18 ordinance 3922  
**Attachments:** DOC121018-12102018075957.pdf

Good morning Sydney,

Attached are letters in support of ordinance # 3922 for tonight's meeting.

I should be able to get an additional 2-3 signed letters before tonight's meeting. I will bring all signed letters with me.

If you could distribute to the city council members it would be greatly appreciated.

Questions, let me know.

Thanks,

Craig

12-3-18

City Council

1500 Wall St

Bellevue, NE 68005

To the Bellevue City Council members,

I currently own and reside in a residence that directly abuts Milt's Mini Storage at 2715 Chandler Road. When I purchased my property, I knew I would reside next to Milt's Mini Storage and this did not deter my purchase. During my time next to Milt's I have experienced no increase in crime, no noticeable increase in traffic, no decrease in my property value and no disturbance to the residential neighborhood I am a member of. Milt's has been a quiet neighbor and their business has been low impact since I have lived next to them.

For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carl & Kristi Mansfield', with a large, stylized flourish at the end.

Carl & Kristi Mansfield

2717 Chandler Road

Bellevue, NE 68147



12-3-18

City Council  
1500 Wall St  
Bellevue, NE 68005

To the Bellevue City Council members,

I currently own and reside in a residence that directly abuts Milt's Mini Storage at 2715 Chandler Road. When I purchased my property, I knew I would reside next to Milt's Mini Storage and this did not deter my purchase. During my time next to Milt's I have experienced no increase in crime, no noticeable increase in traffic, no decrease in my property value and no disturbance to the residential neighborhood I am a member of. Milt's has been a quiet neighbor and their business has been low impact since I have lived next to them.

For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

Norman & Catherine Moffitt

2729 McCorkindale Ave

Bellevue, NE 68147

*Norman Moffitt*  
12-6-18

12-3-18

City Council  
1500 Wall St  
Bellevue, NE 68005

To the Bellevue City Council members,

I currently own and reside in a residence that directly abuts Milt's Mini Storage at 2715 Chandler Road. When I purchased my property, I knew I would reside next to Milt's Mini Storage and this did not deter my purchase. During my time next to Milt's I have experienced no increase in crime, no noticeable increase in traffic, no decrease in my property value and no disturbance to the residential neighborhood I am a member of. Milt's has been a quiet neighbor and their business has been low impact since I have lived next to them.

For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read "Cindy Kment", with a stylized flourish at the end.

Cindy Kment

2714 Chandler Rd  
Bellevue, NE 68147

12-3-18

Ordinance No: 3922

City Council

1500 Wall St

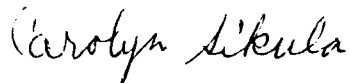
Bellevue, NE 68005

To the Bellevue City Council members,

I currently own and reside in a residence that directly abuts Milt's Mini Storage at 2715 Chandler Road. When I purchased my property, I knew I would reside next to Milt's Mini Storage and this did not deter my purchase. During my time next to Milt's I have experienced no increase in crime, no noticeable increase in traffic, no decrease in my property value and no disturbance to the residential neighborhood I am a member of. Milt's has been a quiet neighbor and their business has been low impact since I have lived next to them.

For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn Sikula".

Carolyn Sikula

2632 Greene Ave

Bellevue, NE 68147

12-3-18

City Council

1500 Wall St

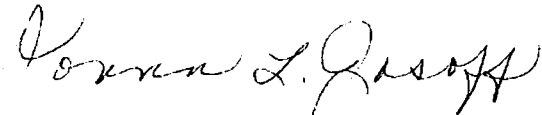
Bellevue, NE 68005

To the Bellevue City Council members,

I currently own and reside in a residence that directly abuts Milt's Mini Storage at 2715 Chandler Road. When I purchased my property, I knew I would reside next to Milt's Mini Storage and this did not deter my purchase. During my time next to Milt's I have experienced no increase in crime, no noticeable increase in traffic, no decrease in my property value and no disturbance to the residential neighborhood I am a member of. Milt's has been a quiet neighbor and their business has been low impact since I have lived next to them.

For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter & Donna Josoff". The signature is fluid and cursive, with the first name "Peter" and last name "Josoff" being the most prominent parts.

Peter & Donna Josoff

7954 Cedar Island RD

Bellevue, NE 68147

## Sabrina Ohnmacht

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**From:** Chris Shewchuk  
**Sent:** Tuesday, December 11, 2018 9:05 AM  
**To:** Sabrina Ohnmacht; Susan Kluthe  
**Subject:** FW: New contact request from bellevue.net

Sabrina and Susan,

This e-mail came in last night. Please add it to the agenda packet for the next meeting.

Thanks.

Chris

**From:** tim\_krmr@yahoo.com.53759818.t-sender-sib.com [mailto:tim\_krmr@yahoo.com.53759818.t-sender-sib.com]  
**Sent:** Monday, December 10, 2018 8:09 PM  
**To:** Web Info <info@bellevue.net>; Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Subject:** New contact request from bellevue.net

Name: Timothy Kramer  
Email: tim\_krmr@yahoo.com  
Phone: 4026760600

Message: Good evening Chris,

This email is in response/reference to the proposed rezoning for Milts Mini Storage. Due to work I was unable to make the meeting in person. I own the vacant property that abuts the west property line of the proposed area. I have owned, maintained and payed thousands of dollars in taxes on this land for 20 years. This area and the proposed property are a haven for our areas wildlife. Turkeys, deer, literally flood through here on a daily basis following the old railroad bed north. Many deer bed and breed in that area. My intention is to build a home here in the next 5 years as I live currently on Bonnie st in a home that abuts my vacant land.

I am adamantly opposed to this development for many reasons that have been voiced by my neighbors. I can guarantee a property value decline in the very least and if this proceeds I will definitely not be interested in building a 200k house to look over the ugly metal buildings that will be erected there.

There is absolutely no need for that expansion here. It will not serve our neighborhood or immediate neighbors in a positive way. This is a residential area. This proposal places the storage facility nearly 3 blocks or so south of Chandler through nothing but homes and green space. As a lifetime Bellevue resident, I hope this request is once again denied.

Thank you,  
sincerely Tim Kramer

▪

## Sabrina Ohnmacht

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**From:** Don Preister  
**Sent:** Thursday, January 03, 2019 2:54 PM  
**To:** Sabrina Ohnmacht; Rusty Hike; Jim Ristow; Lisa Rybar  
**Subject:** Fw: Milt's storage expansion

FYI below, since you were not copied.  
Happy New Year!  
Your weather is almost as nice as here today!

Don Preister  
Bellevue City Council, Ward 5  
Green Bellevue President  
[www.greenbellevue.org](http://www.greenbellevue.org)  
[www.facebook.com/Green.Bellevue](https://www.facebook.com/Green.Bellevue)  
[don.preister@bellevue.net](mailto:don.preister@bellevue.net)  
402-733-6660

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**From:** Peggy Helms <[rhelms4@cox.net](mailto:rhelms4@cox.net)>  
**Sent:** Thursday, January 3, 2019 10:19 AM  
**To:** Chris Shewchuk; Pat Shannon; Thomas Burns; Bob Stinson; Paul Cook; Kathy Welch; Don Preister  
**Cc:** [tami\\_313@yahoo.com](mailto:tami_313@yahoo.com); Tammi Palm; Shirley Harbin  
**Subject:** FW: Milt's storage expansion

Sharing my email with you that I sent to Craig Faulk in response to his planned meeting at the library regarding the expansion of his storage facility. I will see you all at the Jan 14<sup>th</sup> city council meeting.  
Peggy Helms

**From:** Peggy Helms [<mailto:rhelms4@cox.net>]  
**Sent:** Wednesday, January 02, 2019 10:50 AM  
**To:** 'craig@faulk-enterprises.com' <[craig@faulk-enterprises.com](mailto:craig@faulk-enterprises.com)>  
**Subject:** Milt's storage expansion

I will attend your meeting on January 8<sup>th</sup> at the library at 6:00 pm.

I don't really know what your goal is for this meeting because nothing is going to change the fact that you will be paving over about 8 acres of land for the purpose of installing storage garages and parking spaces for the excesses of consumerism. Quite a worthy objective. Oh also, so you can make lots of money at the cost of butting into our neighborhood. Oh also, so the Josoff's can get out from under this property which has turned into not so great of an investment for them, unless you buy it. Oh, also, so you can show the city council that you are making an effort to accommodate the neighbors.

Somehow I feel the vote has already been taken and you won. I noticed you have already cut down some trees at the bottom of Bonnie Street so you have access into the land. I can't help but feel this whole thing was a done deal and the planning committee and council meeting was just to appease the neighbors who are close by. Make us think we might have a vote in this. "Let 'em eat cake."

If you notice a bit of displeasure and cynicism in my tone, you are right. This whole process has left me quite disillusioned when I knew better right from the beginning not to get my hopes up.

If you lived where I live you would be on my side! If this was happening to you where you live, you would be on the same side as me.

Regards,  
Peggy Helms

# 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. SARP COUNTY, NEBRASKA

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM 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., SARP 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 SARP COUNTY, THENCE NORTH 84°50'30" EAST (ASSUMED BEARING) FOR 370.85 FEET ALONG THE SOUTH LINE 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°32'24" EAST FOR 478.32 FEET ALONG THE EAST LINE OF SAID LOT 2, THENCE NORTH 87°00'00" 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°29'20" WEST FOR 302.78 FEET (2) SOUTH 83°35'33" EAST FOR 486.75 FEET; THENCE SOUTH 86°48'22" 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°54'50" WEST FOR 179.09 FEET (2) SOUTH 10°02'18" 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 2,316.74 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°47'00" EAST FOR 333.11 FEET; THENCE SOUTH 86°57'04" WEST FOR 365.87 FEET ALONG THE SOUTH LINE 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°28'14" WEST FOR 486.28 FEET ALONG THE WEST LINE OF SAID LOT 10, THENCE NORTH 02°57'36" WEST FOR 30.00 FEET TO THE POINT OF BEGINNING ABOVE DESCRIBED TRACT CONTAINS 8.84 ACRES, MORE OR LESS.

Cory J. Gross  
CORY J. GROSS, P.L.S. 8818



### 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 SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID PROPERTY TO BE SUBDIVIDED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREINAFTER 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 SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT (5) WIDE STRIP OF LAND ABUTTING ALL FRONT AND REAR LOT LINES AND AN EIGHT FOOT (8) WIDE STRIP OF LAND ABUTTING 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 SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER

DATE

### REVIEW OF SARP COUNTY PUBLIC WORKS

THIS FINAL PLAT OF MILT'S ADDITION WAS REVIEWED BY THE SARP COUNTY SURVEYORS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SARP COUNTY SURVEYOR/ENGINEER

### ACCEPTANCE OF SARP COUNTY REGISTER OF DEEDS

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

SARP 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

RECEIVED

NOV 06 2018

PLANNING DEPT.

Consultant

Owner

RW ENGINEERING & SURVEYING

R. W. Engineering & Surveying, Inc.  
4225 North 86th Circle, Omaha, Nebraska 68114  
Tel. 402-977-2051 Fax 402-977-2052

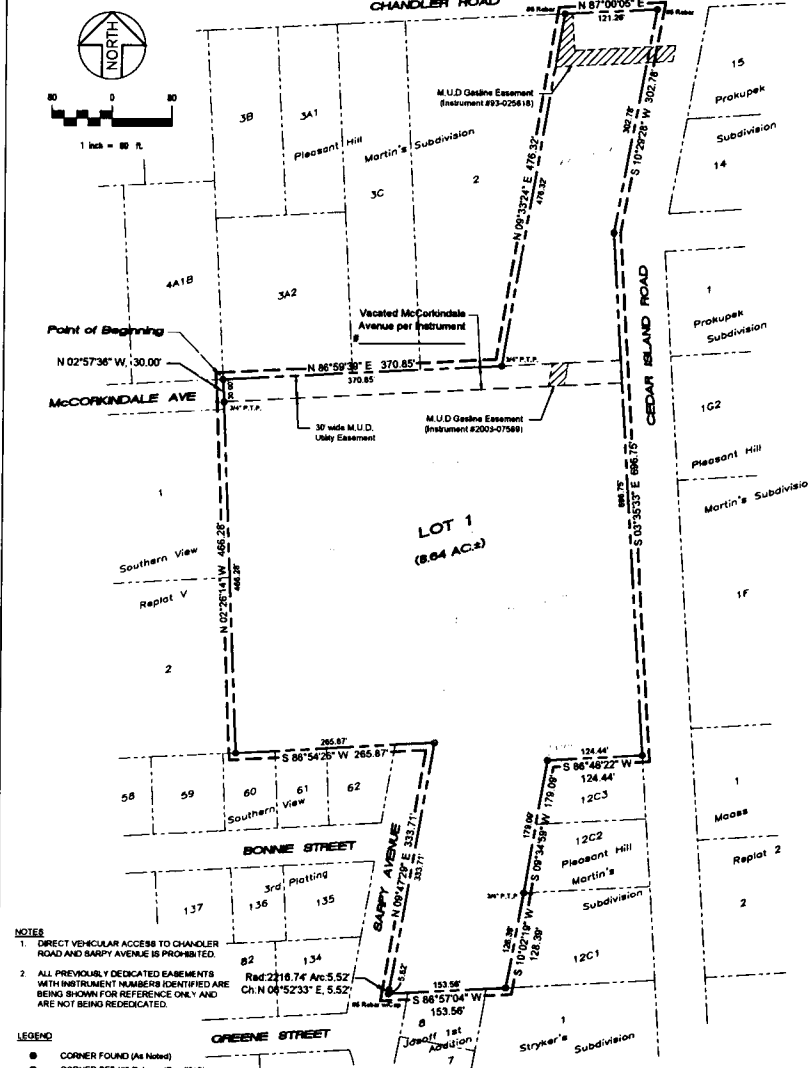
MILT'S ADDITION

SARP COUNTY, NEBRASKA

FINAL PLAT

PROJECT NO: 18-1178  
DATE: 10/31/2018  
DESIGNED BY: CJO  
DRAWN BY: RWF  
CHECKED BY: RWF

1 of 1



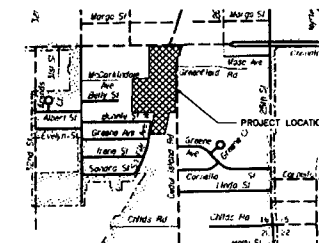
- NOTES
1. DIRECT VEHICULAR ACCESS TO CHANDLER ROAD AND SARP AVENUE IS PROHIBITED.
  2. ALL PREVIOUSLY DEDICATED EASEMENTS WITH INSTRUMENT NUMBERS IDENTIFIED ARE BEING SHOWN FOR REFERENCE ONLY AND ARE NOT BEING REDEDICATED.

- LEGEND
- CORNER FOUND (As Noted)
  - CORNER SET (As Rebar w/ Cap 86-18)



# **SITE INFORMATION**

TOTAL SITE AREA	±146,988 SF (±3.37 Ac)	PROPOSED ±245,966 SF (±5.63 Ac)
BUILDING COVERAGE	±50,804 SF (±3.4%)	±116,644 SF (±4.7%)
ZONING	MR-15-72	B01
ADJACENT ZONING	RS-72	RS-72
USE TYPE	SELF STORAGE FACILITY (CONDITIONALLY PERMITTED)	
TOTAL PAVED AREA	±71,124 SF (±4.9%)	±225,431 SF (±9.1%)
IMPERVIOUS COVERAGE	±121,728 SF (±8.2%)	±242,375 SF (±9.8%)
TOTAL NUMBER OF PARKING STALLS	N/A	225 (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	61.87 CFS (100 YR)	67.32 CFS (100 YR)
VOLUME	18,560 CF (100 YR)	26,194 CF (100 YR)
DETENTION REQ.	7,836 CF (100 YR)	

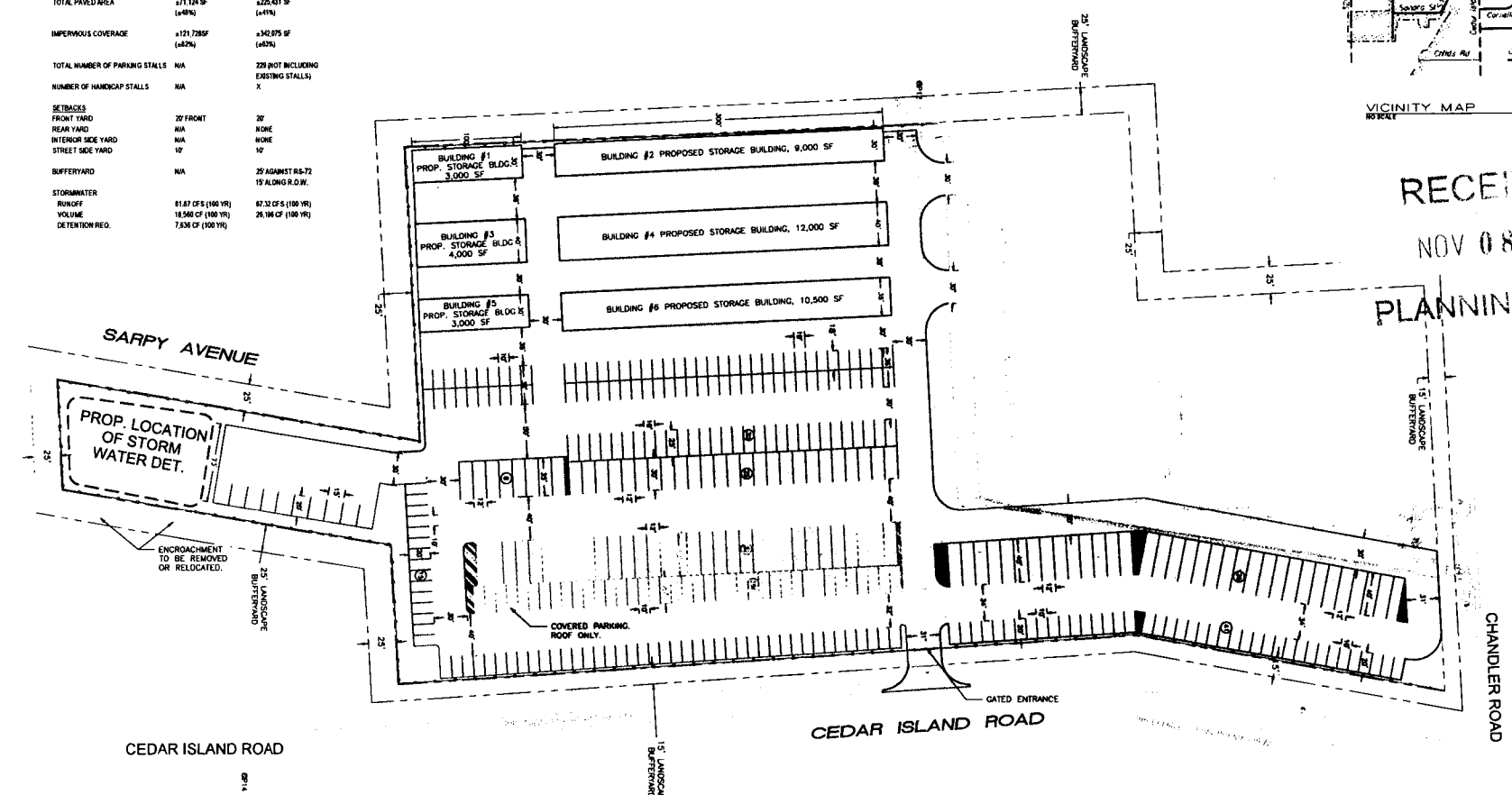


VICINITY MAP  
RO SCALE

RECEIVED  
NOV 08 2018  
PLANNING DEPT.

Consultant  
Owner  
**RW**  
R.W. Engineering & Surveying, Inc.  
6228 North 88th Circle  
Omaha, NE 68124 | 402-675-2299  
www.RWEng.com

**MILT'S MINI STORAGE EXPANSION**  
2715 Chandler Rd  
Belleview, NE



**SITE PLAN**  
SCALE: 1" = 50'

STAMP  
**IN PROGRESS  
NOT FOR  
CONSTRUCTION**

**SITE PLAN**

PROJECT INFO:  
PROJECT NO. 18-1477  
DATE: 11/08/2018  
DESIGNED BY: [Signature]  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

REVISION: [ ] DATE: [ ]

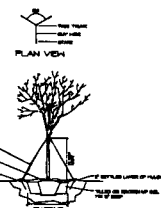
811 Know what's below. Call before you dig.

C0.1

- (3) BRIDALWREATH SPREA
- (1) SWAMP WHITE OAK
- (3) SEA GREEN JUNPER
- (3) DIABLO NINEBARK
- (3) AUTUMN BLAZE MAPLE
- (3) BRIDALWREATH SPREA
- (3) SEA GREEN JUNPER
- 4 WOOD FENCE
- (3) BRIDALWREATH SPREA
- (3) COLORADO SPRUCE
- (3) DIABLO NINEBARK
- (3) BRIDALWREATH SPREA
- (3) SEA GREEN JUNPER
- (3) BRIDALWREATH SPREA
- (5) COLUMNAR OAK
- (3) BRIDALWREATH SPREA
- (3) SEA GREEN JUNPER

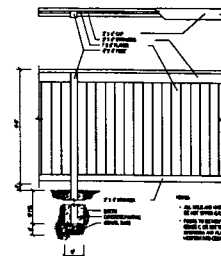
NOV 08 2018

PLANNING DEPT.



(-) TREE PLANTING (22 CAL) ---  
NOT TO SCALE

## PLANTING DETAIL



SAMPLE WOOD FENCE

client: 111  
scale 1" = 50'

date 11-05-2018

revision	7
----------	---

drawn by  
BW

checked by  
BM

drawing #		
-----------	--	--

Urban  
prairie  
LANDSIGN

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 6<sup>TH</sup> 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 6<sup>th</sup> 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





City Botanical Name Common Name Size/Condition

Tree	Botanical Name	Common Name	Size/Condition
1	<i>Platanus occidentalis</i>	AMERICAN SYCAMORE	2'
3	<i>Prunus virginiana</i>	CHOCOLATEBERRY	2'
34	<i>Populus nigra</i>	COLORADO SPRUCE	6'
5	<i>Quercus rubra</i> 'Fastigiate'	EASTERN RED OAK	2'
25	<i>Acer x freemanii</i> 'Jefferson' (Autumn Blaze)	JEFFERSON (AUTUMN BLAZE) FREEMAN MAPLE	16-17'
8	<i>Betula nigra</i>	RIVER BIRCH	2'
9	<i>Quercus bicolor</i>	SWAMP WHITE OAK	2'
33	<i>Juniperus horizontalis</i>	SEA GREEN JUNIPER	15'
42	<i>Spiraea x vanhouttei</i>	BRIDALWREATH SPIREA	15'
22	<i>Physocarpus opulifolius</i>	DIABLO NINEBARK	15'

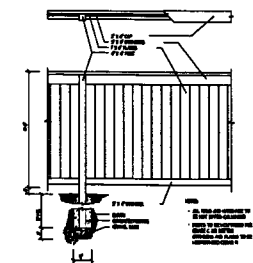
(1) SWAMP WHITE OAK  
(3) SEA GREEN JUNIPER  
(3) DIABLO NINEBARK  
(3) AUTUMN BLAZE MAPLE  
(3) BRIDALWREATH SPIREA  
(3) SEA GREEN JUNIPER  
(3) BRIDALWREATH SPIREA  
(3) COLORADO SPRUCE  
(3) DIABLO NINEBARK  
(3) BRIDALWREATH SPIREA  
(3) SEA GREEN JUNIPER  
(3) BRIDALWREATH SPIREA  
(3) COLLINAR OAK  
(3) BRIDALWREATH SPIREA  
(3) SEA GREEN JUNIPER  
(3) SEA GREEN JUNIPER  
(3) BRIDALWREATH SPIREA  
(5) COLLINAR OAK  
(3) BRIDALWREATH SPIREA  
(3) CANADA RED CHERRY  
(3) SEA GREEN JUNIPER  
(3) DIABLO NINEBARK  
(3) BRIDALWREATH SPIREA  
(3) COLLINAR OAK  
(3) SEA GREEN JUNIPER  
(3) DIABLO NINEBARK  
(3) SEA GREEN JUNIPER  
(3) COLORADO SPRUCE  
(5) BRIDALWREATH SPIREA  
(5) RIVER BIRCH  
(5) COLORADO SPRUCE  
(5) COLLINAR OAK  
(5) AUTUMN BLAZE MAPLE  
(5) COLORADO SPRUCE  
(3) RIVER BIRCH  
(5) COLORADO SPRUCE  
(5) COLLINAR OAK  
(5) AUTUMN BLAZE MAPLE  
(5) COLORADO SPRUCE  
(3) RIVER BIRCH

RECEIVED  
NOV 01  
PLANNING

PLANTING DETAIL

SAMPLE WOOD FENCE

## PLANTING DETAIL



SAMPLE WOOD FENCE

B

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

100  
1-14-19

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]*  
*[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	<del>N</del> <u>S</u>	N	<del>N</del> <u>S</u>	S	S	S	S
Changeable Copy	N	N	N	<del>P</del> <u>S</u>	N	<del>N</del> <u>S</u>	S	S	S	S
Illumination, Internal	N	N	N	<del>P(b)</del> <u>S</u>	N	<del>S(b)</del>	S	S	S	S
Illumination, External	N	N	<del>P</del> <u>S</u>	<del>P(b)</del> <u>S</u>	PS	<del>S(b)</del>	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, nNo 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.

**S**ection 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:

**S**ection 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.

**A**DOPTEED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: 11.26.18  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

12a  
1-14-19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	January 14, 2019	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 rezone Lots 1 through 121 and Outlots A through G, Belle Lago South, from AG and RG-50-PS to RG-50-PS for the purpose of single-family residential development. Applicant: Boyer-Young Development. General Location: Southeast of 48th Street and Capehart Road.

SYNOPSIS:

Dave Vogtman, for Boyer-Young Development, is requesting approval of a change of zone from AG and RG-50-PS to RG-50-PS for single-family residential development. The zoning change includes a reduction in setbacks which will match those approved in the Belle Lago subdivision. The development will include both smaller "villa" lots as well as "traditional" single-family lots. The preliminary plat of this area 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 and Planning Commission have recommended approval of this request.

BACKGROUND:

Dave Vogtman, for Boyer-Young Development, is requesting approval of a change of zone and preliminary plat for Lots 1-121 and Outlots A-G, Belle Lago South. The current zoning on the property is AG and RG-50-PS; the proposed zoning on this property is RG-50-PS. The RG-50-PS zoning corresponds with the existing zoning in the Belle Lago subdivision adjacent to this development on the north. The western portion of Belle Lago South will be a continuation of the "villa" type residences found in Belle Lago, while the eastern part of Belle Lago South will be more traditional types of homes. The development will include a trail system connecting to Clearwater Falls to the south and to Belle Lago and a proposed neighborhood/community park to the north. The portion of Lookingglass Drive within the development will be a collector street, and will ultimately be part of a collector street which will connect 36th Street to 48th Street. As part of this development, the SID is required to acquire land outside of its boundaries in order to provide a street connection to 45th Street.

ATTACHMENTS:

1 PC recommendation	4
2 Planning Department staff report	5
3 Change of Zone Ordinance	6

SIGNATURES:

ADMINISTRATOR APPROVAL:

*[Signature]*

FINANCE APPROVAL:

*[Signature]*

LEGAL APPROVAL:

*[Signature]*



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Boyer Young Development

GENERAL LOCATION: Southeast of 48<sup>th</sup> Street and Capehart Road

CASE #'s: Z-1809-07 and S-1809-08

CITY COUNCIL HEARING DATE: January 28, 2019

REQUEST: to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South. Applicant: Boyer Young Development Company. General Location: Southeast of 48<sup>th</sup> Street and Capehart Road. Case #'s: Z-1809-07 and S-1809-08.

On December 20, 2018, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and one absent to recommend:

**APPROVAL** based upon conformance with the Zoning Ordinance, Comprehensive Plan, Subdivision Regulations, and lack of perceived negative impact to the surrounding area.

### VOTE:

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

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

# **CITY OF BELLEVUE PLANNING DEPARTMENT**

## **RECOMMENDATION REPORT # 2**

**CASE NUMBERS:** Z-1809-07  
S-1809-08

**FOR HEARING OF:**  
**REPORT #1:** December 20, 2018  
**REPORT #2:** January 28, 2019

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Boyer-Young Development  
Attn: Dave Vogtman  
9719 Giles Road  
LaVista, NE 68128

#### **B. PROPERTY OWNERS:**

Boyer-Young Development  
Attn: Dave Vogtman  
9719 Giles Road  
LaVista, NE 68128

Lewis Holdings, LLC  
Attn: Kenneth D. Lewis  
21320 W. 115<sup>th</sup> Street  
Olathe, KS 66061

#### **C. GENERAL LOCATION:**

Southeast of 48<sup>th</sup> Street and Capehart Road

#### **D. LEGAL DESCRIPTION:**

Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

1. Rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, from AG and RG-50-PS to RG-50-PS for the purpose of single family residential development
2. Preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago.

**F. EXISTING ZONING AND LAND USE:**

AG, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a change in zone and preliminary plat approval to enable single family residential development.

**H. SIZE OF SITE:**

The site is approximately 65 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and most recently used agriculturally.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Vacant (Belle Lago), RG-50-PS
2. **East:** Vacant, AG
3. **South:** Single Family Residential, RS-72-PS
4. **West:** Vacant, AG

**C. REVELANT CASE HISTORY:**

1. On March 23, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 75, and Outlots A through F, Belle Lago, being a platting of Tax Lot 15, except the irregular 400; located in the Northwest  $\frac{1}{4}$  of Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to RG-50; and preliminary plat Lots 1 through 75, and Outlots A through F, Belle Lago. On April 24, 2017 the City Council approved the aforementioned request.

2. On August 24, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 107, and Outlots A through H, Belle Lago, being a platting of Tax Lot 14 and Tax Lot 15, located in part of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ , Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to RE, RG-50-PS, and RG-28-PS; site plan approval for the purpose of single family residential and multi-family residential development; and preliminary plat Lots 1 through 107, and Outlots A through H, Belle Lago. On October 9, 2017, the City Council approved the aforementioned request.

3. On October 19, 2017, the Planning Commission recommended approval of a request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, being a

platting of Tax Lots 14 and 15, located in the Northwest ¼ of Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. On November 13, 2017, the City Council approved the aforementioned request.

4. On December 20, 2018, the Planning Commission recommended approval of a request to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South.

#### **D. APPLICABLE REGULATIONS:**

1. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

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

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. There are approximately 1,400 vehicles per day near the intersection of 48<sup>th</sup> Street and Capehart Road per the 2014 MAPA Traffic Count data. This is the most current traffic information available for this area.
2. Access will be from South 44<sup>th</sup> Avenue, as well as extensions of South 42<sup>nd</sup> Avenue and South 44<sup>th</sup> Street.

**D. UTILITIES:**

All utilities are available or will be constructed to serve this development.

**E. ANALYSIS:**

1. Dave Vogtman, on behalf of Boyer Young Development Company, has submitted a request to preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South, for the purpose of single family residential development.
2. The applicant is also requesting a change in zone from AG and RG-50-PS to RG-50-PS (General Residence, 5,000 Square Foot Zone, Planned Subdivision) for Lots 1 through 121, and Outlots A through G, Belle Lago.

The setbacks in the RG-50-PS zone would be as follows:

Front Yard	25 feet
Rear Yard	20 feet
Side Yard	5 feet
Street Side Yard	15 feet

The standard front yard setback in the RG-50 zoning district is 35 feet, with a rear yard of 25 feet. The requested setbacks are the same setbacks which were approved for the adjacent Belle Lago subdivision. The applicant's justification letter is attached.

The proposed lots range in size from approximately 6,500 square feet for the smaller lots, to over 10,000 square feet for some of the larger lots. This exceeds the minimum lot size of 5,000 square feet.

3. The applicant has indicated this development will consist of smaller, villa-type housing along the western portion of the subdivision (near South 44<sup>th</sup> Avenue), with larger single family residences throughout the remainder of the property.
4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County Planning Director, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, Bellevue Public School District, and the Springfield Platteview 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.

Sarpy County GIS/911 had comments pertaining to the proposed street names. The applicant's engineer has made all of the suggested revisions. The Public Works Department requested technical revisions to the preliminary plat, paving exhibit and profiles, storm sewer, and sanitary sewer.

No other comments were received on this case.

5. The Public Works Managing Engineer has reviewed the grading and drainage plans for this proposed development and found them to be acceptable. Detailed engineering plans will continue to be reviewed as the project progresses.

6. The access for this development will be from newly created South 44<sup>th</sup> Avenue through the Belle Lago subdivision, as well as extensions of South 42<sup>nd</sup> Avenue and South 44<sup>th</sup> Street. Future access points will be constructed as adjacent development occurs.

Access is also being proposed through the vacant ground to the west and connecting to South 45<sup>th</sup> Street. This access is being proposed in lieu of staff's original suggestion of making South 44<sup>th</sup> Avenue a collector street. The Public Works Department does approve of the proposed access. Lookingglass Drive will serve as a collector street, which will eventually connect developments from 36<sup>th</sup> Street to 48<sup>th</sup> Street.

As of the date of this report, the applicant's engineer and attorney had begun discussions with the adjacent landowner for the purpose of facilitating the South 45<sup>th</sup> Street connection.

7. This plat will be developed as a Sanitary and Improvement District. A draft copy of the Subdivision Agreement has been submitted by the applicant and is under review. A final draft will be submitted with the final plat.

8. Due to the size of the development, a park is not proposed for this subdivision. The Parks Department has previously indicated small neighborhood parks are not desirable in every subdivision due to maintenance issues; instead, staff will plan for larger community parks in this area.

The applicant is proposing a 10' wide trail along Lookingglass Drive. This trail will eventually be carried to the east and west as adjacent development occurs. This east/west trail will eventually connect to the proposed 10' wide trail as part of the 36<sup>th</sup> Street widening project, as well as the existing trail along South 48<sup>th</sup> Street. An 8' wide trail is also proposed through Outlots A and F. This trail would connect the development to the existing Clearwater Falls trail to the south. It also provides a future connection to the east. As of the date of this report, the exact trail location has not been determined. Language will be built into the Subdivision Agreement regarding the trail plan. The Subdivision Agreement will be reviewed by the City Council as part of the final plat process.

Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$55,675; however, as the trail plan is finalized, this amount will most likely decrease to reflect a credit for that infrastructure.

9. This development is compatible with the Comprehensive Plan.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, Subdivision Regulations, and lack of perceived negative impact to the surrounding area.

**V. PLANNING COMMISSION RECOMMENDATION**


APPROVAL based under conformance with the Zoning Ordinance, Comprehensive Plan, Subdivision Regulations, and lack of perceived negative impact to the surrounding area.

**VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Preliminary plat received December 11, 2018
4. Zoning justification letter from Mark Westergard, E & A Consulting Group Inc., received September 21, 2018

**VII. COPIES OF REPORT TO:**

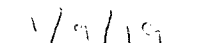
1. Boyer-Young Development Company (Dave Vogtman)
2. E & A Consulting Group, Inc. (Mark Westergard)
3. Fullenkamp, Doyle, and Jobeun (Larry Jobeun)
4. Public Upon Request



Prepared by:

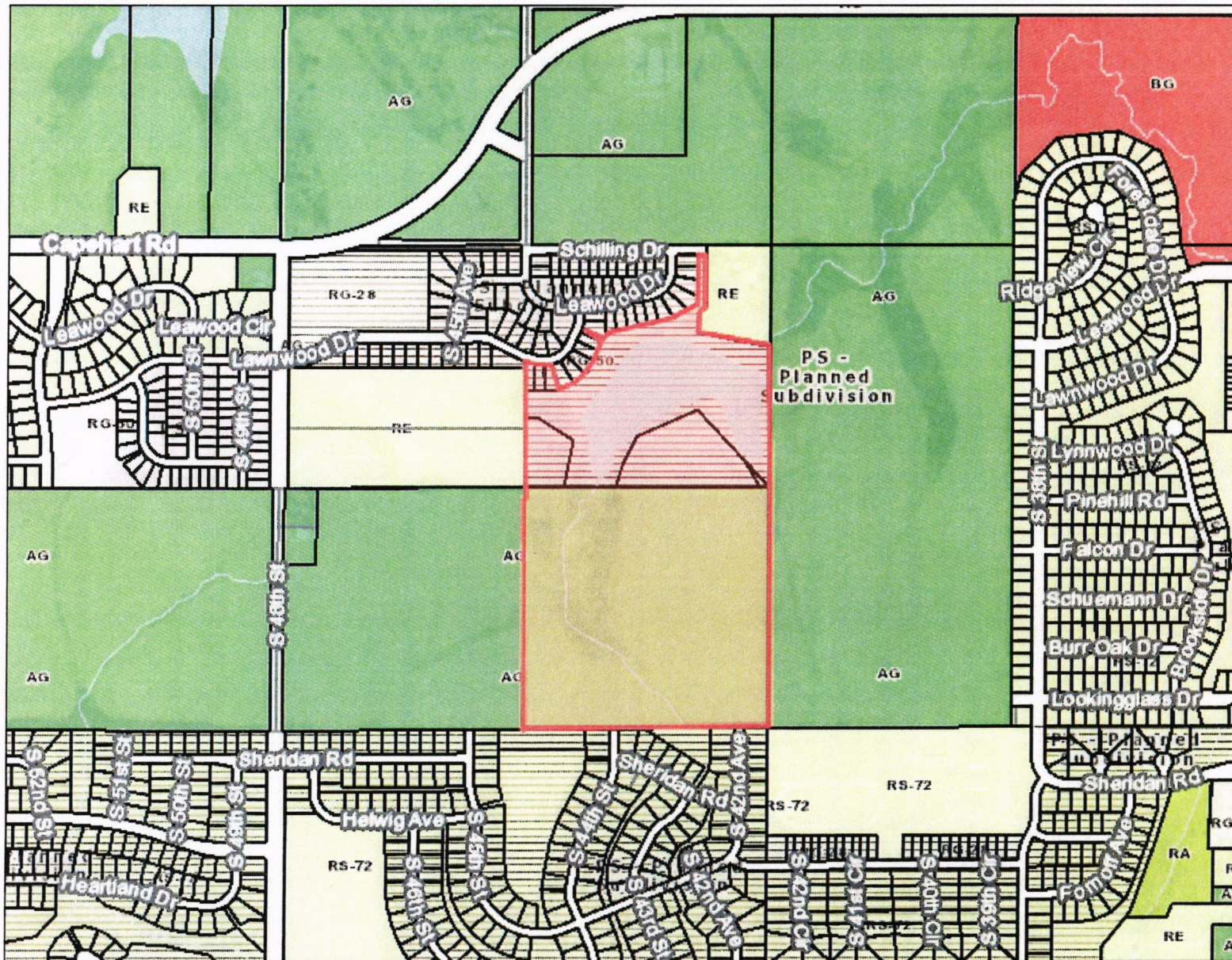


Planning Director

  
Date of Report



# Belle Lago South Zoning Map



## Location



## Legend

Road Centerlines  
2018 Aerial Photo

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



1: 9,600

0 400 800 1600  
Feet

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

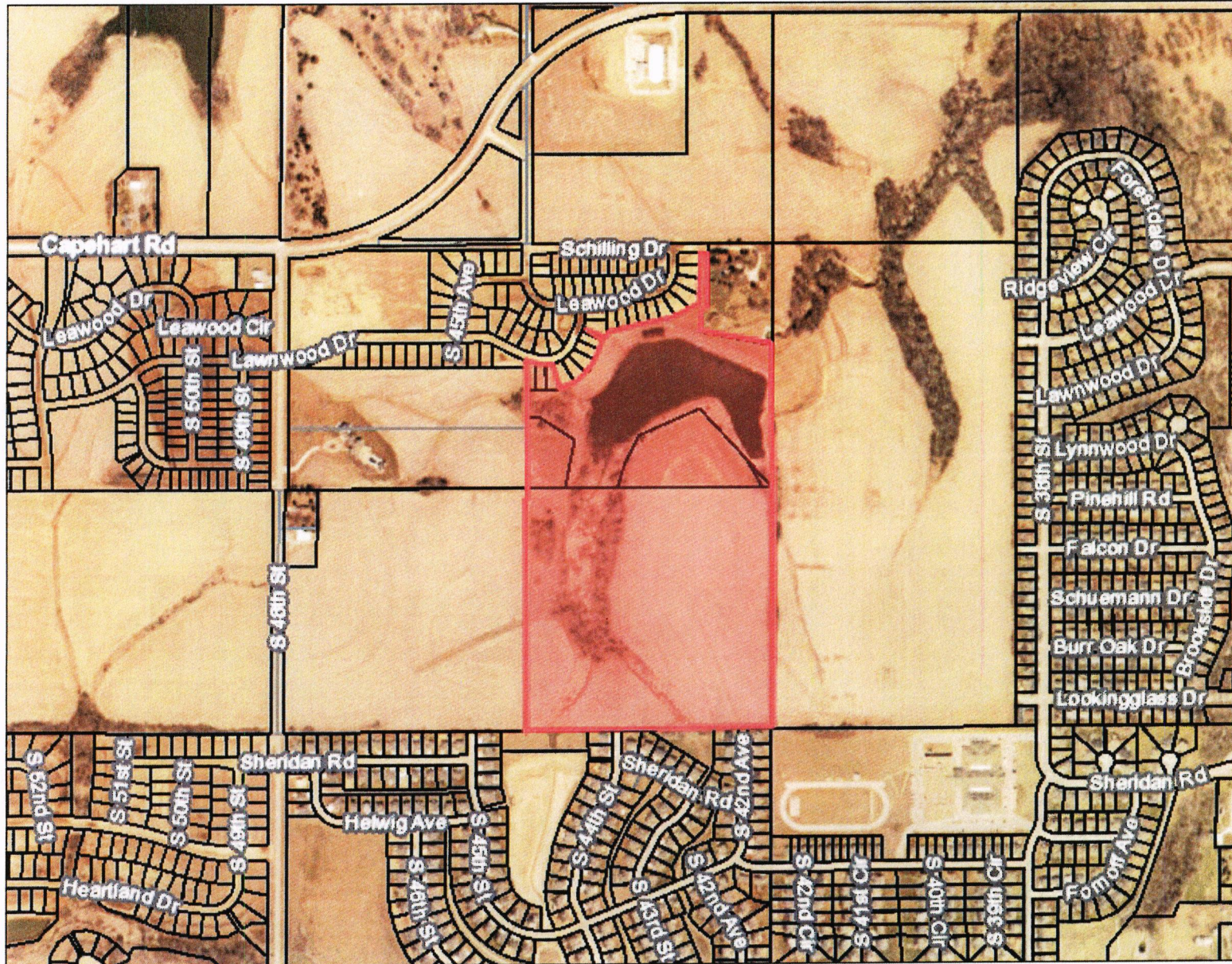
## Sarpy County GIS



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



# Belle Lago South



## Location



## Legend

Road Centerlines  
2018 Aerial Photo

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



1: 9,600

0 400 800 1600  
Feet

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

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



A TRACT OF LAND LOCATED IN LOTS 26 THRU 22, OUTLOTS "B", "C" AND "H", BELLE LAKE, A SUBDIVISION LOCATED IN PART OF THE NW¼ OF SECTION 08 ALONG WITH THE SE¼ OF THE NW¼ OF SECTION 08, ALL LOCATED IN TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



**LEGEND**

- BOUNDARY LINE  
RIGHT OF WAY LINE  
LOT LINE  
EASEMENTS  
EXIST. MAJOR CONTOURS  
EXIST. MINOR CONTOURS  
EXISTING BUILDING  
EXIST. OVERHEAD POWER LINE  
EXIST. EDGE OF ROAD  
EXIST. SANITARY SEWER LINE

#### LEGAL DISCLOSURE

A TRACT OF LAND LOCATED IN LOTS 20 THRU 22, OUTLOTS "B", "D" AND "F", BELLE LAKE, A SUBDIVISION LOCATED IN PART OF THE NW 1/4 OF SECTION 08 ALONG WITH THE SW 1/4 OF THE NW 1/4 OF SECTION 09, ALL LOCATED IN TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 186-136 SQUARE FEET OR 06-527 ACRES, MORE OR LESS.

<b>LENNIS</b>	<b>YOUNG</b>
LENNIS HOLDINGS LLC	BOYER YOUNG EQUITIES INC - BELLE LAKE, LLC
21320 W 116TH ST	8710 OILES RD
OLATHIE, KS 66061	LA VISTA, NE 68120

**DEVELOPER**  
BOYER YOUNG DEVELOPMENT COMPANY  
8718 OULES RD  
LA VISTA, NE 68120

**Abstract**

EXISTING: A9, RG-44-P1  
PROPOSED: RG-44-BB, 100

- [illegible]

LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	BSG FORGONE	LOT NO.	BSG FORGONE	LOT NO.	BSG FORGONE	LOT NO.	BSG FORGONE
1	12,070	29	10,040	55	6,700	91	6,700
2	11,480	30	11,210	56	6,700	92	6,700
3	6,400	31	11,320	57	6,160	93	10,920
4	6,400	32	6,914	58	5,070	97	11,620
5	6,400	33	6,917	47	11,321	95	6,200
6	6,400	37	6,912	60	12,040	98	6,700
7	6,400	38	6,911	68	6,176	100	11,200
8	6,400	39	6,909	70	5,117	101	6,200
9	6,160	40	6,908	71	5,117	102	10,920
10	7,730	41	6,907	72	6,117	103	12,040
11	7,730	42	6,906	73	12,320	104	12,040
12	7,680	43	9,700	74	6,700	105	10,920
13	6,800	44	9,600	75	6,700	106	10,920
14	6,270	45	9,500	76	6,700	107	10,920
15	6,700	46	9,501	77	6,200	108	10,120
16	6,700	47	11,100	78	10,400	109	8,600
17	6,700	48	14,700	79	11,400	110	10,700
18	6,700	49	10,400	80	6,200	111	10,920
19	6,700	50	6,200	81	6,200	112	10,920
20	7,730	51	6,400	82	6,700	113	17,913
21	7,917	52	10,400	83	6,700	114	16,320
22	7,680	53	9,700	84	5,214	115	10,920
23	7,680	54	21,000	85	12,000	116	10,920
24	7,730	55	9,600	86	6,700	117	10,011
25	6,240	56	10,920	87	6,700	118	12,100
26	6,800	57	10,111	88	6,700	119	17,701
27	7,730	58	9,600	89	6,200	120	14,107
28	7,730	59	9,610	90	11,440	121	16,600
29	11,300	60	12,901	91	6,200		
30	11,300	61	10,300	92	10,920		
31	15,620	62	10,300	93	6,200		

RECEIVED  
DEC 11 2018  
PLANNING DEPT



**E & A CONSULTING GROUP, INC.**

*Engineering Answers*

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950

P 402.895.4700 • F 402.895.3599

www.eacg.com

September 21, 2018

Tammi Palm  
City of Bellevue, NE  
1510 Wall Street  
Bellevue, NE 68005

RECEIVED

SEP 21 2018

PLANNING DEPT.

RE: Belle Lago South – Planned Subdivision District Zoning Justification Letter

Dear Tammi,

The proposed Belle Lago South development zoning is proposed to be RG-50-PS. The proposed changes to the RG-50 zoning shall be a reduced front setback from 35 feet to 25 feet and a reduced rear setback from 25 feet to 20 feet. This development meets multiple categories within Section 5.17.03 (1-4) of the City of Bellevue Zoning Ordinance, our Justification is as follows:

5.17.03 (1) – This section of ground has a future land use designation of Medium Density Residential. RG-50 zoning should fit within this designation and thus fits the proposed character of this portion of the City of Bellevue's ETJ and thusly shouldn't adversely affect neighboring properties. The minimum lot size for RG-50 is 5000 sq. ft. The smallest single family lots proposed in the Belle Lago South development are 6480 sq. ft with many of the more standard shaped lots exceeding 8000 sq ft and oddly shaped lots exceeding 10,000 sq. ft as the development moves further west. Furthermore, the narrowest lots abut the lake and not adjacent properties.

The density of the proposed single family lots is roughly 4.4 lots per acre due to the developable acres lost to the lake. This density is well within the range of medium density developments, again meeting the future land use plan for the City of Bellevue.

5.17.03 (2) – The designation of the planned subdivision allows this development to better fit the topography and space limitations on this proposed property. This property is quite narrow due to the lake and drainageway located within the property. This limits the depth that the lots can be built to, making the standard setbacks of the RG-50 zoning district too restrictive for the style homes proposed within this development. The floorplans of the house styles that will be developed in this neighborhood will not fit on many of the lots within this development due to the reduced depth achievable without reducing the front and rear yard setbacks.

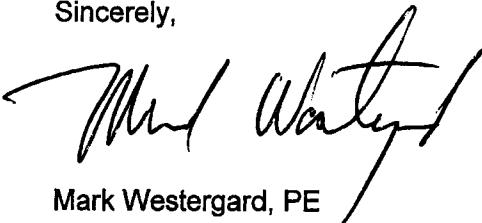
The current rate that the cost of construction is going up is outpacing any increase in the valuation of homes. Valuations needed to make these SIDs work struggle to increase fast enough to keep up with these increased cost. Because of this, finding ways to best utilize the land available on a given development is important. Solving the debt ratio difficulties for SIDs cannot simply be a situation where we try build higher priced, larger homes. This will quickly stymie growth by only making new home construction available to a smaller pool of

wealthier individuals. New developments are needed with diverse home costs to provide opportunities for the widest range of citizen's to achieve their dreams of home ownership.

5.17.03 (3) – This development will not be a typical single-family neighborhood in that the west 31 homes on the west side of the lake are planned to be a small villa community made up of several different ranch style homes that will include mowing, snow removal, etc as a part of living there. This style of development is often more desirable with reduced lot size that often isn't considered a benefit to the target market. This villa community also creates a different market that is not currently available in the area. The access to the lake will also make this a unique development. As mentioned above, the development has been planned out so that the narrowest lots abut the lake area and not adjacent properties.

5.17.030 (4) – We do not feel that the reduced front and rear yard setbacks that are being requested for this development should be considered to be for the purposes of convenience, profit or caprice. The developer is creating a development that fits within the future land use designation and is aimed at a different market than is currently available within the existing and proposed developments along 48<sup>th</sup> Street. As mentioned in Section 2, the request is not being made to create more lots, but to develop workable lots within the physical restraints of the site.

Sincerely,



Mark Westergard, PE  
E & A Consulting Group, INC.

RECEIVED  
SEP 21 2018  
PLANNING DEPT.



City of Bellevue  
Public Works Administration  
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

## PRELIMINARY PLAT REVIEW

**PROJECT:** BELLE LAGO SOUTH  
E&A Consulting Group, Inc.

**BY:** Dean Dunn, P.E.  
direct: 402.293.3144  
[dean.dunn@bellevue.net](mailto:dean.dunn@bellevue.net)

**DATE:** December 12, 2018

### PRELIMINARY PLAT

1. The "Future Dedicated Right-of-Way" should be labeled as "Right-of-Way to be Acquired" and depicted as other Belle Lago South right-of-way with solid lines and distances (see Westergard email dated 12/11/2018).
2. After meeting with the owner of the land west of Outlot "C" regarding the possibility of obtaining an easement, provide documentation of the discussion.
3. Update Note 5 to match E&A response letter dated 12/11/2018.

### PAVING EXHIBIT

1. The trail warrants further discussion with Planning.
2. Sidewalk shown along west side of S 44<sup>th</sup> Street should be shown at current sidewalk standard of a 5' wide sidewalk offset 6.5' from back of curb. Other sidewalk extensions from Clearwater Falls should match this standard at the Belle Lago South boundary line and transition south to the existing Clearwater Falls sidewalks.
3. The pavement thickness for Lookingglass Drive should be 9 inch as required for collectors in the minimum design standards. At the intersections, the 9 inch thickness shall include the returns on all legs.
4. Sidewalk required on west side of S 44<sup>th</sup> Avenue from Lot 9 north to Belle Lago
5. Update reference in Note 1 from "Street G" to "S. 44<sup>th</sup> Avenue". Parking is to be restricted on both sides of the street.

RECEIVED  
12-15-18  
PLANNING DEPT.

**SANITARY SEWER EXHIBIT**

- a. The following appear to be the unit counts for each impact point (verify and update as necessary):
  - i. Impact Point A - 99 (Lots 23 thru 121)
  - ii. Impact Point B – 8 plus 2.5 acres equivalent of future development (Lots 15 thru 22 plus)
  - iii. Impact Point C – 7 (Lots 2 thru 8; OK as shown)
  - iv. Impact Point D – 6 (Lots 9 thru 14)

**S 44<sup>TH</sup> AVE PROFILE**

1. Correct Lawnwood Dr. label which is mislabeled as “Lynnwood Drive.” near 19+00.

**E&A COMMITMENTS**

1. The following commitments have been acknowledged by E&A:
  - a. Missing instrument numbers will be provided on final plat
  - b. Computations and details of the energy dissipation structures will be provided with the final storm sewer plans.
  - c. A full wetlands report will be submitted with the final plat
  - d. Final drainage report will be submitted with any revisions as necessary with the submittal of the final plat.
    - i. Note: The final drainage report submitted on Permix should reflect the final storm drain design and include all calculations involving hydrology, hydraulics, storm sewer & culvert design, and PCSMP.

ORDINANCE NO. 3925

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 48<sup>th</sup> STREET AND 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:

Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, Outlots B, G, and H, Belle Lago, and a platting of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) and RG-50-PS (General Residence, 5,000 Square Foot Zone) to RG-50-PS (General Residence, 5,000 Square Foot Zone, Planned Subdivision)

(Boyer-Young Development)

Section 2. This ordinance shall not take effect until such time as the final plat of Belle Lago South is filed with the Sarpy County Register of Deeds in accordance with Sections 4-10 and 4-11 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: \_\_\_\_\_

1

1

1



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

126  
1-14-19

COUNCIL MEETING DATE:	01/14/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: -Michael Rogers, Gilmore & Bell, P.C. (Issuer's Bond Counsel) -Cody Wickham, D.A. Davidson (Underwriter) -Finance Director	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE	<input checked="" type="checkbox"/>	
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS		
	OTHER (SEE CLERK)		

SUBJECT:

Issuance of Highway Allocation Fund Pledge Bonds, Series 2019, in an amount not to exceed \$3,715,000.

SYNOPSIS:

The City of Bellevue will issue up to \$3,715,000 of bonds to refund costs of 2018 street paving.

FISCAL IMPACT:

Positive effect on cash flow due to reimbursement of paving costs which were expended from General Fund cash during 2018.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

City budgeted an issuance of \$5,000,000 in bonds for FYE2019.

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:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance \_\_\_\_\_, authorizing and providing for issuance of highway allocation fund pledge bonds, series 2019, in an amount not to exceed \$3,715,000.00.

@ next mtg.

BACKGROUND:

During 2018, the city made multiple street improvements and paid the associated costs out of general funds. This bond reimburses the general fund of the City.

ATTACHMENTS:

1	Ordinance	4	
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*

ORDINANCE NO. 3926

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2019 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$3,715,000) FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN STREET IMPROVEMENTS AND RELATED IMPROVEMENTS WITHIN THE CITY OF BELLEVUE, NEBRASKA; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS IF NECESSARY; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

**Section 1.** The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The City requires the construction of certain streets and other appurtenant related improvements within the City (the “**Project**”), all as set out in the project scope of improvements as prepared by the special engineers for the City; that the City’s Engineers heretofore prepared plans, specifications and estimates of cost for the Project; that bids have been taken and the Council has awarded a contract for the construction of the aforesaid improvements; that the City has the authority to fund the project costs through issuance of highway allocation fund pledge bonds; that the City has no other funds on hand for the cost of such improvements; that funds are required by the City with respect to the Project, in an amount not less than \$3,715,000; and, that it is necessary and advisable for the City to provide financing for the Project by the issuance of its highway allocation fund pledge bonds as further described herein.

(b) The City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ended September 30, 2018 totaled \$4,791,018 and the City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ending September 30, 2019 are expected to total \$5,264,484; that the City currently has outstanding its Highway Allocation Fund Pledge and Refunding Bonds, Series 2017, issued in the original principal amount of \$3,900,000, date of original issue – December 28, 2017 (the “**Outstanding Bonds**”) and the Outstanding Bonds are the only bonds the City currently has outstanding issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (or any predecessor statute thereto); that based upon the City’s current receipts from the Nebraska Highway Allocation Fund, the City anticipates that future receipts will be sufficient to pay debt service on the Outstanding Bonds and the Bonds as and when the same fall due.

(c) All conditions, acts and things required by law to exist or to be done precedent to the issuance of Highway Allocation Fund Pledge Bonds, Series 2019 (the “**Bonds**”) in the principal amount of not to exceed \$3,715,000 pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, do exist and have been done as required by law.

**Section 2.** (a) To provide funds for the purpose of paying a portion of the costs of the Project, as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$3,715,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the **"Underwriter"**). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an **"Authorized Officer"**) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a **"Designation"**), (i) the aggregate purchase price of the Bonds (including any original issue discount or premium) and the underwriting discount which shall not exceed 0.95% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$3,715,000, and the final maturity date, which shall not be later than December 15, 2030, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that the true interest cost of the Bonds shall not exceed 3.50%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

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

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

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

**Section 4.** Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes,

the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

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

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY  
CITY OF BELLEVUE  
HIGHWAY ALLOCATION FUND PLEDGE BOND, SERIES 2019**

<u><b>Interest Rate</b></u>	<u><b>Maturity Date</b></u>	<u><b>Date of Issue</b></u>	<u><b>CUSIP Number</b></u>
	_____, 20__	_____, 2019	

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

The **CITY OF BELLEVUE, NEBRASKA** (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 20\_\_ (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

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

The bonds of the series of which this bond is one maturing on or prior to \_\_\_\_\_, 20\_\_, shall not be subject to redemption prior to their stated maturities. The bonds of the series of which this bond is one maturing on and after \_\_\_\_\_, 20\_\_ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole

and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

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

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

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of paying the costs of certain street improvements and related improvements in the City, pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. \_\_\_\_ of the City (the "**Ordinance**") duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

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

The City has in the Ordinance designated such issue of bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law. For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska with receipts from such fund to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City hereby covenants and agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, within applicable statutory and constitutional limitations, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this Bond and the other Bonds of the same issue as the same fall due.

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

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

**CITY OF BELLEVUE, NEBRASKA**

ATTEST:

By: \_\_\_\_\_ (Facsimile Signature)  
Mayor

By: \_\_\_\_\_ (Facsimile Signature)  
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S  
CERTIFICATE OF AUTHENTICATION**

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

\_\_\_\_\_, Bond  
Registrar and Paying Agent

By: \_\_\_\_\_

## ASSIGNMENT

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

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

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

Dated: \_\_\_\_\_

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

Medallion Signature Guarantee:

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

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

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

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

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

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

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

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



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

(i) any successor securities depository or its nominee;

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

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

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance.

**Section 7.** The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled “**Paying Agent and Registrar’s Agreement**” between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer

and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

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

**Section 8.** The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to pay or reimburse costs of the Project. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

**Section 9.** After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

**Section 10.** For the prompt payment of the Bonds and the Outstanding Bonds, both principal and interest as the same fall due, the City hereby pledges all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund (the "**Fund**"), as described and referred to in Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. The pledge provided for in this section for the Bonds and the Outstanding Bonds provides, however, that such pledge shall not prevent the City from otherwise applying receipts from the Fund in any year so long as sufficient receipts from the Fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on a parity with the Bonds and the Outstanding Bonds and equally and ratably secured by a pledge of receipts from the Fund. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Fund, as pledged to the payment of the Bonds and the Outstanding Bonds, and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds and the Outstanding Bonds as the same fall due (including mandatory sinking fund redemptions).

**Section 11.** The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

**Section 12.** The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”) and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as “qualified tax-exempt obligations.”

**Section 13.** The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the “**Purchase Agreement**”) for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s). Sale of the Bonds to the Underwriter pursuant to the Purchase Agreement is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed.

**Section 14.** The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, “**Beneficial Owner**” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

**Section 15.** The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

**Section 16.** The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption

prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

**Section 17.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

**Section 18.** If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

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

*[Remainder of Page Intentionally Left Blank]*

**PASSED AND APPROVED:** \_\_\_\_\_, 2019.

**CITY OF BELLEVUE, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk

[ S E A L ]

PROTECTED  
AMORT



## BOND DEBT SERVICE

**THE CITY OF BELLEVUE, NEBRASKA  
HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2019  
New Money Project  
Assumes Non-Rated, BQ, 2030 Final Maturity, Wrapped Level Aggregate Debt Service  
[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2019			26,563.33	26,563.33	
09/30/2019					26,563.33
12/15/2019	150,000	1.950%	45,975.00	195,975.00	
06/15/2020	155,000	2.000%	44,512.50	199,512.50	
09/30/2020					395,487.50
12/15/2020	145,000	2.050%	42,962.50	187,962.50	
06/15/2021	145,000	2.100%	41,476.25	186,476.25	
09/30/2021					374,438.75
12/15/2021	145,000	2.150%	39,953.75	184,953.75	
06/15/2022	150,000	2.200%	38,395.00	188,395.00	
09/30/2022					373,348.75
12/15/2022	150,000	2.250%	36,745.00	186,745.00	
06/15/2023	150,000	2.300%	35,057.50	185,057.50	
09/30/2023					371,802.50
12/15/2023	150,000	2.350%	33,332.50	183,332.50	
06/15/2024	150,000	2.400%	31,570.00	181,570.00	
09/30/2024					364,902.50
12/15/2024	225,000	2.450%	29,770.00	254,770.00	
06/15/2025	230,000	2.500%	27,013.75	257,013.75	
09/30/2025					511,783.75
12/15/2025	230,000	2.550%	24,138.75	254,138.75	
06/15/2026	235,000	2.600%	21,206.25	256,206.25	
09/30/2026					510,345.00
12/15/2026	240,000	2.650%	18,151.25	258,151.25	
06/15/2027	240,000	2.700%	14,971.25	254,971.25	
09/30/2027					513,122.50
12/15/2027	250,000	2.750%	11,731.25	261,731.25	
06/15/2028	245,000	2.800%	8,293.75	253,293.75	
09/30/2028					515,025.00
12/15/2028	45,000	2.850%	4,863.75	49,863.75	
06/15/2029	45,000	2.900%	4,222.50	49,222.50	
09/30/2029					99,086.25
12/15/2029	120,000	2.950%	3,570.00	123,570.00	
06/15/2030	120,000	3.000%	1,800.00	121,800.00	
09/30/2030					245,370.00
	3,715,000		586,275.83	4,301,275.83	4,301,275.83

ORDINANCE NO. 3927

AN ORDINANCE TO AMEND SECTIONS 2-26 AND 2-29 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE TIME AND LOCATION OF REGULAR CITY COUNCIL MEETINGS, AND THE PREPARATION OF THE AGENDA FOR REGULAR COUNCIL MEETINGS; TO REPEAL SECTIONS 2-26 AND 2-29 AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-26 of the Bellevue Municipal Code is hereby amended to read as follows:

**Sec. 2-26. Time and location of regular meetings.**

The city council shall hold regular meetings on the ~~first and third~~ second and fourth ~~Mondays~~ Tuesdays in each month at the hour of 6:00 p.m. in the council chambers of the city hall in the city or in such other place within the city limits to which such meeting may be adjourned. If by reason of fire, flood or other emergency it shall be unsafe to meet in the city hall, the meetings may be held for the duration of the emergency at such other place as is designated by the mayor or, if he or she should fail to act, by four (4) members of the city council. When the day for any regular meeting falls on a holiday recognized by the city, no meeting shall be held on such holiday. In such case, the regular meeting shall be held at the same time and location on the next business day. The city council may cancel or reschedule a regular city council meeting by a vote of a majority of the members of the council.

Section 2. That Section 2-29 of the Bellevue Municipal Code is hereby amended to read as follows:

**Sec. 2-29. Agenda; submission of materials; formulation; public availability, etc.**

All new ordinances or new resolutions affecting policy that are to be placed on a city council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is three weeks prior to the city council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is two weeks prior to the council meeting at which the item will be discussed. If the item is deemed to be "of an emergency nature" by the city administrator, the above timeline may be expedited. The city clerk shall prepare the agenda of all such matters under the direction of the city administrator. Unless prevented by unforeseen circumstances or emergency, the agenda and all supporting documentation referenced herein shall be delivered to the council members on the Wednesday preceding the regularly scheduled ~~Monday~~ Tuesday council meeting to which it pertains, and shall be made available to the public no later than 4:00 p.m. on the same Wednesday.

Section 3. That Sections 2-26 and 2-29 of the Bellevue Municipal Code as heretofore existing are hereby repealed.

Section 4. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication as provided by law.

Adopted by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

1  
2  
3  
4  
5  
6  
7

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# ORDINANCE RECORD

ORDINANCE NO. 3927

AN ORDINANCE TO AMEND SECTIONS 2-26 AND 2-29 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE TIME AND LOCATION OF REGULAR CITY COUNCIL MEETINGS, AND THE PREPARATION OF THE AGENDA FOR REGULAR COUNCIL MEETINGS; TO REPEAL SECTIONS 2-26 AND 2-29 AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

13a  
1-14-19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	01-14-19	AGENDA ITEM TYPE:	
SUBMITTED BY:  Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input checked="" type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request for approval of activities associated with the Nebraska Celtic Festival

SYNOPSIS:

The MAK Throwers are applying for an Event License for the "Nebraska Celtic Festival" to be held April 6 and 7, 2019, from 7:00 a.m. to sunset in American Heroes Park.

FISCAL IMPACT:

Employee time and equipment for closing streets, preparing park and providing security. \$50 Event License Fee, \$10/day Event Participant Fee for Vendors, if there are any

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approval of the Event.

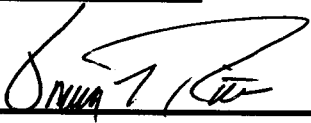
BACKGROUND:

Second Year in Bellevue

ATTACHMENTS:

1	Application	4	
2	Comments from PD, Streets & Parks	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: n/a

LEGAL APPROVAL: n/a



## CITY OF BELLEVUE

## APPLICATION FOR EVENT LICENSE

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

Date: 11/11/2018

APPLICANT (Name/Address/Phone #): Josh Huggin  
2010 Deer Park Blvd Omaha 68108 402 616 8505

CORPORATION (Name/Address): Maik Thewers  
2010 Deer Park Blvd Omaha 68108

CORPORATION OFFICERS: Josh Huggin, Bobby Bare, Dawn Vargas

PROPOSED ACTIVITY: Nebraska Celtic Festival 2019

DAY/DATE OF PROPOSED ACTIVITY: April 6 & 7

LOCATION OF PROPOSED ACTIVITY: American Heroes Park

HOURS OF OPERATION: 7am to Sunset

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: working with Ar relief to provide enough facilities
2. Running Water: at this time it is not needed
3. Power: I will be renting a 20kw generator
4. Parking: will use inside parking plus any grass area the Parks Dept allows
- ✓ 5. Insurance: using progressive just need occurrence + Aggregate needs of city  
Huggin

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

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

Signature of Applicant: [Signature]

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on \_\_\_\_\_.

City Council hearing date: \_\_\_\_\_

License Fee of \$50 paid on: \_\_\_\_\_ Receipt #: \_\_\_\_\_

**Police Department Requests:** requesting option to discuss needs of  
onsite officers that weekend

**Parks Department Requests:** please open restroom facilities

**Street Department Requests:** NA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/2019

**PRODUCER**

East Main Street Insurance Services, Inc.  
Will Maddux  
PO Box 1298  
Grass Valley, CA 95945  
Phone: (530) 477-6521 Email: info@theeventhelper.com

**THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**

MAK throwers  
Josh Haggin  
2010 Deer Park Blvd  
Omaha, NE 68108

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Evanston Insurance Company

35378

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A	Y	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> Retail Liquor Liability	3DS5466-M1552496	04/06/2019 12:01 AM	04/07/2019 12:01 AM	<table border="1"><tr><td>EACH OCCURRENCE INCLUDES BODILY INJURY &amp; PROPERTY DAMAGE</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr><tr><td>DEDUCTIBLE</td><td>\$ 1,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000	DEDUCTIBLE	\$ 1,000		\$
EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE	\$ 1,000,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 1,000,000																			
DEDUCTIBLE	\$ 1,000																			
	\$																			
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
COMBINED SINGLE LIMIT (Ea accident)	\$																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$								
AUTO ONLY - EA ACCIDENT	\$																			
OTHER THAN EA ACC	\$																			
AUTO ONLY: AGG	\$																			
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$				
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
	\$																			
	\$																			
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
WC STATUTORY LIMITS	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
		<b>OTHER</b>																		

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.  
Attendance: 1000, Event Type: Festival & Cultural Event - Outdoor.  
Waiver of Subrogation applies per attached MEGL 0241-01 05 16.  
Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

**CERTIFICATE HOLDER**

City of Bellevue  
1500 Wall St  
Bellevue, NE 68005

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

*Will Maddux*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
City of Bellevue 1500 Wall St Bellevue, NE 68005
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



COMMERCIAL GENERAL LIABILITY  
POLICY NUMBER: 3DS5466-M1552496

## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Person Or Organization:**

City of Bellevue  
1500 Wall St  
Bellevue, NE 68005

**Additional Premium:** \$ See Cert

The following is added to Condition **8**. Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## Sabrina Ohnmacht

---

**From:** Larry Lampman  
**Sent:** Tuesday, January 08, 2019 11:49 AM  
**To:** Brian Madison  
**Cc:** Sabrina Ohnmacht; Rob Bailey; Mark Elbert; Bobby Riggs  
**Subject:** Re: NE Celtic Festival Review

No issues from my end. This event had police officers for a short time last year but it was determined that we were not needed. 1-2 Officer will be assigned and will evaluate needs the day of operation.

Larry

Sent from my iPhone

On Jan 8, 2019, at 11:33 AM, Brian Madison <[brian.madison@bellevue.net](mailto:brian.madison@bellevue.net)> wrote:

Looks good from a parks Department view. The only question I have is the following: They ask to open restrooms but we don't have any restrooms located at AHP. They do say they will be renting port-a-potty's though so is one or the other?

Thanks,  
Brian

**From:** Sabrina Ohnmacht <[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)>  
**Sent:** Tuesday, January 8, 2019 10:11 AM  
**To:** Brian Madison <[brian.madison@bellevue.net](mailto:brian.madison@bellevue.net)>; Rob Bailey <[Rob.Bailey@bellevue.net](mailto:Rob.Bailey@bellevue.net)>; Larry Lampman <[Larry.Lampman@bellevue.net](mailto:Larry.Lampman@bellevue.net)>; Mark Elbert <[Mark.Elbert@bellevue.net](mailto:Mark.Elbert@bellevue.net)>; Bobby Riggs <[Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)>  
**Subject:** NE Celtic Festival Review

Pleas give any feedback by 2:00 tomorrow.

Thank you!

**Sabrina Ohnmacht, CMC**  
**City Clerk**

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Phone 402.293.3007  
Fax 402.293.3068  
[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)  
**\*\*please note new street address\*\***

## Sabrina Ohnmacht

---

**From:** Rob Bailey  
**Sent:** Tuesday, January 08, 2019 11:07 AM  
**To:** Sabrina Ohnmacht  
**Subject:** RE: NE Celtic Festival Review

Looks good

**From:** Sabrina Ohnmacht  
**Sent:** Tuesday, January 8, 2019 10:11 AM  
**To:** Brian Madison <brian.madison@bellevue.net>; Rob Bailey <Rob.Bailey@bellevue.net>; Larry Lampman <Larry.Lampman@bellevue.net>; Mark Elbert <Mark.Elbert@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>  
**Subject:** NE Celtic Festival Review

Please give any feedback by 2:00 tomorrow.

Thank you!

**Sabrina Ohnmacht, CMC**  
**City Clerk**

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[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)  
*\*\*please note new street address\*\**

## Sabrina Ohnmacht

---

**From:** Bobby Riggs  
**Sent:** Tuesday, January 08, 2019 10:23 AM  
**To:** Sabrina Ohnmacht  
**Subject:** RE: NE Celtic Festival Review

Thanks  
Streets – no conflicts/issues with proposal.

**Bobby Riggs**  
**Street Superintendent**  
**City of Bellevue**  
Office: (402) 293-3126  
Fax: (402) 293-3077  
E-mail: [Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)

**From:** Sabrina Ohnmacht  
**Sent:** Tuesday, January 08, 2019 10:11 AM  
**To:** Brian Madison; Rob Bailey; Larry Lampman; Mark Elbert; Bobby Riggs  
**Subject:** NE Celtic Festival Review

Please give any feedback by 2:00 tomorrow.

Thank you!

***Sabrina Ohnmacht, CMC***  
***City Clerk***

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Bellevue, NE 68005  
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[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)  
***\*\*please note new street address\*\****

136  
1-14-19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	01/14/2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Sabrina Ohnmacht, City Clerk	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input checked="" type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request for approval of a Privately-Operated Farmers Market at Washington Park

SYNOPSIS:

In accordance to the ordinance, Mrs. Carol Blood has submitted an application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 5/25/19-9/7/19 (with the exception of August 17th) from 6:30 a.m. (for set-up) to noon

FISCAL IMPACT:

minimal

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approval of the Application

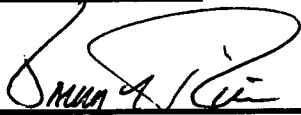
BACKGROUND:

The market has become very successful in this locationand continues to grow each year.

ATTACHMENTS:

1	Application	4	
2	Comments from PD & Parks	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: n/a

LEGAL APPROVAL: n/a



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

## APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET ON CITY-OWNED PROPERTY

The undersigned hereby makes application to privately conduct or operate a Farmers Market on City-owned property,  
and hereby submits the following facts in support thereof:

Date of Application: January 2, 2019

APPLICANT (Name/Address/Phone #: Carol Blood, 2812 Jack Pine St. Bellevue, NE 68123

CORPORATION (Name/Address – if applicable): NA

DATES OF PROPOSED ACTIVITY: Saturday, May 25, 2019 to Saturday, September 7, 2019. No Market on Saturday, August 17<sup>th</sup> due to Arrows to Aerospace

LOCATION OF PROPOSED ACTIVITY: Washington Park located at 20<sup>th</sup> Ave & Franklin

HOURS OF OPERATION: Set up 6:30 to 7:30 am. Hours of operation 8 am to Noon.

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: Restrooms in Park for residents and vendors per State Health Dept.
2. Running Water: Use of Water Pump in Park
3. Power: Use of electric outlets in gazebo and park. Some vendors utilize generators.
4. Parking: Around park and residential street area

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

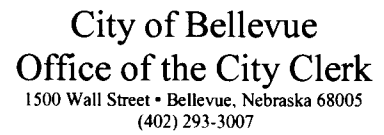
Signature of Applicant: Carol Blood via email

FOR CITY OFFICE USE ONLY:

City Council Meeting on: 1-14-19

NOTE: Police Dept. and Parks Dept. make recommendations on reverse side.





APPLICANT (from page 1): Carol Blood

**Police Department Recommendations:** \_\_\_\_\_

**Parks Department Recommendations:** \_\_\_\_\_



## Sabrina Ohnmacht

---

**From:** Larry Lampman  
**Sent:** Tuesday, January 08, 2019 9:48 AM  
**To:** Sabrina Ohnmacht  
**Cc:** Brian Madison; Rob Bailey; Mark Elbert  
**Subject:** Re: Farmers Market Review

No issues from my end. Thanks

Larry

Sent from my iPhone

On Jan 8, 2019, at 9:26 AM, Sabrina Ohnmacht <[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)> wrote:

Please advise of any feedback by 2:00 tomorrow.

Thank you!  
Sabrina

***Sabrina Ohnmacht, CMC***  
***City Clerk***

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Phone 402.293.3007  
Fax 402.293.3068  
[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)  
***\*\*please note new street address\*\****

<2019 PO Farmers Market.pdf>



## Sabrina Ohnmacht

---

**From:** Rob Bailey  
**Sent:** Tuesday, January 08, 2019 11:07 AM  
**To:** Sabrina Ohnmacht  
**Subject:** RE: Farmers Market Review

No issues

**From:** Sabrina Ohnmacht  
**Sent:** Tuesday, January 8, 2019 9:26 AM  
**To:** Brian Madison <brian.madison@bellevue.net>; Rob Bailey <Rob.Bailey@bellevue.net>; Larry Lampman <Larry.Lampman@bellevue.net>; Mark Elbert <Mark.Elbert@bellevue.net>  
**Subject:** Farmers Market Review

Please advise of any feedback by 2:00 tomorrow.

Thank you!  
Sabrina

***Sabrina Ohnmacht, CMC***  
***City Clerk***

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[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)  
***\*\*please note new street address\*\****

## Sabrina Ohnmacht

---

**From:** Brian Madison  
**Sent:** Tuesday, January 08, 2019 11:34 AM  
**To:** Sabrina Ohnmacht; Rob Bailey; Larry Lampman; Mark Elbert  
**Subject:** RE: Farmers Market Review

Looks good to me.

Thanks,  
Brian

**From:** Sabrina Ohnmacht <sabrina.ohnmacht@bellevue.net>  
**Sent:** Tuesday, January 8, 2019 9:26 AM  
**To:** Brian Madison <brian.madison@bellevue.net>; Rob Bailey <Rob.Bailey@bellevue.net>; Larry Lampman <Larry.Lampman@bellevue.net>; Mark Elbert <Mark.Elbert@bellevue.net>  
**Subject:** Farmers Market Review

Please advise of any feedback by 2:00 tomorrow.

Thank you!  
Sabrina

***Sabrina Ohnmacht, CMC***  
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sabrina.ohnmacht@bellevue.net  
***\*\*please note new street address\*\****

14a  
1-14-19

RESOLUTION NO. 2019- 01

WHEREAS, the Federal Communications Commission ("FCC") recently enacted regulations accelerating the deployment of small cell wireless infrastructure in municipalities; and,

WHEREAS, said FCC regulations dictate application review processes which municipalities such as the City of Bellevue will be required to follow; and,

WHEREAS, said FCC regulations go into effect on January 14, 2019, and additionally provide for municipalities to have reasonable aesthetic guidelines published in advance of any small cell wireless providers' applications for infrastructure investment in municipal rights-of-way, in order to be binding on such small cell wireless providers; and,

WHEREAS, the City of Bellevue has drafted *Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way*, a copy of which is attached to the Resolution.

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

The attached *Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way*, to regulate and provide certain design criteria and specifications for the collocation or installation of wireless facilities, including but not limited to network nodes and node support poles, and related use of or work in right of way, within the corporate boundaries or extraterritorial jurisdiction of the City of Bellevue, are hereby adopted and shall be effective as of the date first written below.

ADOPTED AND APPROVED this \_\_\_\_ day of January 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# **Design Guidelines**

*for the*

*Installation of Wireless Facilities in Public Right-of-Way*

---

*City of Bellevue, Nebraska*

*January 14, 2019*

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## SECTION 1. PURPOSE AND APPLICABILITY.

The City of Bellevue ("City") has the duty to manage the public right-of-way for the health, safety, and welfare of the City and public.

*Purpose:* The City enacts these Design Guidelines in order to meet its duty to the citizens of the City, and to give standards to wireless telecommunications providers for the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

*Applicability:* These Design Guidelines are for siting and criteria for the installation of wireless facilities, including micro network nodes, network nodes, node support poles and related ground equipment being installed in the public right-of-way.

These Design Guidelines shall apply to all sitings, installations, collocations in, on, over or under the public right-of-way of network nodes, node support poles, micro network nodes, distributed antenna systems, microwave communications or other wireless facilities, by whatever nomenclature, collocated or installed and related access and work. All installations or other work in right-of-ways shall require an agreement with and be consented to by the City in its discretion in addition to any required permit or approval.

## SECTION 2. DEFINITIONS.

*Abandon* and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

*Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

*Applicable Codes* means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes as adopted or amended by a recognized national code organization and the City from time to time; and
- (B) local amendments to those codes from time to time.

*City* means the City of Bellevue, Nebraska, or its lawful successor.

*City Administrator* shall mean City Administrator of the City of Bellevue or the City Administrator's designee.

*Collocate* and *Collocation* means the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

*Concealment or Camouflaged* means any wireless facility or pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the wireless facility blends into the surrounding environment and is visually unobtrusive. A concealed or camouflaged wireless facility or pole also includes any wireless facility or pole conforming to the surrounding area in which the wireless facility or pole is located and may include, but is not limited to, hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

*Decorative Pole* means a streetlight or other pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to municipal codes or other Law.

*Design District* means an area that is zoned, or otherwise designated by municipal code or other Law, and for which the city maintains and enforces unique design or aesthetic standards, including without limitation, zoning overlay districts and Historic Districts.

*Disaster Emergency or Disaster or Emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the City is threatened, and includes, but is not limited to any declaration of emergency by City, state or federal governmental authorities.

*Distributed Antenna System or DAS* shall be included as a type of "Network Node."

*Easement* means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

*Federal Communications Commission or FCC* means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

*Highway Right-of-Way* means right-of-way adjacent to a state or federal highway.

*Historic District* means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal Law.

*Law* means all common laws, and all federal, state, or municipal laws, statutes, codes, rules, regulations, orders, policies, resolutions, or ordinances as enacted or amended from time to time.

*Local* means within the geographical boundaries of the City, which shall include the corporate boundaries of the City and the extraterritorial jurisdiction of the City, as modified from time to time.

*Location* means a City approved and lawfully permitted location for the network node.

*Macro Tower* means a guyed or self-supported pole or monopole greater than the height parameters prescribed that supports or is capable of supporting antennas.

*Mayor* means the Mayor of the City of Bellevue, Nebraska.

*Micro Network Node* means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

*Municipal Park* means an area that is zoned or otherwise designated by municipal code or other Law as a public park for the purpose of recreational activity.

*Municipally owned utility pole* means a utility pole owned or operated by a municipally owned utility or a municipality and located in a public right-of-way.

*MUTCD* means Manual of Uniform Traffic Control Devices.

*Network Node* means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

*Network Provider* means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf or for use of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

*Node Support Pole* means a pole installed by a network provider for the primary purpose of supporting a network node.

*Permit* means all written authorizations, agreements, and instruments issued, approved or executed by the City for the use of, or work in, the public right-of-way, or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority. Notwithstanding any other provision of these Guidelines to the contrary, use of public right of way by Providers shall require permits in form and content satisfactory to the City. Providers shall be required to submit applications for permits on such forms and including such content and information as specified by the City from time to time. Providers shall be required to



commence work within sixty days after an applicable permit is issued and diligently proceed to completion of approved collocations or installations. Any failure to commence or proceed with such work automatically shall render the permit null and void without any further action required of City.

*Pole* means a service pole, municipally owned utility pole, node support pole, or utility pole.

*Private Easement* means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

*Provider* has the same meaning as “Network Provider.”

*Public Right-of-Way* means the area on, within, below, adjacent to, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has any interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

*Service Pole* means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

*Small Cell* shall be included as a type of “Network Node.”

*Street* means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way. While a right-of-way may include sidewalks and utility easements, a “Street” does not. A “Street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

*SWPPP* shall mean Storm Water Pollution Prevention Plan.

*Traffic Signal* means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

*Transport Facility* means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

*Underground Requirement Area* shall mean an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

*User* means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

*Utility Pole* means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider

*Wireless Service* means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

*Wireless Service Provider* means a person that provides wireless service to the public.

*Wireless Facilities* mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles".

### **SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.**

#### **A. Restricted Areas .**

1. ***Municipal Parks and Residential Areas.*** A Network Provider may not collocate any network nodes on an existing pole, or install any network nodes or node support poles in a public right-of-way, without the City's prior written consent and all required permits, if the public right-of-way is in or adjacent to a municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multi-family residences or undeveloped land that is designated for residential use by zoning or deed restrictions ("Residential Area").

1.1. A Network Provider collocating or installing a network node or node support pole in a public right-of-way described above also shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities. Each permit application shall disclose if it is within a Municipal Park or Residential Area as described above.

2. **Design Districts.** A Network Provider must obtain advance written approval and a permit from the City before collocating network nodes or installing node support poles in a Design District with decorative poles or in an area of the City zoned or otherwise designated as a Design District.

2.1 Each Permit application shall disclose if it is within a Design District with decorative poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. **Camouflage and Concealment.** As a condition for approval of network nodes or node support poles described in subsection 1 or 2 above, the City shall require reasonable camouflage and concealment measures, including without limitation, reasonable spacing, design, size, and color requirements for the network nodes or node support poles. Therefore, any request for such collocations or installations must include proposed camouflage and concealment measures in the permit applications.

3.1. Not in limitation of the foregoing, the City requests that each Network Provider explore the feasibility of new and creative methods of using camouflage and concealment measures to improve the aesthetics of the network nodes, node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in such areas.

4. All Network Providers shall comply with and observe all applicable City, State, and federal historic preservation and other Laws and requirements.

5. **Historic Landmarks.** A Network Provider may not install a network node or node support pole within 300 feet of a historic site or structure or historic landmark recognized by the City, state or federal government as of the date of the submission of the permit. Each permit application must disclose if it is with 300 feet of such a structure.

6. **Compliance with Undergrounding Requirements.** A Network Provider shall comply with any applicable undergrounding requirements, including without limitation, those specified in municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit, limit, regulate, or restrict installing aboveground structures in a public right-of-way.

6.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and/or conversions of overhead to underground areas, as may be specified in accordance with applicable Law.

6.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

**B. Most preferable locations**

1. *Industrial Areas* if not within or adjacent to a municipal park, residential area, or Design District.

2. *Highway Rights-of-Way Areas* if not within or adjacent to a municipal park, residential area, or Design District.

3. *Retail and Commercial Areas* if not within or adjacent to a municipal park, residential area, or design district.

#### **C. Designated Areas.**

1. Currently designated *Residential Areas* are any areas zoned for single family or multi-family residential use.

2. Currently designated *Design District* areas are:

(a) Olde Towne

(b) Twin Creek

3. Future residential areas or Design Districts may be designated by the City Council from time to time in accordance with applicable Law, and they shall be deemed to be included in these Guidelines without any further action required of the City.

4. While not required to designate Underground Compliance Areas to prohibit above ground wireless facilities, the City may, from time to time, also designate Underground Compliance Areas.

#### **D. Exceptions**

The City, upon demonstration of necessity to the satisfaction of the City Council or its designee, by its consent and agreement may grant exception to the above prohibited locations and sizes, in accordance with applicable Law.

**E. Order of Preference Regarding Network Node Attachment to Existing Facilities and New Node Support Poles.** Not in limitation of any other requirements of these Guidelines:

1. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for network nodes and related ground equipment.

2. *Municipal Service Poles*:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public.

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal service pole* use is the lowest priority and prohibited unless the only option.

3. *New node support poles* shall be the least preferred type of allowed facility for attachment of network nodes.

4. *Ground Equipment*. Ground equipment shall be minimal and the least intrusive.

#### **SECTION 4. REQUIREMENTS ON PLACEMENT.**

**Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 4 shall apply.**

##### **A. Generally.**

A Network Provider shall construct and maintain network nodes and node support poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on or in connection with a public right-of-way;
2. obstruct, impede, or hinder the legal use of a public right-of-way by other utility providers;
3. violate applicable codes;
4. violate or conflict with any applicable public right-of-way management ordinance or these Design Guidelines.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) or any other applicable Law.

##### **B. General Requirements and Information:**

1. *Size Limits*. Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations and other requirements as set forth in Appendix A of this document, incorporated into this document by reference with each application and with each request for a permit for each location.

2. *State and Federal Rights-of-Way Permit*. If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of Non-interference with City Safety Communication Networks*.

a. The Network Provider needs to provide analysis satisfactory to the City Administrator that the proposed network nodes shall not cause any interference with City public safety radio system, traffic signal light system, or other public safety or communications components.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed network node. A network node shall not be

installed in a location that causes any interference. Network nodes shall not be allowed on City's public safety radio infrastructure.

**4. *Improperly Located Network Node Facilities, Node Support Poles and Related Ground Equipment:***

a. If any network node facilities, node support poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Administrator and impedes, obstructs, or hinders pedestrian or vehicular traffic or does not comply or otherwise renders the right-of-way non-compliant with applicable Laws, including without limitation the American With Disabilities Act, then Network Provider shall promptly remove the network node facilities, node support poles or ground equipment.

b. Notice to remove and relocate unauthorized facilities; fine or penalty: After 30 days' notice to remove any network node, node support poles or ground equipment that is located in the incorrect location, if not relocated, shall be deemed unlawful and the Network Provider shall be subject to such penalties or fines as prescribed for violations of the City Code until the network node facilities, node support poles or ground equipment is relocated to the correct area within the permitted location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the network node facilities, node support poles or ground equipment.

**C. Underground Requirement Areas.**

1. A Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to be an underground requirement area, then a Network Provider's permit for the location of the micro network node, network node, node support pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said micro network node, network node, node support pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition.

**D. Network Node facilities placement:**

1. *Right-of-Way:* Network node facilities, node support poles and related ground equipment shall be placed within two feet of the outer edge of the right-of-way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height Above Ground.* Network node attachments to a pole shall be installed at least eight (8) feet above the ground, and if a network node attachment is projecting

toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* No protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on Number of Network Nodes per Site.* There shall be no more than one network node on any one pole.

#### **E. New Node Support Poles.**

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or node support poles at the same spacing as the spacing between utility poles in the immediate proximity, but no less than 300 feet from any utility pole or any other node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or Modified Utility Pole.* Node support pole or modified utility pole may not exceed the lesser of:

- (1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- (2) 55 feet above ground level.

#### **F. Ground Equipment.**

1. *Ground Equipment Near Street Corners and Intersections:* Ground equipment shall be minimal and the least intrusive. To minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment Near Municipal Parks.* For the safety of municipal park patrons, particularly small children, and to allow full line of sights near municipal park property, the Network Provider shall not install ground equipment in a right-of-way that is within a park or within 250 feet of the boundary line of a park, unless approved by the City Administrator in writing.

#### *3. Minimize Ground Equipment Density:*

To enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Administrator may deny a request for a proposed location if the Network Provider installs network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

#### **G. Service Poles:**

1. *In Accordance with Agreement:* Installations on all service poles shall be in accordance with an agreement.

2. *Required Industry Standard Pole Load Analysis:* Installations on all service poles shall have an industry standard pole load analysis completed and submitted to the

municipality, to the satisfaction of the City Administrator, with each permit application indicating that the service pole to which the network node is to be attached will safely support the load.

3. *Height of Attachments*: All attachments on all service poles shall be at least 8 feet above grade, and if a network node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. *Installations on Traffic Signals*: Installations on all traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of network node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure.

5. *Installations on Street Signage*: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of network node facilities on any street signage structures that has electrics shall:

- i. Be encased in a separate conduit than any City signage electronics;
- ii. Have a separate electric power connection than the signage structure; and
- iii. Have a separate access point than the signage structure.

## **SECTION 5. GENERAL AESTHETIC REQUIREMENTS**

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 5 shall apply.

### **A. Concealment.**

1. Concealment of network nodes and node support poles shall be required by the City in Design Districts with decorative poles.

2. All new node support poles shall be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The network node facilities shall be concealed or enclosed in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible.



#### **B. New Node Support Pole Spacing.**

New node support poles shall be at a minimum 300 feet from a utility pole or another node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

#### **C. Minimize Ground Equipment Concentration.**

In order to minimize negative visual impact to the surrounding area, and to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Administrator may deny a request for a proposed location if the Network Provider installs network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

#### **D. Allowed Colors.**

Colors in Design Districts must be in strict accordance with the City's applicable ordinances or other Law.

Colors in Design Districts must be approved by the City Administrator from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

### **SECTION 6. ELECTRICAL SUPPLY**

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 6 shall apply:

A. Network Provider shall be responsible for obtaining any required electrical power service to the micro network node, network node facilities, Node support poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the micro network node, network node facilities, node support poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure.

B. Network Provider shall not allow or install generators or back-up generators in the right-of-way.

### **SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.**

1. Insurance, bonding and security deposits shall be in strict accordance with the City's applicable ordinances or other Law.

2. Indemnity shall be in strict accordance with the City's applicable ordinances or other Law.

## **SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, MAINTENANCE AND REPAIR**

### **A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.**

1. Removal and relocation by the Network provider of its micro network node, network node facilities, node support pole or related ground equipment at its own discretion, shall be in strict accordance with the City's applicable ordinances or other Law.

2. If the Network Provider removes or relocates a micro network node, network node facilities, node support pole or related ground equipment at its own discretion, it shall notify the City Administrator in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all permits required for relocation or removal of its micro network node, network node facilities, Node support poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for micro network node, network node facilities, node support poles or related ground equipment that have been removed.

### **B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.**

1. Removal and relocation of Network Provider's micro network node, network node, node support pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's applicable ordinances or other Law.

2. Except as provided in existing state and federal law, a Network Provider shall relocate or adjust micro network node, network node, node support pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way

3. Network Provider understands and acknowledges that the City may require Network Provider at its sole cost and expense to remove or relocate its micro network node, network node, node support pole and related ground equipment, or any portion thereof from the right-of-way for City construction projects in accordance with municipal, state, or federal Law, including the common-law.

4. Network Provider shall, at the City Administrator's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing municipal, state and federal Law, whenever the City Administrator reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the micro network node, network node, node support pole or related ground equipment, or portion thereof as requested by the City Administrator within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the micro network node, network node, node support pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its costs and expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the micro network node, network node, node support pole or related ground equipment, or portion thereof.

### **C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.**

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a micro network node, network node, node support pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property or equipment, (b) the micro network node, network node, node support pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, permits, and certifications required by Law for its micro network node, network node, node support pole and related ground equipment, or use of any location.

2. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment at the Network Provider's sole cost and expense.

3. The City Administrator shall provide 90 days written notice to the Network Provider before removing a micro network node, network node, node support pole and related ground equipment under this section, unless there is imminent danger to the public health, safety, and welfare.

4. Network Provider shall reimburse City for the City's actual cost of removal of micro network node, network node, node support pole and related ground equipment within 30 days of receiving the invoice from the City.

## **SECTION 9. INSTALLATION AND INSPECTIONS**

### **A. INSTALLATION.**

Network Provider shall, at its own cost and expense, install the micro network node, network node facilities, node support poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Administrator, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Administrator. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the micro network node, network node facilities, node support poles and related ground equipment shall be in compliance with all applicable Laws.

## **B. INSPECTIONS.**

The City Administrator, or designee, may perform inspections of any micro network node, network node, node support pole or related ground equipment located in the right-of-way.

If the inspection requires physical contact with the micro network node, network node, node support poles or related ground equipment, the City Administrator shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

## **SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.**

Abandoned or obsolete micro network node, network node, node support pole and related ground equipment shall be removed by Provider at its sole cost and expense.

Network Provider shall remove micro network node, network node, node support pole and related ground equipment when such facilities are abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the micro network node, network node, node support pole and related ground equipment being abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes or abandons permanent structures in the right-of-way, the Network Provider shall notify the City Administrator in writing of such removal or abandonment and shall file with the City Administrator the location and description of each micro network node, network node, node support pole and related ground equipment removed or abandoned. The City Administrator may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the right-of-way.

## **SECTION 11. GENERAL PROVISIONS.**

**1. As Built Maps and Records.** Network Provider's as built maps and records shall be in strict accordance with the City's applicable Law.

Network Provider shall maintain and provide the City Engineer copies of accurate maps and other appropriate records of its network node facilities, node support poles and related ground equipment as they are actually constructed in the right-of-way, including without limitation, Microstation/GIS digital and other formats requested by the City Engineer. Network Provider will provide additional maps to the City upon request.

**2. Courtesy and Proper Performance.** Courtesy and proper performance of work in the right of way by Network Provider's personnel and contractors shall be in strict accordance with applicable Law ,

Network Provider shall make citizen satisfaction a priority in using the right-of-way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its micro network node, network node, node support pole and related ground equipment in the right-of-way. Network

Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Administrator, Network Provider is not performing in accordance with this subsection 2, Network Provider shall take all remedial steps to conform to these standards.

**3. Drug Policy.** Drug policy of Network Provider's personnel, and contractors in the rights-of-way shall be in strict accordance with applicable Law.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City right-of-way is prohibited.

**4. Allocation of Funds for Removal and Storage.** The City has appropriated \$0 to pay for the cost of any removal or storage of micro network node, network node, node support pole and related ground equipment, as authorized under this article, and no other funds are allocated.

**5. Ownership of Network Node and Related Equipment.** No part of a micro network node, network node, node support pole and related ground equipment erected or placed on the right-of-way by Network Provider will become, or be considered by the City as being affixed to or a part of, the right-of-way. All portions of the micro network node, network node, node support pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the right-of-way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Administrator prior to any work in the Right-of-Way.

**6. Tree Maintenance.** Tree maintenance shall be in strict accordance with applicable Law.

Network Provider, its contractors, and agents shall obtain written permission from the City Administrator before trimming trees hanging over its micro network node, network node, or node support pole, to prevent branches of such trees from contacting attached micro network node, network node, or node support pole. When directed by the City Administrator, Network Provider shall trim under the supervision and direction of the Public Works Director or his designee. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

**7. Signage.** Signage shall be in strict accordance with applicable Law.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by Law (e.g. RF ground notification signs) or the City Administrator.

Except as required by Law or by the utility pole owner, Network Provider shall not post any other signage or advertising on the micro network node, network node, node support pole, service pole or utility pole.

**8. Graffiti Abatement.**

As soon as possible, but not later than seven (7) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its micro network node, network node, node support pole, and related ground equipment located in the

right-of-way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight Law.

#### **9. Restoration.**

Network Provider shall restore and repair the right-of-way from any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from Network Provider's installation, collocation, removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with applicable Law.

Network Provider shall repair any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation (or any other of Network Provider's activities hereunder), at Network Provider's sole cost and expense, including restoration of the right-of-way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a permit for the applicable location or did the work at such location (even if Network Provider did not first obtain a permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the approval of the City Administrator.

#### **10. Network provider's responsibility.**

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the collocation or installations of any micro network node, network node, node support pole or related ground equipment, or any other work or activity in the right-of-way, as if such acts or omissions were Network Provider's acts or omissions.

### **SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION**

Should the Network Provider desire to deviate from any of the standards set forth in the Design Guidelines, the Network Provider may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption.

The process for an application, hearing and vote shall follow the process set out for a variance.

### **SECTION 13. DESIGN MANUAL - UPDATES**

Placement or modification of micro network node, network node, node support pole and related ground equipment shall comply with the City's Design Guidelines at the time the permit for installation or modification is approved and as amended from time to time.

## **APPENDIX A**

### **Requirements for Installation of Small Cell Network Nodes**

*A network node to which this chapter applies must conform to the following conditions:*

#### ***I. Collocations on Existing Utility Poles and Municipal Service Poles***

##### ***General:***

*(A) Only the antenna, concealing shroud and associated wiring may be located on the support structure.*

*(B) Cabling which services the Network Node shall enter at the base of the support structure and fully enclosed in conduit of a minimal size and number.*

*(C) Related ground equipment, except for electrical meter, shall be housed in a single cabinet of minimal size at a location subject to City approval.*

*(D) All wiring routed between ground equipment and pole is to be fully concealed from view.*

##### ***Antennae:***

*(A) Each antenna shall be located entirely within a shroud enclosure of not more than 6 cubic feet in volume and may not exceed a height of three feet above the existing structure or pole.*

*(B) The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the pole, and to the extent practical, should appear as a seamless vertical extension of the structure.*

*(C) The maximum diameter of the shroud shall be no wider than 1.5 times the diameter of the top of the structure.*

*(D) Where the maximum shroud diameter exceeds the diameter of the top of the pole or structure, the shroud shall be tapered to meet the top of the structure.*

*(E) Unless otherwise approved, all antennas shall be mounted to the top of the wireless support structure, aligned with the centerline of the structure.*

*(F) Antennas shall generally be cylindrical in shape and completely housed within a cylindrical shroud that is capable of accepting paint to match the pole structure.*

*(G) Color for all antennas and shrouds shall be selected by the City Administrator or her designee in order to match the context and nature of the surrounding area.*

## ***II. New Wireless Structures with Small Cell Network Nodes***

### ***General:***

*(A) All new wireless structures shall be constructed of solid hot-dipped galvanized steel, be round in shape with a smooth pole shaft.*

*(B) New Wireless Structures should be stealth in design, with all equipment integrated in the pole or contained in a cabinet away from the pole.*

*(C) Wireless support structures incorporating pole mounted small cell facilities shall be tapered in diameter from the base to the top, with a maximum diameter of 12 inches at the base and a maximum diameter of 8 inches at the top.*

*(D) Wireless support structures must be supported by a reinforced concrete base in dimensions approved by a Professional Engineer licensed in the State of Nebraska, and reviewed and approved by the City Engineer.*

*(E) All anchor bolts must be concealed from view with an appropriate boot or cover coated or painted to match the pole.*

*(F) Pole owners must allow collocation of other provider equipment on all poles.*

### ***Antennae:***

*(A) Each antenna shall be located entirely within a shroud enclosure of not more than 6 cubic feet in volume and may not exceed a height of three feet above the existing structure or pole.*

*(B) The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the pole, and to the extent practical, should appear as a seamless vertical extension of the structure.*

*(D) Where the maximum shroud diameter exceeds the diameter of the top of the pole or structure, the shroud shall be tapered to meet the top of the structure.*

*(E) Unless otherwise approved, all antennas shall be mounted to the top of the wireless support structure, aligned with the centerline of the structure.*

*(F) Antennas shall generally be cylindrical in shape and completely housed within a cylindrical shroud that matches the color of the wireless structure.*



\* 15a  
1-14-19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	January 14, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Amanda Parker- Human Service Manager		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		Consent ✕ OTHER (SEE CLERK) <input checked="" type="checkbox"/>

SUBJECT:

Authorization to approve Agreement Between The City of Bellevue and NDOT for minibus replacement.

SYNOPSIS:

This agreement is for the acquisition of a replacement minibus for the Specialized Transportation Service.

FISCAL IMPACT:

Purchase price is 20% of actual cost due to grant funding. \$11,322.00 (2020)

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

This expense has been approved by Council in the FY 18/19 budget. \$12,600.00 (2020)

RECOMMENDATION:

Authorize the Mayor to sign the Agreement between the City of Bellevue and NDOT for a new replacement minibus.

BACKGROUND:

Capital funding for all replacement vehicles is applied for through MAPA's 5310 grant process. The city is responsible for 20% of the total cost of the vehicle, grant funds pay for the other 80% of cost. Award of these grant funds has become more competitive in recent years due to MAPA opening the grant process to both municipalities and non-profit organizations.

ATTACHMENTS:

- 1 Agreement with NDOT for Minibus
- 2
- 3



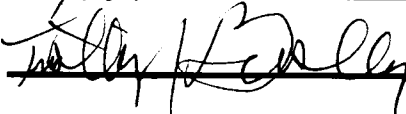
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

AGREEMENT BETWEEN THE CITY OF BELLEVUE

AND

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION

PROJECT NO.: NE-16-(O111)

THIS AGREEMENT made and entered into by and between the State of Nebraska (hereinafter referred to as "State") acting by and through the State Department of Transportation (hereinafter referred to as "Department"), and the City of Bellevue, eligible applicant, (hereinafter referred to as "Contractor").

WHEREAS, 49 U.S.C. Section 5310 as amended by MAP-21, provides for capital grants to private nonprofit organizations, local governmental authorities, and operators of public transportation that receive a grant indirectly through a recipient for the specific purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable; and

WHEREAS, the Governor of the State of Nebraska in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects and to coordinate the grant applications; and

WHEREAS, the State and the Contractor desire to secure and utilize grant funds for the transportation needs of seniors and individuals with disabilities in the State of Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this agreement is to assist in the purchase of vehicles and/or related equipment (to include technology) to provide for the undertaking or expansion of transportation services to seniors and individuals with disabilities (hereinafter referred to as "Project") by the Contractor and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

Section 2. Scope of Project. The Contractor shall undertake and complete the Project as described in its Application, herewith incorporated by reference, filed with and approved by the Department and in accordance with the terms and conditions of this agreement.

Section 3. Period of Performance. The Project will commence with the signing of this document and may be terminated by either party under Sections 8 and 13 of this agreement.

Section 4. Funds. The Project funds referred to in this agreement are subject to the grants Management requirements of the Federal Transit Administration Circular FTA 5010.1D, Rev. 1, August 27, 2012, and specifically, the Financial Management provisions contained in Chapter VI. The federal share of the Project funds will be from FTA Grant NE-2018-019-00, Catalog of Federal Domestic Assistance #20.513 (Enhanced Mobility of Seniors and Individuals with Disabilities). The cost of the Project shall be in the amount indicated in the attached 5310 Capital Project Description and Budget (EXHIBIT A) and shall be borne in the manner described therein, contingent upon the availability of FTA funds. The Contractor agrees that it will provide from sources other than Federal Department of Transportation funds, an amount sufficient, together with the Federal Grant to assure full payment of the actual Project cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide and have on deposit with the Department its share of the Project costs prior to the Contractor taking possession of the Project equipment. The Contractor further agrees that no refund or reduction of the amount so provided will be made, unless there is at the same time a refund to the State of a proportional amount of the Federal Grant.

Section 5. Purchase of Project Equipment. The Contractor acknowledges that the Department shall conduct all procurements on behalf of the Contractor pursuant to state law and the applicable requirements of 49 CFR 18. The Contractor acknowledges that the Department shall certify to the FTA as to the Buy America, Bus Testing, Cargo Preference, Preaward & Post Delivery Audits, Clean Water, Energy Conservation and Clean Air Clauses.

Section 6. Title to Project Equipment. Title to Project equipment shall be in the name of the Contractor, subject to the restrictions on use and disposition of the Project equipment set forth herein.

Section 7. Encumbrance of Project Equipment. The Contractor may not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way affects the Federal interest in any Project equipment, nor may the Contractor obligate itself, in any other manner, to any third party with respect to Project equipment or property, unless such transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation is expressly authorized in writing by the Department.

Section 8. Use of Project Equipment. The Project equipment shall not be altered without prior written approval by the Department. The Contractor agrees that the Project equipment shall be used for the purpose of providing transportation service to seniors and individuals with disabilities within the geographical area as described in the Project Description

for the duration of its useful life. "Useful Life" shall be considered to be four (4) years or 100,000 miles and the concurrence of the Department. Project equipment shall not be used in aid of any religious sect or denomination provided, however, that such equipment may be used to transport seniors and individuals with disabilities to the church of their choice if such service is offered on a nonsectarian basis. If Project equipment is not used in this manner or is withdrawn from transportation service, the Contractor shall immediately notify the Department. Such Project equipment will then be disposed of in a manner determined by the Department.

The Contractor will be directed to turn over such equipment to the Department so that it may either reassign the equipment to another eligible transportation provider or dispose of it as surplus property. The Department shall reimburse the Contractor from the amount recovered by the Department, on the proportional basis of the ratio of financial assistance provided under this agreement. Fair market value, if applicable, shall be determined by competent appraisal consistent with the standards of 49 CFR Part 25.103.

If at any time, the Project equipment is withdrawn from transportation service because of casualty loss, the Contractor shall immediately notify the Department. In the event of a total loss due to casualty or fire, the damage paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value and shall be remitted to the Department on a proportional basis of the ratio of financial assistance provided under this agreement.

The Contractor shall keep satisfactory records with regard to the use of the Project equipment and submit to the Department upon request such information as is required in order to assure compliance with this Section. The Contractor shall notify and receive prior approval from the Department before the Project or Project equipment is used in a manner substantially different from that described in the Project Description. The Contractor shall purchase and maintain in amount and form satisfactory to the Department such insurance or self-insurance as will be adequate to protect Project equipment from the time the Department notifies the Contractor that the equipment has been received by the Department throughout the period of required use, to include collision and comprehensive coverage, as well as liability coverage. Risk of loss shall be in the Contractor from the time the equipment shall be delivered to the Department.

The Contractor shall complete and submit Vehicle Usage Forms monthly for each vehicle acquired with 5310 funds. Failure to comply with this requirement until receiving written notice to the contrary from the Department means the Contractor will be ineligible for future funding under the 5310 program.

The Contractor shall have and maintain a scheduled vehicle maintenance program (in a format approved by the Department) for each vehicle acquired under the 5310 Program. Failure to comply with this requirement will also jeopardize funding under the 5310 Program.

The Contractor shall also submit to the Department at the end of each calendar year an annual vehicle equipment inventory indicating the mileage and condition of each 5310 vehicle. The Contractor shall maintain the Project equipment at a high level of repair, cleanliness, safety, and mechanical soundness. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

Section 9. Misused or Damaged Property. If any damage to Project equipment results from abuse or misuse occurring with the Contractors knowledge and consent, the Contractor agrees to restore that equipment to its original condition or refund the value of the Federal interest in the damaged equipment, as the Federal Government may require.

Section 10. Contracts Under This Agreement. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the Department.

Section 11. Records and Reports. The Contractor shall undertake to have an audit performed in accordance with 2 CFR 200 if the Contractor receives more than \$750,000 in Federal Assistance in a fiscal year. A copy of this audit will be provided to the Department. The Contractor shall advise the Department regarding the progress of the Project at such times and in such a manner as the Department and FTA may require, including, but not limited to meetings and interim reports.

The Contractor shall collect and submit to the Department, at such time as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department and FTA.

Section 12. Audit and Inspection. The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all vehicles and equipment purchased by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles and equipment, and all relevant Project data and records. The Contractor shall also permit the above named persons to audit the books, records and accounts of the Contractor pertaining to the Project. The Contractor shall retain intact, for

three years following Project closeout, all Project documents, financial records, and supporting documents.

Section 13. Termination.

(a) For Convenience. The Department may, with the concurrence of FTA, terminate the Project and cancel this agreement if both FTA and the Department agree that the continuation of the Project would not produce beneficial results commensurate with further expenditure of funds.

(b) For Cause. The Department may, by written notice to the Contractor, terminate the Project and cancel this agreement for any of the following reasons:

(1) The Contractor discontinues or reduces the use of such vehicles or equipment for the purpose of providing transportation services to seniors and individuals with disabilities;

(2) The Contractor takes any action pertaining to this agreement without the approval of the Department and which under the procedures of this agreement would have required the approval of the Department;

(3) The commencement, prosecution or timely completion of the Project by the Contractor, for any reason, rendered improbable, impossible or illegal;

(4) The Contractor shall be in default under any provision of this agreement;

(5) The Contractor fails to have on account with the Department sufficient funds to complete, with the available Federal funds, the purchase of capital items as defined in its Project Application.

(c) Action Upon Termination. Upon termination of the Project and cancellation of this agreement under the provisions of Subsection (a) of this Section, the Contractor agrees to dispose of the Project equipment in accordance with the procedures established by the Department in this agreement.

Upon termination of the Project and cancellation of this agreement under the provisions of Subsection (b) of this Section, the Contractor shall immediately give possession of all Project property and equipment to the Department, which will dispose thereof and reimburse the Contractor in accord with the procedures established in this agreement.

Section 14. Contract Changes. Any proposed change in this contract shall be submitted to the State for its prior approval.

Section 15. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

Section 16. Prohibited Interest. No member, officer, or employee of the Contractor during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Section 17. No Obligation by the Federal Government. The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Section 18. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement (MA) between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Said current Master Agreement is therefore included in this Agreement by reference. Contractor's failure to so comply shall constitute a material breach of this contract. A copy of the Master Agreement will be provided by the Department upon written request. The link to the Master Agreement is <http://www.fta.dot.gov/documents/21-Master.pdf>.

Section 19. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required in the current FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

Section 20. Energy Conservation Requirements.

**By signing and submitting this agreement, the prospective lower tier participant certifies that it will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.**

Section 21. Civil Rights. The following requirements apply to this agreement:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of

the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No.11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, " 42 U.S.C. 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Section 22. The Contractor shall include in all subcontracts entered into pursuant to this agreement all of the above-required clauses. In addition, the following required provision shall be included in any advertisement or invitation to bid for any procurement under this agreement:

Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of Nebraska and the U.S. Department of Transportation.

Section 23. Federal Certifications and Assurances for FTA Assistance. The Contractor will comply with all the requirements identified in the attached (EXHIBIT B) Certifications and Assurances for FTA Assistance, hereby made a part of this agreement.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: CITY OF BELLEVUE

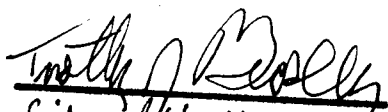
BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

Approved as to form:

  
City Attorney

EXECUTED by the Department this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Ryan Huff, P.E.  
Intermodal Planning Engineer

Acknowledgement

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by Ryan Huff, Intermodal Planning Engineer for the State of Nebraska, Department of Transportation.

\_\_\_\_\_  
Notary Public  
(SEAL)

rpt16-zf



EXHIBIT A

5310 CAPITAL PROJECT DESCRIPTION AND BUDGET

Project Number NE-16-(O111)

APPLICANT NAME: City of Bellevue

	Price	Ordered	
Small bus Ford chassis	\$ 55,398.00	1	\$ 55,398.00
Deduct for removal of two passenger seat	255.00	2	\$ (510.00)
Raise floor	700.00	1	\$ 700.00
Add Additional Wheelchair Position	950.00	1	\$ 950.00
24 inch black adjustable passenger seatbelt Extension for ambulatory passenger seats	36.00	2	72.00

Total \$ 56,610.00

Number of Vehicles	Type of Vehicle and Equipment	Unit Cost	Total Cost
1	Small bus	56,610.00	56,610.00

Total Equipment Cost \$ 56,610.00

Federal 5310 Funds (80% of total cost)	45,288.00
Local contribution (20% of total cost)	11,322.00

Total Local Share \$ 11,322.00

**(1) Federal Award Identification for 5310 NE-16-(O111)**

i Subrecipient name:

**City of Bellevue**

ii Subrecipient's Data Universal Numbering System (DUNS) Number:

**054156260**

iii Federal Award Identification Number (FAIN):

**NE-2018-019-00**

iv Federal award date:

**10/1/2018**

v Period of performance start and end date:

<b>Start</b>	<b>End</b>
<b>10/1/2018</b>	<b>9/30/2020</b>

vi Amount of Federal funds obligated by this action:

**\$557,978.00**

vii Total amount of Federal funds obligated to the subrecipient:

**EXHIBIT "A" 45,288.00**

viii Total amount of the Federal award:

**\$557,978.00**

ix Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

**5310 Federal Fiscal Year 2018 for Purchase of Vehicles  
State`Fiscal Years 2019 and 2020.**

x Name of Federal awarding agency, grantee, and contract information for awarding official:

**United States Department of Transportation  
Federal Transit Administration - Mark Bechtel  
Nebraska Department of Transportation**

xi Catalog of Federal Domestic Assistance (CFDA) number, name, and dollar amount:

**20.513 Enhanced Mobility of Seniors and Individuals with Disabilities.  
\$272,471,560**

xii Identification of whether the award is research and development:

**No**

xiii Indirect cost rate for the Federal award (including if the de minimis rate is charged):

**None**

- (2) All requirements imposed by the grantee on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and terms and conditions of the Federal award.**

**See Section 1, Section 2 and Section 3 of the agreement.**

- (3) Any additional requirements that the grantee imposes on the subrecipient in order for the grantee to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.**

**See Section 8 of the agreement**

- (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the grantee and the subrecipient (in compliance with this part), or a de minimis indirect cost rate.**

**Not applicable**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15c  
1-14-18

COUNCIL MEETING DATE:	01/14/2019	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:

Changes to Service Agreement for Station Alerting System

SYNOPSIS:

Bellevue and Papillion will be installing a station alerting system that works with the shared Sarpy, Douglas CAD system and Omaha Fire's backbone for station alerting. The Council approved the Station Alerting System proposal at its December 10, 2018 meeting. Papillion and Bellevue have proposed changes to the Service Agreement, which are before the Council for approval.

FISCAL IMPACT:

Approved at 12/10/2019 meeting

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approval of Service Agreement changes with US Digital Design for Station Alerting System.

BACKGROUND:

See agenda cover sheet for Item 12b from December 10, 2018, City Council meeting.

ATTACHMENTS:

- 1 Service Agreement--redlined
- 2 Service Agreement--clean copy
- 3 Agenda Cover Sheet from 12/10/18

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:



LEGAL APPROVAL:



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

126  
12.10.18

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 station alerting system.

SYNOPSIS:

Bellevue and Papillion will be installing a station alerting system that works with the shared Sarpy, Douglas CAD system and Omaha Fire's backbone for station alerting.

FISCAL IMPACT:

Budgeted \$248,495.30

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

We have a budget of \$260,000.00 for this project.

RECOMMENDATION:

Approve purchase.

BACKGROUND:

In 2010 when we started a paid 24 hour response service from the stations, Bellevue communications made an improvised system. The new station alerting system will allow faster dispatch times when using automatic mutual aid with both Omaha and Papillion.. US Digital Systems was selected by Omaha Fire to be able to deliver dispatch to multiple stations simultaneously so Bellevue and Papillion will join the Omaha system to improve our dispatches. The new dispatching has many features that are improvised system does not, such as the ability to open doors for mutual aid departments filling in at peak dispatch times, the ability to dispatch simultaneously and specific to each room, rather than alerting the entire station. display the address as it is being dispatched and the ability to interact with smart phones.

ATTACHMENTS:

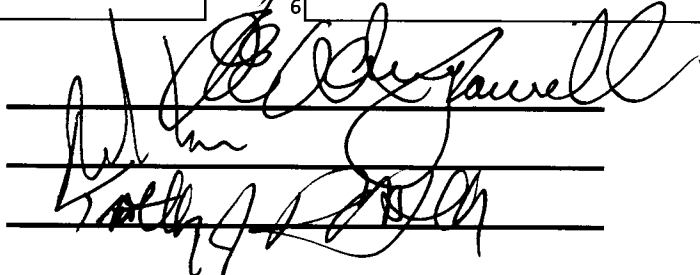
1	Bid	4	
2	Bellevue pricing	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



"Red-lined"

## Service Agreement For Fire Station Alerting System

This Service Agreement ("Agreement") is made by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the City of Bellevue, Nebraska a municipal corporation ("Customer") (collectively, the "Parties"). This Agreement shall become effective upon the date this Agreement is signed by both Parties (the "Effective Date"). In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement:

1. **Purpose.** Customer acquired its System (as defined below) from RACOM Corporation ("Racom") as an authorized Reseller of the System. The Customer will require software maintenance and hardware repair services for the System after expiration of the Warranty Period. USDD, as the manufacturer of the System, is the only entity able to provide the required software and hardware repairs. USDD has agreed to provide software maintenance and hardware repair services for its USDD fire station alerting system. USDD has agreed to service for the Customer's System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

a. "Additional Services" shall have the meaning set forth in Section 7, below;

b. "Application" or "App" shall mean the Phoenix G2 FSA Mobile Application for iOS and Android mobile devices;

c. "Commencement Date" shall be the date the Warranty Period ends for the as described in the New System Warranty attached to Customer's purchase agreement for the System;

d. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;

e. "Emergency Support" means telephone access for Customer's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.

f. "Mission Critical Failure" means a failure in the materials, workmanship, or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided

however, that any such failure caused by operator error, internet, or telephone service outages, misuse, or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.

g. "Services" shall have the meaning set forth in Section 3, below;

h. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to Customer by USDD;

i. "System" means all Hardware and Software purchased by Customer either directly from USDD or an authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system within its service area, provided however, that the term "System" specifically excludes any components, hardware or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;

**Comment [M1]:** Inclined to delete this phrase – doesn't add anything to the agreement and would give impression there are restricted service areas – not the case.

a-j. "Term" means the period of time during with this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. **Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

a. ~~Free-t~~ Technical phone support Monday through Friday from 08:00 to 17:30 MST (09:00 to 18:30 CST), excluding USDD holidays;

b. ~~Free-r~~ Remote access support Monday through Friday from 08:00 to 17:300 MST (09:00 to 18:30 CST), excluding USDD holidays;

c. ~~Free~~ Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;

d. ~~Free-U~~ Updates for all System Software, as and when released by USDD;

e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the Mobile Application End User's Agreement that must be accepted by each user at the time the App software is downloaded.



f. ~~Free-r~~Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and

a-g. ~~Free-g~~Ground shipping for the return of repaired Hardware.

4. **Hardware Repairs.** If a Hardware component requires a repair and a valid claim is made during the Term, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. USDD will reasonably determine whether each claim made by customer is valid. In such cases where USDD has determined that a claim is invalid and not covered herein, USDD shall provide such determination in writing and provide all information, including any useful pictures, used to make such determination to the Customer within three (3) business days after making such determination. The Customer shall have an opportunity to review such determination and provide reasons for USDD to reconsider such determination within three (3) business days after receiving the determination in writing from USDD. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

5. **Claims.** Prior to requesting Services, Customer is encouraged to review USDD's online help resources. To make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. Contacts must occur during the Term in order for any such valid claims to be covered under the provisions of this Agreement. Valid claims made prior to the expiration of the Term but not yet fixed or resolved by the end of the Term shall be covered under the full provisions of this Agreement. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

6. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's intentional misuse or neglect of the System, damage arising from Customer's intentional failure to follow instructions relating to the product's use, cosmetic damage, including by not limited to scratches, dents, and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative or an

individual following USDD's instructions or online help resources, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the permission of USDD, use with unauthorized non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly of re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any.

7. **Additional Services.** Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then-current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. USDD shall provide written notice to Customer within five (5) business days following any increases to USDD's current rates. Customer shall be aware of USDD's current rates at all times during the term of this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 10% per annum.

8. **Customer Facilitation of Services.** In order to facilitate USDD's delivery of the Services, Customer will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The Customer will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. The Customer may replace the person serving as its System Administrator and shall provide written notice to USDD of such replacement. Without limiting the foregoing, Customer will be responsible for the following:

- a. The provision of VPN or other means using SSH protocols for remote access to the System for remote access support;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing

**Comment [M2]:** USDD will periodically provide notice in writing to Customer when equipment-critical Hardware parts impacting Customer's specific products become obsolete as such determination is made by either the product manufacturer or by USDD. In such cases where USDD has determined that Hardware is obsolete or irreparable, USDD shall provide such determination in writing and provide all information, including any useful pictures, used to make such determination to the Customer within three (3) business days after making such determination. The Customer shall have an opportunity to review such determination and provide reasons for USDD to reconsider such determination within three (3) business days after receiving the determination in writing from USDD.

Deleted the above as this language is not necessary. If a product used by Customer is determined to be obsolete, and a service claim is made on such obsolete product, the Customer will receive the most current version of such product that meets or exceeds the functionality of the obsolete product.

**Comment [M3]:** USDD standard payment terms are net 30 days



and functionality of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc.;

- e. The correct use of the System in accordance with USDD's operating instructions; and
- f. The security and integrity of the System.

9. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, ~~at each anniversary of the Commencement Date this Agreement shall be automatically renewed for an additional year~~ Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other Party at least thirty (30) days prior to the expiration of the Initial Term or any Additional Term. USDD or Customer may terminate this Agreement for any breach hereof upon 30-days written notice. The notice shall specify the nature of the breach. If Customer or USDD, as applicable, fails to cure the breach within thirty (30) days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement upon non-payment of any sum due to Racom or USDD from Customer under this Agreement ~~or any other contract~~ following at least sixty (60) thirty (30) consecutive days of non-payment. Upon termination of this Agreement, all sums previously paid to Racom or USDD hereunder shall be nonrefundable.

10. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay USDD-Racom an annual fee in advance for the Services to be delivered hereunder ("Annual Fee"). The Annual Fee shall be the product of the total cumulative sales price (based upon USDD's direct pricing at the time of purchase) of all Hardware, Software, and Services-other tangible goods or equipment provided by USDD (directly or via Racom) -to Customer at any time under any circumstances ("Base Amount"), multiplied by .0509. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services-other tangible goods or equipment purchased in the future. Prior to each Due Date, Racom shall contact USDD to calculate the Base Amount and determine the Annual Fee. Racom shall be responsible for invoicing Customer therefor 45 days prior to the subject Due Date. USDD may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 thirty (30) days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or thirty (30) days after the date of the invoice, whichever is later. Racom shall remit payment to USDD in accordance with the terms of its Reseller's Agreement with USDD. Invoices remaining unpaid shall bear interest at 10% per annum. Annual Fees are nonrefundable.

11. **Limited Warranty.** USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware

**Comment [M4]:** .09 is the amount that has been provided in our Quotes and is the lowest available to USDD Customers.

**Comment [M5]:** however, USDD agrees to provide written notice to Customer within five (5) business days following any increases to USDD's current Software, Hardware, and Services. Customer shall be aware of USDD's current rates at all times during the term of this Agreement.

This language is being deleted – the multiplier to determine the Annual Fee is locked in for each Term of the Agreement for a total of five years. The only change in the Annual Fee would be if additional products are purchased (in which case the City will be aware of this as the Quote for new purchases includes the cost of the service and support for such products) or products retired from the System.

At the end of the five year period, a new Service Agreement would be entered into if the City wishes to continue support, and any adjustments will be reflected in the new Agreement.



subject to repair hereunder will be repaired to good working order in accordance with the terms of this Agreement. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as reasonably determined by USDD. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BY NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

**Comment [M6]:** This language should be sufficient -- We need it clear that no reseller or other agent of USDD as any authority to modify our warranty – even in writing.

12. **Forum Selection and Personal Jurisdiction.** Any lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the state or county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as appropriate. Accordingly, the Parties also agree to exclusive personal jurisdiction in said state and county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as applicable.

13. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission, or failure arises from any cause beyond its control due to acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes, or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

14. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine, or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

15. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

16. **Governing Law; Parties in Interest.** The Parties to this Agreement shall conform to all applicable federal laws, state statutes, and City ordinances and regulations. Any disputes arising from this Agreement will be governed solely and exclusively according to the laws of the State of Nebraska without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties.

17. **Execution of Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.

18. **Entire Agreement and Modifications in Writing.** This Agreement contains the entire understanding between the Parties, and supersedes any prior understandings or written or oral agreements between or among the Parties with respect to the subject matter hereof. This Agreement may not be modified, amended, altered, or changed except by a written agreement executed by both Parties.

19. **Joint Effort.** This Agreement has been drafted through the joint efforts of the Parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

20. **Severability.** In the event any part, provision, or term of this Agreement is deemed to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such illegal, invalid, or unenforceable part, provision, or term had not been contained herein.

21. **Images and Testimonials.** During the term of this Service Agreement, Customer agrees that USDD may take, make, or obtain images, pictures, photographs,



commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered but only with the express written permission of Customer (collectively "Images"). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "Testimonials").

**22. Notices.** All notices and other documents of similar legal import from either of the Parties hereto to the other shall be in writing and considered to have been duly given or served if personally delivered or sent by first class certified mail, return receipt requested and addressed as set forth below, or to such other address as such party may hereafter designate by written notice to the other party.

To USDD: US Digital Designs, Inc.  
1835 East Sixth Street, Suite #27  
Tempe, AZ 85281

To Customer: City of Bellevue, Nebraska  
Attn: City Clerk  
1500 Wall Street  
Bellevue, NE 68005

Customer Contact Person (for non-legal notices):  
Assistant Chief Steve Betts  
(402) 293-3153 (office phone)  
[steve.betts@bellevue.net](mailto:steve.betts@bellevue.net) (e-mail address)

**23. Assignability.** The Parties agree that all rights and obligations created or imposed by this Agreement are personal to the Parties and that neither this Agreement nor any rights or obligations hereunder may be assigned, transferred, or subcontracted by any Party without the prior express written consent of the other Party. Violation of this provision shall be deemed a material breach of this Agreement.

**24. Nondiscrimination Clause.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, neither Party nor any of its subcontractors or agents shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

**25. No Conflict of Interest.** The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the Parties, any fee, commissions, percentage, brokerage

fees, gifts or other consideration, contingent upon or resulting from the award or making of this Agreement.

**26. Agreement Binding.** The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties to this Agreement and all their respective representatives, successors, assigns, heirs, and estates.

**27. Disputes.** Prior to filing any legal action, the Parties agree that they shall first make reasonable efforts to resolve any disputes in a professional and respectful manner.

**28. Indemnification.** USDD shall release, indemnify, and hold harmless Customer and said Customer's officers, officials, employees, and agents, and each of them, from and against all losses, damages, liabilities, claims, costs, and expenses whatsoever arising out of or resulting from the negligence, acts, or omissions of USDD, or the officers, officials, employees, agents, or contractors of USDD. Such indemnification shall survive the termination of this Agreement.

**29. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**30. No Services Physically Performed in Nebraska.** The Parties acknowledge that no services shall be physically performed pursuant to this Agreement within the State of Nebraska.

**31. Representatives and Authorization.** The undersigned representatives of the Parties hereby represent and warrant that they have the authority to bind their respective Parties that they represent and that the execution, delivery, and performance by the Parties under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which they are a party. Additionally, the Parties declare that they have taken all steps that are necessary to authorize this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

City of Bellevue, Nebraska:

US Digital Designs, Inc.:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rusty Hike

Name: Dominic Magnoni

Its: Mayor \_\_\_\_\_

Its: Vice President \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Although not a Party to this Agreement, ~~RACOM Corporation~~ Racom hereby acknowledges receipt of a signed copy of the Service Agreement for Fire Alerting System between US Digital Designs, Inc. and City of Papillion, Nebraska, and agrees to the terms and conditions for the invoicing and collection of the Annual Fees as described herein:

RACOM Corporation:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Service Agreement**  
**For Fire Station Alerting System**

This Service Agreement ("Agreement") is made by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the City of Bellevue, Nebraska, a municipal corporation ("Customer") (collectively, the "Parties"). This Agreement shall become effective upon the date this Agreement is signed by both Parties (the "Effective Date"). In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement:

1. **Purpose.** Customer acquired its System (as defined below) from RACOM Corporation ("Racom") as an authorized Reseller of the System. The Customer will require software maintenance and hardware repair services for the System after expiration of the Warranty Period. USDD, as the manufacturer of the System, is the only entity able to provide the required software and hardware repair. USDD has agreed to provide software maintenance and hardware repair services for the Customer's System pursuant to the terms, conditions, and limitations of this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Additional Services" shall have the meaning set forth in Section 7, below;
- b. "Application" or "App" shall mean the *Phoenix G2 FSA Mobile Application for iOS and Android mobile devices*;
- c. "Commencement Date" shall be the date the Warranty Period ends as described in the New System Warranty attached to Customer's purchase agreement for the System;
- d. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. "Emergency Support" means telephone access for Customer's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.
- f. "Mission Critical Failure" means a failure in the materials, workmanship, or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet, or telephone

service outages, misuse, or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.

- g. "Services" shall have the meaning set forth in Section 3, below;
- h. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to Customer by USDD;
- i. "System" means all Hardware and Software purchased by Customer either directly from USDD or an authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system within its service area, provided however, that the term "System" specifically excludes any components, hardware or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;
- j. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. **Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST (09:00 to 18:30 CST), excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST (09:00 to 18:30 CST), excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the App software is downloaded.

f. Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and

g. Ground shipping for the return of repaired Hardware.

4. **Hardware Repairs.** If a Hardware component requires a repair and a valid claim is made during the Term, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. USDD will reasonably determine whether each claim made by customer is valid. In such cases where USDD has determined that a claim is invalid and not covered herein, USDD shall provide such determination in writing and provide all information, including any useful pictures, used to make such determination to the Customer within three (3) business days after making such determination. The Customer shall have an opportunity to review such determination and provide reasons for USDD to reconsider such determination within three (3) business days after receiving the determination in writing from USDD. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

5. **Claims.** Prior to requesting Services, Customer is encouraged to review USDD's online help resources. To make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. Contacts must occur during the Term in order for any such valid claims to be covered under the provisions of this Agreement. Valid claims made prior to the expiration of the Term but not yet fixed or resolved by the end of the Term shall be covered under the full provisions of this Agreement. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

6. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's intentional misuse or neglect of the System, damage arising from Customer's intentional failure to follow instructions relating to the product's use, cosmetic damage, including by not limited to scratches, dents, and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative or an individual following USDD's instructions or online help resources, failure of



environmental controls or improper environmental conditions, modification to alter functionality or capability without the permission of USDD, use with unauthorized non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any.

7. **Additional Services.** Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then- current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. USDD shall provide written notice to Customer following any increases to USDD's current rates. Customer shall be aware of USDD's current rates at all times during the term of this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 10% per annum.

8. **Customer Facilitation of Services.** In order to facilitate USDD's delivery of the Services, Customer will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The Customer will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. The Customer may replace the person serving as its System Administrator and shall provide written notice to USDD of such replacement. Without limiting the foregoing, Customer will be responsible for the following:

- a. The provision of VPN using SSH protocols for remote access to the System for remote access support;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc.;

- e. The correct use of the System in accordance with USDD's operating instructions; and
- f. The security and integrity of the System.

9. **Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other Party at least thirty (30) days prior to the expiration of the Initial Term or any Additional Term. USDD or Customer may terminate this Agreement for any breach hereof upon 30-days written notice. The notice shall specify the nature of the breach. If Customer or USDD, as applicable, fails to cure the breach within thirty (30) days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement upon non-payment of any sum due to Racom or USDD from Customer under this Agreement following at least thirty (30) consecutive days of non-payment. Upon termination of this Agreement, all sums previously paid to Racom or USDD hereunder shall be nonrefundable.

10. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay Racom an annual fee in advance for the Services to be delivered hereunder ("Annual Fee"). The Annual Fee shall be the product of the total cumulative sales price (based upon USDD's direct pricing at the time of purchase) of all Hardware, Software, and other tangible goods or equipment provided by USDD (directly or via Racom) to Customer at any time under any circumstances ("Base Amount"), multiplied by .09. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and other tangible goods or equipment purchased in the future; prior to each Due Date, Racom shall contact USDD to calculate the Base Amount and determine the Annual Fee. Racom shall be responsible for invoicing Customer therefor 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or thirty (30) days after the date of the invoice, whichever is later. Racom shall remit payment to USDD in accordance with the terms of its Reseller's Agreement with USDD. Invoices remaining unpaid shall bear interest at 10% per annum. Annual Fees are nonrefundable.

11. **Limited Warranty.** USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order in accordance with the terms of this Agreement. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY



**OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as reasonably determined by USDD. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BY NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

12. **Forum Selection and Personal Jurisdiction.** Any lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the state or county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as appropriate. Accordingly, the Parties also agree to exclusive personal jurisdiction in said state and county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as applicable.

13. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission, or failure arises from any cause beyond its control due to acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes, or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

14. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine, or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

15. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

16. **Governing Law; Parties in Interest.** The Parties to this Agreement shall conform to all applicable federal laws, state statutes, and City ordinances and regulations. Any disputes arising from this Agreement will be governed solely and exclusively according to the laws of the State of Nebraska without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties.

17. **Execution of Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.

18. **Entire Agreement and Modifications in Writing.** This Agreement contains the entire understanding between the Parties, and supersedes any prior understandings or written or oral agreements between or among the Parties with respect to the subject matter hereof. This Agreement may not be modified, amended, altered, or changed except by a written agreement executed by both Parties.

19. **Joint Effort.** This Agreement has been drafted through the joint efforts of the Parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

20. **Severability.** In the event any part, provision, or term of this Agreement is deemed to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such illegal, invalid, or unenforceable part, provision, or term had not been contained herein.

21. **Images and Testimonials.** During the term of this Service Agreement, Customer agrees that USDD may take, make, or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered but only with the express written permission of Customer (collectively "Images"). In addition, USDD may request Customer to provide

testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "Testimonials").

22. **Notices.** All notices and other documents of similar legal import from either of the Parties hereto to the other shall be in writing and considered to have been duly given or served if personally delivered or sent by first class certified mail, return receipt requested and addressed as set forth below, or to such other address as such party may hereafter designate by written notice to the other party.

To USDD:                   US Digital Designs, Inc.  
1835 East Sixth Street, Suite #27  
Tempe, AZ 85281

To Customer:           City of Bellevue, Nebraska  
Attn: City Clerk  
1500 Wall Street  
Bellevue, NE 68005

Customer Contact Person (for non-legal notices):  
Assistant Chief Steve Betts  
(402) 293-3153 (office phone)  
steve.betts@bellevue.net (e-mail address)

23. **Assignability.** The Parties agree that all rights and obligations created or imposed by this Agreement are personal to the Parties and that neither this Agreement nor any rights or obligations hereunder may be assigned, transferred, or subcontracted by any Party without the prior express written consent of the other Party. Violation of this provision shall be deemed a material breach of this Agreement.

24. **Nondiscrimination Clause.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, neither Party nor any of its subcontractors or agents shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

25. **No Conflict of Interest.** The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the Parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this Agreement.

26. **Agreement Binding.** The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties to this Agreement and all their respective representatives, successors, assigns, heirs, and estates.

27. **Disputes.** Prior to filing any legal action, the Parties agree that they shall first make reasonable efforts to resolve any disputes in a professional and respectful manner.

28. **Indemnification.** USDD shall release, indemnify, and hold harmless Customer and said Customer's officers, officials, employees, and agents, and each of them, from and against all losses, damages, liabilities, claims, costs, and expenses whatsoever arising out of or resulting from the negligence, acts, or omissions of USDD, or the officers, officials, employees, agents, or contractors of USDD. Such indemnification shall survive the termination of this Agreement.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

30. **No Services Physically Performed in Nebraska.** The Parties acknowledge that no services shall be physically performed pursuant to this Agreement within the State of Nebraska.

31. **Representatives and Authorization.** The undersigned representatives of the Parties hereby represent and warrant that they have the authority to bind their respective Parties that they represent and that the execution, delivery, and performance by the Parties under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which they are a party. Additionally, the Parties declare that they have taken all steps that are necessary to authorize this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

City of Bellevue, Nebraska:

US Digital Designs, Inc.:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rusty Hike

Name: Dominic Magnoni

Its: Mayor

Its: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Although not a Party to this Agreement, Racom hereby acknowledges receipt of a signed copy of the Service Agreement for Fire Alerting System between US Digital Designs, Inc. and City of Papillion, Nebraska, and agrees to the terms and conditions for the invoicing and collection of the Annual Fees as described herein:

RACOM Corporation:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

152  
1-14-19

COUNCIL MEETING DATE:	1/14/2019	AGENDA ITEM TYPE:
		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"/>

SUBMITTED BY:	
Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services	

SUBJECT:

Permanent Easement

SYNOPSIS:

Request approval of a permanent easement over part of Lot 194 and Lot 195, Fontenelle Subdivision, more particularly described in Attachment "A", for the purpose of accessing, inspecting, repairing, and maintaining sanitary sewer connections that exist on the property.

FISCAL IMPACT:

\$8,112.00

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Request approval of a permanent easement over part of Lot 194 and Lot 195, Fontenelle Subdivision, more particularly described in Attachment "A", for the purpose of accessing, inspecting, repairing, and maintaining sanitary sewer connections that exist on the property.

BACKGROUND:

The City requested a permanent easement from Timothy A. Curtis and Jill M. Munson over part of Lot 194 and Lot 195, Fontenelle Subdivision, more particularly described in Attachment "A", for the purpose of accessing, inspecting, repairing, and maintaining sanitary sewer connections that exist on the property.

ATTACHMENTS:

1 Permanent Easement

2

3

4

5

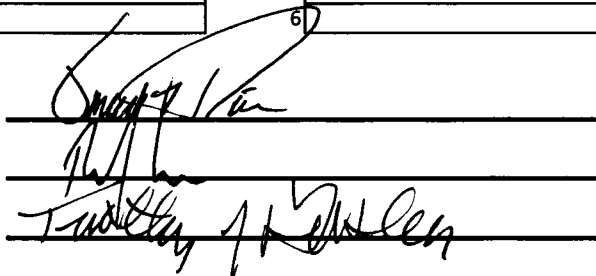
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



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(Space above line for recording information)

## PERMANENT EASEMENT

THIS PERMANENT EASEMENT (this "Easement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2017, by TIMOTHY A. CURTIS and JILL M. MUNSON (the "Grantor"), and THE CITY OF BELLEVUE, NEBRASKA, a Nebraska municipal corporation (together with its agents, contractors, and licensees, "Grantee").

## PRELIMINARY STATEMENTS

Grantor is the fee simple owner of the real property legally described in Exhibit A attached hereto and incorporated herein (the "Grantor's Property"). The Grantee is a City of the First Class of the State of Nebraska.

Subject to the terms and conditions hereinafter set forth, Grantor desires to grant a permanent non-exclusive easement to Grantee and Grantee's employees, agents, contractors, mortgagees and invitees, for ingress and egress to, upon, over, across and through that portion of Grantor's Property, as depicted and legally described on Exhibit A attached hereto (the "Easement Area"), for the purposes of accessing, inspecting, repairing, and maintaining sanitary sewer connections that exist on Grantor's Property.

## AGREEMENT

For and in consideration of Eight Thousand One Hundred Twelve Dollars (\$8,112.00), as complete satisfaction for any claim for damages Grantor may have had against Grantee prior to this Easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the parties hereto agree as follows:

1. **Grant of Permanent Access Easement.** Grantor hereby grants to Grantee a permanent non-exclusive easement to Grantee and Grantee's employees, agents, contractors, mortgagees and invitees, for ingress and egress to, upon, over, across and through that portion of Grantor's Property, as depicted and legally described on Exhibit A attached hereto (the "Easement Area"), for the purposes of accessing, inspecting, repairing, and maintaining sanitary sewer connections.

2. **Maintenance; Rights of Grantor and Grantee.** Grantee shall restore the Easement Area, to the extent practical, to its condition existing prior to any use by Grantee, including, without limitation, leveling the surface and reseeding the grass or repaving the Easement Area. Grantor reserves and retains for itself, and its successors and assigns, the right to landscape and/or otherwise improve the Easement Area, provided the rights of the Grantee are not unreasonably interfered with, and furthermore reserves to itself, its agents and representatives, and its successors and assigns the rights of ingress and egress to, upon, over, through and across the Easement Area for all purposes to the extent the Grantee's rights are not unreasonably interfered with. The rights of the Grantee hereunder shall be exercised in such a way that the Grantor, its successors, assigns and designees are not unreasonably interfered with.

3. **Improvements.** No buildings, improvements or other structures shall be placed upon within the Easement Area at any time by Grantor, and no dirt, fill or fill material shall be placed upon the Easement Area by Grantor at any time without the prior written consent of Grantee, which consent shall not unreasonably be withheld or delayed.

4. **Indemnification.** Grantee (the "Indemnitor") hereby indemnifies Grantor and its respective trustees, officers, employees, agents, consultants, representatives, successors, transferees and assigns (collectively, the "Indemnitee"), by counsel reasonably acceptable to Indemnitee, against all claims, liabilities, losses, costs, expenses (including all attorney's fees, costs and expenses related thereto) and damages incurred by the Grantor in connection with, related to or in any manner arising from (i) the use and other activities performed within the Easement Area by Indemnitor pursuant to the terms of this Easement, (ii) Indemnitor's exercise the rights and obligations granted herein or (iii) the breach by Indemnitor of its obligations hereunder, including but not limited to Indemnitor's failure to maintain the

Easement Area pursuant to the terms of this Easement. The indemnification obligations set forth in this Section are (a) independent of and will not be limited by damages or benefits payable under workers compensation or other statute, and (b) not diminished or limited in any way by any insurance carried by the Grantor, which shall in all cases function in excess of these indemnification obligations.

5. **Relocation Rights.** The Grantor shall have the right to relocate the Easement Area to another location within Grantor's Property, which location shall be acceptable to the Grantee, in the Grantee's reasonable judgment, provided that the Grantor pays all costs incident to such relocation, and Grantee's use of the Easement Area is not unreasonably interrupted, nor diminished in quality or capacity. The Grantor shall commence the performance of such relocation within a reasonable period of time subsequent to an agreement of the parties regarding the relocation. Such "reasonable period" shall take into consideration factors such as weather conditions, manpower and emergency situations. In the event the Easement Area is relocated, the parties agree to execute all documents necessary to evidence the Grantee's relocated easement rights.

6. **Binding Upon Property.** The easement rights and obligations created pursuant to the terms of this Easement shall run with and be binding upon the Grantor's Property, including future subdivisions and/or reconfigurations of such properties, and shall be binding on all persons and entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner, employee or invitee thereof.

7. **No Third-Party Beneficiaries.** Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

8. **Title.** Grantor confirms to Grantee that Grantor is seized in fee of the Grantor's Property, and that it has the right to grant and convey the easement and rights granted herein, and that it will warrant and defend such easement and rights to Grantee against the lawful claims and demands of all persons.

9. **Counterparts.** This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

10. **Estoppel.** Either party shall deliver to the other party, within twenty (20) days after request therefore, a written statement setting forth that, to the best of such party's knowledge, the requesting party is not in default in the performance of any of its obligations under this Easement or, if in default, setting forth the nature of such default, and such other matters as may be reasonably requested.

11. **Savings Clause.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Easement herein contained, as the case may be, shall not render the remainder of the Easement invalid, nor any other part therein contained.

12. **Amendment, Modification, Notice.**

(a) This Easement may only be amended by the written consent and agreement of Grantor and Grantee, or their respective successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds for Sarpy County, Nebraska.

(b) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of Grantor and Grantee are as follows:

GRANTOR: Timothy A. Curtis and Jill M. Munson  
502 Edgewood Court  
Bellevue, NE 68005

GRANTEE: City of Bellevue  
Attn: Public Works Director  
1510 Wall St.  
Bellevue, NE 68005

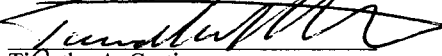
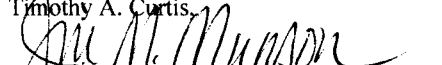
13. **Indexing of this Easement.** This Easement shall be recorded and indexed against Grantor's Property.

*[Signatures on following pages]*



IN WITNESS WHEREOF, Grantor and Grantee have caused the authorized execution hereof, the day and year first above written.

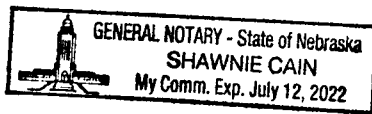
GRANTOR:

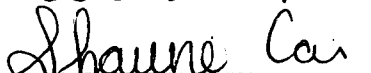
  
Timothy A. Curtis  
  
Jill M. Munson

State of Nebraska )  
 ) ss.  
County of Sarpy )

Before me, a Notary Public qualified for said County personally came TIMOTHY A. CURTIS and JILL M. MUNSON, known to me to be the identical persons who signed the foregoing Easement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on December 19 2018



  
Notary Public

GRANTEE:

CITY OF BELLEVUE

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
~~Rita Sanders~~, Mayor  
Rusty Hike

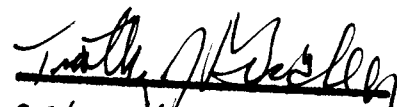
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rita Sanders and Sabrina Ohnmacht, Mayor and City Clerk, respectively, of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical persons whose names are affixed to the foregoing instrument who acknowledged the same to be their voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on \_\_\_\_\_ 2018.

\_\_\_\_\_  
Notary Public

**Approved as to form:**

  
City Attorney

Approved as to form:

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

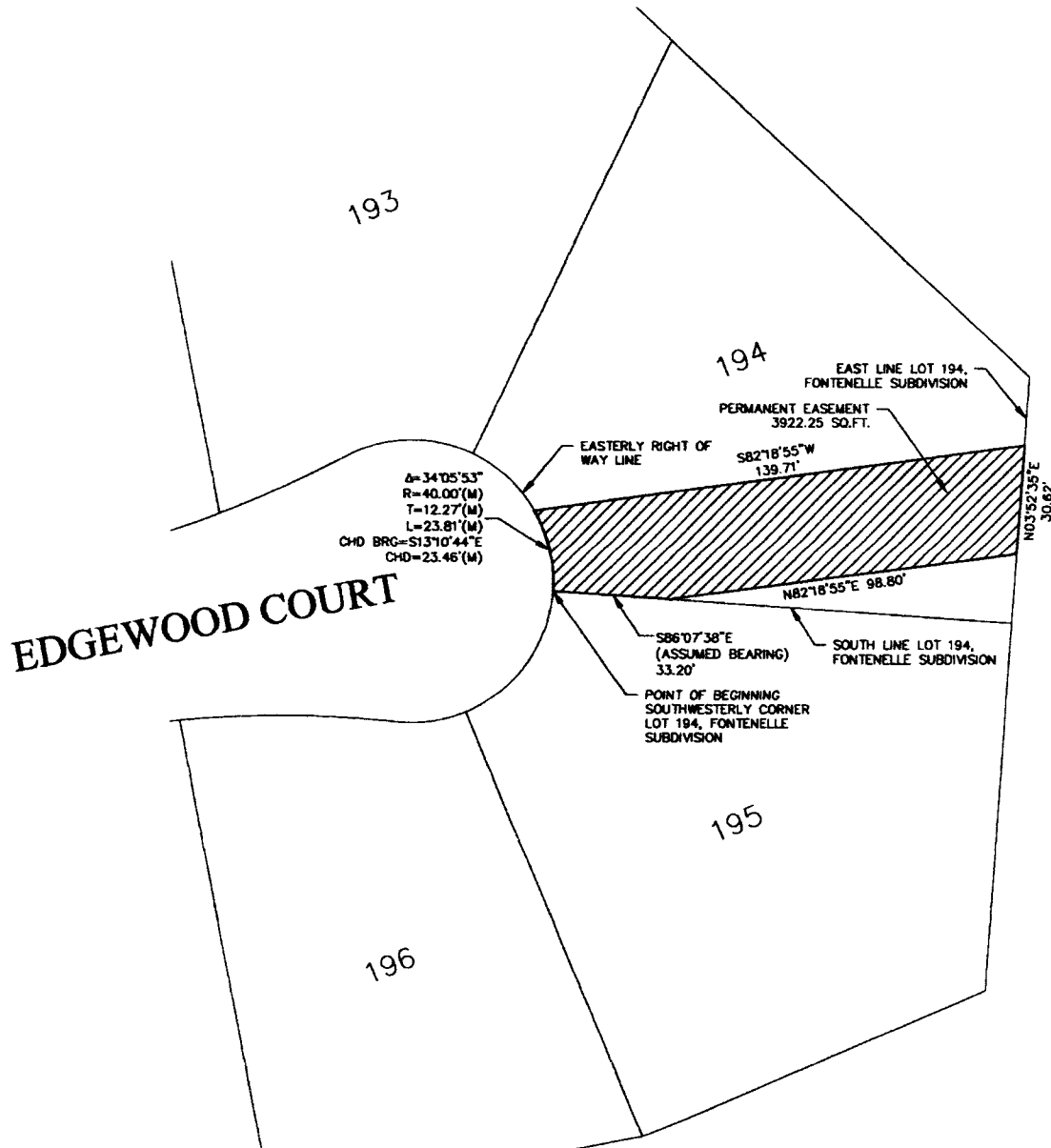
**EXHIBIT A**

A TRACT OF LAND LOCATED IN LOT 194, FONTENELLE SUBDIVISION, CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 194 OF SAID FONTENELLE SUBDIVISION; THENCE S86°07'38"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 194, A DISTANCE OF 33.20 FEET; THENCE N82°18'55"E, A DISTANCE OF 98.80 FEET TO THE EAST LINE OF SAID LOT 194; THENCE N03°52'35"E ON SAID EAST LINE, A DISTANCE OF 30.62 FEET; THENCE S82°18'55"W, A DISTANCE OF 139.71 FEET TO A POINT OF CURVATURE AND THE EASTERLY RIGHT OF WAY LINE OF EDGEWOOD COURT; THENCE SOUTHEASTERLY ON SAID EASTERLY RIGHT OF WAY LINE, ON A 40.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.81 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS S13°10'44"E, 23.46 FEET, CONTAINING 3922 SQUARE FEET, MORE OR LESS.

AND

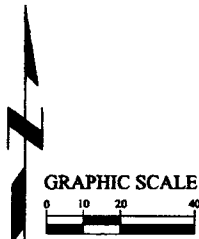
A TRACT OF LAND LOCATED IN LOT 195, FONTENELLE SUBDIVISION, CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 195 OF SAID FONTENELLE SUBDIVISION; THENCE S86°07'38"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 195, A DISTANCE OF 33.20 FEET; THENCE S82°18'55"W, A DISTANCE OF 34.51 FEET TO A POINT OF CURVATURE AND THE EASTERLY RIGHT OF WAY LINE OF EDGEWOOD COURT; THENCE NORTHERLY ON SAID EASTERLY RIGHT OF WAY LINE, ON A 40.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 6.95 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS N08°50'47"E, 6.94 FEET, CONTAINING 114 SQUARE FEET, MORE OR LESS.

# PERMANENT EASEMENT CITY OF BELLEVUE



## LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN LOT 194, FONTENELLE SUBDIVISION, CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 194 OF SAID FONTENELLE SUBDIVISION; THENCE S86°07'38\"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 194, A DISTANCE OF 33.20 FEET; THENCE N82°18'55\"E, A DISTANCE OF 98.80 FEET TO THE EAST LINE OF SAID LOT 194; THENCE N03°52'35\"E ON SAID EAST LINE, A DISTANCE OF 30.62 FEET; THENCE S82°18'55\"W, A DISTANCE OF 139.71 FEET TO A POINT OF CURVATURE AND THE EASTERLY RIGHT OF WAY LINE OF EDGEWOOD COURT; THENCE SOUTHEASTERLY ON SAID EASTERLY RIGHT OF WAY LINE, ON A 40.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.81 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS S13°10'44\"E, 23.46 FEET, CONTAINING 3922 SQUARE FEET, MORE OR LESS.



NOTE: ALL BEARINGS ARE ASSUMED.

## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

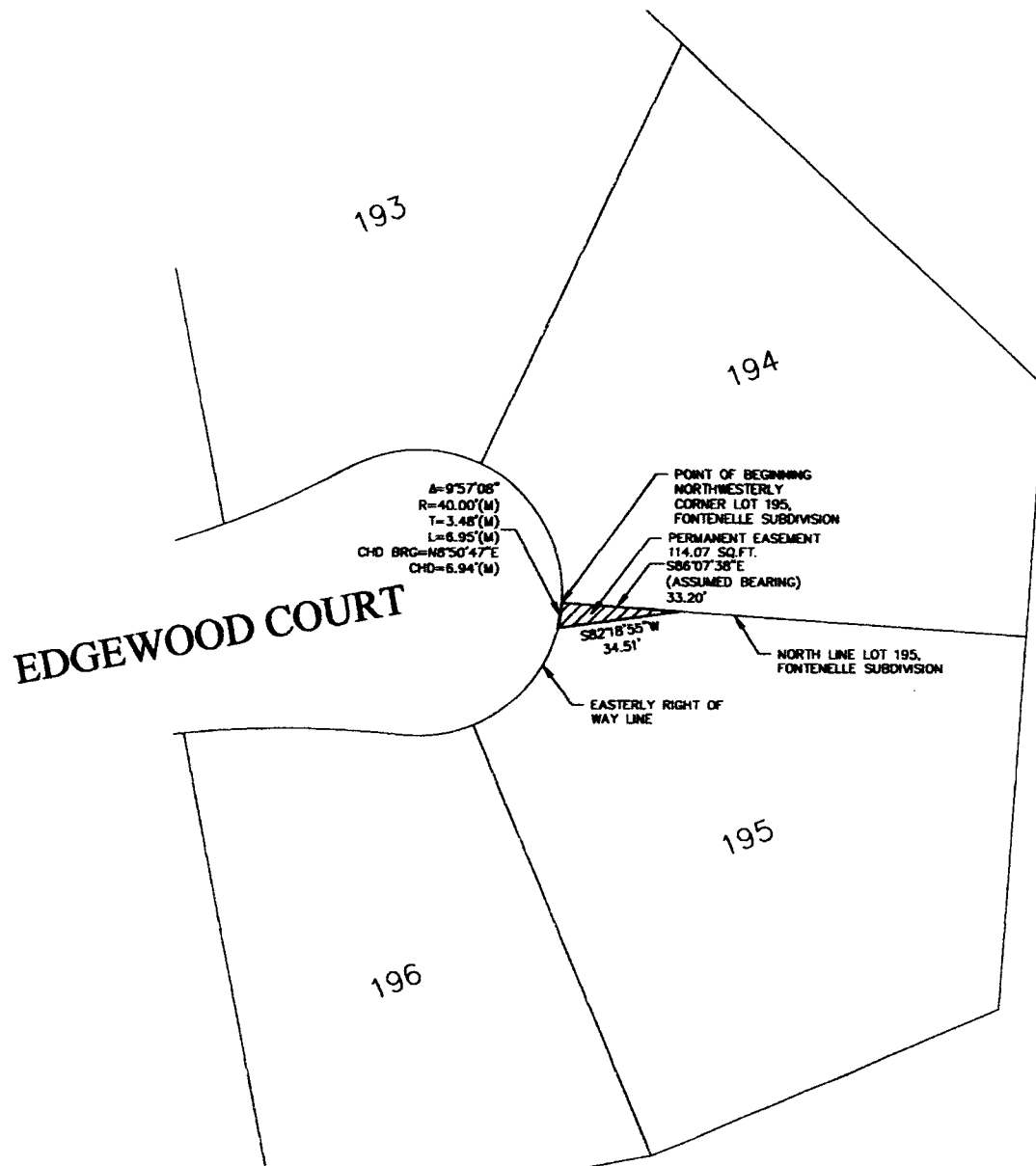
*Matthew A. Fouts* 10-26-17  
MATTHEW A. FOUTS, LS 778



DATE	10/26/2017
SCALE	1"= 40'
DRAWN	RMO
JOB NO.	R171414.00
FIELD BOOK	SARPY CO#9
FIELD WORK	KT/HH
SHEET	1 OF 1
FILE NO.	



**PERMANENT EASEMENT  
CITY OF BELLEVUE**



**LEGAL DESCRIPTION:**

A TRACT OF LAND LOCATED IN LOT 195, FONTENELLE SUBDIVISION, CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 195 OF SAID FONTENELLE SUBDIVISION; THENCE S86°07'38\"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 195, A DISTANCE OF 33.20 FEET; THENCE S82°18'55\"W, A DISTANCE OF 34.51 FEET TO A POINT OF CURVATURE AND THE EASTERLY RIGHT OF WAY LINE OF EDGEWOOD COURT; THENCE NORTHERLY ON SAID EASTERLY RIGHT OF WAY LINE, ON A 40.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 6.95 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS N08°50'47\"E, 6.94 FEET, CONTAINING 114 SQUARE FEET, MORE OR LESS.

**GRAPHIC SCALE**



**NOTE: ALL BEARINGS ARE ASSUMED.**

DATE	10/26/2017
SCALE	1\"= 40'
DRAWN	RMO
JOB NO.	R171414.00
FIELD BOOK	SARPY COM9
FIELD WORK	KT/HH
SHEET	1 OF 1
FILE NO.	



**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

*Matthew A. Fouts* 10-26-17  
MATTHEW A. FOUTS, LS 778



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15e  
1-14-19

COUNCIL MEETING DATE:	1/14/2019	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:

2018 Concrete Projects

SYNOPSIS:

Approval of a change order for the 2018 Concrete Projects.

FISCAL IMPACT:

\$155,523.28

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7010 Annual Street Maintenance Projects: M146(188A), Chandler Acres and M146 (207A), Betz Road

RECOMMENDATION:

Approve the project change order for the 2018 Concrete Project.

BACKGROUND:

The Projects were budgeted at \$2,709,000. The total cost of the Projects with change order(s) is \$2,570,015.75. The Projects come in under budget by \$138,984.25.

ATTACHMENTS:

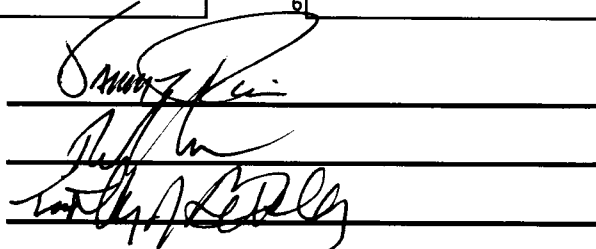
1	Change Order 1	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



## WORK CHANGE DIRECTIVE

No. 1

DATE OF ISSUANCE 01/14/2019

EFFECTIVE DATE 12/01/2018

OWNER

City of Bellevue

CONTRACTOR

Swain Construction

Contract:

May 29, 2018

Project:

2018 Concrete Projects

OWNER'S Contract No. N/A

ENGINEER'S Project No. BPW-180102

You are directed to proceed promptly with the following change(s):

Description: Perform concrete repairs as necessary to support future asphalt resurfacing, including additional work as directed by the City of Bellevue Public Works Inspector and/or Streets Superintendent.

Purpose of Work Change Directive: Purpose of change directive is to cover cost overruns necessary to complete the project. Additional work was required due to unforeseen circumstances involving concrete base repairs, grate inlet adjustments, retaining walls necessary for ADA ramp construction, and driveway approach reconstruction. Areas of additional work were as follows:

M146(188A)	Chandler Acres (Harrison St to Chandler Rd)	\$109,356.69
M146(207A)	Betz Road (Martinview Rd to Lloyd St)	<u>\$46,166.59</u>
		\$155,523.28

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in  
Contract Price:

☒ Unit Prices as bid and \$887.00 each for new Bid Item 1002.100, "Adjust Inlet to Grade".

☐ Lump Sum

☐ Cost of the Work \_\_\_\_\_

Estimated increase (~~decrease~~) in Contract  
Price: **\$155,523.28**

If the change involves an increase, the  
estimated amount is not to be exceeded  
without further authorization.

Estimated increase (decrease) in Contract  
Times:

Substantial Completion: 0 days;  
Ready for final payment:     days.

ISSUED TO:

Swain Construction Inc.

CONTRACTOR

RECOMMENDED AND AUTHORIZED:

City of Bellevue

OWNER

By:

By:

15f  
1-14-19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	1/14/2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		SPECIAL PRESENTATION
		LIQUOR LICENSE
		ORDINANCE
		PUBLIC HEARING
		RESOLUTION
		CURRENT BUSINESS
		OTHER (SEE CLERK)

SUBJECT:

Leawood Lift Station Abandonment Project

SYNOPSIS:

Approval of the low, responsive responsible bidder for the Leawood Lift Station Abandonment Project.

FISCAL IMPACT:

\$138,739.20 Plus potential City initiated Change Orders of up to 10% (\$13,873.92)

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

CIP WW19(2) \$150,000  
WW Fund

RECOMMENDATION:

Approve the low bid from Neuvirth Construction, Inc. not to exceed \$138,739.20 Plus up to 10% (\$13,873.92) for City initiated Changed Orders for the Leawood Lift Station Abandonment Project and approve the Mayor to sign the contract.

BACKGROUND:

This project is for the abandonment of the sanitary lift station located along 36th Street, north of Lynnwood Drive. The force main will be converted to a gravity fed sanitary sewer system. This needs to be completed before the start of the 36th Street widening project.

ATTACHMENTS:

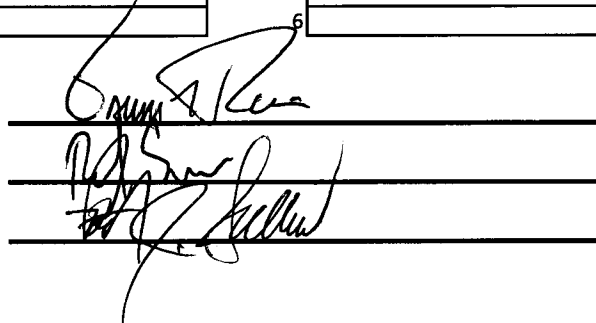
1	Bid Tab	4	
2	Contract	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





# BELLEVUE PUBLIC WORKS DEPARTMENT

**PROJECT: LEAWOOD LIFT STATION ABANDONMENT PROJECT**

**DATE:** January 7, 2019

**TIME:** 10:00 a.m.

[illegible]

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 14<sup>th</sup> day of January 2019 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Neuvirth Construction, Inc., a Nebraska Corporation ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **LEAWOOD LIFT STATION ABANDONMENT PROJECT** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date")

after receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One Hundred Thirty-Eight Thousand Seven Hundred Thirty-Nine Dollars and Twenty Cents (\$138,739.20) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. **Corrective Work.** Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. **Risk of Loss.** Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. **Contractor's Indemnity.** Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. **Termination for Default.** In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. **Survival of City's Rights.** All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
Public Works Department  
Attn: Jeff Roberts  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Patrick J. Sullivan  
Bellevue City Attorney  
1246 Golden Gate Drive, Ste. 1  
Papillion, NE 68046-2843  
Fax No.: (402) 339-0401

If to Contractor:

Frank Neuvirth, President  
Neuvirth Construction, Inc.  
7386 County Road P35  
Blair, NE 68128  
Phone No. (402) 455-2255

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.



v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify 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](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.


CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

**Approved as to form:**

  
\_\_\_\_\_  
City Attorney

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT “A”**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor’s equipment, plant, and all else necessary to complete **“LEAWOOD LIFT STATION ABANDONMENT PROJECT”**, as specified in the plans and specifications in the City’s request for proposals and Notice to Bidders.

## **EXHIBIT "B"**

### **COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT**

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.



## CITY OF BELLEVUE

OFFICE OF CITY ADMINISTRATOR

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

To: Mayor Hike, City Council President Cook and  
Members of the Bellevue City Council  
From: James L. Ristow, City Administrator  
Subject: Overview - Activities report

- Attended City Council Meeting
- Met with city Leadership team to review City Council meeting and discuss upcoming issues
- Attended LB 840 Committee meeting regarding potential prospect
- Attended Chamber ribbon cutting at Bellevue Travel
- Attended Offutt Advisory Council meeting
- Met with Ashley Decker
- Met with Jeff Roberts
- Attended Governor's Luncheon at Baxter Arena
- Met with Dan Welch law firm
- Attended Sarpy County United City meeting
- Met with Mike Christensen
- Met with Chris Shewchuk
- Met with Human Resources on regarding personnel issues
- Met with Chief Elbert
- Met with Chief Guido
- Met with Molly Miller and Pat Sullivan to review status of all activity
- Met with Planning Department in regards to Belle Lago South subdivision
- Met with Steven W. regarding IT issues
- Met with Rich Severson
- Met with Marcey Horton on requisition system
- Met with Sabrina Ohnmacht
- Met with Julie Dinville
- Met with Aaron Gurelsen regarding LB 840 grant
- Met with Molly Miller in reference to personnel issue
- Met with David Black
- Met with Cathey Rabbass
- Met with Council member Kathy Welch
- Met with Mike Christensen P & I

- Met with Jani Jennings and BP Officer regarding medical retirement
- Met with Council Members Preister and Shannon
- Attended Bridge Commission meeting
- Met with Council Members Cook, Stinson and Burns
- Phone conference with Chief Guido regarding Fontenelle Apt. fire
- Met with Rick Debault DC Retirement
- Met with Molly Miller and Chief Elbert regarding grievance
- Attended Right Start on Offutt AFB to brief incoming military members
- Met with outside legal counsel regarding in house counsel
- Meeting with Chief Guido and Offutt Fire department regarding District 1
- Met with Molly Miller regarding personnel issue
- Met with Burlington Group regarding economic development project
- Attended meeting at Sarpy County for Wastewater Agency Administration
- Attended Planning Department, Public Works and P&I meeting regarding citizen complaint
- Attended Chamber ribbon cutting at Ona Pinay Kitchen
- Attended Light Up Olde Towne meeting
- Met with H&B and Twin Creek Development regarding project
- Met with outside legal counsel regarding in house counsel
- Attended United Cities meeting of Mayors
- Met with John Hassett from Bellevue Keno
- Met with Captain Dargy on access control
- Met with Koley Jessen
- Met with Jeff Roberts regarding 36<sup>th</sup> Street road project
- Met with staff to review upcoming City Council agenda
- Met with Lynn Hinderaker for city vision of Olde Towne
- Met with Eugene Curtain
- Met with Pinnacle Bank and Jeff Wichmann on Hwy 34 development
- Met with Chris Shewchuk on annexation
- Attended Olde Towne redevelopment presentation
- Met with Planning department on Fox Creek Properties
- Met with Doug Bengston and Steve Johnson Tregaron Golf Course
- Met with SCEDC
- Met with BPOA, Chief Elbert and Molly Miller



*ju*



## City of Bellevue

### Personnel Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3019

## **Administrative Services Department Activity Report January 7, 2019**

### **Human Resources**

As per your request the following is a synopsis of the day to day activity performed by the HR Coordinator and Personnel Technician (on vacation during this time period):

#### **Record Management:**

Prep, Input and Record Payroll Changes for processing for December 14<sup>th</sup> and 28<sup>th</sup> payroll

Processed Address Changes – 3                      Name Change - 0

Travel & Training Requests Processed 10                      Narratives Received - 2

Recorded Performance Evaluations –5                      Verifications of Employment – 5

**Applicants/Recruitment:** Street -Traffic Sign & Signal Tech, Wastewater - Maintenance Worker, Parks - AEO I and Permits - Electrical Inspector

#### **Benefit Orientation/Employee Exits/Resignations:**

1 - Full Time Exit

2 – Full Time Benefit Orientation

0 - Promotion

0 – Return from Leave

0 – Transfer

2 –Leave of Absence

4 – Resignations/Terminations

#### **Benefit Administration:**

Conducting open enrollment for health, dental and vision.

COBRA Notices – 1

Retirement Enrollment/Rollovers - 1

Retirement Payout/Withdrawal - 2

Processed 457 Transfers/Enrollments/Changes - 4

Beneficiary Changes - 0

QDRO - 0

Processed New or changes to Principal Loan – 3

Open Enrollment for TASC 2019 input into Ulti Pro for 2019-year deductions

Reconcile Retiree Payments and notified the retirees of payment amounts due.

Review Variances on Benefits for Finance

Updating all files and data base with new amounts for voluntary life insurance and created new census for Met Life

Updating all files and data base with new Life and AD&D amounts due to increases last year and creating census for new billing.

Updating all files and data base with new LTD amounts and creating census for new billing 2019

Auditing all beneficiaries for retirement and life ongoing





## City of Bellevue

### Personnel Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3019

#### **Payroll Administration:**

Prep, E-Verify and Process New Hires - 3

Background Checks - 1

Medical Testing for New Employees - 0

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 - 2

#### **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

Prepare orientation packets & manuals for new employees.

Continuous auditing benefit deductions for new payroll software

#### **Training:**

**Civilian Retirement Committee:** Coordinating with DC Retirement Strategies schedules for training, 1 on 1 meetings and Civilian Committee Review Meetings.

#### **Human Resources Manager**

- Personnel issues – (4) matters
- Retirement file contribution corrections
- Employee training
- 1095-C final forms review
- W-2 review and finalization
- Finance audit tasks
- Budget/department positions analysis
- 2019 annual payroll calendar and system settings setup
- Payroll processing SOP creation/training
- Employee HRIS maintenance
- YE and quarter end payroll review and filing
- Payroll processing 12/28 payroll



## City of Bellevue

### Personnel Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3019

### **Payroll Specialist**

Pulling in all timesheets for all employees.

Usual payroll practices. All figuring of comp times and Admin leaves.

All FLSA figuring for the Fire Dept. 28 day cycle.

Submitting all checks for all the unions including, BPOA, CEA, BPMA, IAFF, BFD, Command Staff for Police Dept.

Submitting payments for Pre-Paid Legal and United Way.

All pension uploads to all Fire, Police and civilians retirement accounts.

Balancing payroll to Payroll Register.

Preparing the next payroll.

### **Human Services**

The following activities were undertaken by the *Human Service Program Specialist* for December 24- January 8th:

#### ***FINANCIAL ASSISTANCE***

*OPPD 4*

*Rent 3*

*MUD 0*

*BH 0*

*CR =3*

***TOTAL= 10***

***TOTAL NO SHOWS= 2***

#### ***FOOD PANTRY***

***TOTAL= 2***

#### ***MEETINGS***

*BMA...1/3*

*Senior Center Board Meeting...1/7*

#### ***TASKS***

*BMA Pantry Stats (Monthly)*

*Check FMLA Time Cards*

*Approval of HS Time Cards*

*Training*



## City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

January 9, 2019

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

The annual renewals of Tobacco Licenses, Occupational Tax stickers/vending machines, and Waste Hauler permits continue to come in.

Non-Class C Liquor License Renewal ads will be in the *Bellevue Leader* next week.

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 January 14, 2019

#### **ACCOUNTING AND FINANCE**

- Auditors on-site for FYE2018 Audit
- Continued answering questions for Audit
- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads / imported from Payroll System into General Ledger
- Reclass/Transferred expenses between departments; worked extensively with PW departments
- Monthly allocations to departments for fuel, fleet and postage, office supplies, janitorial supplies
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement
- Researched bills on minute record
- Paid bills online as approved/requested
- Processed credit card transactions and reconciled statements
- Accounts Payable Review
- Created Monthly Rescue Fee Report
- Filed monthly tax reports

#### **CDBG:**

- Prepared and distributed notification to 2018 CDBG subrecipients regarding pending agreement expirations and prepare draft amendments to agreements.
- Finalized close out CDBG Sidewalk and Curb Ramp Projects and update status in IDIS.
- Contacted Omaha HUD Rep with questions regarding the CDBG Timeliness Plan and any information to prepare for government shut down.
- Began draft of the 2019-2023 Consolidated Plan including downloading forms from IDIS and gathering all statistical data.
- Prepared power point and handouts for Consolidated Plan community meeting on January 17<sup>th</sup> and distribute notices to the CDBG mailing list.
- Researched available survey tools to prepare the 2019 CDBG Community Needs Survey, completed development of the survey, and distributed link.

## **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: 2 part-time
- Set up meeting to discuss liability policy on third party property damage
- Training: Webinar on Loss Control
- Conferred with legal, employees, and insurance carrier on liability claims
- Began work on the State of Nebraska, Self Insurance Annual Report
- Followed up on mold and water intrusion complaint in building that houses both street and the fabrication shop. Office in building has since been dismantled and construction will begin soon on a new office away from mold area
- Inspected Parks in Ward 1
- Delivered required PPE to various shops as needed
- Worked on ADA updates/transition plan for ADA committee
- Conducted all duties associated with surplus equipment auction
- Total surplus sales as of December 3, 2018: **\$333,475**

Respectfully submitted,

Rich Severson  
Finance Director, City of Bellevue



## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Bellevue Fire Department Council Report

Report Date 1/8/2019

### A. General Items:

- QA/QI
- Crews completed 62 Holiday inspections in December
- Station alerting meetings with Papillion and Sarpy 911
- Preparing January pre-incident plan inspections.
- Meeting with Parks Department on station repairs.
- Fire cars 5,6,8& 10 in for Ford recall inspection Tuesday
- The Sarpy County PET Meetings are now being incorporated into the Sarpy LEPC Meeting. We will be sending EMS Captain on duty to these meetings moving forward. A meeting is scheduled for tomorrow, Tuesday the 8<sup>th</sup>
- Working on end of year reporting

### B. Training:

- Completed ice rescue training for A, B and C shifts.
- EMS crew resource management training.
- Radio and Mobile Data Computer familiarization.

### C. Inspections:

- Bucky's underground tank inspection.
- Speedy underground tank inspection.
- Cornerstone Christian School remodel plan review.
- T-Mobile fire sprinkler plan review.
- Panera Bread fire sprinkler plan review

### D. Calls:

Fire – 88

Rescue - 187





## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

#### **E. Ambulance Billing**

##### **December 1-31, 2018**

\$ 174,730.50 has been billed out to insurance companies (222 insurance claims)  
<\$ 78,628.73 >approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$174,730.50)

=====

**\$ 96,101.77** is the anticipated, approximate net revenue from these insurance billings

##### **Deposited into Bank:**

**\$ 72,389.44** deposited into the bank December 1-31, 2018.

**1,460.48** in Credit/Debit card payments for December 1-31, 2018.

**\$ 73,849.92 TOTAL** December 1-31, 2018 rescue fee revenue

##### **Statement Billing:**

297 statements were mailed to patients for unpaid account balances.

These statements totaled \$ 161,534.25.

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.

#### **F. Manpower Report Staffing**

##### **Staffing Report from 12/3/2018 through 12/9/2018**

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E-31	3-Person
Wednesday	PM	Full	
Thursday	AM	E-1,21,31	3-Person
Thursday	PM	Full	
Friday	AM	E-1,31	3-Person
Friday	PM	Full	
Saturday	AM	E-1,21,31	3-Person
Saturday	PM	E-1,21,31,41	3-Person EMS Asst. OOS
Sunday	AM	E-1,21,31	3-Person
Sunday	PM	Full	

Staffing Report from 12/10/2018 through 12/16/2018





## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

Monday	AM	E-21,31,41	3-Person	
Monday	PM	Full		
Tuesday	AM	E-31	3-Person	
Tuesday	PM	E-1	3-Person	
Wednesday	AM	E-31	3-Person	
Wednesday	PM	Full		
Thursday	AM	E-1,31	3-Person	
Thursday	PM	E-21,41	3-Person	
Friday	AM	E-1	3-Person	
Friday	PM	Full		
Saturday	AM	E-41	3-Person	E-1, EMS Asst. OOS
Saturday	PM	E-1,21,31,41	3-Person	EMS Asst. OSS
Sunday	AM	E-1,21,31,41	3-Person	
Sunday	PM	Full		

#### Staffing Report from 12/17/2018 through 12/23/2018

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM			EMS Asst. OOS
Thursday	PM	Full		
Friday	AM	E-21,41	3-Person	
Friday	PM	E-21	3-Person	
Saturday	AM	E-1,21,41	3-Person	
Saturday	PM	E-21	3-Person	
Sunday	AM	E-31,41	3-Person	E-21, EMS Asst. OOS
Sunday	PM	E-1,21,31,41	3-Person	EMS Asst. OOS

#### Staffing Report from 12/24/2018 through 12/30/2018

Monday	AM	E-1	3-Person	
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## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

Monday	PM	E-1,21,31,41	3-Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E-41	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E-31	3-Person	
Friday	PM	Full		
Saturday	AM	E-1,21,31,41	3-Person	
Saturday	PM	E-21	3-Person	
Sunday	AM	E-1,21	3-Person	
Sunday	PM	Full		

#### Staffing Report from 12/31/2018 through 1/6/2019

Monday	AM	Full		
Monday	PM	E-1,21,31,41	3-Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E-31	3-Person	
Thursday	PM	Full		
Friday	AM	E-21	3-Person	
Friday	PM	E-41	3-Person	
Saturday	AM	E-21,31	3-Person	
Saturday	PM	E-21	3-Person	
Sunday	AM	E-1-31,41	3-Person	
Sunday	PM	E-21	3-Person	



## 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: 12/11/2018**

- Official ribbon-cuttings were held for four Little Free Libraries (LFLs) on Tuesday, Dec. 4, through a project initiated by the Junior Friends of the Bellevue Public Library. Joining members of the Junior Friends for the ceremonies were Michelle Bullock, Head of Children's Services, Julie Dinville, Library Director, Dennis Mitchell, library volunteer, Mayor Rita Sanders, Mayor-elect Rusty Hike and the volunteer stewards of the LFLs. The small "libraries" are located at 8519 S. 47<sup>th</sup> Ave., 2912 Lynnwood Dr., 15007 Normandy Blvd., and 604 Jewell Road. The Junior Friends raised monies for the construction of the LFL boxes, which were constructed by Mitchell. Little Free Libraries allow anyone to borrow books from the boxes, and maybe leave a book for someone else to read. The LFLs support the mission of the library to promote reading for all ages, everywhere.
- A meeting of the Steering Committee working on the site feasibility project was held Dec. 4. The group reviewed conceptual plan images for single-level and two-level options in relation to potential sites.
- Good crowds were on hand to enjoy two holiday-themed concerts Dec. 5 and 6 as part of the Holiday Music series at the library. Special guests sharing their talents those days were the Bellevue East High School Jazz Ensemble and the Bellevue East E. Street Jazz and Take II vocal groups. The music series continues through Dec. 19<sup>th</sup>.
- A meeting of the Bellevue Library Advisory Board was held on Dec. 5<sup>th</sup> (this was a re-scheduled date from November due to the Thanksgiving holiday). During the meeting the Board heard an update on the site feasibility project, reviewed library programs for the past month, and discussed Bellevue Library Foundation and Friends of the Bellevue Public Library activities. Note: The Board voted in October to change its meeting times to 5:30 p.m. and will continue to meet on the third Wednesday of the month (except December and July).
- Holiday activities during the week included a Holiday Card Jumpstart event and Punched Tin Ornaments crafting program, both hosted by the Adult Services Department.



## City of Bellevue Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

### Memo

**To: Jim Ristow, City Administrator**

**From: Julie Dinville, Library Director**

**Date: 12/18/2018**

- The Bellevue Public Library Foundation is selling 2019 Paws Calendars as a fund-raiser. The calendars, which cost \$15.00 each, feature dogs from the library's popular Pawsitive Reading program for children as storybook characters. In the Pawsitive Reading program, children read to specially trained therapy dogs in a non-threatening, non-judgmental atmosphere. Currently there are 10 dogs volunteering for this program which is held on the 2<sup>nd</sup> Saturday of each month. All proceeds from the calendars, which were put together by staff, will be directed to library programs and services.
- Regular monthly staff meetings were held in the morning and the afternoon on Tuesday, Dec. 11. Among the topics discussed were the holiday schedule, current staffing levels, procedures for credit/debit card payment at the main desk, and the introduction of SMS texting service for hold and overdue notices to library patrons.
- The Bellevue Library staff is currently taking up a collection of food and hygiene items to be donated to the Bellevue Food Pantry as part of a service project during the holiday season. This in-house project will continue through Dec. 21.
- The library welcomes the return of Amber Passey to the staff. She has been named as the new Assistant Children's Librarian, replacing Mrs. Alice Boeckman, who is retiring. The part-time Assistant Children's post is 25 hours a week and works with many of the story hour programs for the Children's Department. Ms. Passey had previously worked for the library in the Circulation department.
- Director Julie Dinville recently completed web training through the Nebraska Library Commission (NLC) and the Three Rivers regional library system on the Bibliostat Collect system. The Bibliostat system is used to for the annual statistical report submitted to the NLC each year. Recently, the Bibliostat system was upgraded with new features.



## City of Bellevue

### Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

## Memo

**To:** Jim Ristow, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 12/26/2018

- The Bellevue Public Library Foundation continues to sell 2019 Paws Calendars as a fundraiser. The calendars, which cost \$15.00 each, feature dogs from the library's popular Pawsitive Reading program for children as storybook characters. All proceeds from the calendars, which were put together by staff, will be directed to library programs and services.
- Children's Programming will resume on January 7 after the holiday break. At that time, Preschool Storytime will be split into two sessions by age group -- Toddler Storytime (Wednesdays at 9:15 a.m. for 2- and 3-year-olds) and Preschool Storytime (Thursdays at 10:15 for 4- and 5-year-olds). Staff hopes this will relieve the overly crowded, single storytime that is currently being held.
- The library welcomes the addition of two new part-time library clerks to the staff. Maggie Cooper is joining the Technical Service department, and Brian Duffy is joining the Circulation staff. Both will complete circulation training (all staff are trained to handle the main Circulation tasks), and then will begin more extensive training in their respective departments.
- The Young Adult Department offered a Winter Café event on Monday, Dec. 17, for teens after school. They were invited to come in from the cold and enjoy hot drinks and snacks and to play tabletop games, ping pong, to study or just to chat. Special activities included watching "Fantastic Beasts and Where to Find Them," playing Bertie Bott's Beans roulette, and making DIY pet Bowtruckle.
- Patrons enjoyed three holiday themed activities hosted by the Adult Services department on Dec. 19. At 12 noon the final Holiday Music Concert, featuring the Bit of Bronze handbell group, was held. Then, in the evening, patrons could make Gnome Bottle Toppers in a craft program geared toward last-minute holiday gifts. In the Children's Department, youths were invited to make snowflake-shaped soap in the All Hands on Deck program.



## City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

### Memo

**To:** Jim Ristow, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 1/2/2019

- For the second year in a row, the public used the computer lab printers at the library to print over \$4,000 worth of materials. The total amount was about \$80 less than in 2016-17, but still came in at \$4,408. The library has not raised its print prices for several years. They remain at 10 cents per page for black and white prints and 50 cents per page for color prints.
- Eleven youths ages 11-18 participated in the American Red Cross babysitting certification course sponsored by the Young Adult Department on Saturday, Dec. 29. Students learned basic First Aid, child care, emergency protocols, leadership skills, etc., through the course instructed by Red Cross personnel.
- As part of its efforts to reach out to the community during the holiday season, staff members and patrons of the library were invited to help make cards to send to community members at Heritage Ridge. Patrons could either just fill out cards, or color them, and were asked to drop them in a basket in the Children's Department for collection. Staff members then took them over to Heritage Ridge for distribution. Almost 50 cards and pictures were sent.
- Sandra Astleford, Systems Administrator, is working with SirsiDynix, the library's Integrated Library System vendor, to schedule an upgrade to the system in January or February. Bellevue Public Library's system is hosted on the cloud, but client software in-house must be upgraded per each staff machine.
- The Bellevue Public Library has two financial literacy programs planned in January for the public. The first is an ongoing series called Investing 101 with Armondo Canales and will be held at 10 a.m. on Jan. 5. The second program will be held over four consecutive Sundays in January at 2 p.m., starting Jan. 6<sup>th</sup>. Called "Company of Me: Financial Literacy Series," it will be led by financial advisor Barry Wilkinson. The series is designed to look at a person's personality and how that affects their relationship with their paycheck and investments.



## City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

### Memo

**To:** Jim Ristow, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 1/8/2019

- Artwork from sixth graders at Leonard Lawrence and Twin Ridge elementary schools are on display at the Bellevue Public Library. The grid drawings feature portraits of superhero characters. Karen Turczak is the art instructor at Bellevue Public Schools working with the library on this project. The library anticipates having the portraits on display through February.
- The Young Adult Department will hold two Winter Café events in January as afterschool activities for teens. The first will be held on Tuesday, Jan. 15, and the second on Thursday, Jan. 31. Both will be held from 3:45 to 5:30 p.m. Students are invited to enjoy hot drinks and snacks, to play tabletop games and ping pong, to study or just chat. In addition, on the 31<sup>st</sup> they will be invited to make "liquid gold slime" as a stressbuster.
- The Company of Me financial literacy program got off to a good start on Sunday, Jan. 6, with 37 people participating. The series, which is being led by financial advisor Barry Wilkinson, is designed to look at a person's personality and how it affects their relationship with your paycheck and investments. Three more sessions in the series are scheduled for Jan. 13, 20, and 27, all starting at 2 p.m.
- The Storytelling Club will begin again starting Jan. 15 and run through March 19, sponsored by the Children's Department. The club, which is presented by members of the Omaha Organization for the Purpose of Storytelling (OOPS), focuses on the practice of personal expression, creativity, public speaking and adaptability, while learning the art of storytelling. The 10-week program is open to students in Grades 1-12 and is held from 4 to 5 p.m. on Tuesdays.
- The Children's Department is working with the Technical Services Department on putting together a Games special collection. When the collection is all set up, the public will be able to choose from several popular family games (many of them donated) for check out. The library currently has an in-house use collection, but wants to expand this service.



## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike  
City Council  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *CMS*  
**Date:** January 9, 2019  
**Subject:** Department comments for Administration Report

I have received almost all audits from Sanitary and Improvement Districts and I am compiling financial information for the SIDs. I am working with the Finance Department and City Administrator on putting together an annexation package for review by the Planning Commission and City Council.

The next meeting of the Planning Commission will be on January 24. The Commission will hold public hearings on a change of zone on Galvin Road and a request for annexation, change of zone and small subdivision plat for parcels on Childs Road, west of 25<sup>th</sup> Street.

Staff met with representatives of Omaha Public Schools to discuss the construction of a new elementary school at Childs and Fort Crook Roads.

Staff met with business owners regarding the potential use of property located on the north side of Chandler Road at Fort Crook Road.

I attended a meeting regarding a redevelopment proposal for the City's property on Mission Avenue.

Tammi and I participated in a meeting regarding the potential development of property located at Fairview Road and Fort Crook Road.

I had been scheduled to attend a workshop regarding the Census and the annual Boundary and Annexation Survey; this training has been cancelled due to a lapse in government funding.

I regularly attend monthly meetings of the South Sarpy Watershed Partnership and the Papio Creek Watershed Partnership at the NRD and meetings of the Smart Cities working group and monthly meetings of the Transportation Technical Advisory Committee at MAPA.

Tammi serves as staff liaison to the Complete Streets Committee and attends meetings of the Chamber's Economic Development Council.

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## INTEROFFICE MEMORANDUM

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**TO:** JIM RISTOW  
**FROM:** CHIEF ELBERT *Ch Elbert*  
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 1/9/2019

Changed over to new citations for 2019 accomplished department wide. State Uniformed citation is now electronic.

Implementing knew DUI policy to be consistent with the rest of the County on cite and release of some parties. - Also now breath testing parties in our own facility.

Working in concert with the SCSO, Papillion Police, and LaVista Police, to merge SWAT teams for greater coverage and resources.

Graduated 3 new officers in December from the 1<sup>st</sup> SDLEA class.

Working with City Administrator and Legal on varies contractual and personnel issues.

New Interview Room recording system to be installed on 1-22-19.

### **Code Enforcement Stats:**

Due to the longer gap between City Council meetings I have simply attached the stats from Code in the format I get them.



## **Mark Elbert**

---

**From:** Ed Foreman  
**Sent:** Monday, January 7, 2019 9:28 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Cc:** Joey Bockman; Angela Curry; Ed Foreman  
**Subject:** Weekly Stats

CE1 – Monday Dec 31, 2018; Wednesday Jan 2, 2019 thru Friday Jan 4, 2019  
CE2 – Monday Dec 31, 2018; Wednesday Jan 2, 2019; Friday Jan 4, 2019  
CE3 – Monday Dec 31, 2018; Wednesday Jan 2, 2019 thru Friday Jan 4, 2019

Calls – 187

Notices:

Zoning – 16

Nuisance – 52

Clean Ups - 0

Tree Removal – 0

Certified Notices – 12

Officer Initiated – 51

Towed Vehicles – 2

Red Tags – 0

## **Mark Elbert**

---

**From:** Angela Curry  
**Sent:** Monday, December 24, 2018 9:44 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Cc:** Ed Foreman; Angela Curry; Joey Bockman  
**Subject:** Weekly Stats

CE1 – Tuesday Dec 18, 2018 thru Friday Dec 21, 2018  
CE2 – Wednesday Dec 19, 2018 thru Friday Dec 21, 2018  
CE3 – Monday Dec 17, 2018 thru Friday Dec 21, 2018

Calls – 206

Notices:

Zoning – 2

Nuisance – 60

Clean Ups -

Tree Removal – 2

Certified Notices – 7

Officer Initiated – 26

Towed Vehicles – 5

Red Tags – 6

Snow Notices – 0

Angela Curry  
Bellevue Police Department  
Code Enforcement Technician  
402-293-1403

## **Mark Elbert**

---

**From:** Ed Foreman  
**Sent:** Monday, December 17, 2018 8:59 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Cc:** Joey Bockman; Angela Curry; Ed Foreman  
**Subject:** Weekly Stats

CE1 – Monday Dec 10, 2018 thru Friday Dec 14, 2018  
CE2 – Monday Dec 10, 2018 thru Wednesday Dec 12, 2018  
CE3 – Monday Dec 10, 2018 thru Friday Dec 14, 2018

Calls – 233

Notices:

Zoning – 6

Nuisance – 26

Clean Ups - 7

Tree Removal – 0

Certified Notices – 7

Officer Initiated – 26

Towed Vehicles – 1

Red Tags – 10

Snow Notices – 14

**Mark Elbert**

---

**From:** Angela Curry  
**Sent:** Monday, December 10, 2018 9:11 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Cc:** Ed Foreman; Angela Curry  
**Subject:** Weekly Stats

CE1 – Tuesday Dec 04, 2018 thru Wednesday Dec 05, 2018 and Friday Dec 07, 2018  
CE2 – Monday Dec 03, 2018 thru Friday Dec 07, 2018  
CE3 – Thursday Dec 06, 2018 thru Friday Dec 07, 2018

Calls – 172

Notices:

Zoning – 6

Nuisance – 58

Clean Ups - 0

Tree Removal – 0

Certified Notices – 2

Officer Initiated – 32

Towed Vehicles – 0

Red Tags – 6

Regards,

Angela Curry  
Bellevue Police Department  
Code Enforcement Technician  
402-293-1403