

Bellevue City Council Meeting

Tuesday, May 7, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Youth Pastor Roger Pross, First Baptist Church, 112 E. 23rd Avenue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda.
 - b. Approval of the Consent Agenda (*Items marked with an (*) are approved where this item is, unless otherwise removed*)
 1. *Approval of the Minutes from the April 22, 2019, City Council Meeting.
 2. *Acknowledge Receipt of the Minutes from the April 17, 2019, Board of Adjustment Meeting.
 3. *Acknowledge Receipt of the Minutes from the April 25, 2019, Planning Commission Meeting.
6. * APPROVAL OF CLAIMS
7. ORGANIZATIONAL MATTERS: None
8. SPECIAL PRESENTATIONS: None
9. APPROVED CITIZEN COMMUNICATION: None Requested
10. LIQUOR LICENSES:
 - a. Recommendation to approve Liquor License for Hisri Haliti dba "Luigis Italian Restaurant" replacing their Class "I-112093" License with a Class "C-122950" and change in name and trade name. (City Clerk)
 - b. Recommend approval of Fraternal Order of Eagles #3912 for a Special Designated Liquor License at 209 West Mission on Saturday, June 1, 2019 from 12:00 p.m. to 12:00 a.m. for Bellevue Business Flood Relief (City Clerk)
 - c. Recommend approval if Fraternal Order of Eagles #3912 for a Special Designated Liquor License at 209 West Mission on Saturday, June 8, 2019 from 12:00 p.m. to 12:00 a.m. for Open Air Fest (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 3938 (Annexation Area #1): Request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the southwest quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of Tax Lot 17A1A, lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5,

Township 13 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

b. Ordinance No. 3939 (Annexation Area #2): Request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6th P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

c. Ordinance No. 3940 (Annexation Area #3): Request to annex Lots 1 through 32 and vacated 37th Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

d. Ordinance No. 3941 (Annexation Area #4): Request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelison Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, Tax Lot J2, Tax Lots J1, K1, K2, L1, L2, M, and part of Tax Lot N, South 258.80' of Tax Lot N, North 89.6' of Tax Lots O and P, North North 104.3' of the south 241.9' of Tax Lots O and P, North 104.6' of the south 137.6' of Tax Lots O and P, South 33' of Tax Lots O and P, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

e. Ordinance No. 3942 (Annexation #6): Request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of

Bellevue (Planning Director)

f. Ordinance No. 3943 request to amend Section 2-30 of the City Code, pertaining to the City Council's Order of Business. (Councilman Shannon).

12. ORDINANCES FOR PUBLIC HEARING (2nd reading):

a. Ordinance No. 3944: Authorizing a change in City Code pertaining to Fireworks and conforming with rules in Omaha helping with compliance. Changes include: reduce the sales days by three (3), increasing sale time by one (1) hour per day, days to discharge would change from ten (10) to three (3) days, with an additional hour per day, plus added penalties (Councilman Preister)

13. ORDINANCES FOR INTRODUCTION (1st reading): None

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for a Special Event License allowing the Bellevue Amateur Radio Club to use Washington Park for the ARRL Field Day on Saturday, June 22nd, starting at 6:00 a.m. through Sunday, June 23rd, at 3:00 p.m., and to have the event license fee waived since the BARC is a Nebraska non-profit organization (City Clerk)

15. RESOLUTIONS: None

16. CURRENT BUSINESS:

a. Approval for Police Department to purchase 16 Getac tablets, keyboards, and docking station from Bizco/Gov Direct in the amount of \$69,664.80, to comply with the Nebraska Supreme Court mandate concerning paperless issuance of citations (Chief of Police)

b. *Request approval of a right-of-way dedication located in Tax Lot 18A2 and Tax Lot 18A1B2, located in the Northeast 1/4 of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska and authorize Mayor to sign (Public Works Director)

c. Request permission to enter an Agreement for Engineering and Surveying Services between the City of Bellevue and HGM Associates, Inc. for the 15th Street Extension Preliminary Design and authorize the Mayor to sign. (Public Works Director)

d. Approval of the low, responsive bidder for the American Heroes Park Flood Restoration Project and authorize the Mayor to sign (Public Works Director)

e. Request approval of a Master Agreement for Communications Cable and Facilities in Public Rights-of-Way contract between Verizon and the City of Bellevue and authorize the Mayor to sign (City Attorney)

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

18. CLOSED SESSION: None

19. ADJOURNMENT

MINUTE RECORD

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5/7/19

Bellevue City Council Meeting, April 22, 2019, Page 1

A 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 22nd day of April, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

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 AND INVOCATION:

Mayor Hike led in the Pledge of Allegiance. Associate Pastor Andrew Diorio, Midland Bible Baptist Church, 2407 Chandler Road E., gave the invocation.

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 to approve the agenda 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 Burns, seconded by Preister, to approve the consent agenda which included the following: approval of the minutes from April 8, 2019, City Council Meeting and approval of the Claims. 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: None

SPECIAL PRESENTATIONS:

Proclamation Declaring April 28, 2018 as "Earth Day"

Mayor Hike read a proclamation declaring April 28, 2018, as "Earth Day" and presented to Green Bellevue. Sharon Rea and Elizabeth Rea spoke on the importance of protecting the Earth, explained the activities going on at the Sarpy County Earth Day Event on April 28th which is being held at the Bellevue Public School Lied Center and to thank Mayor Hike and the City Council for their support.

Quarterly Budget Update

Rich Severson, Finance Director, gave the Quarterly Budget Update. The report is for the first six months of the fiscal year, from October 1, 2018 to March 31, 2019.

APPROVED CITIZEN COMMUNICATION: None Submitted

LIQUOR LICENSES:

Approve recommendation of St. Bernadette Catholic Church for a Special Designated Liquor License for Church Festival on July 14, 2019 from 12:00 p.m. to 9:00 p.m., 7600 South 42nd Street

Motion was made by Preister, seconded by Welch to approve recommendation of St. Bernadette Catholic Church for a Special Designated Liquor License for Church Festival on July 14, 2019 from 12:00 p.m. to 9:00 p.m., 7600 South 42nd Street.

Mr. Andrew Flanagan was present to answer any questions.

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

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

Approve recommendation for Liquor License for Youlin, Inc. dba "Jade Palace" replacing their Class "I-122953" License, with changes to name and approval of the Manager Application, 1702 Galvin Road South

Motion was made by Shannon, seconded by Burns to approve recommendation for Liquor License for Youlin, Inc. dba "Jade Palace" replacing their Class "I-122953" License, with changes to name and approval of the Manager Application, 1702 Galvin Road South.

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

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

Approve recommendation of The Crook, Inc. dba "Mixer's Pub & Grub" for a Special Designated Liquor License for a Motorcycle Poker Run on June 8, 2019, from 9:00 a.m. to 9:00 p.m., 910 Fort Crook Road South

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Motion was made by Cook, seconded by Shannon to approve recommendation of The Crook, Inc. dba "Mixer's Pub & Grub" for a Special Designated Liquor License for a Motorcycle Poker Run on June 8, 2019, from 9:00 a.m. to 9:00 p.m., 910 Fort Crook Road South.

Mayor Hike asked for public comment. Chuck Fredrick questioned why the need for another license when they already have a Liquor License. He was informed if they intend to set up in area outside their licensed area, licensees are required to get a Special Designated Liquor License.

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

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

ORDINANCES FOR ADOPTION: (Third reading) None

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 3938 (Annexation Area #1): Request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of Tax Lot 17A1A, lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5, Township 13 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Second Reading)

Ordinance No. 3938, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and presented for public hearing.

Mayor Hike explained the City's process and reasoning for moving forward on the annexation package, with five of these areas on the agenda tonight.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to Annexation Area #1.

Chuck Fredrick stated he agrees with the annexation and felt it is probably a good thing.

Michael Wills stated many of these areas have unimproved roads, residents will have more regulations to follow. Chris Shewchuk, Planning Director, said the areas to be annexed are all in the city's zoning jurisdiction already so residents are already under these regulations.

Dick Daniell spoke in opposition to being annexed. He advised he saw no benefit to being annexed plus he would pay higher taxes.

Gwen Sinclair stated she just had a couple of questions. First, she wondered why she wasn't notified about the annexation. Secondly, she wanted to know what other services would be received and how much their taxes would go up. Chris Shewchuk told her she was in a SID and was not part of any the annexations being discussed tonight. Mayor Hike and the Council addressed several services residents would gain by being annexed such as: continuation of services from fire and police for your area, use of streets coming off your property, an opportunity to vote, library services, and it was stated this is how cities grow. At some point all cities need to annex to survive and pay bills.

Mayor Hike asked for any additional public comment. No one else 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 May 7th.

Ordinance No. 3939 (Annexation Area #2): Request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6th P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Second Reading)

Ordinance No. 3939, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, 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 Annexation #2.

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Eric Dawson stated he and his wife strongly oppose the annexation. They feel if they are in an agricultural area, in which they consider themselves to be, they shouldn't be annexed. He said he realizes there are exceptions to this but hopes the city looks at these properties individually because all areas aren't the same. If he would decide to develop his area, he wanted to know if the access to the area would be moved to Cornhusker and would his garbage be able to be picked up off Cornhusker. Chris Shewchuk stated the city would have to look at the area closer to see what options would be available.

Councilman Thomas Burns left the Chambers at 7:09 p.m.

Mayor Hike asked for any additional public comment. No one else 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 May 7th.

Councilman Burns returned to the Chambers at 7:13 p.m.

Ordinance No. 3940 (Annexation Area #3): Request to annex Lots 1 through 32 and vacated 37th Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Second Reading)

Ordinance No. 3940, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, 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 Annexation #3.

Andrew Oates stated he was in opposition to the annexation. He knows his taxes will increase but doesn't feel there will be any more benefits provided by the city, that the county doesn't already provide.

Jack and Tracey Jones both spoke in opposition to the annexation of their property. They don't feel they will receive any extra benefits, other than paying higher taxes. It was stated they have several parcels and feel they are being taxed off their property. City Attorney, Bree Robbins, asked for the clarification on the number of acres he was referring to and if it was for multiple parcels in the proposed annexed areas. Mayor Hike stated the goal of the annexation was to get the City going in the right direction and improvement projects for the annexed areas would be put into the Capital Improvement Plan for the future, the same as other improvement projects in the city. Tracey Jones read a letter on the use of their property and how it ties to agriculture.

Discussion ensued on greenbelt properties.

Randy Ricker spoke in opposition to the annexation. He just wanted to know what the city will do if the annexation is approved.

John Knapp spoke in opposition and asked about whether it was true if the city and county traded responsibilities on the maintenance of certain streets, stating the road by his place is in terrible shape. At the present time, he makes a little money off his land and wondered if this will change. He also stated he would like to see green space continue in his area. Jeff Roberts, Public Works Director, addressed his questions informing him of what entity is responsible for the concerns he spoke on.

Alan Doty opposes the annexations for several reasons. He said he understands why the city wants to annex but wants to know where he would stand if infrastructure needed repaired or replaced, what would the city cover and what would property owners have to pay for. Chris Shewchuk, Planning Director, stated if new infrastructure was brought in front of each property, the city would pay the upfront costs but then would be assessed to each property based on front footage. Mr. Doty stated he feels with additional costs for infrastructure, property owners would lose out of equity on their properties and they will never really recoup.

Bonnie Healy spoke in opposition of annexation. She feels she lives in a little pocket of the county which is an attraction to Bellevue and submitted to the council to not lose that. She would also like to see the city to consider some improvements so property owners would feel they are getting something with the annexation. She inquired about the increase of property tax. Mr. Shewchuk stated property owners can go to city's website and find all the information as part of the packet Council members receive.

Mayor Hike asked for any additional public comment. No one else 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 May 7th.

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Ordinance No. 3941 (Annexation Area #4): Request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelison Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road rights-of-way. Applicant: City of Bellevue (Second Reading)

Ordinance No. 3941, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, 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 Annexation #4.

Anthony Docken spoke on behalf of Claire Gustafson, his wife's grandmother. He said her septic was needing fixed and wanted to know how the proposed annexation would affect this. They were informed it would not affect the repair on her septic system. If she is going to have to pay higher taxes, she would want to enjoy city services sooner rather than later. She stated she opposes the annexation.

Richard Berg talked about the water run-off from the upstream neighbors and the spread of disease to their horses. He would like to see the violation of storm water run-off addressed if his area is part of the city's ETJ.

Evelyn Gorans also asked about what services she is going to receive. She said she has heard everything the city said when asked this question previously, however she doesn't believe it is going to work. She stated she opposes the annexation because she doesn't feel it will be a benefit to her.

Councilman Shannon left Council Chambers at 8:34 p.m.

Mayor Hike asked for any additional public comment. No one else 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 May 7th. Councilman

Ordinance No. 3942 (Annexation #6): Request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Second Reading)

Ordinance No. 3942, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, 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 Annexation #6.

Patrick Sullivan was present on behalf of the property owners of LRA Real Estate. He stated this property is in its 5th generation of family ownership. He also talked about the greenbelt status and how this will affect the taxes on this property which would be extreme. Another issue he sees is there is just a small house on this property that would use services but they would be paying taxes on the entire property. He said this property is ripe for a SID development, however, feels the city would be delaying the development of this property and not increasing the chances of it being developed.

Mayor Hike asked for any additional public comment. No one else 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 May 7th.

Ordinance No. 3943, request to amend Section 2-30 of the City Code, pertaining to the City Council's Order of Business (Second Reading)

Ordinance No. 3943, an ordinance to amend Section 2-30 of the Bellevue Municipal Code pertaining to the City Council's Order of Business; to repeal such section as heretofore existing; and to provide for the effective date of this ordinance, 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 Ordinance No. 3943.

No one else in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Hike

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declared the public hearing closed.

Mayor Hike stated the third reading of the ordinance will be heard at the next Council meeting on May 7th.

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 3944: Authorizing a Change in City Code pertaining to Fireworks and conforming with rules in Omaha helping with compliance. Changes include: reduce the sales days by three (3), increasing sale time by one (1) hour per day, days to discharge would change from ten (10) to three (3) days, with an additional hour per day, plus added penalties (First Reading)

An Ordinance to amend Section 12-60 pertaining to the sale, distribution, storage and discharge of fireworks in the City of Bellevue; to repeal such section as heretofore existing in 12-60; and to provide for the effective date of this Ordinance, was read by title only for the first time and scheduled for public hearing at the Council meeting on May 7th.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Public Hearing on the request of the 1st City Development, LLC for approval of the Olde Towne Redevelopment Project Plan for property located at 204-210 West Mission Avenue and 2116-2118 Franklin & Approval of Resolution No. 2019-12 on the Olde Towne Development Project

Mayor Hike stated the reason for this public hearing pertains to the request of the 1st City Development, LLC for approval of the Olde Towne Redevelopment Project Plan for property located at 201-210 West Mission Avenue and 2116-2118 Franklin.

Mayor Hike asked for public comment.

Lynn Hinderocker spoke in support of this development. He feels this development symbolizes something important for the Olde Towne Revitalization which is the heart of the City. He hopes the Council will consider the plan he has proposed.

For the record, Mayor Hike stated all Council members should have a copy of a letter from Claire Arnsdorff stating the Bellevue Little Theater is excited about revitalization in Olde Towne. One concern they have is the lack of parking when they have their productions and would like to see the Planning Commission take this under advisement, hopefully figuring out a solution.

Chris Shewchuk, Planning Director, informed the Council he received a letter from Don Kelly, Sarpy County Board Commissioner Chairman, expressing a concern with the shift of taxes from Sarpy County to the individual developer and how TIF money is being used.

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

Motion was made by Shannon, seconded by Burns to approve Resolution No. 2019-12 on the Olde Towne Redevelopment Project Plan for property located at 204-210 West Mission Avenue and 2116-2118 Franklin.

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

RESOLUTIONS:

Resolution No. 2019-13: Regarding the City's Position on the Location of the Mental Health Facility

Mayor Hike stated the reason for this public hearing pertains to the position of the City of Bellevue on the proposed location of the Mental Health Facility.

Lee Polikow, Sarpy County Attorney, was present to give an update on where the County is on finding a place for a Crisis Stabilization Center and discussing services that would be provided by the facility. Polikow introduced Sarpy County Commissioner Angela Burmeister and Sergeant Rob Hillabrand, who also spoke on their views and involvement with finding a location for the Crisis Stabilization Center.

A lengthy discussion ensued. Councilman Preister left the Council Chambers at 9:53 p.m.

Councilman Preister returned to the Council Chambers at 9:57 p.m.

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

CURRENT BUSINESS:

Request approval of a Proposal from Servpro for Emergency Water Mitigation Services for the World Baseball Village Concession Building at 14202 Harlan Lewis Road for \$16,273.87

Motion was made by Shannon, seconded by Burns, to approve the proposal from Servpro for Emergency Water Mitigation Services for the World Baseball Village concession building at 14202 Harlan Lewis Road for \$16,273.87. 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, April 22, 2019, Page 6

Request Approval of a Proposal from HDR Engineering for the Relocation of the South Lift Station for \$9,970 and Authorize the Mayor to Sign

Motion was made by Welch, seconded by Burns, to approve the proposal from HDR Engineering for the relocation of the South Lift Station for \$9,970.00. 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/comments for the City Administrator, Councilmembers or any of the Directors on the report presented. There were no questions or comments.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Cook. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. At 10:11 p.m. the meeting adjourned.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on April 22, 2019; 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

Bellevue Board of Adjustment, April 17, 2019, Page 1

The Bellevue Board of Adjustment held a regular meeting on Wednesday, April 17, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Board Members Anderson, Conte, Valenta, Hawkins, Smith, and Petersen. Also present was 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.

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

Motion was made by Smith, seconded by Valenta, to approve the minutes of the November 16, 2016 regular meeting as provided. Upon roll call, Anderson, Conte, Valenta, and Smith voted yes. Hawkins abstained. Motion carried.

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

Chairman Conte explained the public hearing procedures.

PUBLIC HEARING was held on a request for a variance of Section 7.04.03, Table 7D, City of Bellevue Zoning Ordinance, regarding freestanding signs for Tax Lots 13A, 13B, 20A, and 20B, all located in the Southwest ¼ of Section 17, T14N, R13D of the 6th P.M., Sarpy County, Nebraska. The applicant is requesting a variance to allow for an increase in the number of allowed freestanding signs. Applicant: Holland Basham Architects. Location: 8210 South 42nd Street. Case #: BOA-1903-01.

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

Conte summarized the applicant's request. Several Board Members indicated they had visited the site.

Petersen inquired if Bryan Middle School intended to remove either of their existing pole signs. Palm stated Bryan Middle School has two existing pole signs, which are allowed under the ordinance based on the type of sign and street frontage. She indicated this variance request is for a third freestanding sign. Palm directed the Board Members to Exhibit C, as provided by the applicant, which showed the proposed single-sided monument sign for the Boys and Girls Club facility. Petersen clarified if one of the existing pole signs were removed by the school, the proposed monument sign could be erected under the ordinance. Palm stated that was correct. Conte stated she believed the school had two pole signs because of the two street frontages, but also because of the topography of the school site. Petersen inquired if Signs C and D shown on Exhibit C were the existing pole signs. Palm stated yes.

Using the exhibits provided by the applicant, Conte summarized the existing and proposed signage for the site. Palm pointed out the proposed location for the Boys and Girls Club monument sign. Conte inquired if there was enough room for the sign given the green space on site. Palm stated there was adequate space.

Anderson initiated conversation regarding the applicant's description of their hardship for this request. He stated per the applicant's letter dated April 4, 2019, the hardship was due to visibility. Anderson pointed out he did not believe visibility would be considered a hardship under Section 19-910 of the Nebraska State Statutes. He mentioned hardship is typically defined under the State Statutes as being linked to a topographic issue, or a peculiar shaped lot. Anderson advised this was a fairly straightforward issue, which he did not believe qualified for a variance under the statutory guidelines. Smith agreed with Anderson. She indicated while an extremely worthy project, she did not feel it met the qualifications under the statute to be granted a variance. Smith went on to state while she understood why the Boys and Girls Club would want as much visibility as possible, she did not feel a commercial project would be given as much consideration under similar circumstances. She concluded by reiterating she did not believe the request met the requirements of the statute regarding undue hardship. Conte agreed with Anderson and Smith. She mentioned that although the applicant tied the hardship to a visibility issue, she believed the Boys and Girls Club will have a lot of visibility with the proposed signage they are able to erect under the Zoning Ordinance. Conte pointed out the proposed wall signage is large, and will be very visible. Anderson pointed out visibility can be a hardship. He mentioned there have been applications over the years which dealt with signs and topography issues. Discussion ensued on this topic. Anderson stated in this case there is no topographic issue in combination with the visibility issue, which would potentially qualify for a variance.

Hawkins stated the Boys and Girls Club is a great thing. He stated the proximity of the proposed wall

sign to the proposed monument sign struck him. Hawkins mentions the close proximity of the two signs almost negates the reason for needing the monument sign. He stated the sign serves the purpose of allowing the donor's name in another location; however, the wall sign provides the Boys and Girls Club the visibility they are desiring.

Conte explained the Board makes the motion in the affirmative for the purposes of being clear and consistent.

MOTION made by Anderson, seconded by Smith, to APPROVE a request for a variance of Section 7.04.03, Table 7D, City of Bellevue Zoning Ordinance, regarding freestanding signs for Tax Lots 13A, 13B, 20A, and 20B, all located in the Southwest ¼ of Section 17, T14N, R13D of the 6th P.M., Saroy County, Nebraska. Variance to allow for an increase in the number of allowed freestanding signs. Applicant: Holland Basham Architects. Location: 8210 South 42nd Street. Case #: BOA-1903-01.

Conte clarified the motion.

Upon roll call, all present voted no. Motion failed.

Conte explained the applicant had 15 days in which to appeal the Board's decision to District Court.

Motion made by Anderson, seconded by Smith, to elect Valenta as Chair. Upon roll call, Anderson, Conte, Hawkins, and Smith voted yes. Valenta abstained. Motion carried.

Motion made by Anderson, seconded Valenta, to elect Conte as Vice Chair. Upon roll call, all present voted yes. Motion carried unanimously.

Motion made by Valenta, seconded by Anderson, to approve the 2019 Uniform Review Schedule as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Meeting adjourned at 7:29 p.m.



Tammi L. Palm
Land Use Planner

MINUTE RECORD

Bellevue Planning Commission Meeting, April 25, 2019, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, April 25, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Cain, Aerni, Ackley, Cutsforth, Ritz, and Smith. Absent was Jacobson. 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.

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

Motion was made by Ackley, seconded by Casey, to approve the minutes of the March 28, 2019 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Shewchuk mentioned seven additional letters/emails were received on the various annexation packages after the packets went out to the Commissioners. He stated he would address these letters during the appropriate public hearings.

Motion was made by Cain, seconded by Cutsforth, 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.

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request for a conditional use permit for Tax Lots 9E1, 9E2, and 9F1, all located in the Southwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of auto sales. Applicant: Auto Source LLC. Location: 410 Galvin Road North. Case #: CUP-1903-01.

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

Shewchuk advised the applicant was requesting a continuance to the May 23, 2019 Planning Commission meeting.

MOTION was made by Cutsforth, seconded by Cain, to CONTINUE this request to the May 23, 2019 Planning Commission meeting. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be CONTINUED to the May 23, 2019 PLANNING COMMISSION meeting.

PUBLIC HEARING was held on a request to annex Lots 67, 68, west 122.96' of Lot 69, east 182.04' of Lot 69, 70A, 70B, 71A, 71B, west 100' of north 175' of Lot 72, 73 and south 122' of Lot 72, 74, Lot 75 and west ½ vacated 19th Street, east ½ vacated 19th Street adjacent to Lot 75, 76, 78, 80A, 80B, 80C, 81, 82, 83, 84, south 85' of south 187' Lot 85, north 102' of south 187' of Lot 85, north 110' of Lot 85, 86A2, 86B, 86A1A, 86A1B, 87, Lot 90 and south ½ vacated Cary Street, 97, 98, east ½ of Lot 99, 100A1, 100A2, 100A3, 100B, 100C, 103A, 103B, 106A, 106B, 107A, 107B, 108, 112, Lot 113 and south ½ of vacated Concord Street, Lot 115 and north ½ vacated Cary Street, 116B, and 117. Childs Estate Acres, Lots 1 and 2, Childs Estate Acres Replat IV, Lots 86 and 87, Spring Creek, Lot 1, Bohac Addition, Lot 1, Schram's Estate Acres, Lot 1 and north ½ vacated Cary Street, and 2, Linden Ridge, Lots 1 and 2, Amber Acres, Lots 1 and 2, Crawford's Addition Replat 1, Lot 1, Hunter's Hollow, Lots 1 through 3, Flojoe Holubar Estates, Lots 1 and 2, Dukes Addition, Lots 1 and 2, Proksel's Addition, Lots 1 and 2, Timmerman Acres, South 41' of Lot 1, and Lot 2, Cascio's Thoroughbred Acres, Lots 1, 5, 6, 7A, 7B, and 8 through 27, Caroline Addition, Lot 1, Caroline Addition Replat I, Lot 2, Rancho La Estrella, Tax Lot 3B, irregular part of Tax Lot 12 adjacent to Lot 1, Bohac Addition, part of Tax Lots 12 and 13, irregular 33' x 1279' strip of Tax Lot 13A lying south of Tax Lot 3B, located in Section 22, Township 14 North, Range 13 East of the 6th P.M., and irregular easterly 665' of Tax Lots 12C and 14, except part taken for right of way, Section 15, T14N, R13E of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Shewchuk stated two letters were received on this particular annexation area: one from Chad Liechti at 8905 South 25th Street, and one from Michael and Sandra Studelska at 8212 South 19th Street. Both letters stated an opposition to the annexation.

Shewchuk advised he would like to briefly speak on all of the annexation areas being presented. He

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Bellevue Planning Commission Meeting, April 25, 2019, Page 2

stated Mayor Hike has made annexation a priority. Shewchuk indicated in addition to the parcels already presented, several Sanitary and Improvement Districts (SIDs) would be forthcoming as well. He stated annexation is a revenue source, but also part of the overall natural growth and development of the city. Shewchuk mentioned Mayor Hike is interested in unifying the city by annexing parcels and SIDs which are contiguous to the existing city limits and appropriate for annexation. He stated the city realizes a number of these areas are in need of street improvements and infrastructure. Shewchuk advised upon completion of the annexation, the Public Works Department will comprehensively review these needs, and put forth a plan of action for these items. He cautioned this is something which would take time, and would not happen overnight. Shewchuk indicated the necessary improvements and/or repairs would be made part of the city's Capital Improvement Plan. He further advised the city is aware a number of these properties are on septic systems rather than sanitary sewer. Shewchuk stated the annexation will not require property owners to automatically connect to sanitary sewer. He mentioned as long as a property owner's septic is working properly, it can be maintained. Shewchuk indicated it could also be repaired under current regulations; however, if a septic failed and was unable to be maintained, the house would be deemed uninhabitable. He stated this scenario would be no different whether a property is in the county or whether it is in city limits. Shewchuk advised no one's zoning would be changed as a result of this annexation. He mentioned this area is already in the city's extra-territorial jurisdiction; therefore, currently covered by the city's zoning regulations.

Lynne Sledge, 8605 South 21st Street, Bellevue, NE stated her opposition to this annexation. She questioned what effect this would have on the property owners in the area. Sledge stated annexation would raise taxes, provide a library card, and allow them to vote for mayor. She questioned whether this area would get a representative on the city council. Sledge stated this area has had taxation without representation for years and they have done fine. She mentioned snow removal is superb with the county. Sledge expressed doubt this would be the case with the City of Bellevue since they have so many streets to maintain.

Maximino Leon-Lopez, 6311 South 36th Street, Bellevue, NE stated his opposition to the annexation. He expressed concern the city would not be responsive to his questions. Leon-Lopez stated he owns several properties in the area, totaling approximately five acres. He stated the city provides no services at this time, and does not see how an annexation will change that. Leon-Lopez indicated he sees no benefit and does not want the increased taxes.

Manuel Abundis, 1826 Cornelia Street, Bellevue, NE, stated he owns two properties in the annexation area and is opposed to the annexation. He stated he does not want the increase in taxes. Abundis indicated he thought the annexation might mean the area was getting sanitary sewer; however, after hearing there is no immediate plan for that, he is opposed to the annexation.

David Dvorak, 8302 South 21st Street, Bellevue, NE, stated he has lived on his property twenty-one years and moved from Omaha because of increased property taxes. He mentioned he likes the neighborhood and neighbors. Dvorak stated on South 21st Street there are seven homes on sanitary sewer and eight homes on septic. He mentioned South 21st Street is 19' wide, and the neighborhood expressed concerns regarding the road when the Spring Ridge subdivision was previously approved. Dvorak indicated four new houses being built in the neighborhood have caused the street to crack. He questioned whether Spring Ridge would be annexed as well. Ackley stated that development is an SID (Sanitary and Improvement District). Discussion on this matter ensued. Dvorak indicated he cannot see why the city wants everyone to pay more taxes when the newer subdivision to the south of him has more "amenities" than his neighborhood. He expressed concern with the amount he will have to pay in taxes if annexed.

Ted Wiles, 8701 South 25th Street, Bellevue, NE, stated he built his house approximately three years ago. He questioned what benefit he will get out of the annexation. Wiles mentioned he is the one that has made all of the improvements on his property. He stated the city will get more taxes; however, he wanted to know what benefits the homeowners will receive. Wiles stated no one in this area could vote for the current city council or mayor, yet the mayor is stepping in and annexing these areas. He expressed frustration over this situation. Wiles stated he was opposed to the annexation.

Doug Lorence, 8706 South 21st Street, Bellevue, NE, was present to speak on this matter. He stated he built his house in 1980, and put the road in from Virginia Street to his house. Lorence indicated South 21st Street was originally a gravel road until the county put in a hard surface road. He mentioned first responders have had difficulty reaching certain properties on South 21st Street. Lorence stated that is a major problem for the city. He indicated the city would charge residents for sewer and road improvements even though residents had already paid for some of these items already. He stated this would result in residents paying double, which is not fair. Lorence advised he was strongly against the

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Bellevue Planning Commission Meeting, April 25, 2019, Page 3

annexation. He suggested the city wait to annex their area until the Spring Ridge development was ready for annexation. Lorence indicated his 94-year old mother also lived on South 21st Street and is on a fixed income. He indicated he is retired and on a fixed income as well.

Gina Arbogast, 2201 Childs Road West, Bellevue, NE, stated in listening to all of the testimony, she agreed with what her neighbors were saying. She stated the notice they received from the city did not provide information as to what would change for the residents in an annexation. Arbogast advised the neighbors were assuming they would suffer egregiously due to the tax increase. She stated they were struggling to see what the benefits of annexation would be. Arbogast indicated the county has been outstanding on snow removal. She also mentioned first responders have been exemplary. Arbogast commented the increase in taxes will hit her hard based upon the square footage and current valuation of her home. She stated her opposition to the annexation.

Gene Meinders, 2211 Cornelia Street, Bellevue, NE, indicated the city looked at annexing this area approximately six years ago. He stated after the city assessed the cost of road improvements, it was determined annexing this area was not economically feasible for the area. Meinders questioned what has changed since that time. He further stated a comprehensive street study should be done first; not after the annexation. Meinders advised he was opposed to the annexation.

Reginald Gillispie, 1303 Galvin Road South, Bellevue, NE, stated he owns Lot 97, Childs Estate Acres. He commented he saw his father's and grandfather's properties get annexed, which resulted in poor snow removal and increased property taxes. Gillispie stated he was opposed to the annexation.

Todd Tippery, 9011 South 25th Street, Bellevue, NE, stated it would be alright if taxes were raised to make improvements in the area rather than to rebuild Haworth Park or do something similar. He stated these residents should not be taxed so the city can pay bills they cannot currently pay. Tippery commented he was opposed to the annexation.

Bryan Jones, 9015 South 25th Street, Bellevue, NE, stated his opposition to the annexation. He questioned why the Spring Creek subdivision was not being annexed at this time due to the home valuations there. Jones indicated he saw no value in annexation. He mentioned he is a VFW member, and inquired what would be done about Gilmore Lake Road. Jones advised it was never brought to city standards when Spring Creek was constructed.

Ralph Unstad, 1201 Kasper Street, Bellevue, NE, stated he had been in his house for 45 years. He commented his house was built in 1912. Unstad commented many of the neighbors are longtime residents of the area. He indicated the county has taken care of the roads. Unstad stated he is on septic, which is taken care of by him. He advised the city would not get much benefit to annexing the area. Shewchuk pointed out Mr. Unstad lives in Annexation Area #7, which is the next public hearing.

Michael Nigro, 2009 Cornelia Street, Bellevue, NE, stated he is a longtime Bellevue resident and has seen a lot of changes in the city. He mentioned his wife is in a wheelchair; therefore, they live off of one income. Nigro advised he was opposed to the annexation since it would cost him more money in taxes. He further stated he agreed with what the other residents previously said. Nigro concluded by stating if annexed, he would run for city council.

Jeremy Harper, 8406 South 23rd Street, Bellevue, NE, mentioned he bought his house a few years ago. He indicated he was under the impression South 23rd Street would not connect to the Spring Ridge neighborhood. Harper mentioned the maps displayed suggested otherwise. He indicated he agreed with the comments already made. Harper questioned if street signs, traffic signs, and street lighting would be brought to the neighborhood upon annexation.

Mary Pavel, 8610 South 21st Street, Bellevue, NE, indicated it would have been nice to get more information from the city on annexation. She mentioned she has lived on her property for fifteen years. Pavel indicated she is a nurse, and the county provides excellent snow removal in this area. She also mentioned she did not want South 21st Street to go through to the Spring Ridge neighborhood. Pavel stated she was opposed to the annexation.

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

Shewchuk responded to some of the questions and concerns raised. He stated running for city council and being able to vote in city elections may be one of the biggest benefits to being annexed. Shewchuk indicated these areas would have representation on the city council if annexed. He pointed out this

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area would receive city services if annexed as well. Shewchuk mentioned the city has excellent snow removal service. He indicated the city contracts with Papillion Sanitation for trash. Shewchuk advised Spring Creek is currently an SID. He stated a number of SIDs will be recommended for annexation later this year. Shewchuk commented taxes will increase in these areas if annexed. He stated the city's tax levy is sixty-one cents. Shewchuk stated the fire district taxes drop off, resulting in a net increase of a mil levy of .424217. He stated on a home valued \$150,000, this would add approximately \$636 to the yearly property tax bill.

Ackley indicated a citizen mentioned in a prior annexation they knew someone taxed for sewer even though there was no sewer available. He asked Shewchuk to speak on this. Shewchuk commented he could not imagine that being the case. Ackley inquired about Gilmore Lake Road. He mentioned that road improvement was supposed to be split between the Spring Creek SID, Sarpy County, and the city. Ackley asked how the annexation would affect that agreement. Shewchuk stated the annexation will not change anything. He stated the agreement with Spring Creek is no longer valid because of the time lapse. Shewchuk indicated the Spring Ridge development has land near the VFW property which cannot be developed until Gilmore Lake Road is improved. Cain inquired if Gilmore Lake Road was the county's responsibility. Shewchuk stated half of the road is in the county while the other half is in the city.

Casey asked how many properties in this annexation package had greenbelt status. Shewchuk stated nine. Staff provided a map of these properties.

Aerni addressed the comment regarding the Public Works Department assessing the roads ahead of the annexation. He pointed out the Streets Department did provide an overall assessment of the street improvements necessary for this area as part of the annexation package information. Aerni stated the Public Works Department is planning a budget of \$35,000 per year for maintenance in this area. He commented a pre-assessment was undertaken as part of the staff report. Shewchuk mentioned a more complete analysis of necessary street improvements will be done after annexation.

Ackley questioned if the greenbelt lots were actually used for agricultural purposes, as they looked like smaller lots. Conversation on this matter ensued utilizing the maps and aerial photos for reference. Ackley stated he is not typically in favor of annexing greenbelt lots; however the greenbelt lots in this area include smaller lots where agricultural use seems to be in question. He mentioned in this area, he would not be recommending the greenbelt exception he did previously. Ackley stated he would continue to oppose annexing greenbelt properties in later annexation packages which were more agricultural in nature.

Cain stated snow removal was brought up several times as an issue. She mentioned her personal experience is the city's snow removal is excellent. Cain commented the Planning Commission does not control taxation. She stated the Planning Commission is only a recommending body and the final decision is up to the City Council.

MOTION made by Perrin, seconded by Cain, to re-open the public hearing on this request. Upon roll call, Casey, Perrin, Cain, Aerni, Ackley, Cutsforth, and Ritz voted yes. Smith voted no. Motion carried.

Michael Nigro, 2009 Cornelia Street, Bellevue, NE, questioned if the homeowners would be assessed for road improvements. He indicated he did not want the increased taxes in addition to the added expense of a paving district.

Connie Jones, 9015 South 25th Street, Bellevue, NE, inquired if the city's trash service would be an additional cost. She stated she currently picks her provider and bargains with that provider on cost. Jones indicated she would like to see a side-by-side comparison of her current tax rate versus what will happen upon annexation. She commented she is retiring and wants to be prepared since she will be on a fixed income. Jones inquired as to the timing of the annexation. She stated if the city needs additional money, it should come from somewhere other than annexations. Jones commented as to the benefits of annexation. She expressed concern with the additional rules and laws she would have upon annexation.

Maximino Leon-Lopez, 6311 South 36th Street, Bellevue, NE, stated he owns approximately five acres of property in this area and farms three of those acres.

Ritz closed the public hearing.

Shewchuk stated the cost of road improvements has not been determined at this point. He again

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Bellevue Planning Commission Meeting, April 25, 2019, Page 5

mentioned a comprehensive study would be completed by the Public Works Department at a later date. He indicated the city has not typically assessed property owners for street improvements; however, he stated that would be up to the City Council. Shewchuk advised the city has a trash program and cost is determined by the size of the cart you order. He commented the Wastewater Department could be contacted for more specific information. Shewchuk stated the Planning Commission does not set tax rates. He advised property owners would lose the Eastern Sarpy Fire District taxes. Shewchuk stated the city's tax rate of sixty-one cents would be added, for a net increase of .424217. He commented the city's Zoning Ordinance already applies to this area; however, the area would also be covered by City Code if annexed.

MOTION made by Aerni, seconded by Smith, to recommend APPROVAL of Annexation Area #5 as presented based upon positive financial impact to the city, and the natural growth and development of the city. Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on June 4, 2019.

PUBLIC HEARING was held on a request to annex Lots 2, 4, 5, 6A1, 6A2, 7, 8, 9, 10, 12B, 12C, 13A1, 13B1, 14A, 15A, 15B, 15C, 18, 19, and 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1 through 3, Old Orchard Place III, Lots 1 and 2, Old Orchard place Replat I, Lots 4 and 5, High School View, Lots 1 and 2, Vacek Addition, Lots 1 and 2, Vaceks 2nd Addition, Lot 59, except part to road, and Lot 60, except part to road, Childs Estate Acres, Tax Lots 8B1 and 12A1, located in Section 22, T14N, R13E of the 6th P.M., and Tax Lots 11-2A, 11-2B, and east 15' of Tax Lot 16A, located in Section 15, T14N, R13E of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Shewchuk stated letters from James Lorence/Lana Lorence/James Lorence III, Ralph Unstad, Laurel Unstad, and Jackie Stover were received in opposition to this annexation and provided to the Planning Commissioners.

Manuel Abundis, 1826 Cornelia Street, Bellevue, NE, stated the Commission does what they want without taking the resident's concerns into consideration. He stated the last annexation area was recommended for approval even though all of the residents who testified opposed it.

Pat Sullivan, 1246 Golden Gate Drive, Suite 1, Papillon, NE, was present on behalf of his client James Vacek, who owns property in this proposed annexation area. He indicated he was here for another client, when he happened to realize Mr. Vacek's property was part of this package also. Sullivan stated Mr. Vacek has had some recent health issues, so this has probably not been on his radar. He advised Mr. Vacek has a working farm; meaning, he lives on, and actively farms the property. Sullivan commented he does not see Mr. Vacek's property being used for anything other than a farm. He provided a brief description of how the greenbelt exemption works, and how properties under this designation are taxed. He concluded by stating his client would be opposed to this annexation.

James Lorence, 9100 South 13th Street, Bellevue, NE, read the letter he provided for the record.

Jim Mruz, 9017 South 13th Street, Bellevue, NE, expressed concerns regarding the extra cost of trash services. He also addressed all of the speeding down South 13th Street. Mruz stated this is an issue because of the traffic from the school and people trying to walk in the area without sidewalks. He asked if Centennial Road would ever go through. Mruz stated he can currently get a burn permit, which will change if annexed. He questioned if his agricultural zoning would change upon annexation. Mruz stated he does not want street lights. He indicated he currently hunts on his property, and requested clarification if this would be allowed to continue if annexed.

Joyce Mruz, 9005 South 13th Street, Bellevue, NE, expressed her concerns regarding farm animals in the area, and if residents would be allowed to keep their animals. She mentioned Mr. Vacek farms his ground. Mruz mentioned she sees no benefit to annexation; therefore, stated her opposition to the annexation.

Laurel Unstad, 1201 Kasper Street, Bellevue, NE, stated her grandchildren are the sixth generation to come into her house. She indicated her neighbors enjoy hobby farming and the wildlife in the area. Unstad mentioned the greenspaces need to be maintained. She advised residents did not wish to have their taxes raised to force them to let go of their land for the city's benefit. Unstad stated the city needs to plan for the future. She expressed her opposition to the annexation.

Aaron Beltz, 1203 Kasper Street, Bellevue, NE, stated the annexation is happening due to the mayor

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being a realtor and the desire for additional land. He indicated rather than raising taxes, the city could give the residents a grant and they will continue to take care of themselves like they do now. Beltz stated they do not need city services. He mentioned all of the wildlife in the area, which contributes to a sense of freedom and peace in the neighborhood. Beltz stated he has lived in his house 14 months, and does not see the need to pay the increased taxes. He expressed his belief again this annexation is for real estate reasons and not for the natural expansion of the city. Beltz mentioned there are other areas for the city to expand without taking this area. He indicated if annexed, he would run for city council and try to get rid of the individuals responsible for this annexation. Beltz stated he bought the house so he would not have neighbors close by and could reside in a quiet neighborhood. He advised he would rather take care of the street himself than pay the increase in taxes.

Kathy Zach, 1205 Kasper Street, Bellevue, NE, stated she has lived in her home for 25 years. She advised she bought the home because it had a well and septic system. Zach advised she has a one-half acre, with lots of wildlife. She questioned where this wildlife would go with city all around them. Zach stated she opposed the annexation.

Linda Hagmann Lee, 1012 Kasper Street, Bellevue, NE, stated her property was previously a horse farm. She stated her parents raised, bred, and boarded horses on the property. Lee indicated she pastures horses on the property currently. She advised the property has been sold twice; however, the sales never went through. Lee stated she has not been able to sell the property because she has been told it is not good for development, and also due to the fact she is protective of the land. She stated Bellevue used to be the place to live in the 1960's. Lee advised since that time, there has been poor planning on the city's part, as well as a reduction in personnel at Offutt Air Force Base, and Bellevue has gone down. She stated now the city needs additional money, and annexation is what they are turning to for funding. Lee mentioned the city has not followed through on any of the development plans they have put forth.

Patricia Rupp, 9014 South 13th Street, Bellevue, NE, indicated she also owns 9010 South 13th Street. She mentioned her father-in-law owned the land and gave them one acre to raise their children. Rupp indicated they now have grandchildren. She advised they have an orchard on the land. Rupp commented she knows the city needs to plan and grow. She questioned how the annexation would affect homeowners and when it would go into effect. Rupp stated residents would need time to make adjustments as necessary. She inquired who she would call to report speeding along South 13th Street. Rupp stated Sarpy County Sheriff's Department currently responds as needed. She indicated they built their house in 2012 and realized annexation would happen at some point. Rupp questioned if city code would change how they do things on their property.

Don Rupp, 9014 South 13th Street, Bellevue, NE, stated he did not have much to say because he could tell this was a "done deal." He stated a disbelief in that the Planning Commission did not have anything to do with residents' taxes. Rupp stated an opposition to the annexation.

Jackie Stover, 8910 South 13th Street, Bellevue, NE, stated she sent an email to the Planning Department addressing her concerns. She indicated she agreed with everyone else's comments. Stover advised she was disheartened to read a recent article in the Bellevue Leader regarding the Mayor's Forum. She stated she read Mayor Hike bragging about the amount of money and people he was going to bring in with these annexations. Stover stated residents could voice their concern all they wanted; however, she knew what was ultimately going to happen since it was in black and white it was a "done deal."

Larry Cain, 8910 South 13th Street, Bellevue, NE, stated nobody wants their taxes increased. He stated he is retired, and on a fixed income. Cain mentioned Hawk Ridge encompasses much of this area. He questioned why the city would not wait until it annexed Hawk Ridge to annex these properties at the same time. Cain mentioned the City of Bellevue does not have a good record of taking care of their people. He commented he does not believe the city spends their money wisely. Cain stated speeding is a problem along South 13th Street, which creates a dangerous situation for the neighborhood. He closed by pointing out not a single person had spoken in favor of the annexation.

Carolyn Pospisil, 1207 Kasper Street, Bellevue, NE, stated the greenbelt properties in this area are being used agriculturally. She mentioned she does not own a greenbelt property; however, she wanted to point this issue out to the Planning Commission prior to their vote.

Ralph Unstad, 1201 Kasper Street, Bellevue, NE, thanked the Commissioners for being respectful and listening to everyone's concerns. He stated these people are the roots of the county and are trying to keep their neighborhood intact.

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Bellevue Planning Commission Meeting, April 25, 2019, Page 7

Linda Hagmann Lee, 1012 Kasper Street, Bellevue, NE, inquired if she would be able to keep the horses on her property. Shewchuk stated she would be able to.

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

Shewchuk addressed some of the concerns. He stated there are no plans to extend Centennial Road. He stated hunting is not allowed in the city; however, the city regularly approves hunting waivers. Shewchuk mentioned hunting waivers are processed through the Police Department. He commented individual property owners pay for trash removal. Shewchuk advised the city contracts with Papillion Sanitation, and residents are billed on their monthly Metropolitan Utilities District bill. He stated anyone with agricultural animals would be allowed to keep them, as no zoning was going to change as part of the annexation. Shewchuk advised an annexation would not affect the wildlife.

Ritz clarified someone mentioned they would have to pay an extra \$636 per month; that is actually an estimated yearly increase, not monthly increase. He said a lot of residents also inquired about getting more information on the annexation. Shewchuk advised specific questions should be addressed to specific departments. He commented the city has general answers on their website, www.bellevue.net. Ritz stated he believed residents could opt of the city's trash program. Shewchuk stated residents could keep their own trash service, but would still have to pay for the city's service as well. Ritz stated there was a question about meeting minutes. He indicated the minutes would be posted to the city's website, as well as a video of the meeting.

Casey addressed the concern regarding speeding along South 13th Street. He stated if this area is annexed, there is a Bellevue Police Department resource officer at Bellevue West. Casey commented a license plate turned in to this officer would make it easy for that officer to deal with if South 13th Street was a city street.

Ackley requested to see the greenbelt properties map. Discussion ensued regarding the size of the greenbelt properties. Ackley stated he was unsure as to how Lots 59 and 60, Childs Estate Acres, qualified for greenbelt due to their small size. He inquired if the owner was present. Shewchuk stated the owner lives in Colorado. Palm pointed out Mr. Kulhanek sent an email, which was provided to the Planning Commission. Shewchuk stated there was no crops planted on the property. One of the neighbors stated the property was cut for hay. Ackley stated his recollection was that property owners needed a minimum of 10 acres of ground, and had to show some sort of agricultural use on the property. He stated he would support removing the larger greenbelt properties from the annexation package. Conversation ensued on this topic. Aerni stated it is not the Planning Commission's job to decide what qualifies for greenbelt, as that has already been established by the County Assessor. He advised in his opinion, a motion should include either all greenbelt properties or no greenbelt properties. As such, he was prepared to make two separate motions; one including non-greenbelt properties, and one for the greenbelt properties. Casey inquired if greenbelt status is required to be renewed annually. Shewchuk stated that was his understanding. Discussion followed on this matter.

MOTION made by Aerni, seconded by Casey, to recommend APPROVAL of a request to annex Lots 4, 5, 6A1, 6A2, 10, 12B, 12C, 13A1, 13B1, 14A, 15A, 15B, 15C, 18, 19, and 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1 through 3, Old Orchard Place III, Lots 1 and 2, Old Orchard place Replat I, Lots 4 and 5, High School View, Lot 2, Vacek Addition, Lot 2, Vaceks 2nd Addition, Lot 59, except part to road, and Lot 60, except part to road, Childs Estate Acres, Tax Lots 8B1 and 12A1, located in Section 22, T14N, R13E of the 6th P.M., and Tax Lots 11-2A, 11-2B, and east 15' of Tax Lot 16A, located in Section 15, T14N, R13E of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue. This recommendation exempts the lots with greenbelt status. Upon roll call, all present voted yes. Motion carried unanimously.

MOTION made by Aerni, seconded by Cutsforth, to recommend APPROVAL of a request to annex Lots 2, 7, 8, and 9, Old Orchard Place, Lot 1, Vacek Addition, and Lot 1, Vaceks 2nd Addition; and all abutting county road rights-of-way. Applicant: City of Bellevue. These lots represent ones with greenbelt status.

Aerni explained he was opposed to "donut zoning." He stated this area is surrounded by the city limits and has been hanging out there for decades. Aerni explained if these greenbelt lots are once again excluded from annexation, this problem will persist for future generations. He asked Pat Sullivan to address the Planning Commission regarding greenbelt status. Aerni indicated at the April 22, 2019 City Council meeting, Sullivan stated the client he was representing would see a 61% tax increase. He

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Bellevue Planning Commission Meeting, April 25, 2019, Page 8

advised that was represented as a \$3700-\$6,000 approximate increase. Aerni stated that while a large increase in percentage, it was not necessarily a large dollar amount. Sullivan indicated that could be misleading when factoring in a property's valuation. He stated this valuation would likely increase significantly over time. Sullivan stated if only a portion of the property can be farmed, a property owner could be in a deficit alone by virtue of the taxes. He clarified the minimum 10 acre rule on greenbelt properties has been gone a long time. Sullivan stated Statute 77-1359 requires commercial production of any plant or animal product, with the property primarily used for that purpose.

Ackley indicated in upcoming annexation packages there are large tracts of nothing but agricultural land. He questioned Aerni if the "donut" principal applied there as well. Aerni stated he did not oppose removing greenbelt properties from an annexation package last month because those properties were on the edge of the city limits. He stated he may look at others the same way.

Upon roll call, Aerni and Cutsforth voted yes. Casey, Perrin, Cain, Ackley, Ritz, and Smith voted no. Motion failed.

Shewchuk stated it would be appropriate for another motion to be made to approve excluding the greenbelt properties. He indicated this should be done so that a recommendation can be made to the City Council.

MOTION made by Ackley, seconded by Cain, to recommend APPROVAL of a request to exclude Lots 2, 7, 8, and 9, Old Orchard Place, Lot 1, Vacek Addition, and Lot 1, Vaceks 2nd Addition; and all abutting county road rights-of-way from the annexation package. Applicant: City of Bellevue. These lots represent ones with greenbelt status. Upon roll call, Casey, Perrin, Cain, Ackley, Ritz, and Smith voted yes. Aerni and Cutsforth voted no. Motion carried.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on June 4, 2019.

PUBLIC HEARING was held on a request to annex Lots 1, 2, 3, 11, and 12, Dvorsky's Industrial Subdivision, Lots 1 and 2, Dvorsky's Industrial Sub. Replat I, Lots 1 and 2, T and L Addition, the southeast corner of Tax Lot 4, located in Section 12, T13N, R13E of the 6th P.M., Tax Lot K, part of Tax Lot J, Tax Lot Z, located in Section 6, T13N, R13E of the 6th P.M., Tax Lot 26, and part of Tax Lot 28 adjacent, located in Section 1, T13N, R13E of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Pat Sullivan, 1246 Golden Gate Drive, Suite 1, Papillion, NE, provided a handout to the Commissioners regarding his client's property, Tax Lot 26 and part of Tax Lot 28. He walked the Commissioners through the handout. Sullivan provided a map showing how his client's property is situated within the AICUZ (Air Installation Compatible Use Zone). The property sits within the noise contours of the AICUZ, which has specific regulations attached to it. Sullivan indicated if he came to the Planning Department with a plan to develop the property with housing, the Offutt Air Force Base Civil Engineer would object based on the property's proximity to the runway. He stated housing is discouraged in the Ldn 65-70, and strongly discouraged in Ldn 70-75. As a result, Sullivan advised it was highly unlikely the property would ever be developed. He noted for Commissioner Aerni that this property is on the edge of town, and has greenbelt status. Sullivan indicated about 70% of the over ninety acre property is farmed with row crops. He referred to Map 3-4 in his handout, which was taken from the Comprehensive Plan. Sullivan stated this annexation map does not give his client's property a designation. He mentioned this property was annexed in 2004. At the time, the city did not realize the annexation triggered the loss of the greenbelt. Sullivan stated he went back and petitioned the city to de-annex the property based on the same information he presented tonight. He indicated the property was de-annexed, and provided a copy of this resolution on the last page of his handout. Sullivan concluded this property is a farm, and based on its proximity to Offutt Air Force Base and the AICUZ, it will not be anything other than a farm. He requested this property not be annexed into the city.

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

Ackley initiated conversation regarding greenbelt properties in this area. Shewchuk advised this was the only parcel in this annexation package which had greenbelt status.

MOTION made by Ackley, seconded by Casey, to recommend APPROVAL of a request to annex Lots 1, 2, 3, 11, and 12, Dvorsky's Industrial Subdivision, Lots 1 and 2, Dvorsky's Industrial Sub. Replat I, Lots 1 and 2, T and L Addition, the southeast corner of Tax Lot 4, located in Section 12, T13N, R13E of the 6th P.M., Tax Lot K, part of Tax Lot J, and Tax Lot Z, located in Section 6, T13N, R13E of the 6th

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P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue. This recommendation specifically excludes the property with greenbelt status. APPROVAL based upon conformance with the Comprehensive Plan and the benefit of the city.

Discussion on the motion ensued.

Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on June 4, 2019.

PUBLIC HEARING was held on a request to annex part of Lot 10A east of relocated Mopac railroad and south of drainage ditch, part of Lot 10A west of relocated Mopac railroad and south of drainage ditch, part of Lot 10B south and west of drainage ditch, Palmtag's Subdivision, abandoned railroad right-of-way adjacent and Lot 5 and part of Lot 6, part of Lot 7 and vacated street adjacent Lots 5, 6, and 7, Butterfield's Subdivision, Tax Lot E in northwest ¼, located in Section 11, T13N, R13E of the 6th P.M., Tax Lots 1 and 2A, and parts of Tax Lot 2 and Tax Lot 6, east of railroad and abandoned railroad (parcel #010614230), Tax Lot 2B, part of Tax Lot 6 and part of Tax Lot 1, irregular westerly 724.67' of Tax Lot 11, except right-of-way in northwest ¼, Tax Lot 11 except west 51.42 acres and except road right-of-way, irregular tract in northwest corner of Tax Lot 12 except right-of-way, southwest ¼, Tax Lot 12 except right-of-way and tract in northwest corner and easterly tract all in south ½, irregular easterly 148' of Tax Lot 12 in southeast ¼, located in Section 14, T13N, R13E of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Shewchuk stated a letter was received from Mr. Jim Lang, who represents property owner Frank Krejci.

Jim Lang, 8526 F Street, Omaha, NE, was present on behalf of Frank Krejci. He stated Mr. Krejci owns a 55 acre parcel near the southeast corner of Fairview Road and Fort Crook Road. Lang advised there are no improvements on the property and it is being farmed. He stated Statute 16-117 requires three conditions for a City of the First Class to annex property: 1) it must be contiguous, 2) it must be urban/suburban in character, and 3) the city cannot annex agricultural land which is rural in nature. Lang stated his client's property is not contiguous, is not urban or suburban in character, and the property is agricultural land. He advised this property has had greenbelt status since 1995. Lang stated this property is being farmed, and will be farmed in the future. Subsequently, he requested his client's property be excluded from the annexation.

Ritz closed the public hearing.

Cutsforth inquired if Mr. Krejci's property was in the city's extra-territorial jurisdiction. Shewchuk stated it was. He mentioned if the rest of the annexation package is annexed, Mr. Krejci's property will be contiguous to the city. Shewchuk stated there could be an argument made for the property being urban/suburban in character since it is so close to the city. He told Mr. Lang to use Statute 16-130 for future reference. Cutsforth questioned if this property was part of the Highway 34 corridor. Shewchuk stated it was not. Conversation on this matter followed utilizing the maps. Ackley clarified the only developed area in this annexation package was the Darling plant. Shewchuk stated that was correct. Smith indicated the land south of the Darling plant is agricultural as well. Discussion regarding the agricultural properties in the annexation package ensued.

MOTION made by Ackley, seconded by Smith, to recommend APPROVAL of a request to annex part of Lot 10A east of relocated Mopac railroad and south of drainage ditch, part of Lot 10A west of relocated Mopac railroad and south of drainage ditch, part of Lot 10B south and west of drainage ditch, Palmtag's Subdivision, abandoned railroad right-of-way adjacent and Lot 5 and part of Lot 6, part of Lot 7 and vacated street adjacent Lots 5, 6, and 7, Butterfield's Subdivision, Tax Lot E in northwest ¼, located in Section 11, T13N, R13E of the 6th P.M., Tax Lots 1 and 2A, and parts of Tax Lot 2 and Tax Lot 6, east of railroad and abandoned railroad (parcel #010614230), Tax Lot 2B, part of Tax Lot 6 and part of Tax Lot 1, located in Section 14, T13N, R13E of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue. This recommendation specifically excludes the properties with greenbelt status.

Aerni commented this annexation package is on the edge of the city and has the potential to grow Bellevue's extra-territorial jurisdiction. He asked staff to address this. Shewchuk stated the extra-territorial jurisdiction (ETJ) does not grow automatically with an annexation; the city has to pass an ordinance to change it. He stated the city would look at where the ETJ could possibly grow. Shewchuk provided a summary of the city's current ETJ in the LaPlatte area. Conversation followed regarding the ETJ using the maps provided.

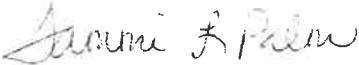
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Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on June 4, 2019.

Meeting adjourned at 10:01 p.m.

A handwritten signature in cursive script, appearing to read "Tammi L. Palm".

Tammi L. Palm
Land Use Planner

MINUTE RECORD

CLAIMS FOR MAY 7, 2019

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MAYOR

BELLEVUE TRAVEL	CPS-AGENT FEE	30.00
ICSC CONFERENCE	CPS-RECON FULL PROGRAM-MILWAUKEE, WI	660.00
ICSC CONFERENCE	CPS-ICSC DUES	50.00
OMAHA WORLD HERALD	RENEW SUBSCRIPTION	218.40
SOUTHWEST AIRLINES	CPS-AIR FARE TO ICSC-MILWAUKEE, WI	615.59
		<hr/>
		\$ 1,573.99

CITY ADMINISTRATOR

BELLEVUE CHAMBER OF COMMERCE	MAYORS LUNCHEON-APR 2019	40.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	5,219.88
ICSC CONFERENCE	CPS-ICSC DUES	100.00
INDOFF	NAME BADGES	58.14
KIWANIS CLUB OF BELLEVUE	MEMBERSHIP DUES	262.00
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	81.05
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	53.38
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	124.52
SAM'S CLUB DIRECT	VOLUNTEER DINNER CANDIES	158.70
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	49.49
		<hr/>
		\$ 6,147.16

CITY COUNCIL

DON PREISTER	REIMB INTERNET SERVICE-APR 2019	83.55
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	145.69
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		\$ 229.24

LEGAL SERVICES

AMAZON.COM, LLC	SHREDDER	169.99
BREE ROBBINS	REIMB FOR DESK AND BOOKCASE	780.31
ERICKSON & SEDESTROM, PC	LEGAL FEES-FEDERAL LAWSUIT 32329	2,115.00
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	89.99
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		\$ 3,155.29

CABLE ADVISORY

AVI SYSTEMS	EXTENDED WARRANTY AND SOFTWARE UPDATES	21,378.58
B & H PHOTO-VIDEO	CPS-FLASH DRIVES	141.18
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	3,857.20
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	29.75
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	23.08
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	62.26
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	49.49
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		\$ 25,541.54

CITY CLERK

BEST BUY BUSINESS ADVANTAGE ACCOUNT	CPS-FLASH DRIVES	112.47
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	3.87
DELL MARKETING L.P.	ADDITIONAL MONITORS	499.24
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	3,924.31
J P COOKE COMPANY	STAMPS	85.00
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	23.67
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	18.84
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	62.26
MIDLANDS PRINTING	BUSINESS CARDS-S HARBIN	112.53

MINUTE RECORD

CLAIMS FOR MAY 7, 2019

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CITY CLERK (cont'd)

OMAHA WORLD HERALD CO	LEGAL ADS-FEB 2019	462.89
OMAHA WORLD HERALD CO	LEGAL ADS-MAR 2019	533.84
OMAHA WORLD HERALD CO	LEGAL ADS-AUG 2018	372.57
OMAHA WORLD HERALD CO	LEGAL ADS-JUL 2018	608.03
OMAHA WORLD HERALD CO	LEGAL ADS-2019-2-3	1,120.03
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		\$ 7,939.55

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	267.82
BELLEVUE CHAMBER OF COMMERCE	MAYORS LUNCHEON-APR 2019	20.00
DOMINO'S PIZZA	CPS-PIZZAS FOR WELLNESS-LIBRARY	76.91
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	8,205.31
INDOFF	PRINTER SUPPLIES	637.92
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	101.69
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	68.36
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	217.91
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	49.49
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		\$ 9,645.41

LIBRARY

AMAZON.COM, LLC	BOOKS, VIDEOS, OFFICE SUPPLIES	795.34
BELLEVUE PRINTING COMPANY	GIFT IN KIND RECEIPTS	75.00
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
DILLONS CUSTOMER CHARGES	SUPPLIES	62.38
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	7,540.89
INDOFF	PRINTER SUPPLIES	162.99
INGRAM LIBRARY SERVICES	BOOKS	2,048.58
KAPCO	BOOK SUPPLIES	280.49
LIBRARICA, LLC	SUPPORT RENEWAL	387.60
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	79.47
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	65.27
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	249.04
NEOFUNDS BY NEOPOST	POSTAGE METER REFILL	695.00
NEOPOST USA INC	INK CARTRIDGES FOR POSTAGE METER	280.00
OMAHA WORLD HERALD	RENEW SUBSCRIPTION	462.80
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		\$ 13,269.93

ADMINISTRATIVE SERVICES

AMAZON.COM, LLC	ROAD FLARES	51.84
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	11,228.79
IDEAL PURE WATER COMPANY	BOTTLED WATER	35.00
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	109.14
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	89.18
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	280.17
PAYCHEX of NEW YORK, LLC	MARCH TIME & LABOR ONLINE FEE	99.00
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	51.08
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		\$ 11,944.20

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CLAIMS FOR MAY 7, 2019

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PUBLIC WORKS

BELLEVUE CHAMBER OF COMMERCE	MAYORS LUNCHEON-APR 2019	20.00
DVORAK LAW GROUP	LEGAL FEES-LIABILITY CLAIM E4P3562	1,981.30
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	6,148.52
HIGHWAY HANDYMAN PRODUCTS, INC	ROLL APPLICATOR, SQUEEZE APPLICATOR	4,173.89
MENARDS	TAPE MEASURE	20.58
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	96.37
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	66.25
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	155.65
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-5	9.09
MOBOTREX	TRAFFIC SUPPLIES	9,135.00
NEBRASKA IOWA SUPPLY CO	FUEL	4,107.61
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-4-15	159.07
OMAHA WORLD HERALD CO	LEGAL ADS-2019-3-31	13.94
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	174.01
WESTLAKE ACE HARDWARE	CPS-SPRAY	13.90
		\$ 26,275.18

PARKS

AMAZON.COM, LLC	DOG WASTE ROLL BAGS, FILTERS, PRINTER	467.59
A-RELIEF SERVICES	PORTABLE RESTROOMS	332.00
CORPORATE PAYMENT SYSTEMS	CPS-CREDIT FOR LATE FEE	(100.00)
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAR 2019	9,292.09
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	12,380.42
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	1,372.58
GRAINGER	MENS OVERBOOTS, FLOOD LIGHTS, SAFETY VESTS, BRAKE CLEANER	1,578.82
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	37.61
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	133.12
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	112.57
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	342.43
MENARDS	CEMENT PATCH, PUSH BROOM	141.73
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-9	368.10
NEBRASKA TURFGRASS ASSOCIATION	CPS-MEMBERSHIP DUES	150.00
OMAHA PUBLIC POWER DISTRICT	REPAIR GUY WIRE-DAMAGE DONE 11/08/2017	792.70
PRECISE MRM LLC	GPS TRACKING	183.42
READY MIXED CONCRETE COMPANY	CONCRETE	421.91
SHERWIN WILLIAMS CO	BALLFIELD LINE PAINT	84.30
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	220.56
UNITED RENTALS (NORTH AMERICA), INC	LIGHT RENTAL FOR PUMP SITE-FLOOD	2,971.26
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
WESTLAKE ACE HARDWARE	DRYWALL SCREWS, BLADES, TAPING KNIFE, LIGHTER, HOSE, RESPIRATORS	275.37
		\$ 31,578.71

RECREATION

ERICA KEYES	REFUND BASEBALL LEAGUE	57.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	2,109.96
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	31.28
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	24.34
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	62.26
NEBRASKA DEPARTMENT OF LABOR	UNEMPLOYMENT CLAIMS	506.21
PAT ARMSTRONG	REFUND DEPOSIT	300.00
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	49.49
US TENNIS ASSOCIATION	CPS-TRAC CLINIC	65.00
WESTLAKE ACE HARDWARE	CHAIN	83.85
		\$ 3,289.89

MINUTE RECORD

CLAIMS FOR MAY 7, 2019

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BUILDING MAINTENANCE

ADVANCED CARPET CLEANING, INC	CLEAN CARPETS-CITY BUILDINGS	2,635.00
AMERICAN UNDERGROUND SUPPLY, LLC	CURB STOP PLUGS	236.12
ANDERSON ELECTRIC SALES & SERVICE	BUBBLER KIT	100.00
APOLLO REFRIGERATION & HEATING	CHANGE FILTERS-ALL DIST	590.00
BIG RED LOCKSMITHS	KEYS	12.00
BUILDERS SUPPLY COMPANY	DOWNSPOUT ELBOWS	21.04
CREATIVE SITES, LLC	TOT SEAT	207.00
ECHO GROUP, INC	GRIP CABLE, HOLE SAW KIT	159.89
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	8,083.14
FIRE PROTECTION SERVICES, LLC	FIRE ALARM INSPECTIONS	790.00
GALVIN GLASS	REPLACE GARAGE DOOR WINDOW	244.30
HILLYARD	JANITORIAL SUPPLIES	263.92
INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIR	2,581.22
JACKSON SERVICES, INC	DOOR MAT SERVICE	163.88
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR	176.50
MENARDS	HOOKS, CONNECTORS, BATTERIES, FLASHLIGHT, PAINT, GLOVES, MULCH, LUMBER	1,127.48
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	70.25
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	61.86
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	217.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-4	35.29
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	684.28
PLIBRICO REFRACTORY CONSTRUCTION	AC MAINTENANCE	2,826.25
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	280.00
ROTO-ROOTER SERVICES CO	CLEAN BRANCH LINE-SENIOR CENTER	394.35
SECURITY EQUIPMENT	SECURITY MONITORING	372.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	2,828.57
TITANIUM FIRE SPRINKLER COMPANY	REPLACE POST INDICATOR VALVE	2,065.00
TREES SHRUBS AND MORE	PLANTS FOR FLOWER BEDS	644.98
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	25.54
VOSS LIGHTING	JANITORIAL SUPPLIES-FLOOD	340.85
WALMART COMMUNITY	CPS-SHREDDER-FLOOD	52.68
WESTLAKE ACE HARDWARE	CLEANING SUPPLIES, ELECTRICAL SUPPLIES, GLOVES, PROPANE, KEYS	189.98
		\$ 28,481.28

CEMETERY

BETTS ENTERPRISES	RESET STONES	700.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	1,506.62
MENARDS	TAPE, SUPPLIES	37.74
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	22.06
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	17.74
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	62.26
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	49.49
WATKINS CONCRETE BLOCK CO	RETAINING WALL TOP CAP	87.50
		\$ 2,483.41

STREETS

AMAZON.COM, LLC	BATTERY CHARGER	24.99
CARROLL CONSTRUCTION SUPPLY	WOOD STAKES, ARROW BLADES, HAMMER	1,316.61
CONSOLIDATED CONCRETE	CONCRETE	2,892.50
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAR 2019	1,148.83
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-FEB 2019	250.00

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CLAIMS FOR MAY 7, 2019

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STREETS (cont'd)

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	36,355.58
FINISHED EDGE, INC	LIABILITY CLAIM AUTO	167.27
GRAINGER	PORTABLE GENERATOR	1,514.71
HDR ENGINEERING, INC	STORM SEWER STUDY-OLD TOWNE	5,412.16
INDOFF	COPY PAPER 11X17	54.99
MARTIN PRODUCTS SALES, LLC	OIL	469.90
MENARDS	GAS CAN, SPRAYER, BATTERIES, MAILBOX POSTS, TOTES	159.03
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	304.32
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	255.11
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	840.51
METRO LEASING	STREET SWEEPER PAYMENT-LEASE 8714	10,408.22
METRO LEASING	INT'L DUMP TRUCK PAYMENT-LEASE 7696	24,778.20
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-16	116.31
MICHAEL TODD & COMPANY	LOOPER CONES	3,850.00
OMNI	ASPHALT	3,279.69
READY MIXED CONCRETE COMPANY	CONCRETE	4,942.71
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	238.46
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
		\$ 98,800.23

FLEET MAINTENANCE

911 CUSTOM, LLC	CHARGE GUARDS	428.76
AA WHEEL & TRUCK SUPPLY, INC	TOP WIND JACK	141.08
ACTION SIGNS	MAGNETIC SIGNS	147.00
AMERICAN TRAILER & STORAGE, INC	STORAGE UNIT	4,875.00
AUTO GLASS PRO OF OMAHA	CPS-WINDOW TINTING	384.00
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BLACKJACK, BELT TENSIONER, FILTERS	2,487.19
AVERY RENTS	PROPANE	27.39
BAUER BUILT	REAR TIRES	2,120.00
BAXTER CHRYSLER DODGE JEEP	DETECTOR, VAPOR SEAL, SHOCKS, TIRE SENSORS, HOSES	1,919.43
BAXTER FORD	STEP ASSEMBLY, GASKETS, HOUSINGS, WHEEL ASSEMBLY	1,179.00
BELLEVUE TIRE & AUTO SERVICE	TIRES	2,672.00
CLAYS PUMP & METER	SHOP LIFT REPAIR	120.00
CORNHUSKER INTERNATIONAL TRUCKS	PARTS, TUBE KIT, HOSE, PEDESTAL, CLAMPS	1,138.31
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAR 2019	1,252.68
DANIELSON / TECH SUPPLY	TIRE CHANGER	12,775.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	19,510.81
FACTORY MOTOR PARTS CO	GAS EXHAUST VALVE, TIRE PRESSURE, TEMP SENSOR, FAN CLUTCH	688.70
FARM PLAN	DEFLECTOR, V-BELT	112.02
FLEET PRIDE	RUBBER PLUG, GREASE CAP	14.76
GCR TIRES & SERVICE	TIRE, ALIGNMENT	1,492.95
HOSE & HANDLING, INC	WATER CAPS	51.36
INLAND TRUCK PARTS CO	REPROGRAM STEERING SENSOR	528.00
INTERSTATE BATTERIES	BATTERIES	1,092.50
INTERSTATE POWER SYSTEMS, INC	ISOLATOR, GASKET	100.33
J & J SMALL ENGINE SERVICE	LINK HANDLE, BLADES, FILTERS	825.36
JIM HAWK TRUCK TRAILERS	LONG STROKE	241.52
KRIHA FLUID POWER CO	FITTINGS	9.21
LIONS AUTOMOTIVE, INC	REPAIR SEAT CUSHION	545.00
MATHESON TRI-GAS INC	WELDING SUPPLIES	41.85
MENARDS	COVERALLS, RE-BAR, BATTERIES, GLOVES, CLEANING SUPPLIES, NUT DRIVER	212.89

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CLAIMS FOR MAY 7, 2019

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FLEET MAINTENANCE (cont'd)

METLIFE INSURANCE	LTD INSURANCE-MAY 2019	182.32
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	145.54
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	466.95
MPH INDUSTRIES	REPAIR RADAR	72.00
NAPA AUTO PARTS	CHAIN BREAKER, CLAMPS, FILTERS, FITTINGS, GLOVES, TOW BARS	730.95
NEBRASKA ENVIRONMENTAL PRODUCTS	TOW BARS, BRAKE SRINGS, DEFLECTORS, DIRT SHOE	2,713.46
NEBRASKA IOWA INDUSTRIAL FASTENERS	MACHINE SCREWS, COTTER PINS	21.77
NMC EXCHANGE LLC	AIR FILTERS	37.04
O'REILLY AUTOMOTIVE PARTS	PARTS, LINK KIT, CLEANER	156.10
P&M HARDWARE	WHEEL, SEAL	610.43
PAUL LUCHT & SONS	ALIGNMENT	190.00
POWERPLAN	O-RINGS, ELBOW	24.90
REXCO EQUIPMENT CO	HYD FILTER, OIL	324.54
SEAGRAVES FIRE APPARATUS, LLC	ENGINE TEMP GAUGE	107.48
SERVICE EXPRESS CO	GREASE PUMP, REGULATOR FILTER	1,767.36
TERMINAL SUPPLY CO	RELAYS, TERMINAL PIGTAILS	267.56
TOOL SHED	PILOT BITS	17.12
TOYNE, INC	CORD	73.44
TURFWERKS	DECK WHEEL, COVER LATCH, SPINDLE MOTOR	878.96
TY'S OUTDOOR POWER & SERVICE	COMBINATION WRENCH, FILTER PLATE	64.82
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	66.04
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	116.10
WATCHGUARD VIDEO	BATTERIES AND CLIPS FOR MICS	243.00
		\$ 66,411.98

PLANNING

BELLEVUE CHAMBER OF COMMERCE	MAYORS LUNCHEON-APR 2019	20.00
BEST BUY BUSINESS ADVANTAGE ACCOUNT	CPS-FLASH DRIVES	112.48
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	3,109.92
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	37.99
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	28.89
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	62.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-5	8.22
NCH SOFTWARE, AUSTRALIA	CPS-EXPRESS SCRIBE SOFTWARE	52.12
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-4-15	144.13
OMAHA WORLD HERALD CO	LEGAL AD	41.41
		\$ 3,617.42

PERMITS & INSPECTIONS

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	13,320.66
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	103.83
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	82.27
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-5	10.99
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	249.04
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-4-15	192.18
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	268.54
		\$ 14,227.51

POLICE/CODE ENFORCEMENT

ACTION SIGNS	INSTALL GRAPHICS ON CRUISER	37.50
ALL TRAFFIC SOLUTIONS	RADAR TRAILER AND SOFTWARE	1,200.00
AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES, POWER ADAPTER, SCANNER	2,086.47

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CLAIMS FOR MAY 7, 2019

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POLICE/CODE ENFORCEMENT (cont'd)

AMERICAN AIR LINES	CPS-AIR FARE-SRO TRAINING-BANKS, CHASE	1,090.00
AXON ENTERPRISE, INC	REPLACE OLD TASER	1,145.82
BAYCOM, INC	PRINTER MOUNTS	565.00
CABELA'S RETAIL INC	CPS-PONCHOS, WADERS-FLOOD	1,061.19
CIOX - HEALTHPORT	MEDICAL REPORT FOR INVESTIGATIONS	20.00
COX COMMUNICATIONS	SUBPEONA FOR INVESTIGATIONS	150.00
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAR 2019	1,695.53
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-FEB 2019	500.00
DAVID G STUKENHOLTZ	REIMBURSE PER DIEM	76.50
DILLON BROTHERS H-D BUELL	CPS-MOTORCYCLE CERT-MELROSE	295.00
DOUBLETREE HOTEL	CPS-LODGING-TRAINING-BETSWORTH	599.00
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	100.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	136,417.69
ENTERPRISE FM TRUST	DEA VEHICLE LEASE PAYMENT-APR 2019	521.58
FAIRFIELD INN	CPS-LODGING-FBI CONF-DARGY, STUKENHOLTZ	507.36
FLY HIGH USA	CPS-FLYHIUSA DRONE TRAINING-COX	120.74
GENERAL FIRE & SAFETY CO	ANNUAL PORTABLE FIRE EXTINGUISHER INSPECTIONS	1,451.75
GLENDAL PARADE STORE	UNIFORM ITEMS FOR HONOR GUARD	192.70
GREAT PLAINS UNIFORMS	TACTICAL POLOS	109.00
HAMPTON INN	CPS-LODGING-FTO TRAINING-REED	411.32
HEALTH & FITNESS SYSTEMS	HEALTH & FITNESS TRAINING-JASHINSKE	300.00
INPUT-ACE	DONGLE LICENSE RENEWAL	1,995.00
J P COOKE COMPANY	STAMPS	60.85
JOE MILOS	REIMB FOR PER DIEM	76.50
LARRY LAMPMAN	ADVANCE FOR TRAINING	229.50
MENARDS	NUTS, WASHERS, DRILL BITS, K9 GATE AND PANELS	555.86
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	1,698.23
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	887.02
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	3,705.64
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-5	200.10
NATIONAL ASSOCIATION OF SCHOOL	CPS-ADV SRO TRAINING-MEYERS, ORSI	690.00
OCCUPATIONAL HEALTH CENTERS OF	PULMONARY TESTING	215.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-4-15	3,504.48
PEN-LINK	CPS-MAPPING TRAINING-HOLM	899.00
POLICEONE	CPS-REFUND ON TRAINING-VEST	(495.00)
PRIME COMMUNICATIONS, INC	SERVICE CHARGE	555.00
RAY ALLEN MANUFACTURING CO	K-9 EQUIPMENT	226.92
SARPY COUNTY SHERIFF'S OFFICE	MRAP INSPECTION	10.00
SEALAND MARINE	CPS-LIFE JACKETS-FLOOD	151.88
SHELL SUPER STORE	CRUISER WASH	3.75
SPRINT	MONTHLY SERVICE-2019-4-5	125.22
SUPER SEER CORPORATION	MOTORCYCLE HELMETS	1,013.73
THOMAS DARGY	REIMB FOR PER DIEM	76.50
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	3,124.04
WESTLAKE ACE HARDWARE	SUPPLIES FOR RANGE	50.36
		\$ 170,213.73

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	103.53
AMAZON.COM, LLC	CORK BOARD, OFFICE SUPPLIES, SHOES	249.68
ARROW INTERNATIONAL	MEDICAL SUPPLIES	2,660.00
AVERY RENTS	PROPANE	24.64

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CLAIMS FOR MAY 7, 2019

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FIRE & RESCUE (cont'd)

AVI SYSTEMS	REPLACEMENT LAMP	462.89
BELLEVUE CHAMBER OF COMMERCE	MAYORS LUNCHEON-APR 2019	20.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,622.74
CABELA'S RETAIL INC	CPS-BOATS-FLOOD	9,226.00
CENTER FOR EDUCATION & EMPLOYMENT	CPS-DESK ENCYCLOPEDIA	124.95
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-FEB 2019	750.00
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAR 2019	2,110.03
EC DATA SYSTEMS, INC	CPS-FAX SERVER	7.95
ED M FELD EQUIPMENT CO	SCBA REPAIR, COMPRESSOR MAINTENANCE	682.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	63,683.56
FIRE PROTECTION PUBLICATIONS	CPS-TRAINING MANUALS	479.64
FIREGUARD	REFILL EXTINGUISHERS	49.50
GREAT PLAINS UNIFORMS	UNIFORMS	1,437.00
JP MORGAN CHASE-ARAMARK UNIFORM SVC	LINEN SERVICE-ALL DIST	3,248.72
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	148.61
MARCO'S PIZZA	CPS-FOOD FOR CMD CTR-FLOOD MEETING	219.23
MENARDS	CORD, BROOM CLIPS	10.96
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	766.50
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	495.18
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	1,753.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-10	516.50
PAPILLION FIRE DEPARTMENT	SHARE OF FAX SERVER	87.50
PERRY GUIDO	UNIFORM REIMBURSEMENT	214.94
RACOM CORP	RACOM ALERTING SYSTEM	74,537.79
SPARTAN NASH STORES, LLC	CPS-FOOD FOR CMD CTR-FLOOD MEETING	71.37
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR SERVICES-JAN/MAR 2019	10,040.83
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	849.12
WESTLAKE ACE HARDWARE	HOSE AND HOSE TRIGGER	49.98
ZIRMED, INC	MONTHLY PROF CLAIMS MANAGEMENT FEE	255.20
		\$ 176,959.80

NON-DEPARTMENTAL/CONTRACTS

LOCKTON COMPANIES, LLC	EXCESS WORK COMP PREMIUM	13,911.00
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM FEES-APR 2019	1,650.00
MENARDS	WALLMOUNT MAILBOX-EOC ROOM	32.56
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-4	55.21
NEOPOST USA INC	POSTAGE METER MAINTENANCE	542.04
NEOPOST USA INC	POSTAGE METER RENTAL	691.01
PMAM	ALARM FEES	1,930.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
		\$ 18,936.82

INFORMATION TECHNOLOGY

ACCESS	BACKUP STORAGE TAPES	356.04
AMAZON.COM, LLC	BATTERIES	25.87
CONVERGEONE, INC	EXTREME HARDWARE FOR IT	9,137.35
CORE TECHNOLOGIES, INC	UC ADMINISTRATOR SUPPORT	2,604.79
DELL MARKETING L.P.	REPLACEMENT COMPUTERS-FLOOD	8,608.62
FUTUREWARE DISTRIBUTING	COMPUTER UPGRADES	160.00
HOSTGATOR.COM	CPS-MONTHLY DOMAIN FEE	59.95
ONE CALL CONCEPTS	LOCATES FOR IT	9.99
RACOM CORP	NETWORK ALERTING UPGRADES	3,837.96
TESSCO	ANTENNA	139.25
		\$ 24,939.82

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CLAIMS FOR MAY 7, 2019

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WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES	43.94
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAR 2019	1,199.12
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2019	8,716.18
HEIMES CORPORATION	SOUTH GRAVITY SEWER REHAB PROJECT	186,900.60
METLIFE INSURANCE	LTD INSURANCE-MAY 2019	114.01
METLIFE INSURANCE	LIFE INSURANCE-MAY 2019	95.30
METLIFE INSURANCE	DENTAL INSURANCE-MAY 2019	259.02
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-5	55.21
U.S. CELLULAR	MONTHLY SERVICE-2019-4-7	404.24
		<u>\$ 197,787.62</u>

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	LOTTERY TAXES - JAN TO MAR 2019	53,801.00
		<u>\$ 53,801.00</u>

COMMUNITY DEVELOPMENT

HEARTLAND FAMILY SERVICE	HEARTLAND HOUSING NAVIGATOR	7,201.72
		<u>\$ 7,201.72</u>

G.O. BONDS

GILMORE & BELL PC	BOND COMPLIANCE THRU 2019-09-30	1,000.00
		<u>\$ 1,000.00</u>

TOTAL CLAIMS FOR MAY 7, 2019	<u>\$ 1,005,452.43</u>
TOTAL PAYROLL FOR APR 18, 2019	<u>\$ 1,186,247.80</u>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	May 7, 2019	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
SUBMITTED BY:		LIQUOR LICENSE <input checked="" type="checkbox"/>
City Clerk's Office		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:

Application for Liquor License for Hisri Haliti dba "Luigis Italian Restaurant" replacing their Class "I-112093" License with a Class "C-122950" and change in name and trade name

SYNOPSIS:

Recommendation to approve Liquor License for Hisri Haliti dba "Luigis Italian Restaurant" replacing their Class "I-112093" License with a Class "C-122950" and change in name and trade name

FISCAL IMPACT:

\$765

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

The Police have reviewed the application and given feedback (see attached). Request Council to make a recommendation to the NLCC.

BACKGROUND:

Liquor License Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police, a Notice of Hearing is advertised, submitted to the City Council for review and recommendation, after a public hearing, 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:

LEGAL APPROVAL:



RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office:

APRIL 20, 2019

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

HISRI HALITI dba LUIGIS ITALIAN RESTAURANT

101 WEST MISSION AVE, BELLEVUE, NE (SARPY COUNTY)

REPLACING APPLICATION for Class C-122950

45 days – 06-03-2019

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 and not more than 14 days before time of hearing.

Check one: Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: Motion Passed: _____ Motion Failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page(s) if necessary)

SIGN HERE _____ DATE _____
(Clerks Signature)

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED		
MAR 25 2019		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES/NO	New/Replacing #	112093
Class Type	License Number	Initial TB

122950

Applicant name Hisri Haliti

Trade name Luigi's Italian Restaurant


Previous trade name Luigi's Bar and Grill

Contact email address Luigisbarandgrill@yahoo.com

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

Deposited 3/25/19 \$40

Office use only	
PAYMENT TYPE	CK # 3308
AMOUNT:	\$400.00
Received:	1174


1900005230

RECEIVED

1. ☒ Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. ☒ Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. ☒ Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. ☒ If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. ****** If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant. **** See attached letter.**
6. ☐ If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. ☒ If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. ☒ Enclose a list of any inventory or property owned by other parties that are on the premises.
9. ☒ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. ☐ Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. ☐ Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.



Signature

03-22-19
Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

RECEIVED

MAR 25 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

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

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

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

Name Dean J Jungers

Phone number: 402-291-8900

Firm Name Dean J Jungers, Attorney

Trade Name (doing business as) Luigi's Italian Restaurant

Street Address #1 101 West Mission Avenue

Street Address #2 _____

City Bellevue

County Sarpy

Zip Code 68005

Premises Telephone number (402) 292-1033

Business e-mail address Luigisbarandgrill@yahoo.com

Is this location inside the city/village corporate limits: YES x NO _____

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

Name Luigi's Italian Restaurant

Street Address #1 101 West Mission Avenue

Street Address #2 _____

City Bellevue

State NE

Zip Code 68005

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

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

Building: length 75 x width 40 in feet

Is there a basement? Yes _____ No x

If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes x No _____

If yes, length _____ x width _____ in feet

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

See attached

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

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

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

Building: length _____ x width 20 in feet

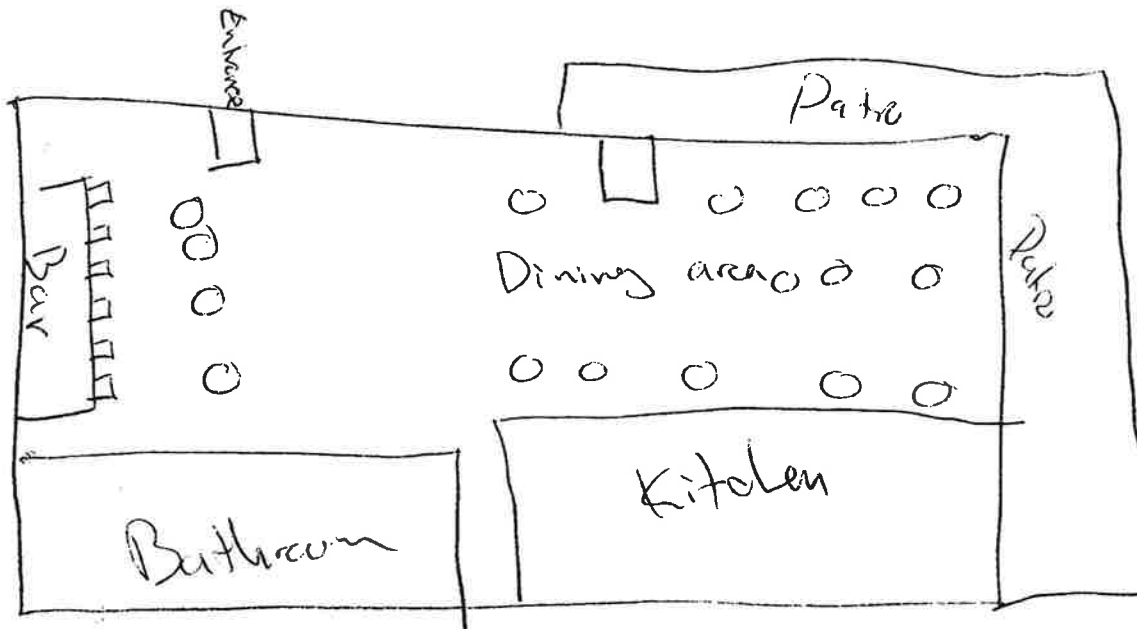
Is there a basement? Yes _____ No ✓

If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes ✓ No _____

If yes, length _____ x width _____ in feet

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



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

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

____ YES ☒ NO

If yes, please explain below or attach a separate page

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

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

____ YES ☒ NO

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

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

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

☒ YES ____ NO

If yes, give name and license number 112093

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

☒ YES ____ NO

If yes:

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

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

____ YES ☒ NO

If yes, list the lender(s) _____

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

____ YES ☒ NO

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

No silent partners

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

____ YES ☒ NO

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

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

____ YES ☒ NO

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

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

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

____ YES ☒ NO

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

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

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

First National Bank of Omaha Hisri Haliti Shpresim Haliti

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

Junction City, KS/ Columbus NE closed the business

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Hisri Haliti	12/26/13	Certified Alcohol Server
		ID # 1300011343

List of NLCC certified training programs

Experience:

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

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

x Lease: expiration date 11/30/2020
Deed
Purchase Agreement

14. When do you intend to open for business? Open

15. What will be the main nature of business? Restaurant - serve food

16. What are the anticipated hours of operation? Monday through Saturday 11 a.m. - 9 p.m.

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

RESIDENCES FOR THE PAST 10 YEARS - APPLICANT AND SPOUSE MUST COMPLY					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Junction City, KS	2008	2012	Junction City, KS	2008	2012
Columbus, NE	2012	2014	Columbus, NE	2012	2014
Bellevue, NE	2014	2019	Bellevue, NE	2014	2019

If necessary attach a separate sheet.

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

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

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

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



Signature of Applicant

Hisri Haliti

Print Name

Signature of Applicant

Print Name



Signature of Spouse

Zethane Haliti

Print Name



Signature of Spouse

Print Name

ACKNOWLEDGEMENT

State of Nebraska

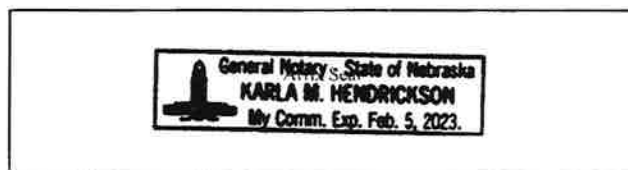
County of SARPY

March 22nd, 2019
date

The foregoing instrument was acknowledged before me this

by Hisri Haliti and Zethane Haliti
name of person(s) acknowledged (individual(s) signing)


Notary Public signature



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

**APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL
INSERT – FORM 1**

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

Office Use

RECEIVED

MAR 25 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

Individual applicants, including spouse, are required to adhere to the following requirements

- 1) **Must be a citizen of the United States**
- 2) **Must be a Nebraska resident (Chapter 2 – 006)**
- 3) **Must provide a copy of their certified birth certificate, INS papers or US Passport**
- 4) **Fingerprints are required. See Form 147 for further information, this form MUST be included with your application**
- 5) **Must sign the signature page of the Application for License form**
- 6) **Applicant may be required to take a training course**
- 7) **Be a registered voter in the State of Nebraska, include a copy of voter registration card with application**

Name of individual applicant who will hold license

Last Name: Haliti
First Name: Hisri MI: _____
Home Address: 9604 S 28th Avenue City: Bellevue Zip Code: 68147
Social Security Number: _____ Date of Birth: _____
Home Telephone Number: (402) 753-7375
Driver's License Number: _____ State: NE

Are you married? (Please print the above listed individual's separated or spouse's information's still required to be listed below)

☒ YES

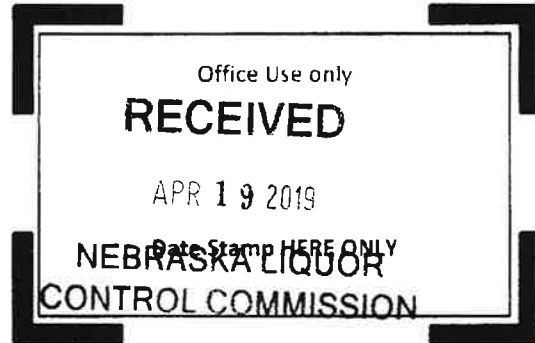
☐ NO

If yes, provide your spouse's information below

Spouses Last Name: Haliti
Spouses First Name: Zethane MI: _____
Social Security Number: _____ Date of Birth: _____
Driver's License Number: N/A State: _____

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

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

The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

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

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

Trade Name: Luigi's Italian Restaurant

Name of Person Bring Fingerprinted: His: Halit

Date of Birth: Last 4 SSN: Date fingerprints were taken: March

Location where fingerprints were taken: Nebraska state patrol office

How was payment made to NSP?

☐ NSP PAYPORT ☐ CASH ☒ CHECK SENT TO NSP CK # 3208

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

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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

Office Use only
Date Stamp HERE ON: Y

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a **Liquor License**
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: Lugo's Italian Restaurant
Name of Person Bring Fingerprinted: Zethane Haliti
Date of Birth: _____ 5 Last 4 SSN: _____ Date fingerprints were taken: _____
Location where fingerprints were taken: Nebraska state patrol office
How was payment made to NSP?
☐ NSP PAYPORT ☐ CASH ☒ CHECK SENT TO NSP CK # 3364
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

2.4
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

LUIGI'S ITALIAN RESTAURANT BUSINESS PLAN

Luigi's Italian Restaurant 101 W. Mission Avenue, Bellevue, NE 68005

The undersign's business plan with respect to the operation of Luigi's Italian Restaurant is as follows:

- 1.) Proprietor, Hisri Haliti, will continue to operate a restaurant which serves authentic Italian food and appetizers, meals and deserts, and as an adjunct to same will serve beer, wine and cocktails with the meals;
- 2.) It will not operate a separate bar and grill;
- 3.) All liquor will be dispensed from the bar in the dining room of the establishment;
and
- 4.) Any Alcoholic beverages may also be served to drop in customers or usually to customers waiting for "to go" orders only.

Signed this 18 day of April, 2019.



Hisri Haliti

APPLICATION FOR LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 05-07-19 Date Due to City Clerk: 4-23-19

APPLICANT: Hisri Haliti dba Luigi's Italian Restaurant

LOCATION/ADDRESS: 101 West Mission Avenue, Bellevue

REQUESTED ACTION: Recommendation for approval of Replacing Application for
Class "C-122950" liquor license to sell beer, wine, and distilled spirits, On and Off Sale
and change in name and trade name. (Replacing -- "I -112093")

INDIVIDUALS TO BE CHECKED:

<u>Name & Address</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
<u>Hisri Haliti</u> <u>9604 S. 28th Avenue, Bellevue, NE 68147</u>	<u></u>	<u></u>
<u>Driver's License Number:</u>	<u></u>	<u></u>

COMMENTS:

Approved 4-25-19

Sgt. J. J.

10b.
5/7/19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	May 7, 2019	AGENDA ITEM TYPE:	
SUBMITTED BY: City Clerk's Office		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 Fraternal Order of Eagles #3912 for a special Designated Liquor License

SYNOPSIS:

Recommend approval of Fraternal Order of Eagles #3912 for a Special Designated Liquor License at 209 West Mission on Saturday, June 1, 2019, from 12:00 p.m. to 12:00 a.m. for Bellevue Business Flood Relief

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 to make a recommendation to the NLCC.

BACKGROUND:

Special Designated Liquor License (SDL's) 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:

LEGAL APPROVAL:


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

FRATERNAL Order of Eagles #3912
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
209 WEST ...

209 WEST MISSION AVE Bellevue, NE 68005
Retail Liquor License Address or Non-Profit Business Address

C-008499

Retail License Number or Non-Profit Federal ID #

Event Date(s): June 1st

Event Start Time(s): 12 Pm

Event End Time(s): 12 Am

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: Bellevue Eagles

Event Street Address/City: 209 WEST MISSION Ave Bellevue, NE 68005

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 75 X 60 (Diagram Form #109 must be attached)

Type of Event: Belleme Business Flood Relief Estimate # of attendees: 300

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

Event Contact Name: David Hodges Event Contact Phone Number: 402-660-4592

Event Contact Email: hodge shut@hotmail.com/BellerueeaglesNE@cox.net

***Signature Authorized Representative:** David Hodges

***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:

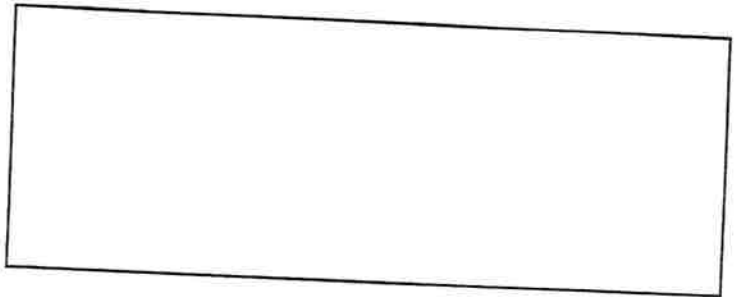
The local governing body for the City of _____ OR County of _____ approves the issuance of a Special Designated License as requested above.

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/
Email Applications: 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.

Belleme Eagles # 3912

NAME OF CORPORATION

47-0623453

FEDERAL ID NUMBER

David Hodges

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 _____ DAY OF _____.

NOTARY PUBLIC SIGNATURE & SEAL

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Security

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:

SEE
ATTACHMENT

BELLEVUE EAGLES #3912

FENCE

ENTRANCE
ID CHECK
FOR BEER
SALES BRACLET ID
FOR OVER 21 Y.O.A

FENCE

75'

Street Dance Area

Band

Stage

Garage

PORTA BATHROOMS



Alley Way

60'

FENCE

Deck

BEER SALES

FOOD SALES

Entrance

Kitchen

Cooler

**APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE
POLICE REPORT**

DATE OF COUNCIL MEETING: 6-1-19 Due to City Clerk: 4-30-19

APPLICANT: Fraternal Order of Eagles #3912 dba Eagles Club

LOCATION/ADDRESS: 209 West Mission Avenue, Bellevue

REQUESTED ACTION: Request approval for a Special Designated Liquor License to sell beer, wine, and distilled spirits in a beer garden area behind the club on June 1st from 12:00 P.M. to 12 A.M., for Bellevue Business Flood Relief Fundraiser

Contact Person: David Hodges

Phn #: 402.660.4549

COMMENTS:

4-25-19

Approved Sgt. [Signature]

10c.
5/7/19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	May 7, 2019	AGENDA ITEM TYPE:
SUBMITTED BY: City Clerk's Office	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 Fraternal Order of Eagles #3912 for a special Designated Liquor License

SYNOPSIS:

Recommend approval of Fraternal Order of Eagles #3912 for a Special Designated Liquor License at 209 West Mission on Saturday, June 8, 2019, from 12:00 p.m. to 12:00 a.m. for Open Air Fest

FISCAL IMPACT:

One Day License Fee - \$40.00

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

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RECOMMENDATION:

The Police have reviewed the application and given feedback (see attached). Request Council to make a recommendation to the NLCC.

BACKGROUND:

Special Designated Liquor License (SDL's) 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:

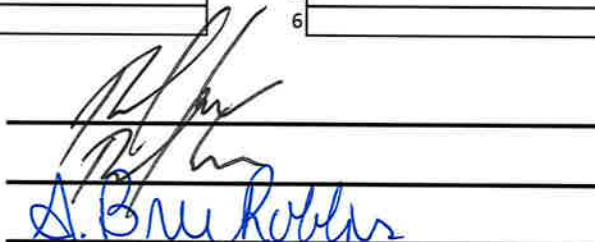
1	Application	4	
2	Police Report	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



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

FRATERNAL ORDER OF Eagles #3912
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

209 WEST MISSION AVE Bellevue, NE 68005

C-008499

Retail License Number or Non-Profit Federal ID #

Event Date(s): June 8th

Event Start Time(s): 12 pm

Event End Time(s): 12Am

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: Bellevue Eagles

Event Street Address/City: 209 WEST MISSION AVE Bellevue, NE 68005

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 75 X 60 (Diagram Form #109 must be attached)

Type of Event: Open Air Fest Estimate # of attendees: 300

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

Event Contact Name: David Hodges Event Contact Phone Number: 402-660-4592

Event Contact Email: hodgeskat@hotmail.com / Bellerueeaglesne@cox.net

*Signature Authorized Representative: David Hodges

*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:

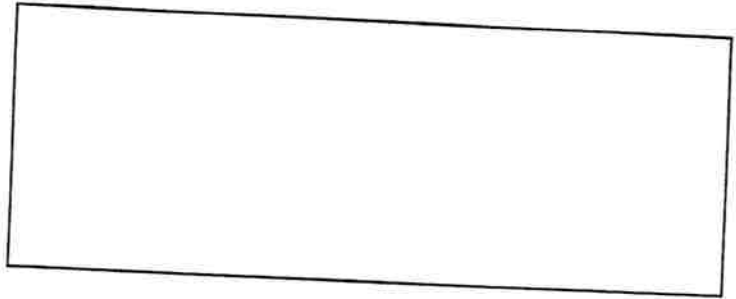
The local governing body for the City of _____ OR County of _____ approves the issuance of a Special Designated License as requested above.

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
Email Applications: 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.

Belleve Eagles #3912
NAME OF CORPORATION

47-0623453
FEDERAL ID NUMBER

David Hodger
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 _____ DAY OF _____,

NOTARY PUBLIC SIGNATURE & SEAL

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED _____

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:

SEE
Attachment

BELLEVUE EAGLES #3912

FENCE

ENTRANCE
ID CHECK
FOR BEER
SALES BRACLET ID
FOR OVER 21 Y.O.A

Band

Stage

Garage

Street Dance Area

PORTA BATHROOMS



Alley Way

60'

FENCE

FENCE

75'

Deck

BEER SALES

FOOD SALES

Entrance

Kitchen

Cooler

**APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE**

POLICE REPORT

DATE OF COUNCIL MEETING: 6-8-19 Due to City Clerk: 4-30-19

APPLICANT: Fraternal Order of Eagles #3912 dba Eagles Club

LOCATION/ADDRESS: 209 West Mission Avenue, Bellevue

REQUESTED ACTION: Request approval for a Special Designated Liquor License to sell beer, wine, and distilled spirits in a beer garden area behind the club on June 8th from 12:00 P.M. to 12 A.M., for Open Air Fest

Contact Person: David Hodges

Phn #: 402.660.4549

COMMENTS:

~~TH~~

Ally's

Approved 6-15-19
Sgt. TS

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	April 8, 2019	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director	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 annex Lot 2, Daniel's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniel's Farm Addition; Lot 2, Daniel's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, and part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, 18B, and part of Tax Lot 17A1A lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas--the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

This ordinance pertains to Annexation Area #1. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

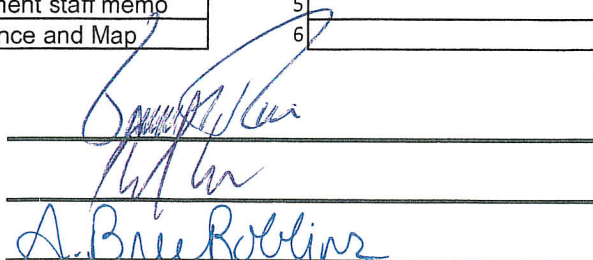
1	PC recommendation	4	
2	Planning Department staff memo	5	
3	Proposed Ordinance and Map	6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the southwest quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of Tax Lot 17A1A, lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5, Township 13 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and one absent to recommend:

APPROVAL based upon based upon conformance with the State Statutes and city ordinances. **APPROVAL** also based upon benefit to the City of Bellevue.

VOTE:

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

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

School	Fire	Current levy	Future levy	Increase
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

School	Fire	Current tax	Future tax	Increase
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

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

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
 - Lane Miles = 22.48
 - Annual Street Lighting Cost = Unknown at this time
 - Manpower additions – 176% of level threshold; 2 full-time employees
 - Equipment additions – 134 % of level threshold; 1-2 pieces
 - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
 - Projected annual Highway Allocation revenue increase -\$189,459.98
 - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ **AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Error! Main Document Only. City of Bellevue
Street Department

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

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36TH ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36TH ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36TH ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25TH ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25TH ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

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Needed yearly operational maintenance budget increase - \$8435.88
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook, including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. _____

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

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

Lot 2, Daniell's Farm Addition, except that portion lying west of Quail Drive;

Lots 4 and 5, Daniell's Farm Addition;

Lot 2, Daniell's Farm Addition Replat 1;

Lots 1 and 2, Chadwick Apartments Addition;

Lot 1, Katherine Addition;

Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6th P.M.;

Part of the northeast quarter of the southwest quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.;

Tax Lots 16B, 17A1B, 17A2, 17B, 18B, and part of Tax Lot 17A1A lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.;

and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law.

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

APPROVED AS TO FORM:

City Attorney

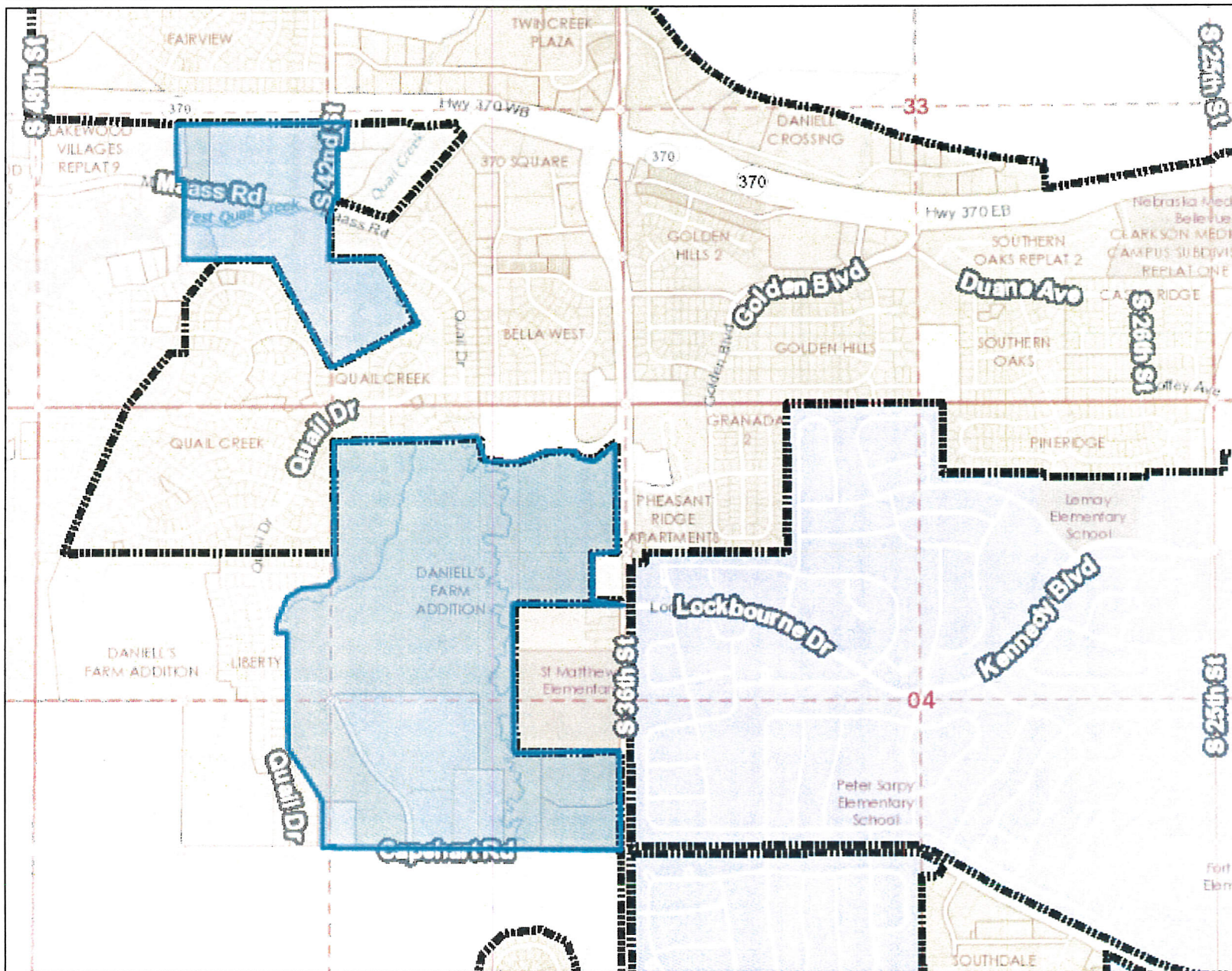
ATTEST

City Clerk

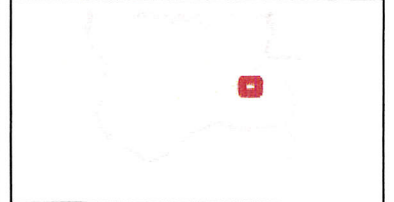
Mayor

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



Annexation Area # 1



Location



Legend

-  Road Centerlines
-  Municipal Boundaries



1: 15,840

0 660 1320 2640
Feet

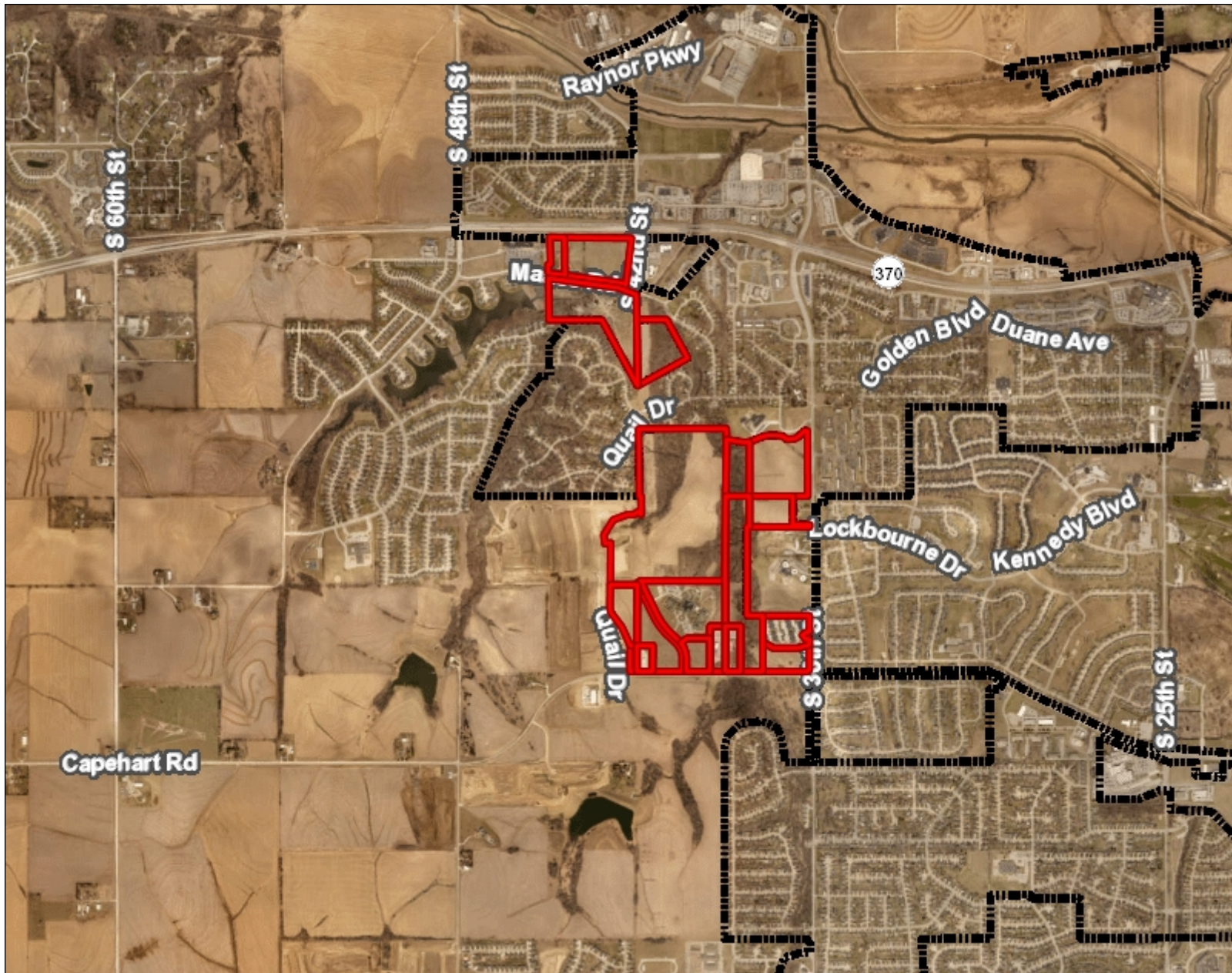
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Sarpy County GIS

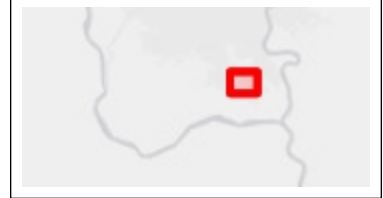


1210 Golden Gate Dr.
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Annexation Area #1

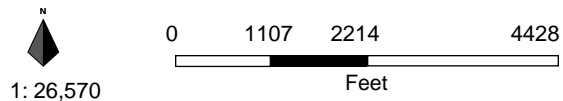


Location



Legend

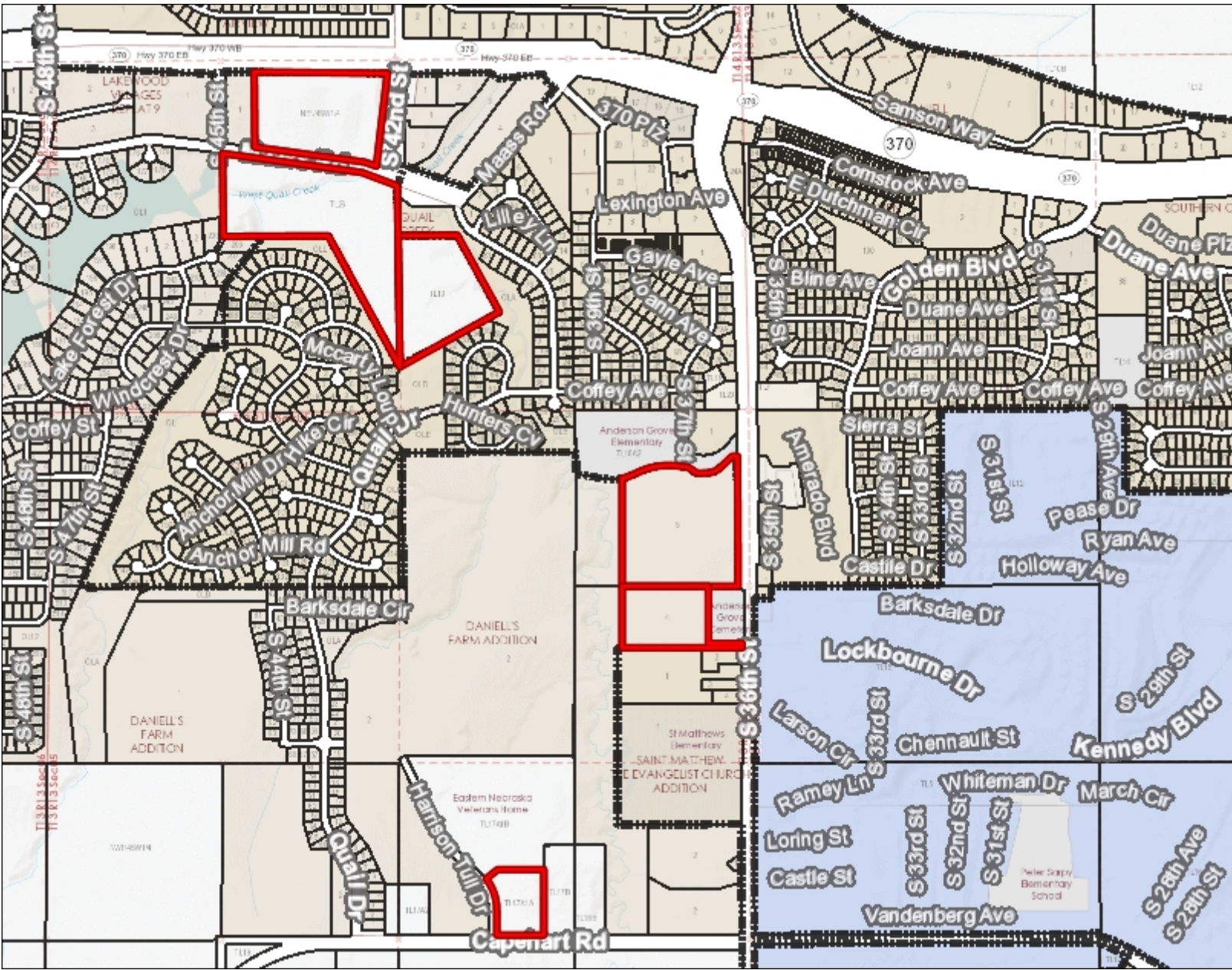
-  Road Centerlines
-  Municipal Boundaries
-  2018 Aerial Photo
-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3




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Annexation Area #1 Greenbelt Lots




Location

A red location pin icon with a white dot in the center, positioned on a white background. The icon is slightly tilted to the right.

Legend

Road Centerlines

 Municipal Boundaries

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Sarpy County GIS

The logo for Sarpy County GIS features the words "sarpy" and "county" in a blue sans-serif font, with a globe icon between them. Below this, the letters "GIS" are written in a large, bold, black sans-serif font.

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
5/7/19

COUNCIL MEETING DATE:	April 8, 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 annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornhusker Addition; Lot 1 and the north 100' of Lot 3, Oronsky's Commercial Industrial Subdivision #B; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township North, Range 13 East of the 6th P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14, Range 13 East of the 9th P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010659733), Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas--the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

This ordinance pertains to Annexation Area #2. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

1	PC recommendation	4	
2	Planning Department staff memo	5	
3	Proposed Ordinance and Map	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: April 22, 2019

REQUEST: Request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6th P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted seven yes, zero no, one abstained (with conflict), and one absent to recommend:

APPROVAL based upon based upon staff's recommendation.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain (With Conflict):	One:	Absent:	One:
	Casey				Ackley		Ritz
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Cutsforth						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

<u>School</u>	<u>Fire</u>	<u>Current levy</u>	<u>Future levy</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

School	Fire	Current tax	Future tax	Increase
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

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

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



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Street Department

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MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

○ PACKAGE SUMMARY TOTALS:

- Package Totals:
 - Lane Miles = 22.48
 - Annual Street Lighting Cost = Unknown at this time
 - Manpower additions – 176% of level threshold; 2 full-time employees
 - Equipment additions – 134 % of level threshold; 1-2 pieces
 - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
 - Projected annual Highway Allocation revenue increase -\$189,459.98
 - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

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Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36TH ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36TH ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

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Street Department

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○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36TH ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25TH ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25TH ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

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Needed yearly operational maintenance budget increase - \$8435.88
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. 3939

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

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

Lots 1 and 2, Watson's Replat II;

Lots 1, 2, and 3, Mr. T's Addition;

Lot 1, Cornelius Addition;

Lot 1, and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II;

Lot 1, Bellevue Cable Television Company Replat;

Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6th P.M.;

Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14, Range 13 East of the 6th P.M.;

Part of the northeast quarter of the northwest quarter, west of railroad, Section 28, Township 14 North, Range 13 East of the 6th P.M.;

and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law.

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

APPROVED AS TO FORM:

City Attorney

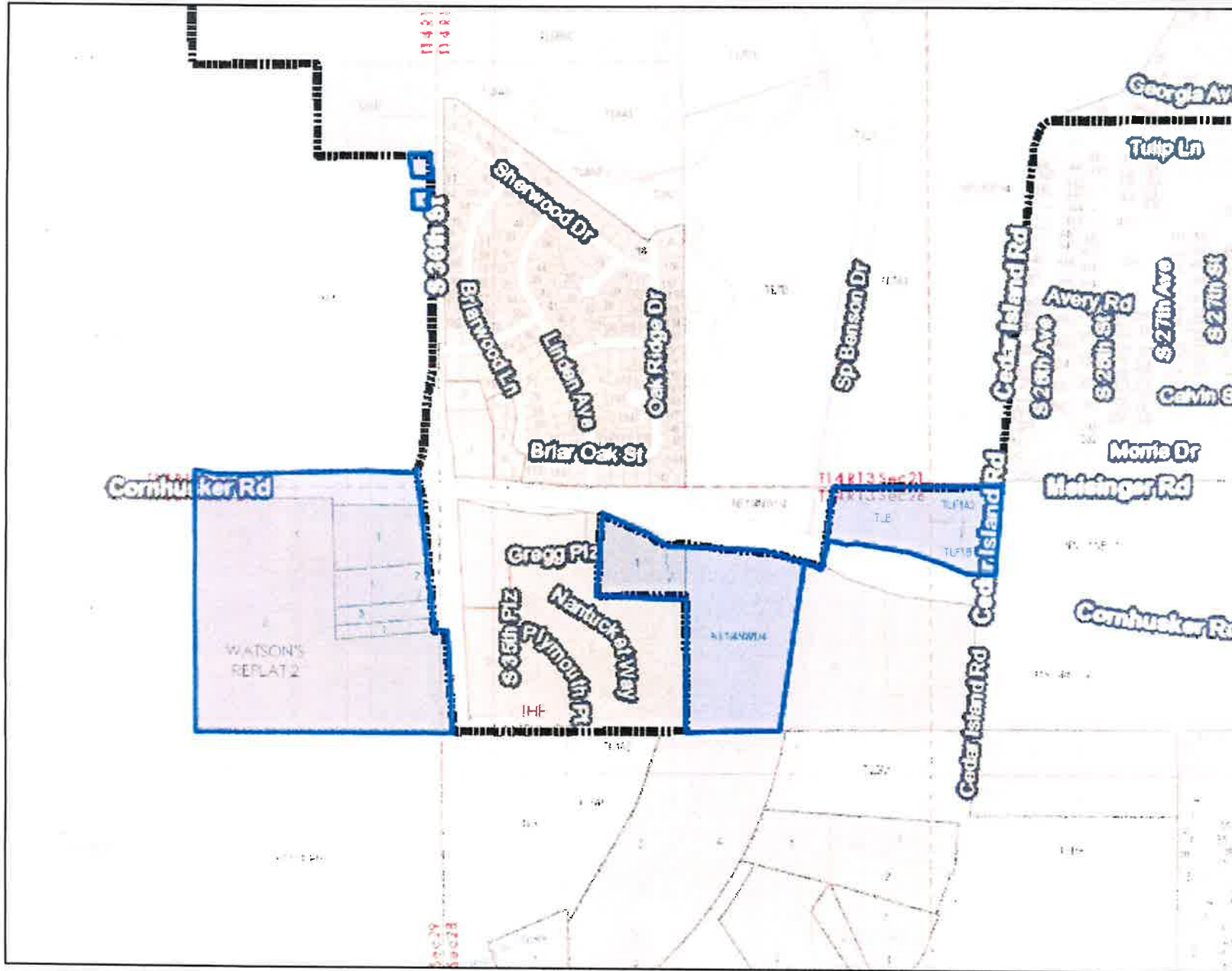
ATTEST

City Clerk

Mayor

First Reading: 4/8/19
Second Reading: _____
Third Reading: _____

Annexation Area # 2



Location



Legend

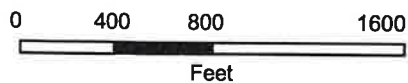
Road Centerlines



Municipal Boundaries



1: 9,600



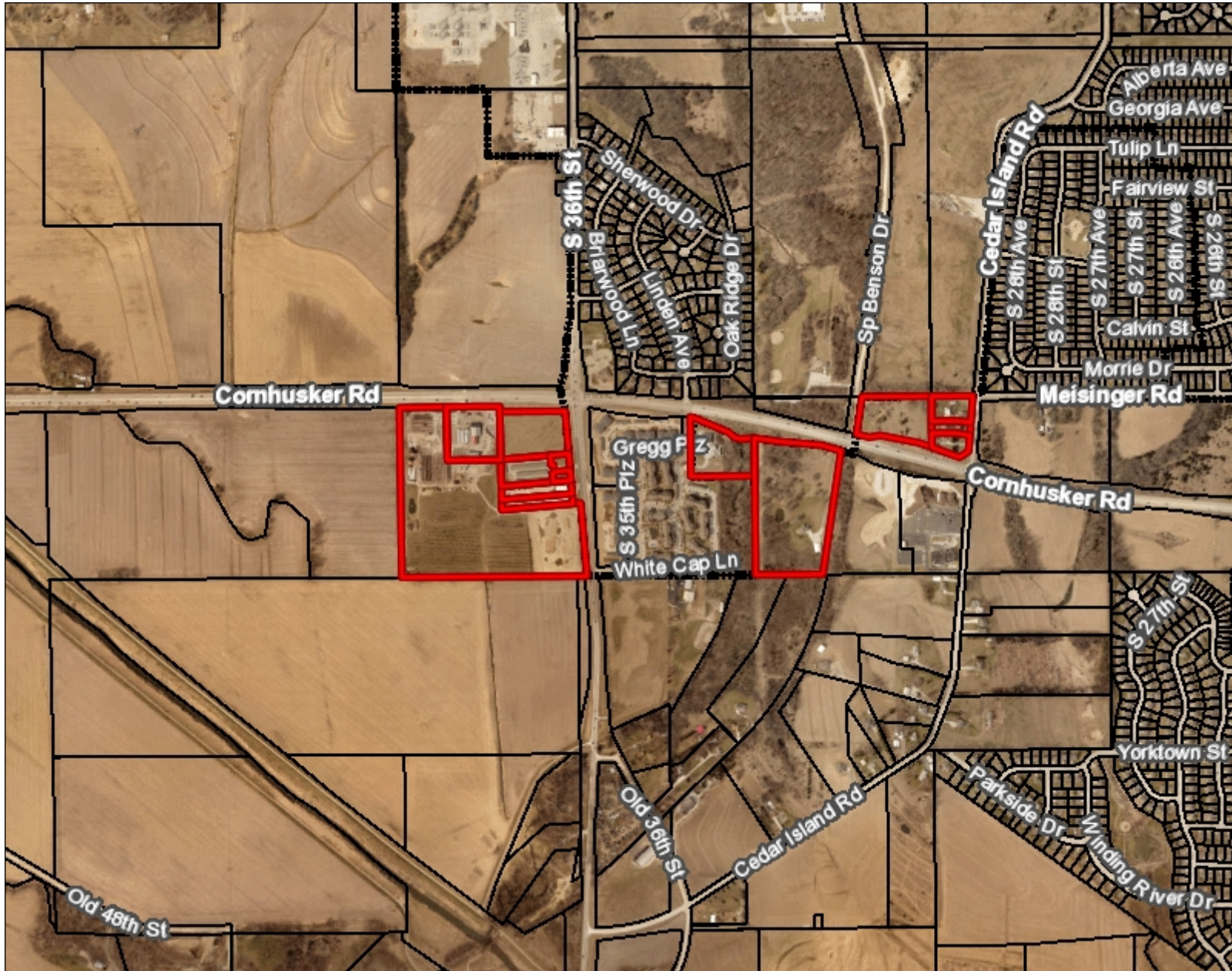
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Sarpy County GIS

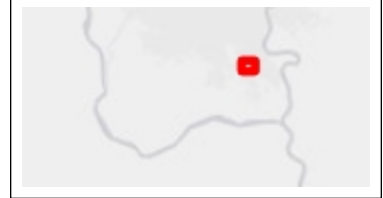


1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

Annexation Area #2



Location



Legend

- Road Centerlines
- Municipal Boundaries
- 2018 Aerial Photo
- Red: Band_1
- Green: Band_2
- Blue: Band_3



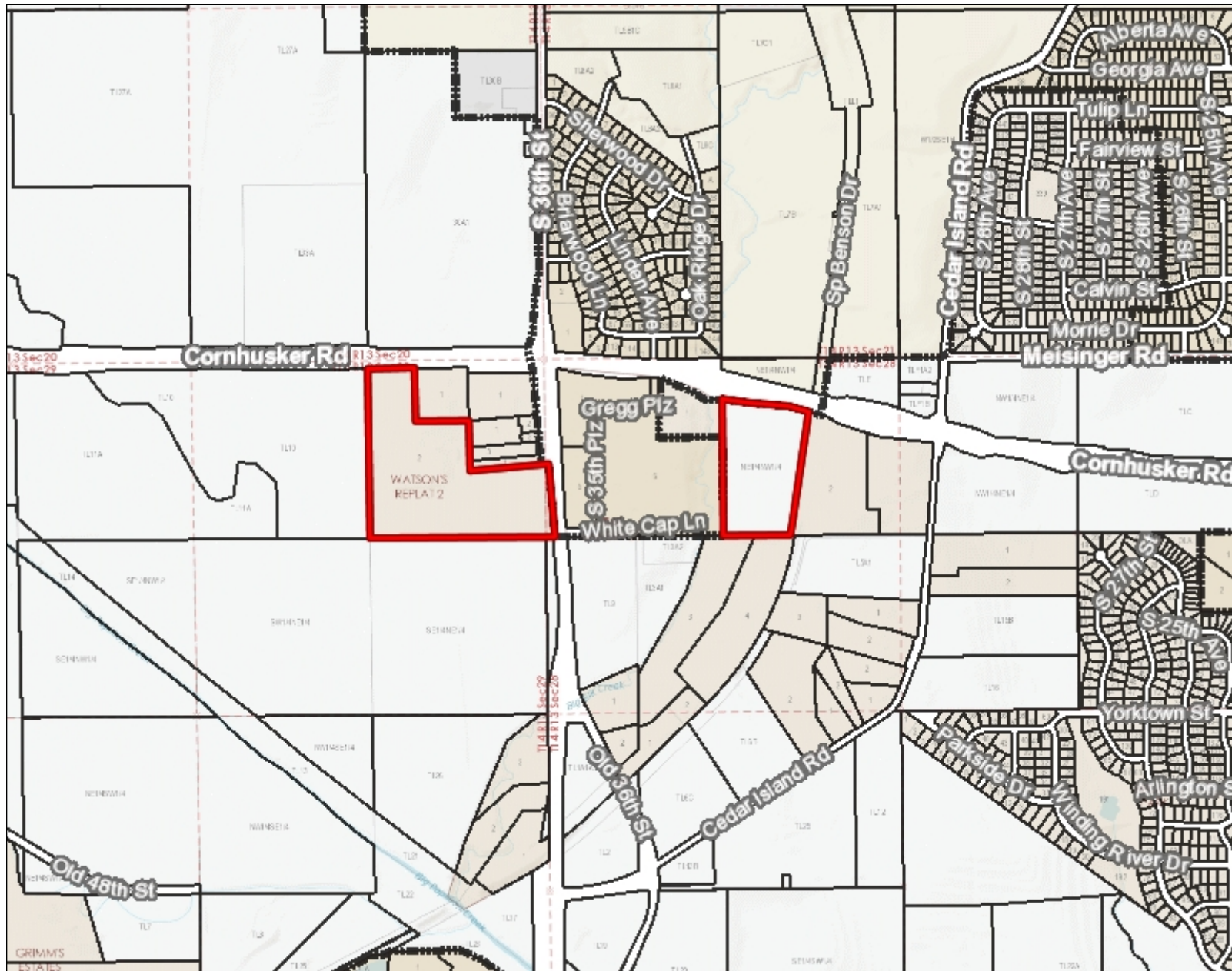
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maps.sarpy.com

Annexation Area #2 Greenbelt Lots



SUBJECT:

SYNOPSIS:

FISCAL IMPACT:

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

- 4
5
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lots 1 through 32 and vacated 37th Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted six yes, two no, zero abstained, and one absent to recommend:

APPROVAL with the exception of Tax Lots 1, F, and G, based on their agricultural use and greenbelt status.
APPROVAL based upon the good of the city and in accordance with the Comprehensive Plan.

VOTE:

Yes:	Six:	No:	Two:	Abstain:	Zero:	Absent:	One:
	Casey		Aerni				Ritz
	Perrin		Cutsforth				
	Cain						
	Jacobson						
	Ackley						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

<u>School</u>	<u>Fire</u>	<u>Current levy</u>	<u>Future levy</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

School	Fire	Current tax	Future tax	Increase
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

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

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
 - Lane Miles = 22.48
 - Annual Street Lighting Cost = Unknown at this time
 - Manpower additions – 176% of level threshold; 2 full-time employees
 - Equipment additions – 134 % of level threshold; 1-2 pieces
 - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
 - Projected annual Highway Allocation revenue increase -\$189,459.98
 - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ **AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

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

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36TH ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36TH ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

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○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36TH ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25TH ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25TH ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Needed yearly operational maintenance budget increase - \$8435.88
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook, including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. 3940

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

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

Lots 2, 3, 7, 8, and 10 through 32, Barretts Subdivision;

Lot 1, Barretts Subdivision and east ½ vacated 37th Avenue adjacent on west and south 8' Virginia Street;

Lots 4 and 5, Barretts Subdivision and east ½ vacated 37th Avenue adjacent;

Lot 6, Barretts Subdivision and vacated strip of road;

Lot 9, Barretts Subdivision and west ½ of vacated 37th Avenue adjacent;

Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue;

Lots 1 and 2, Evening Vue Replat 1;

Lots 1 and 2, Evening Vue Replat 2;

Lot 1, Clausen Acres;

Lots 1 and 2, Paige Hill;

Lots 1, 2, and 3, Loftus First Addition;

Lot 1, Potter & George Replat 1;

Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision;

Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision;

Lots 1, 2, and 3, Syslo Addition;

Lot 1, Boganowski Subdivision;

Lot 1, Davis Subdivision;

Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North Range 13 East of the 6th P.M.;

and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law.

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

APPROVED AS TO FORM:

City Attorney

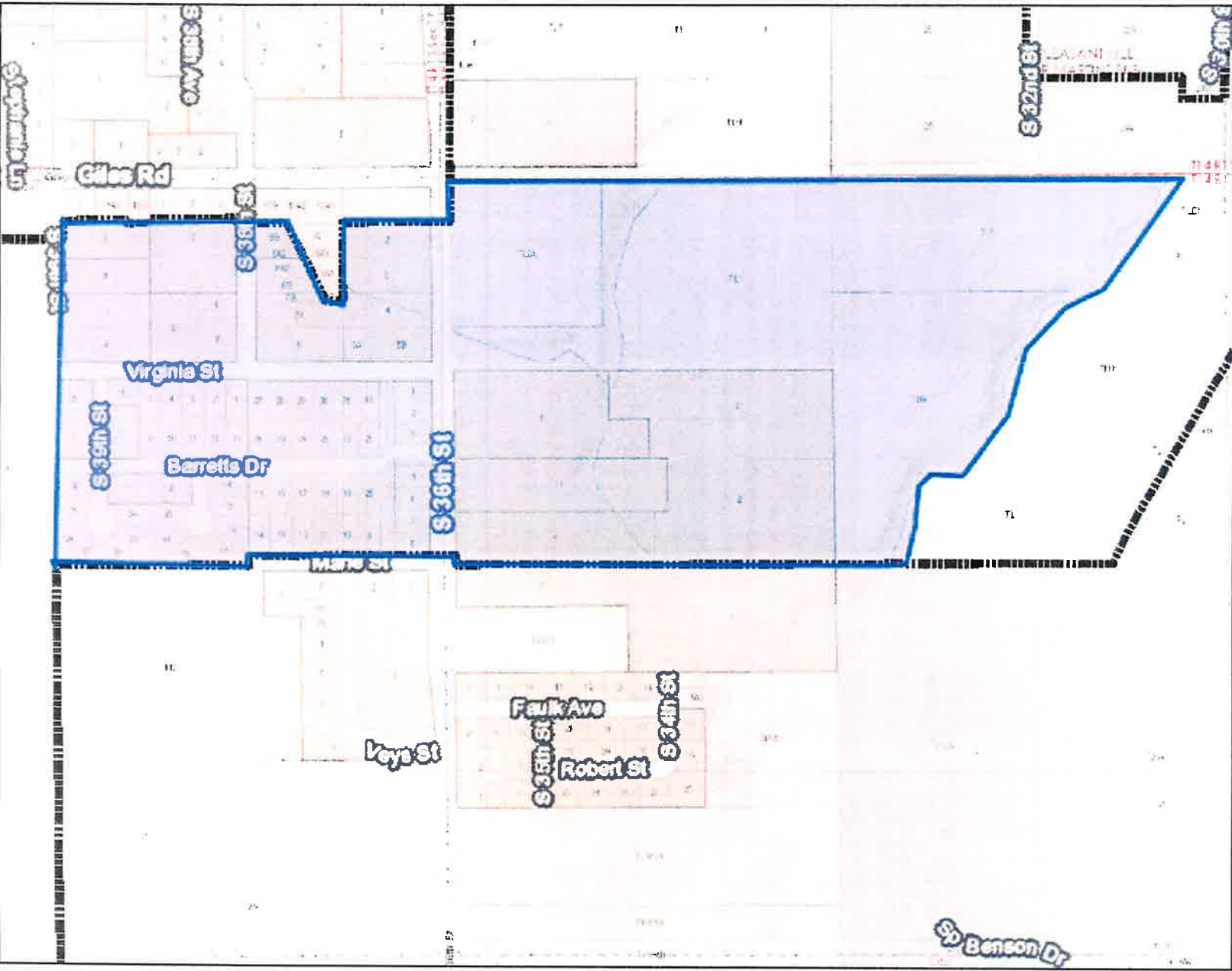
ATTEST

City Clerk

Mayor

First Reading: 4/8/19
Second Reading: _____
Third Reading: _____

Annexation Area # 3



A plot titled "Location" showing a single red dot on a white background.

Legend

Road Centerlines

 Municipal Boundaries

1: 6,000

A horizontal number line with tick marks at 0, 250, 500, and 1000. The word "Feet" is written below the line. A shaded region starts at 250 and ends at 500.

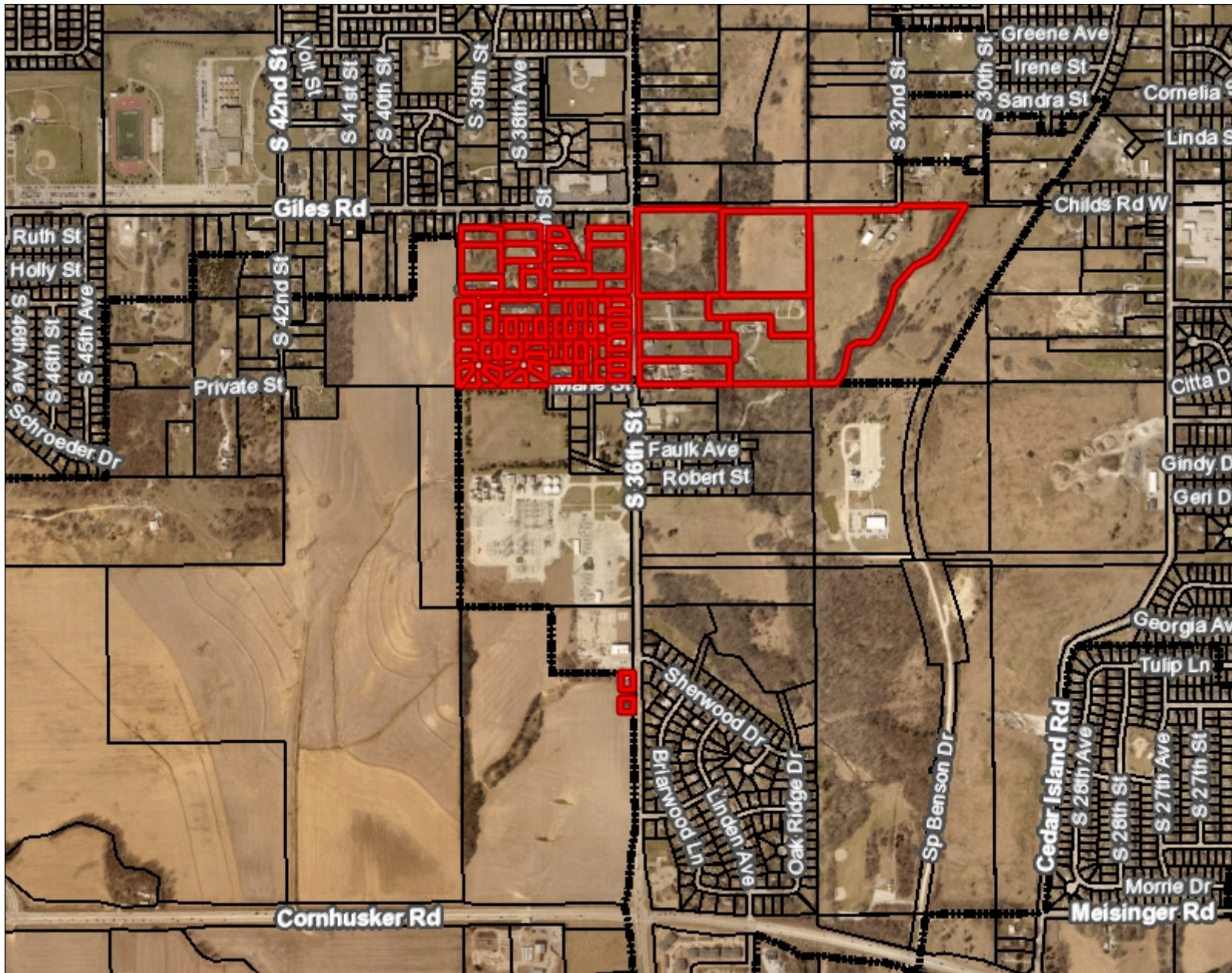
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

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

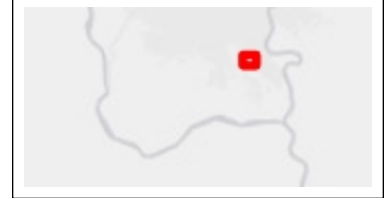
sarpy  **county**
GIS

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

Annexation Area #3



Location

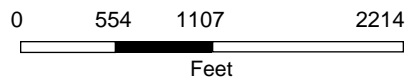


Legend

-  Road Centerlines
-  Municipal Boundaries
-  2018 Aerial Photo
-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3



1: 13,285



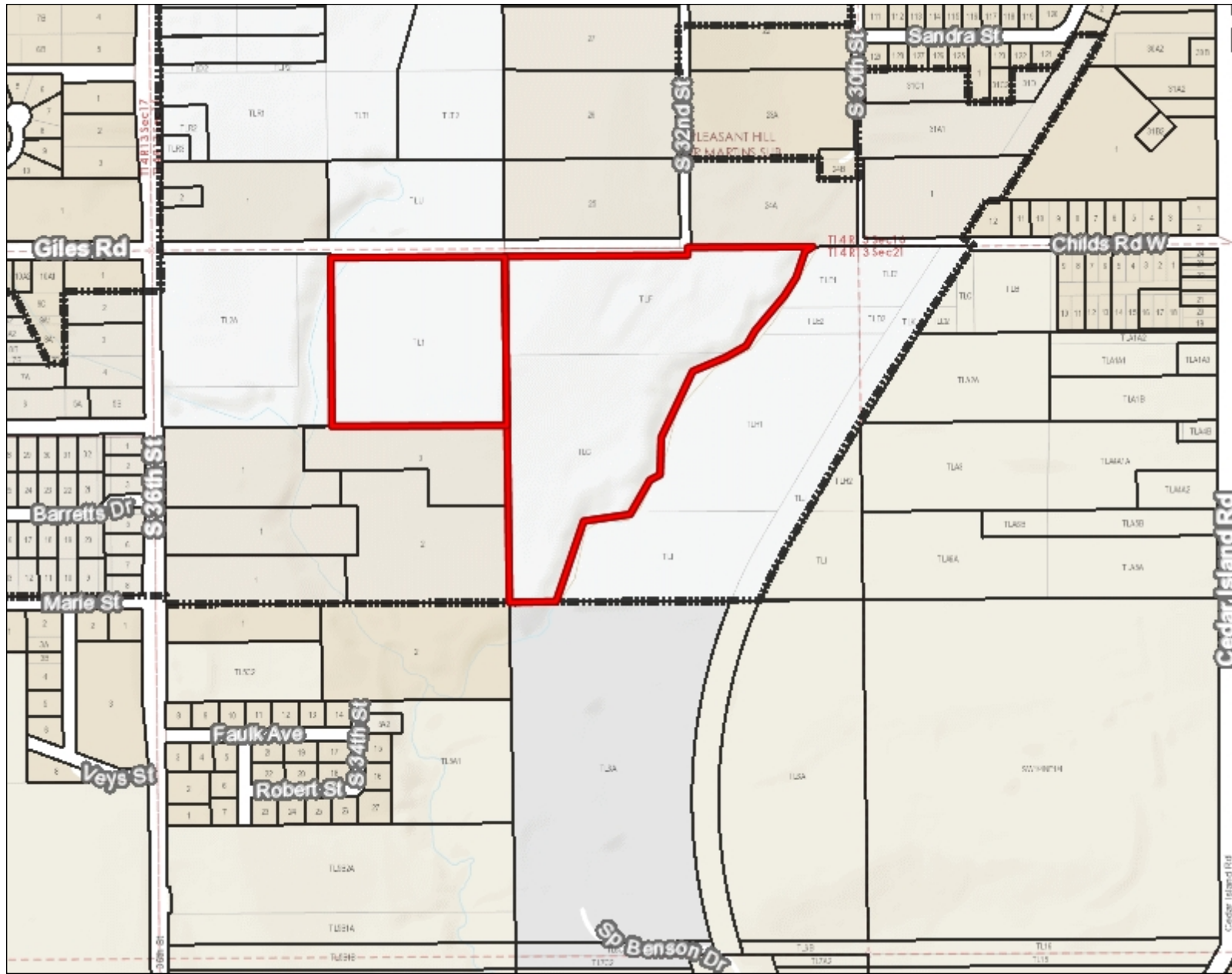
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Sarpy County GIS



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Annexation Area #3 Greenbelt Lots



Location



Legend

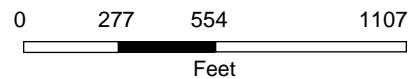
Road Centerlines



Municipal Boundaries



1:6,642



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Sarpy County GIS



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

April 9, 2019

Bellevue City Council
450 110th Avenue NE
Bellevue, WA 98004

Dear Council Members:

Please accept this letter of concern regarding our family's property and livelihood. My family and I reside on properties; south 32nd, Tax Lots F & G, Tax Lots Q2 & T2, Lots 24A, 25 and 26. The intention of this letter is to inform you of our properties use and tie to agriculture.

Agriculture is a key pillar of Nebraska communities and economies. Our farm is a strong example of this. On our land we produce and harvest brome hay. Each season we yield 35 large round bales of hay. This hay is used to feed our sheep, goats and horses. In addition, this crop provides bedding at times to the hogs and livestock raised on our property. Due to these levels of agricultural production the properties listed above are filed under the Greenbelt and have been for many years.

Production agriculture runs deep in the property use as much as it does in our family history. This farm land has been in our family since 1920. Vernon Aus was a dairy farmer, crop producer and was an active member of the Sarpy County Fair Board. His son, Roger Aus started a 4-H club on this property 38 years ago. 4-H is a longstanding tradition in the community around us as it is a youth development program. Currently, 30 members attend meetings, learn about the agricultural industry, career opportunities, work with livestock and develop life skills. These youth and their families benefit from coming to the farm throughout the year. These youth also learn responsibility, work ethic, leadership and other valuable traits as they spend time caring, working and appreciating livestock. The families and youth involved add value to the community and ensure a more promising future.

Thank you for taking the time to listen to our concerns. We appreciate the consideration to be omitted from the annexation process. My husband and I work very hard to sustainably maintain the farm and have full-time jobs. The impact made by sharing our home with the 4-H youth and their families is tremendous. Our family passion is creating a conversation around the importance of agriculture and the environment in Nebraska and we couldn't do it without our home.

Thank you for taking time to read our letter and if you have any questions, please feel free to contact us at 402-980-4879.

Sincerely,
Jack & Tracey Jones

8259 S 32nd St
Bellevue, NE 68147

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APR 12 2019

CITY CLERK

Susan Kluthe

From: Morgan Hilderbrand <morganbth2015@gmail.com>
Sent: Thursday, May 2, 2019 9:19 AM
To: Susan Kluthe
Subject: Jones farm annexation council meeting

Due to distance, I will not be able to attend the council meeting on Tuesday, but I wrote a little something down below if there's a time in the meeting for reading stories or accounts on the Jones family's behalf. If there is anything else I can write or help with, please let me know!

Thank you,
Morgan Hilderbrand

My name is Morgan Hilderbrand. I am a Sarpy County 4H Alum who grew up in a partnering club of the country bumpkins. Tracy Jones graciously allowed me to be involved with their larger group for experience sakes and to help me prepare for upcoming shows. I fondly remember trailering my horses to her place weekly so I could get lessons and practice with other kids. She helped me get over some of my riding fears in her arena. Her daughter and I were part of the 2014 champion state horse bowl team that went on to win nationals for Nebraska and we studied late into the night multiple times in the barn there that they built specifically for 4H meetings and gatherings.

Every year at fair the Country Bumpkins club was THE club of standard to hold yourself to. The amount of knowledge, training, discipline, and passion that were in the kids that came through her club was something to be inspired by. Tracy has had such an impact on so many lives through her families farm. It is so peaceful there and I couldn't even imagine them being anywhere else. The extreme impact they have on this community is immeasurable many of us have gone out and started lives across the united states. I know just in our horse bowl team we are now spread out over 4 states all involved in agriculture and 4H directly impacted by this wonderful family and the place they so lovingly call home.

Sent from [Mail](#) for Windows 10

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MAY 03 2019

CITY CLERK



Phone: 402-331-6322

Every family member, every time

Fax: 402-331-2017

May 2, 2019

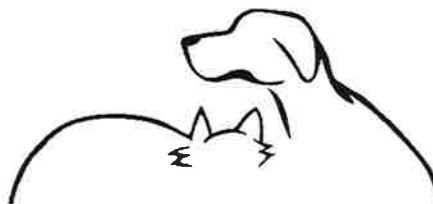
This letter is in regards to annexation of Tray and Jack Jones property in Bellevue and to maintain greenbelt status. The farm has horses, sheep, goats, chickens, rabbits, and other species. Over many decades The Country Bumpkins 4-H Club has been vital to youth development. The 4-H club members and parents have learned to become good citizens and to love and care for animals.

If this farm is not available to urban youth they will not have the opportunity to develop life skills of how important rural America is. I recommend the Jones Farm status not to be changed for the good of young people's lives and development.

Sincerely,

NB Jernigan DVM
Dr. Jernigan

6880 S. 78th Street
Ralston, NE 68127-4276



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MAY 02 2019

CITY CLERK

Website: ralstonvet.com
Email: ralstonvet@ralstonvet.com



**THE COUNTRY
BUMPKINS**

**THANKS YOU
FOR YOUR
YEARS OF
SERVICE!**





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2019
JUN 11





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MAY 02 2019

CITY CLERK



Shirley Harbin

From: Susan Kluthe
Sent: Friday, May 3, 2019 9:06 AM
To: Shirley Harbin
Subject: FW: Jones Farm

From: Marie Martinez <mmartinezevers@gmail.com>
Sent: Friday, May 3, 2019 7:37 AM
To: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Jones Farm

Dear Susan,

Please vote to save the generations owned Tracy and Jack Jones Farm in Sarpy County.

The programs they sponsor for 4H are so valuable to our youth.

My children and now my grandchildren have gained so many positive character building skills from their 4H groups.

If you could only see the good outcomes from this 4H group; from volunteering, public speaking, knowledge of animal care and loyalty to their peers.

Please, please help to save their farm.

Best regards,
Marie Evers

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MAY 03 2019
CITY CLERK

Shirley Harbin

Subject: FW: Jones Farm

From: Melanie Bruck <mrsbruck.mb@gmail.com>

Sent: Friday, May 3, 2019 8:13 AM

To: Susan Kluthe <Susan.Kluthe@bellevue.net>

Subject: Jones Farm

I don't know if it'll help, but here is what i have drafted. Hope to see you on the 7th

In the late 80's my family found a farm in Bellevue to board our horses. It was a farm owned by Roger Aus. He was a rough old guy, who didn't tolerate any slacking off. You came to the farm and you worked. And you cleaned up your own messes. You showed the rams that he told you to and you learned how to keep records and you learned how to lay aside your own comfort for the care of the animals that were entrusted to you. You learned how to 4-H. You didn't talk back and you sure as heck didn't leave your tack in the barn. You ran, and you pushed, and you got stepped on (and you got up) you sweated through your wranglers trying to get that animal to show proper. And you healed. You see, after the death of our father in 1990, all we had left was 4-H and the family the Country Bumpkins was to us. It was a haven, a safe place in the middle of town, that we could just turn everything off for an hour or two and think outside our own problems.

Summers filled with fair activities kept my brother and sister and I out of trouble, well out of any real trouble. And the other 4-H parents provided my mom the support she needed to handle us. Today, my nieces and nephew go to that same farm under the leadership of Roger's daughter Tracy and her husband Jack Jones. So many children and families have been effected by this small farm inside your lovely town. To me that seems priceless. So many families have benefited from this one farm.

Sure, Bellevue can gain more tax money, but will tax money teach you character? Will additional city funds give you a determination to never give up, even when it is difficult, even when your little runt lamb won't hold still for showmanship and you just know you're only gonna get that stupid participation ribbon, but you won't cry in the ring because Roger wouldn't allow it? (I can still see him sitting up in the loft of the sheep barn during the Sarpy County Fair in Springfield, NE in his denim overalls, calming watching and then making sure to remind us to muck out the stalls before we even thought about hitting the midway.) Will monies gained by annexation wipe away your tears when you do give in and cry because your family felt it was time to sell your old horse because it just wasn't safe for a child to ride any longer.

I am no longer a 4-H'er. I am now a wife, a mother, and a farmer. The simple upbringing I had as a child has helped me be tough enough to face the day in and day out struggles of farming today. And when I am not in a tractor or pulling calves or fixing fence, I teach. Yes, I reach way back and think of the people who helped me. Who taught me how important the animals are. And I think of the Aus family and the Jones and I am proud to have known them. Because of them, I am the Education Program Coordinator for Loess Hills Agriculture in the Classroom. Since August 2018 I have presented to over 4,600 students telling them what I know, and love, about agriculture. I have a five county reach, serving 21 school districts and it all began with a green clover. And a grumpy old farmer, Roger Aus.

Please find another way. Please don't close our childhood farm.

Respectfully yours,

Melanie A. Bruck
(712) 488-2040

RECEIVED

MAY 03 2019

CITY CLERK

Susan Kluthe

From: Adam and Melissa Gruhlkey <amgruhlkey@hotmail.com>
Sent: Friday, May 3, 2019 2:52 PM
To: Susan Kluthe
Subject: Jones Family Farm

Dear Council Members:

I am writing to you today in support of the Jones Family Farm. My family has been blessed with the opportunity to become part of such an amazing family. The skills my children have learned are by far more valuable than anything they will learn in a classroom setting.

My two daughters have been actively involved with 4-H for a handful of years and the Jones Family Farm has offered experiences, learning opportunities, and fun in a way they would not normally have access to. Just the other day we were at the farm taking care of a momma goat and her babies. I may have a hard time getting my kids to clean their room but get them onto the farm and they are more than willing to help clean out the pen, walk and brush the goats, and help around the farm where ever needed. Not many 'city' kids can say that. These skills and experiences they are learning are some they will cherish and take with them as they get older.

The idea of the Jones Family Farm not being there for my children and all the other children that have grown to LOVE this place breaks my heart. All the positive impacts this farm has had, is having, and hopes to continue to have must outweigh the tax money the city is looking to gain from this farm. I have seen first-hand the impact this farm has had on the older members and I look forward to seeing my own children become such responsible, caring, and compassionate adults.

Please allow this farm to continue to be there for all the children currently being blessed by this farm and the ones to come.

Sincerely,
Melissa Gruhlkey

RECEIVED
MAY 03 2019
CITY CLERK

Susan Kluthe

From: ssimm47883@aol.com
Sent: Saturday, May 4, 2019 7:46 AM
To: Susan Kluthe
Subject: Bellevue Annexation

To Whom It May Concern:

I am writing regarding the annexation of the Jack and Tracey Jones farm in Bellevue. This would put a financial strain on a wonderful family that has helped so many of the youth in the Sarpy County area. Mrs. Jones not only opens her home to all the youth that want to be in 4-H but are not allowed to house animals at their own residence, she is a teacher that inspires youth to strive to do their best. She runs a 4-H club that was formed by her parents that are both now deceased and left her the farm as a means to continue their work. This is how she was raised, to be a wonderful, caring adult that is all about helping others. She truly inspires youth to set and achieve a goal for themselves that is not only rewarding on a youth level, but it teaches them about responsibility and helping others. If this farm is annexed, this experience will be taken away from many and that would be a tragic outcome. It is because of their status as a farm that they are able to afford to keep the family farm that has been in the family for nearly 100 years. Surely this farm can be saved from a tragic fate if only the Council will take this into consideration. I am unable to attend the meeting to voice my concerns, but hope this message will help you reach your decision that will benefit many and not annex the farm. Thank you very much for taking the time to read this and take the information into consideration.

Sincerely,
Sherry Simmons
19805 W. Hwy 31
Springfield, NE 68059
R02-253-2586

Susan Kluthe

From: myaspen58@yahoo.com.53759818.t-sender-sib.com
Sent: Saturday, May 4, 2019 4:19 PM
To: Web Info; Susan Kluthe
Subject: New contact request from bellevue.net

Name: Sharena Gayman

Email: myaspen58@yahoo.com

Phone: 4026191779

Message: Please do not annex the Greenbelt of Bellevue. I live at 8262 South 32nd street and this area is very self sufficient and peaceful. It is a haven of quiet, serene land of which children, adults, animals can enjoy nature at its best. Thank you for your time and consideration.

Respectfully

Sharena Gayman

Susan Kluthe

From: Jacob Jones <jacobausjones@gmail.com>
Sent: Saturday, May 4, 2019 6:43 PM
To: Pat Shannon; Thomas Burns; Bob Stinson; Paul Cook; Kathy Welch; Don Preister; im.ristow@bellevue.net; Rusty Hike; Susan Kluthe
Subject: Bellevue Annexation of 8259 south 32 st

My name is Jacob Jones and I am a fifth generation Aus to live on the property at 8259 South 32nd Street in Omaha, NE. I have grown up with this farm and I work on the farm bringing in hay and caring for livestock. I belong to our families 4-H club that my grandfather started in 1981. I am the junior leader for our pig project and every year I have 8 or more youth that show pigs. They learn about caring for their pigs, the health of their pigs, how to train and exercise their pigs and most importantly life skills and sportsmanship while gaining knowledge of the ag industry. Communication is a key factor in the program.

In addition, I am pursuing a degree in diesel mechanics and plan to return to the family farm to continue working on the farm promoting urban agriculture. I know there is a gap in the understanding of agriculture and the public. My quest is to educate the public about agriculture and the importance of farm to table.

Please reconsider annexing our greenbelt property. This land has been in our family and we pay our county taxes and maintain our farm. We pay our property taxes and our vehicle taxes just like the others. I know that you say at the meetings we need to pay

our Bellevue city tax but we do pay our county taxes and when I visit other cities they don't charge me to drive on their streets. I do not appreciate you saying that it needs to be fair to pay our taxes to Bellevue. If that was the case every city would charge me to drive on their roads.

I also don't understand why you are charging our farm land taxes, isn't that unfair that you are charging us so much just for land that doesn't even have anyone living on it. It is just open land with no lights, no water, no sewer, and a crappy road. I really don't think you are being fair. You just want our money!!!!

Thank you, Jacob Jones

Susan Kluthe

From: Terry <tlynnfletcher@cox.net>
Sent: Sunday, May 5, 2019 5:40 AM
To: Susan Kluthe
Subject: Letter for City Counsel
Attachments: Dear Counsel Members.docx

Good Morning Susan:

Please find the attached letter regarding the Jones' for the City Counsel Meeting on the 7th of May.

Thank you,

Terry Fletcher

Dear Counsel Members:

It is with great frustration and confusion that I have decided to write this letter. While looking at my face-book page one day last week, I came across an article about a farm in Sarpy County looking at the possibility of having to close and the owners having to move. This is because the City of Bellevue want to annex the 40 acres.

The article said that the farm was inherited by Jack and Tracey Jones from her father years ago. This farm has been in her family for nearly a century.

Here is my confusion and frustration. Why would the City of Bellevue what to annex land that is occupied by a farm that has been there for close to a century? That is used by 30 plus children every year for 4 H. A farm that a family loves dearly and that they use to teach children about many things. Caring for animals, to include feeding them, cleaning up after them, being there when a vet comes and help with the care. They learn how to volunteer and work in our community. They learn how to give back. These are all values that help them in life. Without the use of Jack and Tracey's farm, they would not have the opportunity to learn about animals and their care.

Did you know the kids that are part of the Sarpy County 4 H club, are encouraged on a regular basis by Tracey to get involved in the community and because of that they volunteer at the mission, or at the library where they bring animals for the petting Suz program.

Also, that through this farm they are encouraged by Tracey to sign up for events such as, showing animals at various fairs to include Sarpy County, Douglas County and other places.

One child I know has grown so much as a person. Through the use of this farm and their willingness to have 4 H there, she has learned to give public speeches, where she has competed at county and district level. She has learned to grow a garden, bake and care for animals.

The Jones' farm is more than just a family farm it is a place where children who would not have the opportunity otherwise can go and learn about animals, how to work as a team member, build relationships, and get direction in life.

Their own daughter has decided to go in to ag as a career, but is wondering if she has to come up with a plan B.

With all of the recent flooding and loss of property and the loss of Gilford Farm, it would make more sense to allow this farm to stay operational. My thought would be that the schools may contact them and want to take kids to see how they operate.

This subject is near and dear to me because as a child I lived on a farm. Some of my happiest times were spent there, cleaning up after animals, caring for their needs (feeding, watering and so forth), learning to ride a horse and milk a cow. But I also learned to appreciate hard work and earning a living.

To me Bellevue would better serve our community by leaving this family and their property alone. Allow them to keep their farm and land so they can continue to do what they do.

Their life style should not be interrupted because a few people on a board want the land and the tax money it would bring in while in the process destroy a family's life that they have worked hard to build.

I am asking that the City Counsel reconsider this and not annex this land.

Thank You,

Terry Fletcher

Susan Kluthe

From: Marissa Grace <mgr0805@gmail.com>
Sent: Sunday, May 5, 2019 7:30 PM
To: Susan Kluthe
Subject: Fwd: Letter of Support for Jones Farm
Attachments: Jones Farm.MarissaRolle.docx

Dear Susan,

Please forward my letter of support for Tracey and Jack Jones's farm to the mayor and city council and include it in the agenda packet for Tuesday.

Thank you,
Marissa

Marissa Rolle

May 5, 2019

Mayor Rusty Hike and Bellevue City Council
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Dear Bellevue City Council Members and Mayor Hike,

When I first joined 4-H, I was a shy, quiet 9 year old girl. If I was asked to muck out pens or clean food and water dishes I would start crying. I have now blossomed into an outgoing 13 year old who is one of the first ones to stand up and help. This would NOT have been possible without the Jones's farm. If I wouldn't have had the opportunity to go to the amazing farm I would probably still be that shy, quiet girl.

I've also learned how to be a public speaker. Most kids my age cannot stand up in front of a group of people and give a speech willingly. 4-H and the Jones's farm have not only taught me about animals, but they have also taught me about confidence. Without the Jones's farm I wouldn't have learned how to ride a horse, show a sheep, and even be remotely interested in showing a chicken and giving a speech. The Jones's farm is truly a blessing to anyone that comes and experiences it.

I cannot picture a future without this farm. I can now confidently speak in front of a group of 10-50 people. I'm also not afraid anymore of introducing myself to others. That is just 5 of millions of lessons the Jones's farm has taught me.

Sincerely,

Marissa Rolle
Co-President, Country Bumpkins
4-H Member, Age 13
7218 James Ave
La Vista, NE 68128
mgr0805@gmail.com

Susan Kluthe

From: Alyssia Martinez Wilkinson <alyssia.martinezwilkinson@gmail.com>
Sent: Sunday, May 5, 2019 9:16 PM
To: Pat Shannon; Thomas Burns; Bob Stinson; Paul Cook; Kathy Welch; Don Preister; Jim Ristow; Rusty Hike; Susan Kluthe
Subject: Aus/Jones Farm
Attachments: Bellevue City Council Letter.docx

I humbly request that the Bellevue City Council review this letter prior to the vote on annexation of the Aus/Jones farm with Greenbelt status.

Alyssia Martinez Wilkinson
9413 Brairwood Lane
Bellevue NE 68147

Dear Bellevue City Council,

My name is Alyssia Martinez Wilkinson and I live at 9413 Briarwood Lane, Bellevue NE, 68147. I have lived in Bellevue the majority of my life. I am a third generation 4H family and have boarded horses and sheep at the Aus/Jones property for over 20 years. Living in the city but being able to have livestock so accessible was and will continue to be monumental in my upbringing and the upbringing of my children. I understand the need to increase revenue for the City of Bellevue and I also believe in equity of responsibility. I, however, would like to remind everyone that fair is NOT always equal. The average property in Bellevue can not support the agriculture diversity that the Aus/Jones property contributes and sustains. The property was given Greenbelt status previously and will lose that status under the annexation. There is a way to grant the continuation of this special valuation which is available to agricultural or horticultural land included within the corporate boundaries of a city or village if the land is subject to a conservation or preservation easement and the governing body of the city or village approves the agreement creating the easement. Pursuant of Special Valuation Application for Agricultural or Horticultural Use issued by the Nebraska Department of Revenue Form Number 96-257-2006 Rev. 3-2019 Authorized by Neb. Rev. Stat. §77-1345.

My understanding of that means that YOU have the power to continue the “protected” status of this property. The special greenbelt status allows the Jones family to provide dozens of youth directly and thousands of youth indirectly access to a fleeting glimpse into one of the most important areas of industry – agriculture. Where will we be if we lose this opportunity? How will inner city youth ever experience firsthand knowledge of agriculture. The youth of the Country Bumpkins learn responsibility, hard work, they receive Quality Assurance training for meat production, and life-long skills all because of the livestock and opportunities provided by the Jones family and the farm. I received a full ride scholarship to Creighton University and graduated with a Chemistry Degree because of my love and science and education that stemmed from my time spent with the sheep and horses at the Aus property. Now 20+ years later, my daughter has received the Buffett scholarship and plans on attending UNL and majoring in Meat Science with a Biology option because of her love animals and experiences on the farm. The Country Bumpkin Club provides over 250 volunteer hours a year, many within the Metro area including the Offutt Appreciation Days and the Bryan High School agriculture program.

The unfair change in Greenbelt status that would occur if annexation continues as proposed would cripple the Aus/Jones operation and current agriculture education. The drastic increase in taxes would be an end to a way of life for so many people and animals right here in Bellevue. PLEASE reconsider the annexation without special consideration for the already approved Greenbelt Status of the property.

Susan Kluthe

From: Amy Epps Rolle <amysoccer2015@gmail.com>
Sent: Sunday, May 5, 2019 9:21 PM
To: Susan Kluthe
Subject: Letter in Support of the Jones Farm
Attachments: letter.docx

Hello Susan,

Please find attached my letter of support for the Jones Farm. Please insure that this is included in the agenda packet for Tuesday's meeting.

Thank you,
Amy Rolle

May 5, 2019

Mayor Rusty Hike
Bellevue City Council
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Dear Bellevue City Council Members and Mayor Hike,

I am writing to ask you not to annex the 100-year-old family farm of Tracey and Jack Jones. This farm is of great importance to the Jones family and a lot of other families in Douglas and Sarpy Counties, including my own. My daughter Marissa is involved with the Douglas-Sarpy 4-H Program and is in her fourth year of the program. She joined Tracey's Country Bumpkins 4-H Club four years ago. Her first year, she showed a chicken and their farm dog, Little. Every year since then, my daughter has shown a sheep, horse, chicken, and eventually, our own dog. The sheep and horses that she shows live on the Jones farm and belong to the Jones family and all 4-H youth in the Country Bumpkins have the opportunity to show the Jones' animals in the Papio Valley Progress Show, the Fremont County Fair, the Douglas County Fair, the Sarpy County Fair, the AKSARBEN Stock Show, and the Nebraska State Fair.

My daughter has always had an acute interest in animals and she has learned how to care for them at the Jones Farm. I have learned right alongside my daughter. The agriculture lessons do not end with our children, the parents learn with their children. My daughter has also learned the value of hard work – and getting dirty. She no longer cares if she has mud on her boots or dirt in her teeth after a hard day's work because it was time well spent and undoubtedly she learned something that day.

I am certain that you don't know how hard these kids work all summer with their animals! My daughter is at Jack and Tracey's farm almost daily from May through September, working with sheep, horses, or chickens. Jack and Tracey also have goats and pigs on their farm and while my daughter doesn't show those animals, she still knows how to care for them because she helps with chores while at the farm. When we are at the farm, everyone helps - parents and kids. Everyone helps.

In addition to the Country Bumpkins 4-H Club, Tracey also runs Equines Unlimited Club where kids who want to learn about horses but may not own one, have the opportunity to learn all about horses. The highlight of the year is the kids each giving a presentation about their favorite horse breeds. The last meeting of the year is always at the farm where the club members have the opportunity to groom one of Tracey's horses. This is such an exciting opportunity for the kids who may have never seen a real live horse before!

The Country Bumpkins 4-H Club meets at the farm regularly where we plan projects that benefit our local communities. The kids have collected supplies for Town and Country Humane Society. This past Easter, we made personal care baskets that were donated to Youth Emergency Services. We have also collected food for our local food pantries during the summer and one year we even collected food during Halloween. Christmas 2017, we volunteered to read books to children at the Omaha Children's Museum. For this same event, we also donated books for the children to take home. The Country Bumpkins have joined with other 4-H clubs to go Christmas caroling for seniors at our local nursing homes.

The Country Bumpkins also meet at the farm to create fair projects, another important aspect of the county and state fairs. We also like to attend classes together as a club to learn life skills. We have gone to healthy cooking classes at Hy-Vee. The kids have attended manners and table etiquette classes. We also like to have fun! We have an annual tradition of a Country Kickers line dancing night when our club meets up with the Country Kickers line dancing club and we spend the night learning new line dances and making new friends and just having fun. One night we had a professor from UNO come to Jack and Tracey's farm and teach us all about the world of bats. The kids built bat houses and even went on a tour

of the farm at dusk and observed bats flying over the farm. Did you know there is an active and large bat population in Bellevue? We also have had cookie decorating classes in Tracey's Big Red Barn on the farm. The Country Bumpkins have taken several trips to Bryan High School and with the help of home economics teacher, Krystal Kolb, the kids learned to sew. She worked with the kids to sew pillows on one occasion and another time, she taught them to make tie dye pillow cases. In January 2018, the older club members attended a resume writing and interview skills class at Bellevue West High School offered by Mrs. Hinkle. The kids learned how to write a proper resume and be successful in a job interview; invaluable life skills! We also met at the farm and learned how to make reusable shopping bags by sewing recycled feed bags. The kids then went on to sell these to pay for entry fees and travel expenses to National contests

The Country Bumpkins also have a strong history of educating our local communities about agriculture. In 2017 we attended a collaborative screening of Chicken People at the Alamo Theater to help raise awareness of raising chickens. All of the 4-H youth in attendance, even my then 7-year-old nephew, spoke at this event with confidence and ease; the audience was over 200 people. That confidence was born on the Jones' farm. We are also regulars at Earth Day Omaha and FEI World Cup – large scale events in Omaha where the Country Bumpkins 4-H Club brings chickens and rabbits and educates the public about 4-H. During that four day event, we met thousands of people and shared information about 4-H. The kids also shared information about all of the fun things that we do at Jack and Tracey's farm. The Country Bumpkins 4-H Club is involved in numerous petting zoos throughout the year including Ralston Vet Clinic, numerous public libraries, numerous public schools, Tractor Supply to promote the Paper Clover Project and share chickens, rabbits, sheep and goats. We are also regulars with petting zoos at the Boo Bash at Bryan High School and the Family Fun Fair at Offutt Youth Services (2017, 2018 and 2019). Jack and Tracey also bring their sheep and goats to the mini livestock camp every May where the kids get their first instruction in showing their animals for the summer. We also participate in the La Vista Salute to Summer Parade with our chickens and rabbits and its surprising how many people ask if our animals are real and tell us that they have never seen a real chicken before! It would be a shame if we had to stop educating the public. The kids also participate in Papillion Days with a petting zoo and Camp Kindness at the Nebraska Humane Society where we have taken Mollee the Shetland Pony (who was a 21-year-old resident of the Jones Farm). Tracey and my daughter also recently attended an all-day agriculture educational experience where they taught two schools about agriculture and farming by bringing sheep and lambs. The Country Bumpkins also participate in the 4-H Urban Ag Festival where they bring Tracey and Jack's livestock and educate other 4-H'ers who don't work with livestock about the animals.

We also plan field trips right there at the farm. This winter we went on a blacksmith tour at the Blacksmith Shop in Omaha, led by Elmo Diaz. Elmo's wife Cathy also did an amazing demo and showed the kids how she makes the most amazing carved candles. The skills that Elmo demonstrated to the kids have existed for generations but without sharing that knowledge with the next generation, those skills will die. We plan these field trips to spark an interest in agriculture and related industries in our kids. In March of 2018, we went on a museum tour of Nebraska City where we visited the Kregel Windmill Factory, Missouri River Basin Lewis & Clark Visitor Center, and the Nebraska City Museum of Firefighting. The Country Bumpkins 4-H Club is always on the move and always learning and sharing that knowledge. Last year we attended a fused glass workshop at Springfield Artworks and also went to Springfield Memorial Library where we attended a presentation by the Fontanelle Forest Raptor Recovery.

In addition to agriculture education, the Country Bumpkins 4-H Club also participates in many contests held at the Douglas-Sarpy Extension Office. The kids prep for those contests at the farm. These contests include: public speaking contest ((the kids must write their own speech and there is an age appropriate time limit), table toppers contest (the kids must set a proper table and prepare a dish to share with the judge and share the recipe), presentation contest (the kids must educate the audience about an agriculture related topic), PASE/Life Challenge, and Livestock Skill-a-thon. The kids attend numerous workshops like poultry judging and biosecurity workshops.

Please keep in mind, the activities that I have outlined here only cover the last four years and the Country Bumpkins have a 38 year history of participating in 4-H events along with other events that benefit our

local communities. The Jones farm is not only a place where livestock live and hay is grown; it is also an educational experience for the whole family. We are constantly learning and sharing with others what we learn. The Country Bumpkins 4-H Club is a family and a vote for annexation of the Jones Farm is a vote to tear this family apart. A vote for annexation is a vote to end decades' long participation in these numerous activities that are shaping the future of Nebraska agriculture. Please do not annex this farm and allow them to continue to educate the future agriculture leaders of Nebraska.

Very Sincerely,

Amy Rolle
Mom to Marissa Rolle – 4-H'er
7218 James Ave
La Vista, NE 68128
402-709-9182
amysoccer2015@gmail.com

Susan Kluthe

From: Shellee Dworak <kdworak@cox.net>
Sent: Sunday, May 5, 2019 9:59 PM
To: Pat Shannon; Thomas Burns; Bob Stinson; Paul Cook; Kathy Welch; Don Preister; Jim Ristow; Rusty Hike; Susan Kluthe
Subject: Annexation of Greenbelt

Dear Ladies and Gentlemen,

I am pleading to you to reconsider the annexation of Bellevue's greenbelt properties. The rise in taxes for these property owners is so high that many will need to sell all or part of their property because they cannot afford to pay the tax increase. One property in particular is owned by Jack and Tracey Jones. This property is not only a family farm that has been passed down from generation to generation but is the home of the Country Bumpkins 4H club. The Jones Family graciously provide a wonderful place close to the city where over 30 kids can keep their 4H project animals. These kids spend countless hours during the year feeding, caring for and working with their animals. During the summer the kids meet multiple times each week at the Jones farm to work together as a club to prepare their animals to be shown at the county and State fairs. It is the hub for all of our club's 4 h activities. Most of these kids would not be able to have these animals at their own home. Therefore these kids would not learn the hard work, leadership, and life skills that they learn from working with these animals and club members at the Jones' farm throughout the year. I know of no other place in the Omaha area that offers all that the Jones family and their farm offer to these kids.

Please reconsider the annexation of the Bellevue greenbelt properties for the sake of our kids, our future leaders.

Thank you
Shellee Dworak

402-210-1904

Sent from my iPhone

Susan Kluthe

From: Catherine Jones <catherinelynnjones@gmail.com>
Sent: Sunday, May 5, 2019 10:29 PM
To: Susan Kluthe
Subject: Bellevue Greenbelt Properties
Attachments: CityLetter.docx

Hello Susan,

I hope this email finds you well. My name is Catherine Jones and I am a resident in the Bellevue community. My home and the home to all the families who are part of the Country Bumpkins 4-H club is being considered for annexation. Will you please attach the below letter to the Bellevue City Council Agenda for May 7th. I greatly appreciate all of your help though this process. Our family and those who benefit from our family farm couldn't do it without you!

Have a wonderful day!

--

Thank you
Catherine Jones
University of Nebraska-Lincoln
Agricultural and Environmental Sciences Communication

May 5, 2019

Bellevue City Council
1500 Wall Street
Bellevue, NE 68005

Dear Bellevue City Council Members,

I am grateful for my hometown of Bellevue and the supportive community I am surrounded by. I owe thanks to you for the time and dedication you have committed to making our city one of the best. It is where I plan to work, raise my family and contribute to the thriving metropolis. While I am very appreciative of the thoughtful and intuitive plans made for our city, I am asking that you push yourself and the council to be more innovative in developing and securing funding for the city of Bellevue. The current annexation plans effect my family and where I was raised which is heartbreaking, but the real devastation exists when you evaluate how our acreage impacts countless urban families in the area.

My home does not just belong to me. The address 8259 S 32nd St is claimed by the Country Bumpkins 4-H club. The name may seem humorous, but the impact and purpose of the youth development organization is serious. I was a 4-H member myself, and now I am an active alum. My involvement made me who I am today. I am a recent graduate from the University of Nebraska – Lincoln and have had many successful experiences because of my upbringing in the Country Bumpkins 4-H club. I am not the only one either. Hundreds of families have been active in our 4-H club on our property. These experiences make these youth 4X more likely to give back to their communities and 2X more likely to make healthier choices. Involvement in our club- volunteering in the community and working with livestock on our property, empower and develop true leaders. These youth learn life skills that will make them functional, responsible members of society. Don't take that advantage away from Bellevue.

The annexation process of my family farm will raise our taxes to an unfeasible amount and will abolish our Greenbelt status with the USDA. In the past, I have interned on Capitol Hill and witnessed our nation's leaders supporting the agricultural industry, it would be a shame if you could not do the same on a local level, where you can see the impressions directly.

Thank you for taking the time to listen to my concerns. I understand the city has needs and I am assured you have the city's best interest at heart. It would be beneficial to know the plans developed to guarantee that this move is necessary and will add value to the community at the cost it is to us and the many 4-H families who call our farm home. I am dedicated to Bellevue and it would greatly disappoint me to see the council make a decision that will so negatively impact families and youth in the city.

Thank you for taking time to read my letter. Please contact me if you have questions or would like to further discuss this city plan that is changing the lives of so many people, 402-889-0380.

Sincerely,
Catherine Jones

8259 S 32nd St
Bellevue, NE 68147
Enclosure

Susan Kluthe

From: Terry Mack <terryannmack@gmail.com>
Sent: Sunday, May 5, 2019 10:40 PM
To: Susan Kluthe
Subject: Annexation

Hi, my name is Terry Mack and I work for the Bellevue Public Schools. I'm writing you to ask that you vote No to annexing the Bellevue Greenbelt properties and here is why: the farm of Jack and Tracey Jones is much more important to the community of Bellevue for what it gives to the children involved in their 4-H Club and to the special needs students of my class that have been on field trips there than any taxes the city would get. The 4-H member learn so much about animals and their care plus how to talk about and show their animals to my students and fair judges. I boarded my horse there until she passed away and it was like being back on my folks farm of my youth. Don't let the Jones loose their farm life to taxes. Please vote NO on annexing the Bellevue Greenbelt properties. Thank you.

Sent from my iPhone

Susan Kluthe

From: David Leblanc <emaildavidhere@protonmail.com>
Sent: Monday, May 6, 2019 1:59 AM
To: Pat Shannon; Thomas Burns; Bob Stinson; Paul Cook; Kathy Welch; Don Preister; Jim Ristow; Rusty Hike; Susan Kluthe
Subject: Annexation of the Jones' Family Farm

Hello, members of Bellevue City Council,

My name is David Leblanc, and I rent a home at 8304 S 32nd Street. I am writing to you concerning the annexation of the Jack and Tracey family farm (FG, 24A, 25, 26, T2, Q2, I believe). My relationship with the Jones family is that I rent one of their homes on their land, and have been doing so for almost ten years. I've recently been aware of the City of Bellevue's wish to annex the Jones' property, and I would like the city to hear my case for support for the Jones' family.

First, I understand and agree with the normal practice of annexing land as cities grow. Cities provide a lot of services that people within its limits and surrounding (or surrounded) areas enjoy, and that takes money, and it's reasonable to want people to provide their fair share. But, with the Jones' family, the tax increase caused by the loss of their Green Belt status is an egregious amount for any one family to suddenly bear (\$6,000, I'm told).

I've watched several hours of City Council meeting videos, and I appreciate the arguments for annexation. I've seen Mr. Hike, Shannon, Cook, and Ms. Welch make reasonable statements for the benefits and the balancing of fairness that the annexation will bring. I've also seen Mr. Preister show appreciation for the Jones' family 4-H contribution, and his concern for families of Green Belt status who actually live and farm the land considered for annexation.

Please reconsider the annexation of the Jones' Family Farm. The loss of Green Belt status will pose a considerable threat to several entities: the operation of the farm, the operation of 4-H, and also the lives of renters in Jones' properties (I would have no other way to enjoy the peace and safety that the Jones' farm provides with their very affordable housing). Also, not to mention, this threatens the wildlife that use the farm to feed and migrate through.

I've heard Mr. Hike say that the Council is on the side of the benefits of annexation. Maybe there can be a way for Bellevue to benefit from not annexing the Jones' farm? The Jones' family has already a 4-H system in place, and 4-H is a great way to connect kids to the land, to history, and to take on responsibility. In lieu of annexation, could there be a partnership between the city and the farm that benefits Bellevue City children more through 4-H? Access for at-risk youth? Activities beyond 4-H? I'm sure the council could come up with some innovative ideas.

Please reconsider the annexation of the Jones' Family Farm. Help keep agriculture and green space a part of Bellevue's landscape, and help keep Bellevue children's access to this way of life. The Jones' family and the generations before them have opened up their hearts and farm to the residents of Bellevue and have provided them access to agricultural life they otherwise couldn't enjoy. With the help of Bellevue City Council, this important part of Bellevue culture can continue, and with innovative thinking maybe even grow.

Protect agriculture, promote healthy children activities, save us from suburban sprawl. Protect the Jones' Family Farm!

Thank you all for your time,

David Leblanc
8304 S 32nd Street
Bellevue, NE 68147

Susan Kluthe

From: DouglasSarpy 4HCouncil <ds4hcouncil@gmail.com>
Sent: Monday, May 6, 2019 9:13 AM
To: Susan Kluthe
Subject: Jones Letter
Attachments: JonesLetter.docx

Good morning, Susan,

Please find attached a letter in support of the Jones farm.

Thank you,

Douglas-Sarpy 4-H Council

May 6, 2019

Mayor Rusty Hike
Bellevue City Council
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Dear Mayor Hike and Bellevue City Council Members,

As the Douglas-Sarpy 4-H Council, we are writing to make you aware of the impact of the Country Bumpkins 4-H Club in the county, state and national 4-H programs.

The Country Bumpkins 4-H Club was started by Roger Aus in 1981. Aus was an active member on the Extension Board and on the 4-H Council himself. He gave much of his time to the program, pushing it to be better. The Country Bumpkins was inherited by his daughter, Tracey Jones and has been in existence for 38 years. The Jones farm is over 100 years old and has had a deep and lasting impact on the Douglas-Sarpy 4-H program.

The Jones farm houses livestock such as pigs, sheep, horses, and goats that 4-H youth work with learning many life skills. The youth work together on the Jones farm learning how to feed the animals, clean stalls and many other duties. The skills learned extend to helping and educate one another. The older youth gain confidence with the opportunities to teach the younger youth, who now have wonderful mentors.

The Country Bumpkins 4-H Club has been selected as Club of the Year three times; once under the leadership of Roger Aus and then again in 2011 and 2018 under the leadership of Tracey Jones. The Country Bumpkins were also recipients of the prestigious Governor's Agricultural Excellence Award on two different occasions.

The Country Bumpkins have sent several youth members over the past 38 years to Nebraska State 4-H competitions and National 4-H contests that push youth to learn more and try even harder. In 2018, a team won a National Championship title at the Denver stock show. This education aspect pushes youth to be better students in the classroom and not just on the Jones farm.

The Country Bumpkins have had several Sarpy Country Fair 4-H princes, princesses, kings and queens. To be selected for 4-H court, the youth must submit an application detailing their 4-H experiences and community involvement. This demonstrates their level of dedication and growth as an individual.

The Country Bumpkins also focus on community service, completing 4-5 community service projects annually. They focus on everything from collecting food for food drives, collecting supplies for the humane societies, and volunteering at the Open Door Mission, drawing their service project ideas from the youth club members. The club encourages their youth to be involved in the Diamond Clover Project. The Diamond Clover project encourages leadership, activities, and responsibilities for the youth as they complete this multi-level program.

Many Country Bumpkins youth have gone on to complete college degrees at the University of Nebraska at Omaha and the University of Nebraska at Lincoln. Many youth pursue agriculture focused educations and careers.

The Country Bumpkins 4-H Club donates over \$500 annually to the Douglas-Sarpy 4-H Council for plaques and awards for youth at the Sarpy County Fair. The Country Bumpkins are a key pillar in the county program and are a leading example of what 4-H can do for youth in the community. The Country Bumpkins have a strong presence in the Douglas-Sarpy 4-H Community and their dedication to the program is greatly appreciated and their impact is deep. It would be a shame to see the losses this annexation would cause to the 4-H families who rely on the Jones farm.

Thank you for taking the time to read about the great impact the Jones farm and the Country Bumpkins have on so many individuals. If you have any questions, please feel free to contact us at ds4hcouncil@gmail.com.

Sincerely,

The Douglas-Sarpy 4-H Council
PO Box 24518
8451 West Center Road
Omaha, NE 68124

Susan Kluthe

From: holly mcatee <hmcatee2@gmail.com>
Sent: Monday, May 6, 2019 9:29 AM
To: Susan Kluthe; Rusty Hike
Subject: Jones Farm Annexation
Attachments: BellaMcAteeletter5519.docx; HollyMcAteeletter5519.docx; GoatGrandChamp.jpg; ChickenIntermediateReserve Champ.jpg; ChickenNoviceGrandChampion.jpg

Hi Susan and Mayor Hike,

Please find a letter from myself and a letter from my daughter about the Jones Farm Annexation. This farm means so much to so many kids and families.

Thanks.

Holly McAtee
402-881-1530

May 5, 2019

Mayor Rusty Hike and Bellevue City Council

City of Bellevue

1500 Wall St

Bellevue, NE 68005

Dear Mayor Hike and City Council Members, on the matter of the Jones's family farm annexation, I believe that going through with the annexation is not only highly unfair to the owners and 4H-ers, but to the community culture. The 4H organization gives kids skills needed to succeed in the modern world. It teaches agriculture, an economically vital job, public speaking, a necessary resource, responsibility, confidence, and even the importance of volunteering and public service. The club's public service has proven to impact community citizens by all the thank you letters we have received for our constant service to your city of Bellevue, and the state all together. Annexing the farm would leave a "gap" in the culture and overall joy of the area. At this moment of true devastation, I am asking *no-begging* you to reconsider the annexation. I truly do not think that I would be as confident in all my abilities as I am, without the 4H organization and more importantly, the Jones's family.

Sincerely,

Bella McAtee

Co-Secretary of Country Bumpkins 4H club

4-H Member, Age 14, grade 8

850 N. Second St.

Springfield, NE 68059

imcatee@springfieldplatteview.org

May 5, 2019

Mayor Rusty Hike and Bellevue City Council

City of Bellevue

1500 Wall St

Bellevue, NE 68005

Dear Mayor Hike and City Council Members,

Please reconsider the potential annex of the Jones Farm in Bellevue. The farm is so important to the Jones family and the members of the Country Bumpkins club. The land is also green belt land and we need to keep the Nebraska green belt protected.

Three years ago, my daughter Bella joined the Country Bumpkins 4H Club that Tracey and Jack Jones run on their family farm at 8259 S. 32nd St. Bellevue NE, 68147. In that time, she went down to that farm multiple times a week to work with her chicken, goat and lamb. The farm taught her hard work, responsibility, practice to make your project perfect, more hard work, confidence, public speaking, volunteering in the community, teaching others about farming and agriculture and more.

You would not believe the way my daughter has blossomed from this club. I have attached a photo of my daughter winning Grand Champion for Goat. Interestingly enough, she was in last place at the progress show two months before...then with the mentoring of Tracey Jones and the other 4H members and Bella's persistence she ended up winning the Grand Champion. In Poultry she performed a 5-minute speech while holding a live chicken to a group of about 50 to win Grand Champion for Novice Showmanship. Through the guidance of this 4H club and Tracey and Jack Jones, Bella was able to win Grand Champion for Chicken, Grand Champion for Goat, and Grand Champion for Photography. She learned to never give up and fight harder than she knew she could during competition.

Did you know that 1 in 4 jobs in Nebraska are related to agriculture? If we don't introduce more kids to agriculture our Nebraska Ag industry will suffer. The Jones farm helps bring more future generations into this career choice. Not all kids will be interested in a career in Agriculture, but kids that work with the Jones farm learn the importance of responsibility and hard work from her care of the animals.

Please protect this Greenbelt land and the Jones farm.

Sincerely,

Holly McAtee

Parent of Country Bumpkins Member

850 N. Second St.

Springfield, NE 68059

Hmcatee2@gmail.com

SARPY COUNTY FAIR

2018

2018



SARPY COUNTY



FAIR



Friends of
Extension



Foundation

Supporting Douglas and Sarpy Counties



SARPY COUNT FAIR



2018





May 6, 2019

Bellevue City Council,

I am writing to ask that you reconsider the annexation of the Bellevue Greenbelt Properties. I am not sure if any of you have any farm, agriculture or 4H experiences, but if you do I ask that you think back to the days that these played a part of and shaped your life. In June of 2005 as a single mom I packed up my two girls and moved to Bellevue Nebraska, from Orlando Florida; in search of a better life. I was looking for a better place to raise my girls. We meet the Jones family in July for riding lessons and it was history after that. My girls fell in love with the farm life, chickens, ducks, sheep, goats, horses, pigs and bucket calves. These are all the things that my girls learned to care for. We lived in a neighborhood and spent many waking hours at the farm. We have slept in the barn awaiting the birth of lambs. We have left work and school to help with bottle feeding and baby watch. My daughter gave her first chicken speech at age 6 and now could speak to a crowd or stand up for her agriculture passion because of this farm. My daughter is now going into her junior year at the University of Nebraska Lincoln studying Animal Science and Entomology in hopes to be able to teach other urban children what it means to keep farming in our lives. The Jones give up everything for urban kids in our community and the kids that belong to this farm. These kids learn to share their love for farm animals with people in the Bellevue and Sarpy communities'. They love to travel taking the farm animals around to show others in the area what they have learned about farming. By annexation of these area's you will take this great program away from many kids past and present that call this farm there second home. These kids whom many have become working adults in our community passed thru this farm and have made for a better Bellevue because of it. I ask you please to consider not annexing this area, Bellevue has other ways and area's that they can find money from. I know the Jones's have invited you all out to visit and see why this means so much to us please consider taking some time out of your busy schedule to see why we do.

Thanks for considering saving our farm.

Rachel, Bryan, Makayla, and Katie

Susan Kluthe

From: p l <griz9112@live.com>
Sent: Monday, May 6, 2019 11:24 AM
To: Rusty Hike; Pat Shannon
Cc: Thomas Burns; Bob Stinson; Paul Cook; Kathy Welch; Don Preister; Jim Ristow; Susan Kluthe
Subject: Jones property annexation

Dear Mayor Hike and members of the Bellevue City Council

I am asking you to consider tabling the vote for the property annexation on the Jones farm until the families this would affect have a chance to express how the annexation will affect so many positive opportunities the Jone's family farm has provided and wants to continue providing.

I have known the Aus and Jones family since Tracy and I started kindergarten many many years ago!

As a teen growing up in the 4-H program and with the opportunities the Aus/Jones family provided me it kept me and several others out of trouble! They continue to do that

Our society needs any and all, big or small possibilities to be available for kids. I've seen numerous kids go from being too shy to speak to anybody to giving speeches in front of crowds of people.

I am a 911 dispatcher for our fine county and cities, I hear the worst of the worst from kids ranging from 5 to 18 years of age. To be apart of a family and program that produces the opposite of the worst is what I choose to volunteer my time to.

The 4-H program and the Jones family have their door open to anybody that falls in the age range required of the 4-H program. The Jone's even welcome younger siblings and relatives to be included. My twins are 5 and have been going with me to the meetings and practices since they were infants.

The hours we all spend promoting, encouraging and welcoming people at petting zoos at libraries, schools and social events to name a few should reflect our passion and dedication to helping kids in our community to become the best they can be.

What the Jone's family and all the volunteers do is priceless, please give us some time to prove that to you.

Thank you for your time

Patricia Litz-Conradson

Susan Kluthe

From: Jamie Nuss <mrs.jamienuss@gmail.com>
Sent: Monday, May 6, 2019 11:47 AM
To: Pat Shannon; Thomas Burns; Bob Stinson; Paul Cook; Kathy Welch; Don Preister; Jim Ristow; Rusty Hike; Susan Kluthe
Subject: Jones's Annex

To Who It May Concern,

It has come to the community's attention of the city of Bellevue's plans to annex the Jones's Family Farm. From the city's point of view this would be an easy way to generate revenue. However, I am writing to inform you of the grave the impact this annexation would have on the community and all of Sarpy County.

Here in Nebraska we say we cherish our agricultural roots. However, in Sarpy County our representatives have turned their backs on agriculture in the name of progress. It's happening fast and it will be difficult to reverse these decisions once we see the error of our ways. Currently, the Jones Family and the Country Bumpkin are one of the last homes for educational agricultural experiences for youth in our county. Certainly, one family and their club should not carry the bulk of traditional 4-H experience in our county, but due to urbanization, this is truly the case. Speaking from the standpoint of a 4-H family, if the Country Bumpkins are no longer providing these experiences for youth, the 4-H program that thousands of visitors learn from and enjoy during our Sarpy County Fair and other events will likely fold. That seems harsh, but very true. It's a travesty to steal these opportunities from the youth who are "teaching" the community about agriculture, but even more importantly, it's scary to think about a population who know so little about where their food comes from and then to take away their opportunities for education as well.

I just ask the council members not to turn their backs on agriculture to make an easy buck. In the long run, it will cost our community in ways we have not fully considered. Do the right thing here and protect agriculture in Bellevue.

Sincerely,

Justin & Jamie Nuss

Tom & Mary Oltman



City of Bellevue

Office of the Mayor

May 6, 2019

Aus Family Farm Supporters,

Thank you for the letters of support for the Aus Farm. It makes me very happy to know that the services the farm provides to the community and beyond are valued and beneficial. Growing up with horses and chickens and owning a family farm myself has made me very aware of the life lessons it teaches and has given me a passion for animals and a love for the land.

Something else I'm passionate about is Bellevue. Like the Aus family, I am a fourth-generation resident of the community with my kids being the 5th, and grandkids being the 6th. We also have property that has been in the family since 1913 and I would not want to sell it. It pains me to see the past planning and lack of vision that has affected our growth and overall viability as a city. Urban/Rural properties should be able to exist on select properties, and it can, and it does. Since the Aus site will be in the city if annexed, it will not qualify for special valuation, unless it has a conservation easement on it. A conservation easement is very restrictive and is probably of no interest to the owners.

The city is not proposing taking away the owner's use of the land nor are they going to. Bellevue simply cannot have parcels all over our city that are not included in our city because Bellevue cannot properly plan for uniform growth and expansion by allowing this to happen. Problem is, we have allowed this to take place for decades and it should have never happened. In any event, it has been brought up in the past and it should be no surprise that this day was coming. That being said, let's try to make the best of both worlds. I can't help but believe our community would not support the farm in ways no one thought was imaginable. Let's be a partner, the City of Bellevue and the Public Schools could be a huge asset to make something really special. Something everyone can benefit from.

After visiting with the Ag appraiser at the Sarpy County Assessor's office, I don't think we are talking about an impossible task. Sure, the increased taxes can add up, but if this farm provides the services that I think it does, then maybe the business plan for the farm should be adjusted. Let's say each of the 30 kid's families pays \$10 more per month, and the rental house that is apparently very affordable gets \$75 more per month, and boarding fees are raised, the difference is already made up and everything is status quo. Or, what I would suggest is reaching out to the city and schools to grow the awareness, which will grow attendance, and bring in more income to continue the program and provide opportunity to more children. There are also many grant opportunities that open up as well.

We want these properties inside our community and it is very important for our future growth and the existence of quality services. Bellevue has 17,280 parcels that taxes are being paid on by our residents. It is not right that those residents subsidize city expenses for those that don't want to contribute. Again, I understand your passion and I get it. We want to be a great partner and provide the best we can for our citizens.

Sincerely,

Rusty Hike
Mayor of Bellevue
402-917-5788

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11d.
5/7/19

COUNCIL MEETING DATE:	April 8, 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 annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelson Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Gower Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Amburst Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1, Pleasant Hill or Martin's Subdivision; Lots 31C1 and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot 1-2, and south 75' of Tax Lot 1-2, Section 16, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road right-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas--the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department has recommended approval of this request. The Planning Commission has recommended approval of this annexation request, except for the removal of Lots 24A, 25 and 26, Pleasant Hill or Martin's Subdivision and Tax Lots Q2 and T2 which have Greenbelt status.

BACKGROUND:

This ordinance pertains to Annexation Area #4. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

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

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: April 22, 2019

REQUEST: Request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelison Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, Tax Lot J2, Tax Lots J1, K1, K2, L1, L2, M, and part of Tax Lot N, South 258.8' of Tax Lot N, north 104.6' of the south 137.6' of Tax Lots O and P, South 33' of Tax Lots O and P, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted six yes, two no, zero abstained, and one absent to recommend:

APPROVAL with the exception of Tax Lots Q2 and T2, and Lots 24A, 25, and 26, Pleasant Hill or Martin's Subdivision, based on their agricultural use and greenbelt status. **APPROVAL** based upon consistency with the Comprehensive Plan.

VOTE:

Yes:	Six:	No:	Two:	Abstain:	Zero:	Absent:	One:
	Casey		Aerni				Ritz
	Perrin		Cutsforth				
	Cain						
	Jacobson						
	Ackley						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

School	Fire	Current levy	Future levy	Increase
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

School	Fire	Current tax	Future tax	Increase
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

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

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



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Street Department

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

MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

○ PACKAGE SUMMARY TOTALS:

- Package Totals:
 - Lane Miles = 22.48
 - Annual Street Lighting Cost = Unknown at this time
 - Manpower additions – 176% of level threshold; 2 full-time employees
 - Equipment additions – 134 % of level threshold; 1-2 pieces
 - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
 - Projected annual Highway Allocation revenue increase -\$189,459.98
 - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

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

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36TH ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36TH ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

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

○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36TH ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25TH ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25TH ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Needed yearly operational maintenance budget increase - \$8435.88
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook, including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. _____

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

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

Lots 1 through 7, Edward Warren Addition;

Lots 1 and 2, Denny's Subdivision;

Lots 1, 2, and 3, Norton's First Addition;

Lots 1 and 2, Cornelison Addition;

Lots 1 through 5, Pleasant Valley;

Lot 1, J&J Addition;

Lot 1, Goers Addition;

Lots 1 through 24 and vacated alley, Block 2, Pennington Heights;

Lot 1, Armbrust Addition;

Lot 2, Lucy's Acres;

Lot 2, Lucy's Acres Replat;

Lots 18A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 24A, 25, 26, and 27, Pleasant Hill or Martin's Subdivision;

Lots 31C1A and 31D, Pleasant Hill Replat;

Tax Lots H2, North 65' of Tax Lot I-2, South 75' of Tax Lot I-2, Tax Lot J2, Tax Lots J1, K1, K2, L1, L2, M, and part of Tax Lot N, South 258.80' of Tax Lot N, North 89.6' of Tax Lots O and P, North 104.3' of the south of 241.9' of Tax Lots O and P, North 104.6' of the south 137.6' of Tax Lots O and P, South 33' of Tax Lots O and P, Q1, Q2, R1, R2, R3, T1, T2, and U, Section 16, Township 14 North, Range 13 East of the 6th P.M.;

Lot 31A1, west of railroad, Pleasant Hill or Martin's Subdivision, and Tax Lot V1B1, Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County;

Lots 17A, 18B1A, and north 15' of Lot 28, Pleasant Hill or Martin's Subdivision;

South 75' of the south one-half of Lot 28, Pleasant Hill or Martin's Subdivision;

North one-half of Lot 27, except south 75', Pleasant Hill or Martin's Subdivision;

South one-half of Lot 27 and south 75' of the north one-half of Lot 27, Pleasant Hill or Martin's Subdivision;

Lot 21, except east 30', Pleasant Hill or Martin's Subdivision;

North one-half of Lot 22, Pleasant Hill or Martin's Subdivision;
and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE,
NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND
ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the
same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska,
and said lands and the persons residing thereon shall hereafter be subject to all of the rules,
regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory
included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, and
publication according to law.

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

APPROVED AS TO FORM:

City Attorney

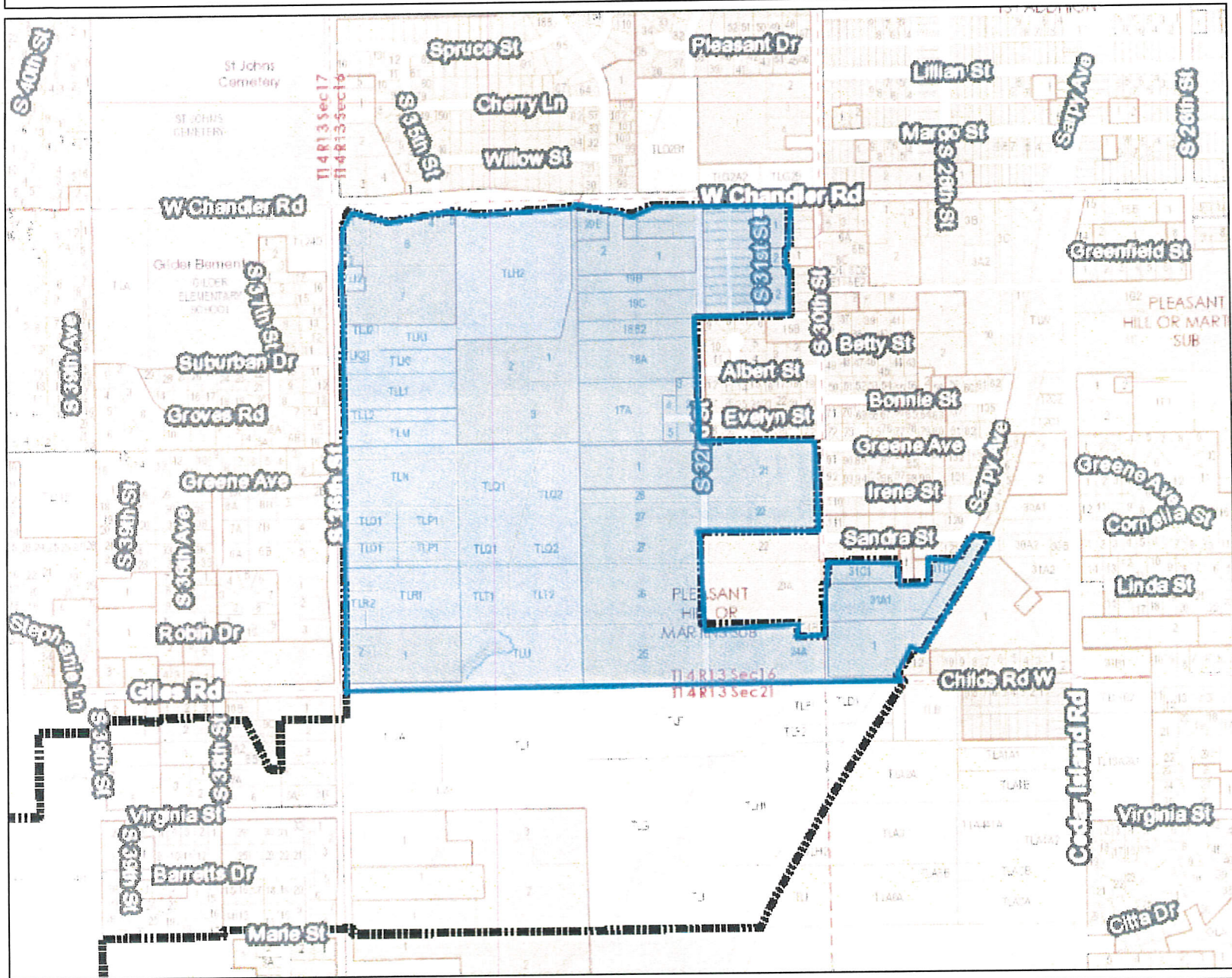
ATTEST

City Clerk

Mayor

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



Annexation Area # 4

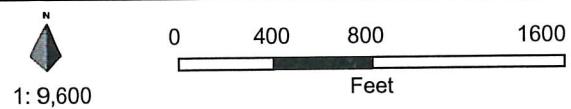


Location



Legend

-  Road Centerlines
-  Municipal Boundaries



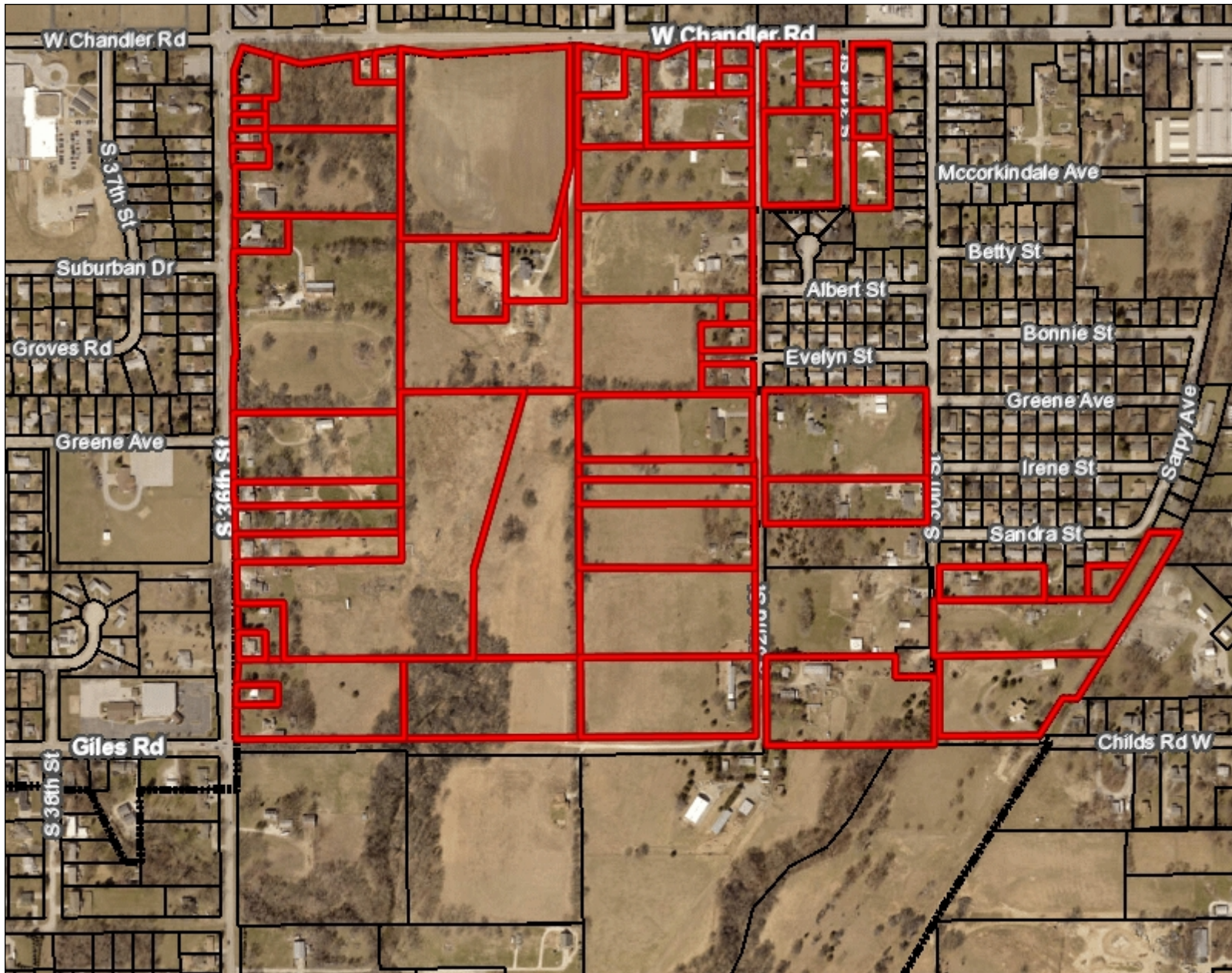
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS



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

Annexation Area #4

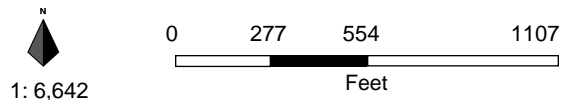


Location



Legend

-  Road Centerlines
-  Municipal Boundaries
-  2018 Aerial Photo
-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3



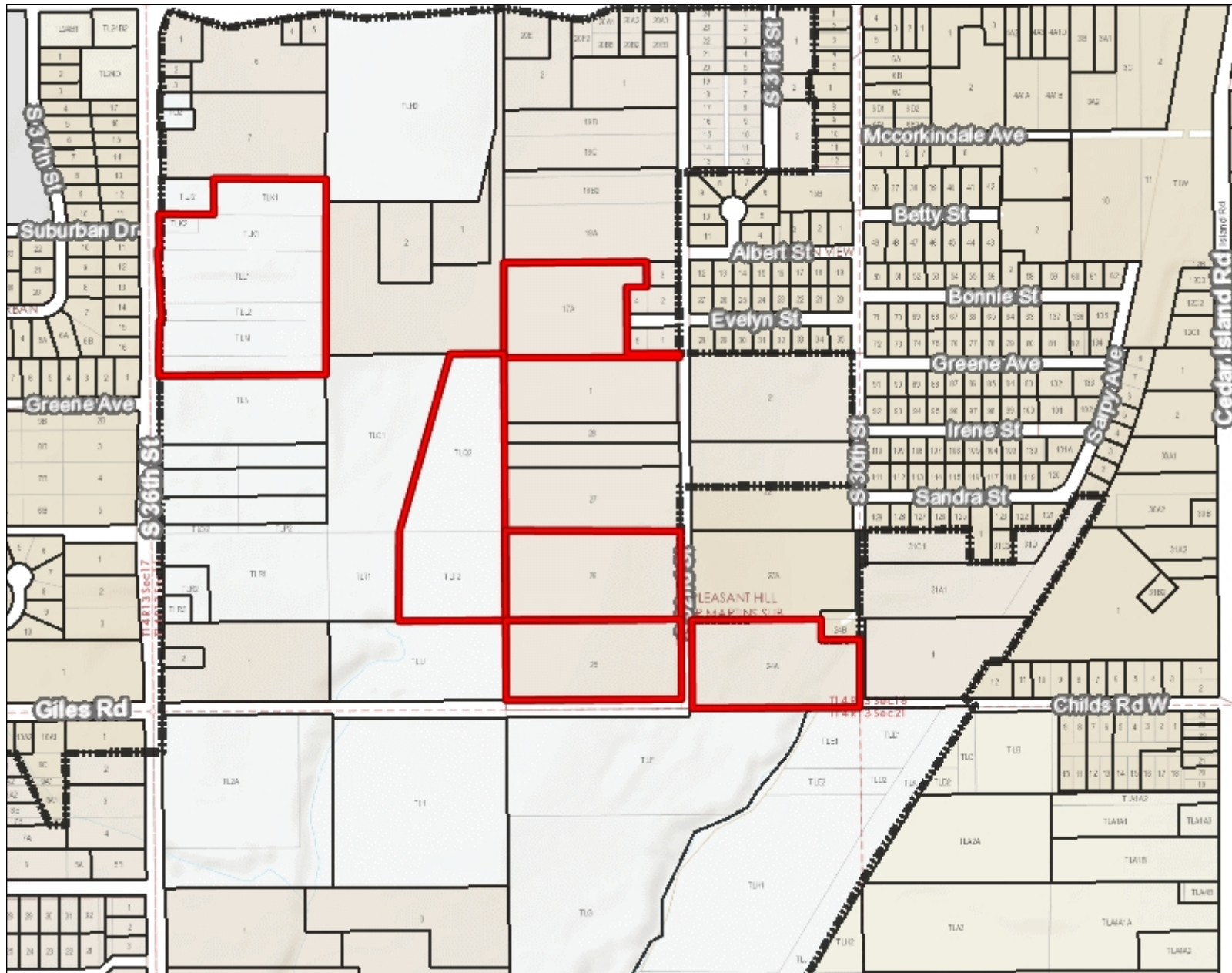
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Sarpy County GIS



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Suite 1130
Papillion, NE 68046
maps.sarpy.com

Annexation Area #4 Greenbelt Lots



Location



Legend

- Road Centerlines
- Municipal Boundaries



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

April 9, 2019

Bellevue City Council
450 110th Avenue NE
Bellevue, WA 98004

Dear Council Members:

Please accept this letter of concern regarding our family's property and livelihood. My family and I reside on properties; south 32nd, Tax Lots F & G, Tax Lots Q2 & T2, Lots 24A, 25 and 26. The intention of this letter is to inform you of our properties use and tie to agriculture.

Agriculture is a key pillar of Nebraska communities and economies. Our farm is a strong example of this. On our land we produce and harvest brome hay. Each season we yield 35 large round bales of hay. This hay is used to feed our sheep, goats and horses. In addition, this crop provides bedding at times to the hogs and livestock raised on our property. Due to these levels of agricultural production the properties listed above are filed under the Greenbelt and have been for many years.

Production agriculture runs deep in the property use as much as it does in our family history. This farm land has been in our family since 1920. Vernon Aus was a dairy farmer, crop producer and was an active member of the Sarpy County Fair Board. His son, Roger Aus started a 4-H club on this property 38 years ago. 4-H is a longstanding tradition in the community around us as it is a youth development program. Currently, 30 members attend meetings, learn about the agricultural industry, career opportunities, work with livestock and develop life skills. These youth and their families benefit from coming to the farm throughout the year. These youth also learn responsibility, work ethic, leadership and other valuable traits as they spend time caring, working and appreciating livestock. The families and youth involved add value to the community and ensure a more promising future.

Thank you for taking the time to listen to our concerns. We appreciate the consideration to be omitted from the annexation process. My husband and I work very hard to sustainably maintain the farm and have full-time jobs. The impact made by sharing our home with the 4-H youth and their families is tremendous. Our family passion is creating a conversation around the importance of agriculture and the environment in Nebraska and we couldn't do it without our home.

Thank you for taking time to read our letter and if you have any questions, please feel free to contact us at 402-980-4879.

Sincerely,
Jack & Tracey Jones

8259 S 32nd St
Bellevue, NE 68147

RECEIVED

APR 12 2019

CITY CLERK

Shirley Harbin

Subject: FW: Jones Farm

From: Melanie Bruck <mrsbruck.mb@gmail.com>

Sent: Friday, May 3, 2019 8:13 AM

To: Susan Kluthe <Susan.Kluthe@bellevue.net>

Subject: Jones Farm

I don't know if it'll help, but here is what i have drafted. Hope to see you on the 7th

In the late 80's my family found a farm in Bellevue to board our horses. It was a farm owned by Roger Aus. He was a rough old guy, who didn't tolerate any slacking off. You came to the farm and you worked. And you cleaned up your own messes. You showed the rams that he told you to and you learned how to keep records and you learned how to lay aside your own comfort for the care of the animals that were entrusted to you. You learned how to 4-H. You didn't talk back and you sure as heck didn't leave your tack in the barn. You ran, and you pushed, and you got stepped on (and you got up) you sweated through your wranglers trying to get that animal to show proper. And you healed. You see, after the death of our father in 1990, all we had left was 4-H and the family the Country Bumpkins was to us. It was a haven, a safe place in the middle of town, that we could just turn everything off for an hour or two and think outside our own problems.

Summers filled with fair activities kept my brother and sister and I out of trouble, well out of any real trouble. And the other 4-H parents provided my mom the support she needed to handle us. Today, my nieces and nephew go to that same farm under the leadership of Roger's daughter Tracy and her husband Jack Jones. So many children and families have been effected by this small farm inside your lovely town. To me that seems priceless. So many families have benefited from this one farm.

Sure, Bellevue can gain more tax money, but will tax money teach you character? Will additional city funds give you a determination to never give up, even when it is difficult, even when your little runt lamb won't hold still for showmanship and you just know you're only gonna get that stupid participation ribbon, but you won't cry in the ring because Roger wouldn't allow it? (I can still see him sitting up in the loft of the sheep barn during the Sarpy County Fair in Springfield, NE in his denim overalls, calming watching and then making sure to remind us to muck out the stalls before we even thought about hitting the midway.) Will monies gained by annexation wipe away your tears when you do give in and cry because your family felt it was time to sell your old horse because it just wasn't safe for a child to ride any longer.

I am no longer a 4-H'er. I am now a wife, a mother, and a farmer. The simple upbringing I had as a child has helped me be tough enough to face the day in and day out struggles of farming today. And when I am not in a tractor or pulling calves or fixing fence, I teach. Yes, I reach way back and think of the people who helped me. Who taught me how important the animals are. And I think of the Aus family and the Jones and I am proud to have known them. Because of them, I am the Education Program Coordinator for Loess Hills Agriculture in the Classroom. Since August 2018 I have presented to over 4,600 students telling them what I know, and love, about agriculture. I have a five county reach, serving 21 school districts and it all began with a green clover. And a grumpy old farmer, Roger Aus.

Please find another way. Please don't close our childhood farm.

Respectfully yours,

Melanie A. Bruck
(712) 488-2040

RECEIVED

MAY 03 2019

CITY CLERK

Shirley Harbin

From: Susan Kluthe
Sent: Friday, May 3, 2019 9:06 AM
To: Shirley Harbin
Subject: FW: Jones Farm

From: Marie Martinez <mmartinezever@gmail.com>
Sent: Friday, May 3, 2019 7:37 AM
To: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Jones Farm

Dear Susan,

Please vote to save the generations owned Tracy and Jack Jones Farm in Sarpy County.

The programs they sponsor for 4H are so valuable to our youth.

My children and now my grandchildren have gained so many positive character building skills from their 4H groups.

If you could only see the good outcomes from this 4H group; from volunteering, public speaking, knowledge of animal care and loyalty to their peers.

Please, please help to save their farm.

Best regards,
Marie Evers

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MAY 03 2019
CITY CLERK



Phone: 402-331-6322

Every family member, every time

Fax: 402-331-2017

May 2, 2019

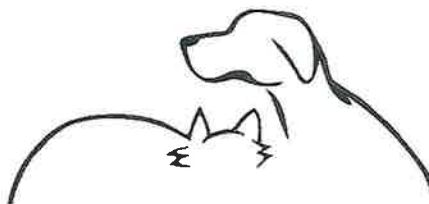
This letter is in regards to annexation of Tray and Jack Jones property in Bellevue and to maintain greenbelt status. The farm has horses, sheep, goats, chickens, rabbits, and other species. Over many decades The Country Bumpkins 4-H Club has been vital to youth development. The 4-H club members and parents have learned to become good citizens and to love and care for animals.

If this farm is not available to urban youth they will not have the opportunity to develop life skills of how important rural America is. I recommend the Jones Farm status not to be changed for the good of young people's lives and development.

Sincerely,

NB Jernigan DVM
Dr. Jernigan

6880 S. 78th Street
Ralston, NE 68127-4276

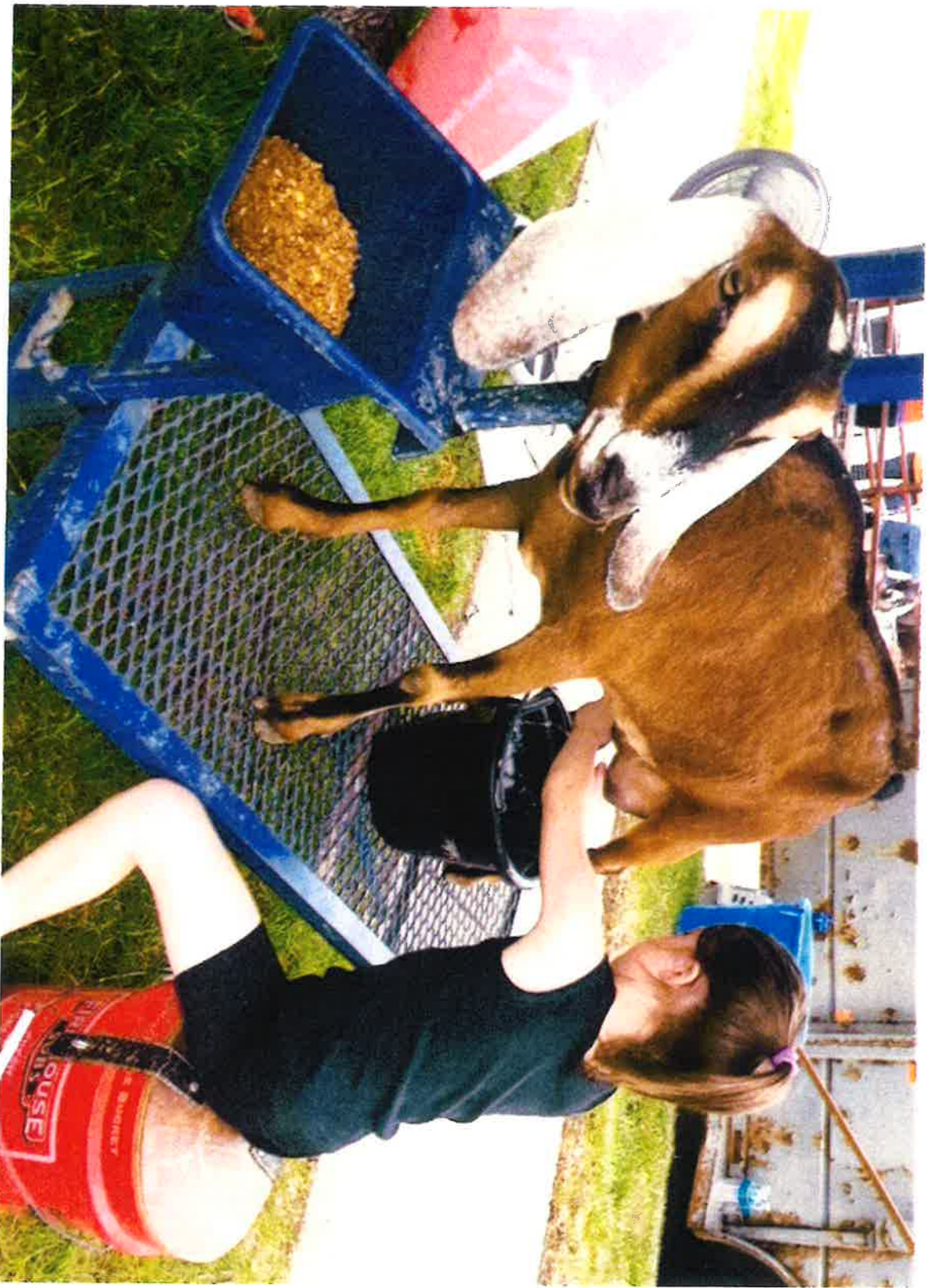


RECEIVED

MAY 03 2019

CITY CLERK

Website: ralstonvet.com
Email: ralstonvet@ralstonvet.com



RECEIVED

MAY 02 2019

CITY CLERK





**THE COUNTRY
BUMPKINS
THANKS YOU
FOR YOUR
YEARS OF
SERVICE!**



Susan Kluthe

From: Morgan Hilderbrand <morganbth2015@gmail.com>
Sent: Thursday, May 2, 2019 9:19 AM
To: Susan Kluthe
Subject: Jones farm annexation council meeting

Due to distance, I will not be able to attend the council meeting on Tuesday, but I wrote a little something down below if there's a time in the meeting for reading stories or accounts on the Jones family's behalf. If there is anything else I can write or help with, please let me know!

Thank you,

Morgan Hilderbrand

My name is Morgan Hilderbrand. I am a Sarpy County 4H Alum who grew up in a partnering club of the country bumpkins. Tracy Jones graciously allowed me to be involved with their larger group for experience sakes and to help me prepare for upcoming shows. I fondly remember trailering my horses to her place weekly so I could get lessons and practice with other kids. She helped me get over some of my riding fears in her arena. Her daughter and I were part of the 2014 champion state horse bowl team that went on to win nationals for Nebraska and we studied late into the night multiple times in the barn there that they built specifically for 4H meetings and gatherings.

Every year at fair the Country Bumpkins club was THE club of standard to hold yourself to. The amount of knowledge, training, discipline, and passion that were in the kids that came through her club was something to be inspired by. Tracy has had such an impact on so many lives through her families farm. It is so peaceful there and I couldn't even imagine them being anywhere else. The extreme impact they have on this community is immeasurable many of us have gone out and started lives across the united states. I know just in our horse bowl team we are now spread out over 4 states all involved in agriculture and 4H directly impacted by this wonderful family and the place they so lovingly call home.

Sent from [Mail](#) for Windows 10

RECEIVED

MAY 03 2019

CITY CLERK

Susan Kluthe

From: Adam and Melissa Gruhlkey <amgruhlkey@hotmail.com>
Sent: Friday, May 3, 2019 2:52 PM
To: Susan Kluthe
Subject: Jones Family Farm

Dear Council Members:

I am writing to you today in support of the Jones Family Farm. My family has been blessed with the opportunity to become part of such an amazing family. The skills my children have learned are by far more valuable than anything they will learn in a classroom setting.

My two daughters have been actively involved with 4-H for a handful of years and the Jones Family Farm has offered experiences, learning opportunities, and fun in a way they would not normally have access to. Just the other day we were at the farm taking care of a momma goat and her babies. I may have a hard time getting my kids to clean their room but get them onto the farm and they are more than willing to help clean out the pen, walk and brush the goats, and help around the farm where ever needed. Not many 'city' kids can say that. These skills and experiences they are learning are some they will cherish and take with them as they get older.

The idea of the Jones Family Farm not being there for my children and all the other children that have grown to LOVE this place breaks my heart. All the positive impacts this farm has had, is having, and hopes to continue to have must outweigh the tax money the city is looking to gain from this farm. I have seen first-hand the impact this farm has had on the older members and I look forward to seeing my own children become such responsible, caring, and compassionate adults.

Please allow this farm to continue to be there for all the children currently being blessed by this farm and the ones to come.

Sincerely,
Melissa Gruhlkey

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MAY 03 2019
CITY CLERK

Susan Kluthe

From: Adam and Melissa Gruhlkey <amgruhlkey@hotmail.com>
Sent: Friday, May 3, 2019 2:52 PM
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Subject: Jones Family Farm

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Please allow this farm to continue to be there for all the children currently being blessed by this farm and the ones to come.

Sincerely,
Melissa Gruhlkey

RECEIVED
MAY 03 2019
CITY CLERK

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11e.
5/7/19

COUNCIL MEETING DATE:	April 8, 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 annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road. Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas—the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department has recommended approval of this request. The Planning Commission has recommended approval of this annexation request, except for the removal of Tax Lots C and 4F and part of the northwest quarter of the northeast quarter of Section 28, east of Cedar Island Road and north of Cornhusker Road which have Greenbelt status.

BACKGROUND:

This ordinance pertains to Annexation Area #6. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

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

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Signature]

[Signature]

A. Bue Roblin

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted seven yes, one no, zero abstained, and one absent to recommend:

APPROVAL with the exception of Tax Lots C and 4F, and part of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ east of Cedar Island Road and north of Cornhusker Road, based on their agricultural use and greenbelt status.
APPROVAL based on consistency with the Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

<u>School</u>	<u>Fire</u>	<u>Current levy</u>	<u>Future levy</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

<u>School</u>	<u>Fire</u>	<u>Current tax</u>	<u>Future tax</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

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

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



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Street Department

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

MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
 - Lane Miles = 22.48
 - Annual Street Lighting Cost = Unknown at this time
 - Manpower additions – 176% of level threshold; 2 full-time employees
 - Equipment additions – 134 % of level threshold; 1-2 pieces
 - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
 - Projected annual Highway Allocation revenue increase -\$189,459.98
 - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ **AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

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Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36TH ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36TH ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

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○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36TH ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25TH ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25TH ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

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Needed yearly operational maintenance budget increase - \$8435.88
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. 3942

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

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

Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.;

Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.;

and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law.

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

APPROVED AS TO FORM:

City Attorney

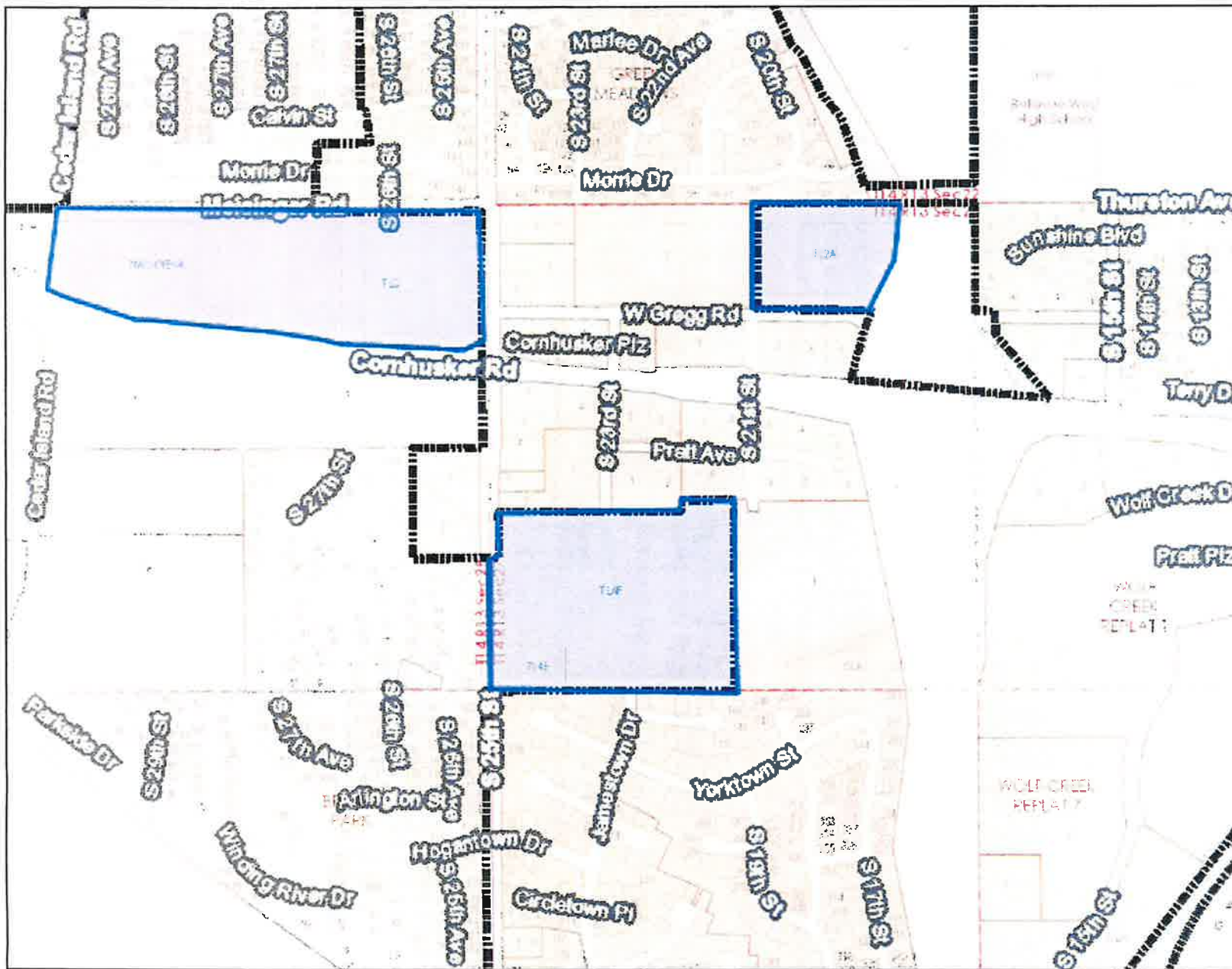
ATTEST

City Clerk

Mayor

First Reading: 4/8/19
Second Reading: _____
Third Reading: _____



Annexation Area # 6



Location

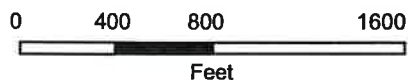


Legend

-  Road Centerlines
-  Municipal Boundaries



1:9,600



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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11f.
5/7/19

COUNCIL MEETING DATE:		AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
SUBMITTED BY:		ORDINANCE	<input checked="" type="checkbox"/>
Pat Shannon		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Ordinance No. 3943

SYNOPSIS:

Ordinance No. 3937, request to amend section 2-30 of the City Code, pertaining to the City Council's Order of Business.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS ☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

N/A

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:

Approve Ordinance No. 3937 amending section 2-30 of the City Code, pertaining to the City Council's Order of Business.

BACKGROUND:

--

ATTACHMENTS:

1	Ordinance 3937	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Signature]
N/A
A. Burr Roblin

AN ORDINANCE TO AMEND SECTION 2-30 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CITY COUNCIL'S ORDER OF BUSINESS; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-30 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-30. Order of business.

(a) The business of the council shall be taken up for consideration and disposition in the following order:

- (1) Pledge of allegiance;
- ~~(1)(a)~~ (2) Invocation;
- ~~(2)~~ (3) Call to order and roll call;
 - a. Election of Presiding Officer (when applicable)
- ~~(2)(a)~~ (4) Open Meetings Act;
- ~~(3)~~ (5) Approval of agenda, consent agenda, minutes and advisory committee reports;
 - a. Approval of Minutes from Prior Meeting
 - b. Adjourn sine die (only when new members need sworn in);
 - c. Presiding Officer calls to order and roll call (only when new members need sworn in);
 - b. Approval of the Agenda
 - c. Approval of the Consent Agenda
 - d. Approval of Advisory Committee Report
- ~~(4)~~ (6) Approval of claims (statements of account);
- ~~(5)~~ (7) Special presentations (quarterly budget update);
- ~~(5)(a)~~ (8) Organizational Matters (when necessary to elect a new council president)
- ~~(6)~~ (9) Approved Citizen Communication
- ~~(7)~~ (10) Liquor licenses;
- ~~(8)~~ (11) Ordinances for adoption (third reading);
- ~~(9)~~ (12) Ordinances for public hearing (second reading);
- ~~(10)~~ (13) Ordinances for introduction (first reading) read only;
- ~~(11)~~ (14) Public hearing on matters other than ordinances;
- ~~(12)~~ (15) Resolutions for adoption;
- ~~(13)~~ (16) Current business;
- ~~(14)~~ (17) Administrative reports;
- ~~(15)~~ (18) Closed or Executive Session; and
- ~~(16)~~ (19) Adjournment.

(b) The order of business shall not be changed except by a majority vote of the city council. The city clerk shall have the authority at his or her discretion, when preparing any agenda for a city council meeting, to group items together that are of a similar nature or are related by subject matter when it appears reasonable to do so for efficient progression of such meeting.

Section 2. That Section 2-30 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. 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.

1 ATTEST:

2

3

4 City Clerk

5

6 First Reading

7 Second Reading

8 Third Reading

4/8/19

4/22/19

Mayor

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 3943

AN ORDINANCE TO AMEND SECTION 2-30 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CITY COUNCIL'S ORDER OF BUSINESS; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

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- (1) Pledge of allegiance;
- (2) Invocation;
- (3) Call to order and roll call;
 - a. Election of Presiding Officer (when applicable)
- (4) Open Meetings Act;
- (5) Approval of agenda, consent agenda, minutes and advisory committee reports;
 - a. Approval of Minutes from Prior Meeting
 - b. Adjourn sine die (only when new members need sworn in);
 - c. Presiding Officer calls to order and roll call (only when new members need sworn in);
 - b. Approval of the Agenda
 - c. Approval of the Consent Agenda
 - d. Approval of Advisory Committee Report
- (6) Approval of claims (statements of account);
- (7) Special presentations (quarterly budget update);
- (8) Organizational Matters (when necessary to elect a new council president)
- (9) Approved Citizen Communication
- (10) Liquor licenses;
- (11) Ordinances for adoption (third reading);
- (12) Ordinances for public hearing (second reading);
- (13) Ordinances for introduction (first reading) read only;
- (14) Public hearing on matters other than ordinances;
- (15) Resolutions for adoption;
- (16) Current business;
- (17) Administrative reports;
- (18) Closed or Executive Session; and
- (19) Adjournment.

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Section 3. 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.

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9

ATTEST:

City Clerk

First Reading

Second Reading

Third Reading

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
5/7/19

COUNCIL MEETING DATE:	04/22/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Councilman Don Preister, Ward 5		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:

Fireworks regulations conforming to Omaha

SYNOPSIS:

These changes to City Code would bring Bellevue into compliance with the Omaha rules on Fireworks. Along the Harrison Street border, conformity is especially helpful for compliance. The Changes reduce the sales days by three (3), while increasing sale times by one hour per day; days to discharge are changed from ten to three days, with an additional hour per day, plus added penalties.

FISCAL IMPACT:

BUDGETED ITEM: ☐ YES ☐ NO GRANT/MATCHING FUNDS ☐ YES ☐ NO
IF NO, EXPLAIN: IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	(Fund-Dept-Project-Subproject-Funding Source-Cost Center)
	GL Account #:	GL Account Name:

RECOMMENDATION:

Please pass the ordinance to make compliance easier and to make life better for our veterans, elderly, pets, disabled, fire prevention, safety and air quality.

BACKGROUND:

Each year we receive complaints from veterans who have to "Bunker In" from the reminders of war that the fireworks represent. Many of them leave town for the quite and safety of the country. They should not have to be tormented for ten days. No other holiday "celebration" lasts that long. We also hear from pet owners who must "medicate" their pets to survive the trauma for ten legal days and longer. People sick from heart conditions, COPD, and other illness suffer from the excessive particulate matter and poison air, that always exceed safe limits. Reducing the number of discharged days cuts the exposure time more than half. Doing so is good stewardship of our Community.

ATTACHMENTS:

- 1 Omaha Mayor Stothert Letter
- 2 Brian Hanson Letter
- 3 Other

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

Simon T. K...
[Signature]
[Signature]
J. Bruce Roblin

OMAHA CITY CODE:

Sec. 20-320. - Fireworks permitted and prohibited.

- (a) It shall be unlawful for any person to, within the city, possess, sell, offer for sale, hold for sale, bring into the city, use or discharge fireworks, except for the following:
 - (1) Consumer fireworks, as defined by R.R.S. § 28-1241, as amended; or
 - (2) Any display fireworks, purchased by a person licensed to purchase such fireworks, and purchased from a licensed distributor; or
 - (3) Any display fireworks purchased by the holder of a display permit issued pursuant to R.R.S. § 28-1239.01; or
 - (4) Any fireworks brought into this state for storage by a licensed distributor and held for sale outside of this state; or
 - (5) Any fireworks furnished for agricultural purposes pursuant to written authorization from the state fire marshal to any holder of a distributor's license; or
 - (6) Toy cap pistols or toy caps, each of which does not contain more than twenty-five hundredths of a grain of explosive material.
- (b) Definitions.
 - (1) The term "fireworks" shall mean any composition or device designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation and which meets the definition of consumer or special fireworks set forth by the United States Department of Transportation in Title 49 of the Code of Federal Regulations.
 - (2) The term "flying lanterns" shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons used for transporting persons.
- (c) The use or discharge of consumer fireworks under subsection 20-320(a)(1) above shall be subject to the following rules:
 - (1) The possession, use or discharge of consumer fireworks shall comply with the laws of the State of Nebraska.
 - (2) Notwithstanding other rules, consumer fireworks may be used or discharged only on the following dates and times:
 - (i) July 2 through July 4, inclusive, between the hours of 12:00 p.m. noon and 11:00 p.m. on those days; and,
 - (ii) From 5:00 p.m. on December 31 through 1:00 a.m. on January 1.
 - (3) Consumer fireworks may only be possessed, used or discharged by a person 16 years of age or older; provided, that a person 12 years of age or older and less than 16 years of age may possess, use or discharge consumer fireworks, but only when in the immediate presence of and under the direct supervision of an adult 19 years of age or older.
- (d) The possession, use, or discharge of fireworks as allowed under this section shall be lawful, notwithstanding any general prohibition of such activities in the city's master plan.

- (e) Notwithstanding any other language in this section, the possession, use, discharge, retail sale, offer for retail sale, or explosion of flying lanterns is prohibited.
- (f) The sale of fireworks shall be regulated by chapter 30 of this Code.
- (g) Any person convicted of a violation of this section shall be punished under this section as follows:
 - (i) First offense: A fine of \$300.00.
 - (ii) Second offense: A fine of \$400.00.
 - (iii) Third and subsequent offenses: A fine of \$500.00 for each separate conviction.

(Ord. No. 38896, § 3, 12-14-10; Ord. No. 40510, § 2, 9-29-15; Ord. No. 41531, § 1, 9-25-18)

ORDINANCE NO. 3944

AN ORDINANCE TO AMEND SECTION 12-60 PERTAINING TO THE SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS IN THE CITY OF BELLEVUE; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING IN 12-60; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 12-60 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 12-60.- Sale, distribution, storage and discharge of fireworks restricted; definitions.

(a) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the city as a distributor, jobber or retailer (as such terms are defined by the laws of the State, as amended from time to time) unless licensed by the city for such purposes; provided that such licensee shall at all times comply with sections 12-60 through 12-100 and with any applicable laws, regulations and rules of the State, as amended from time to time.

(b) No fireworks may be sold at retail in this except, daily, from 8:00 a.m. until ~~10:00 p.m., June 25 through July 3, and from 8:00 a.m. until 12:00 midnight on July 4th~~ **11:00 p.m., June 28th through July 4th**. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this city other than fireworks. Unless first expressly approved by the city council, it shall be unlawful to discharge fireworks in this city except between:

(1) ~~8:00 a.m. to 10:00 p.m. on any day from June 25 through July 3~~ **July 2 through July 4, inclusive, between the hours of 12:00 p.m. noon and 11:00 p.m. on those days; and**

(2) ~~8:00 a.m. to 12:00 midnight on July 4; and~~

(3) ~~9:00 p.m. on December 31 to 12:30 a.m. on January 1~~ **From 5:00 p.m. on December 31 through 1:00 a.m. on January 1.**

All retail firework sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the City of Bellevue and that any debris caused by the discharge of fireworks in the city must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this city or the State of Nebraska.

(c) No person other than distributors or jobbers or retailers licensed by the city shall store fireworks for retail sale, distribution or delivery in this city. No such storage shall be permitted except between the hours of 8:00 a.m. on ~~June 23~~ **June 26th** through 12:00 noon on July 7. Such storage shall be allowed only on sites approved for the retail sale of fireworks pursuant to the provisions of section 12-77 in facilities complying with all applicable provisions of law.

(d) Unless the context shall otherwise require, whenever used in sections 12-60 through 12-100, the term:

(1) "*Community betterment*" shall mean a purpose which generally betters or enhances the community of the City of Bellevue, including:

a. The acquisition, improvement and maintenance of parks and recreational facilities, public equipment and other items for community use;

b. The recruitment and attraction of new businesses and jobs to the City of Bellevue;

- c. Athletic programs which serve the city or neighborhoods or other areas of the community;
- d. Scholarships and youth programs; and
- e. Other acquisitions, services or programs which generally benefit the city and its residents.

(2) "*Net proceeds*" shall mean the gross amount of money derived by a retail licensed organization from the sales of fireworks (which shall not include any applicable sales or use tax) less the sum of only the following expenses:

- a. The dollar amount actually paid or to be paid by the organization for fireworks taking into consideration any discounts, reimbursements, deductions, or other credits or allowances;
- b. The dollar amount of applicable local and state license fees;
- c. The dollar amount of any utility expense;
- d. The dollar amount of any rental expense for use of a fireworks sales outlet site;
- e. The dollar amount of any advertising and similar costs of operation of the fireworks sales outlet conducted by the organization; and
- f. The dollar amounts paid for the following: security; rental of the sales outlet or storage facility, including associated cash registers, shelving or display furnishings; fees charged to the organization by an issuing bank for credit card processing fees; fees charged to the organization by check guarantee or similar service providers; liability insurance procured by the organization; and, subject to section 12-77(e)(7), any other expenses that are directly related to the sale of fireworks by the organization. No expense otherwise allowable by application of (A) through (F) of the preceding sentence shall be allowed in the calculation of net proceeds unless the same:
 - 1. Is duly documented and supported by the organization in the statement required by section 12-85.
 - 2. Has been directly incurred by the organization in order to conduct sales of fireworks; and
 - 3. Has been directly paid by the organization to the person or entity providing the product, materials, equipment or service to the organization by use of a check or similar negotiable instrument drawn on the account of the organization.

(3) "*Volunteer*" shall mean only:

- a. Individuals (including members of their respective families) who meet the eligibility criteria for, or who are recipients of, scholarship, youth or other community betterment programs funded, in whole or in part, by net proceeds of firework sales; or
- b. Individual members (including immediate members of their respective families) who, or whose immediate family members, are:
 - 1. Members of the organization and are not compensated from proceeds derived from the sales of fireworks; or
 - 2. Regularly employed by the organization in a capacity other than for purposes of sales of fireworks; provided that volunteers shall not include:
 - i. Any such individual/member/employee who is, or whose immediate family member is, an officer, director, employee or agent of any distributor or jobber, or any agents, subsidiaries, affiliates, contractors or subcontractors of a jobber or distributor; or
 - ii. Any person to whom the organization or any distributor or jobber makes any payment, directly or indirectly, for

performing services, in any capacity, in connection with the sale of fireworks or the operation of the organization's fireworks sales outlet. All volunteers to be used by the organization in the retail sale of fireworks shall be identified by an organization in its application for a retail license, to be supplemented as permitted by section 12-77(e)(7).

(4) "Fireworks" shall mean and include only those fireworks that are permitted for sale by a retailer under the laws of the state, as amended from time to time.

(5) "Flying lanterns" shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons for transporting persons.

(e) Notwithstanding any other provisions in this section, the possession, use, discharge, retail sale, offer retail sale, or explosion of flying lanterns in this city is prohibited.

(f) Any person convicted of a violation of this section shall be punished under this section as follows:

- (1) First offense: A fine of \$300.00.
- (2) Second offense: A fine of \$400.00.
- (3) Third and subsequent offenses: A fine of \$500.00 for each separate conviction.

Section 2. That Section 12-60 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. 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, Rusty Hike

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

First Reading _____
Second Reading _____
Third Reading _____

Lisa Rybar

From: wbrabon@gmail.com
Sent: Tuesday, April 16, 2019 2:25 PM
To: Web Info; Rusty Hike
Subject: New contact request from bellevue.net

Name: Rebecca Rabon
Email: wbrabon@gmail.com
Phone:
Message: Hello Sir,

I am writing you because I live in Pilgrim's Landing off of Fairview and 25th St, which is a SID. Consequently it does not look like I have a Council member to write about my concern. In a word: fireworks.

We have lived in this subdivision for 13 years. Every single year we endure sleepless nights, anxious dogs, and medications for said dogs. All because people have used "living in a SID" as an excuse to start lighting fireworks as soon as they go on sale. They go off at all hours without regard to respecting sleep hours, not to mention the sanity of the neighborhood. Our family sleeps with earplugs and can still hear them going off. Sometimes they are so big they shake the house. It reminds me of my Army days and is frankly scary. My husband stays up during these nights to go out afterward and police up errant fireworks since we've had some smolder on our lawn during various years. This last year went on for a solid month. By the end of that time our dog would not even go outside to use the bathroom-and that was WITH meds. Each year our family has to pay for a vet visit plus meds just so neighbors can shoot fireworks. We are paying for an activity we don't even participate in. Fights about this non-policy end up occurring on the NextDoor website, because people are understandably frustrated. Then there are those that gleefully throw up the "no rules, no laws" mantra in an attempt to shut them up and justify their disrespect. It is only April, but I am already dreading July-and I know I am not alone.

Please enact the same rules for fireworks in SIDS that currently exist for those that live in Bellevue city limits.

Thank you, and kind regards,

Rebecca Rabon

Susan Kluthe

Fireworks

From: Bree Robbins
Sent: Monday, April 22, 2019 8:05 AM
To: Susan Kluthe
Subject: FW: New contact request from bellevue.net

Do we need to include this?

Bree Robbins
Bellevue City Attorney

1500 Wall Street
Bellevue, NE 68005
(402) 682-6157 - Tahnee (City Paralegal)
(402) 682-6156 - Bree
(402) 293-3058 - Fax

Confidentiality Notice: 18 U.S.C. 2510 et seq. provides federal criminal and civil penalties for the unauthorized reading of this e-mail if you are not the intended recipient

From: Kathy Welch
Sent: Saturday, April 20, 2019 1:32 PM
To: Web Info <info@bellevue.net>; travisbarber21@gmail.com
Subject: Re: New contact request from bellevue.net

Travis

Thank you for your input.

Kathy Welch

From: travisbarber21@gmail.com <travisbarber21@gmail.com>
Sent: Thursday, April 18, 2019 8:27:46 AM
To: Web Info; Kathy Welch
Subject: New contact request from bellevue.net

Name: Travis barber
Email: travisbarber21@gmail.com
Phone: 402-312-7082

Message: Please vote against item 13a.

I am not a huge fan of lighting off fireworks but remember how much fun I had as a kid doing such. 3 days is to short.
Thanks feel free to call for more of my opinion. Travis

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	5-7-2019	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
SUBMITTED BY:		LIQUOR LICENSE <input type="checkbox"/>
Susan Kluthe, City Clerk		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:

Event License Application - Bellevue Amateur Radio Club

SYNOPSIS:

The Bellevue Amateur Radio Club would like to use Washington Park for the ARRL Field Day on Saturday, June 22nd, starting at 6:00 a.m. through Sunday, June 23rd, at 3:00 p.m. and to have the event license fee waived since BARC is a Nebraska non-profit organization

FISCAL IMPACT:

\$50 event fee - waived

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

Please see the recommendations from the Police, Parks, and Street Departments.

BACKGROUND:

BARC has been in contact with Carol Blood, the Farmer's Market Manager, and she has agreed to allow them to use the park gazebo to showcase amateur radio stations in the park. In the past club members have setup tents to protect equipment from inclement weather and to sleep in over night. They also have small trailer they park adjacent to the park on Franklin St. It will not interfere with traffic flow and will not be there during the Farmer's Market.

ATTACHMENTS:

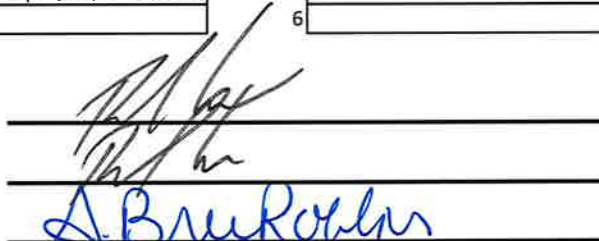
1	Application	4	
2	Comments from PD, Parks & Streets	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





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: 4/24/2019

APPLICANT (Name/Address/Phone #): Dennis Mitchell / 8519 S 47th Ave, Bellevue NE 68157 / 402-690-2587

CORPORATION (Name/Address): Bellevue Amateur Radio Club / 7519 Chandler Hills Dr, Bellevue NE 68147

CORPORATION OFFICERS: George Bellairs (Club President), James Westcott (Vice President), Dennis Mitchell (Treasurer & Field Day coordinator)

PROPOSED ACTIVITY: Bellevue Amateur Radio Club (BARC) will be participating in ARRL Field Day (<http://www.arrl.org/field-day>). Field Day is an amateur radio operating event during which amateur radio operators setup stations "in the field" and make radio contact with other stations set up across the United States and in other countries. Field Day gives amateur radio operators an opportunity to practice for emergencies and demonstrate our capabilities to the public. It is a 24 hour operating event which begins at 1:00 pm Saturday and concludes at 1:00 pm Sunday. We would like to begin setting up at 6:00am on Saturday, June 22nd in order to showcase amateur radio for Farmer's Market visitors.

The Bellevue Farmer's Market will be held the morning of Saturday, June 22nd and end at Noon. We have been in contact with Carol Blood, the market manager. Ms. Blood has agreed to allow us to use the park gazebo during the Farmer's Market to showcase amateur radio to market visitors. When the Farmer's Market ends we will setup additional radio stations in the park.

We would like your approval to allow club members to setup tents to protect their equipment from inclement weather and to sleep in during the overnight event. We may also have a small travel trailer parked adjacent to the park on Franklin St. It will not interfere with traffic flow and will not be there during the Farmer's Market.

The first ARRL Field Day was held in 1933 and is an annual event held the fourth weekend in June. BARC is a Nebraska non-profit organization; we ask that the event license fee be waived for this event.

DAY/DATE OF PROPOSED ACTIVITY: Saturday, June 22nd at 6:00 am through Sunday, June 23rd at 3:00 pm.

LOCATION OF PROPOSED ACTIVITY: Washington Park, Bellevue

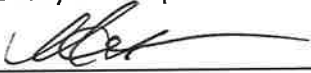
HOURS OF OPERATION: BARC would like to begin setup at 6:00 am on Saturday. Field Day operations will begin at 1:00 pm. Visitors are welcome any time. Field Day will end at 1:00 pm on Sunday. Based on previous experience we will be packed up and out of the park by 3:00 pm Sunday.

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

1. Sanitary Facilities: Club members and visitors will use the existing restroom facilities in the park.
2. Running Water: Club members and visitors will use the existing facilities in the park.
3. Power: Our radio stations will operate from small gasoline powered generators to demonstrate our ability to operate without commercial power. During our 2018 Field Day operation in the park the generators were not audible at any neighboring home.
4. Parking: Club members and visitors will use on street parking around Washington Park.
5. Insurance: Bellevue Amateur Radio Club has liability insurance through Hanover Insurance Group. A copy of our current Memorandum of Club Liability Insurance is attached.

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

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

Signature of Applicant: 

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 5-1, 2019.
City Council hearing date: 5-7
License Fee of \$50 paid on: _____ Receipt #: _____

Police Department Requests: We would like to let the Bellevue Police department know Bellevue Amateur Radio Club members will be in the park throughout the night. We will have tents setup to protect people and equipment from weather and to allow operators to sleep near their equipment when not actively operating.

Parks Department Requests: Bellevue Amateur Radio Club will need around the clock access to restroom facilities and electric power during the Field Day Event.

We would like to reserve the pavilion adjacent to the restrooms and the park gazebo for radio club use during the event. We will not interfere with people's use of playground equipment in the park. We welcome visitors interested in seeing amateur radio in operation.

Street Department Requests: We do not anticipate needing any special services from the street department.



MEMORANDUM OF CLUB LIABILITY INSURANCE

Coverage is provided in the: HANOVER INSURANCE COMPANY

POLICY NUMBER	POLICY PERIOD		AGENCY CODE
	FROM	TO	
RSC12214	5/1/2019	5/1/2020	AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN BELOW.
NAMED INSURED AND MAILING ADDRESS			AGENT
Bellevue Amateur Radio Club 7518 Chandler Hills Drive Bellevue NE, 68147			RISK STRATEGIES COMPANY 333 W. WACKER DRIVE SUITE 1200 CHICAGO, IL 60606

Form of Business:

AMERICAN RADIO RELAY LEAGUE- RADIO CLUB LIABILITY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ _____
Commercial General Liability Coverage Part	\$ 200.00
Commercial Crime Coverage Part	\$ _____
Commercial Inland Marine Coverage Part	\$ _____
Boiler and Machinery coverage part	\$ _____
Commercial Auto Coverage Part	\$ _____

PREMIUM

The total premium of \$ 200.00 is due at inception

Form(s) and Endorsement(s) applicable to all Coverage Part(s) and made a part of this policy at time of issue:
401-1127 01/08, 401-1135 01/08, IL 0003 09/08, IL0017 11/98, IL0022 05/87, IL0140 11/05, IL0260 09/07, SIG1100 08/14

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products Completed Operations)	\$ 2,000,000
Products Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Fire Damage Limit (Any One Fire)	\$ 100,000
Medical Expense Limit (Any One Person)	\$ 10,000

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

What is ARRL Field Day?

ARRL Field Day is the single most popular on-the-air event held annually in the US and Canada. On the fourth weekend of June of each year, more than 35,000 radio amateurs gather with their clubs, groups or simply with friends to operate from remote locations.

Field Day is a picnic, a campout, practice for emergencies, an informal contest and, most of all, FUN!

It is a time where many aspects of Amateur Radio come together to highlight our many roles. While some will treat it as a contest, other groups use the opportunity to practice their emergency response capabilities. It is an excellent opportunity to demonstrate Amateur Radio to the organizations that Amateur Radio might serve in an emergency, as well as the general public. For many clubs, ARRL Field Day is one of the highlights of their annual calendar.

The contest part is simply to contact as many other stations as possible and to learn to operate our radio gear in abnormal situations and less than optimal conditions.

We use these same skills when we help with events such as marathons and bike-a-thons; fund-raisers such as walk-a-thons; celebrations such as parades; and exhibits at fairs, malls and museums — these are all large, preplanned, non-emergency activities.

But despite the development of very complex, modern communications systems — or maybe because they ARE so complex — ham radio has been called into action again and again to provide communications in crises when it really matters. Amateur Radio people (also called “hams”) are well known for our communications support in real disaster and post-disaster situations.

What is the ARRL?

The American Radio Relay League is the national association for Amateur Radio in the USA, representing over 171,000 FCC-licensed Amateurs. The ARRL is the primary source of information about what is going on in ham radio. It provides books, news, support and information for individuals and clubs, special events, continuing education classes and other benefits for its members.

What is Amateur Radio

Often called “ham radio,” the Amateur Radio Service has been around for a century. In that time, it’s grown into a worldwide community of licensed operators using the airwaves with every conceivable means of communications technology. Its people range in age from youngsters to grandparents. Even rocket scientists and a rock star or two are in the ham ranks. Most, however, are just normal folks like you and me who enjoy learning and being able to transmit voice, data and pictures through the air to unusual places, both near and far, without depending on commercial systems.

The Amateur Radio frequencies are the last remaining place in the usable radio spectrum where you as an individual can develop and experiment with wireless communications. Hams not only can make and modify their equipment, but can create whole new ways to do things.

For More Information visit: www.arrl.org



Susan Kluthe

From: Bobby Riggs
Sent: Monday, April 29, 2019 1:57 PM
To: Susan Kluthe
Subject: RE: Bellevue Amateur Radio Club Event License Review

No issues, conflicts – Street Department

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

From: Susan Kluthe
Sent: Friday, April 26, 2019 2:49 PM
To: Rob Bailey; Brian Madison; Bobby Riggs
Subject: Bellevue Amateur Radio Club Event License Review

Please review and advise of any possible issues by Wednesday, May 1st, at 1:00 p.m.

Let me know if you have any questions.

Thank you!

Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Susan Kluthe

From: Brian Madison
Sent: Friday, May 3, 2019 10:44 AM
To: Susan Kluthe; Rob Bailey; Bobby Riggs
Subject: RE: Bellevue Amateur Radio Club Event License Review

Everything is good for this event from Parks.

Brian

From: Susan Kluthe <Susan.Kluthe@bellevue.net>
Sent: Friday, April 26, 2019 2:49 PM
To: Rob Bailey <Rob.Bailey@bellevue.net>; Brian Madison <brian.madison@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>
Subject: Bellevue Amateur Radio Club Event License Review

Please review and advise of any possible issues by Wednesday, May 1st, at 1:00 p.m.

Let me know if you have any questions.

Thank you!

Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Susan Kluthe

From: Rob Bailey
Sent: Friday, May 3, 2019 12:39 PM
To: Susan Kluthe; Larry Lampman
Subject: FW: Radio Club Event
Attachments: 0700_001.pdf

Larry, you good with this?

From: Susan Kluthe
Sent: Friday, May 3, 2019 12:22 PM
To: Rob Bailey <Rob.Bailey@bellevue.net>
Subject: Radio Club Event

Here you go! So sorry about that!

Susan

Susan Kluthe

From: Larry Lampman
Sent: Tuesday, May 7, 2019 10:17 AM
To: Rob Bailey; Susan Kluthe
Subject: Re: Radio Club Event

Yes, sorry for the late response.

Sergeant Larry Lampman

Special Services Unit
larry.lampman@bellevue.net
Bellevue Police Department
1510 Wall St
Bellevue, Ne 68005
Office-402-682-6628
Cell-402-637-5856

From: Rob Bailey
Sent: Friday, May 3, 2019 12:38:51 PM
To: Susan Kluthe; Larry Lampman
Subject: FW: Radio Club Event

Larry, you good with this?

From: Susan Kluthe
Sent: Friday, May 3, 2019 12:22 PM
To: Rob Bailey <Rob.Bailey@bellevue.net>
Subject: Radio Club Event

Here you go! So sorry about that!

Susan

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
5/7/19

COUNCIL MEETING DATE:	05/07/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Chief Elbert <i>Chief Elbert 4-30-19 0914</i>		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:

Police Cruiser Tablet Purchase

SYNOPSIS:

The Bellevue Police Department needs to purchase additional tablets to comply with the Nebraska Supreme Court mandate concerning paperless issuance of citations.

FISCAL IMPACT:

This is a budgeted item in the amount of \$69,664.80 for the purchase of 16 Tablets, Keyboards, and Docking Stations.

BUDGETED ITEM: ☒ YES ☐ NO GRANT/MATCHING FUNDS ☐ YES ☒ NO
IF NO, EXPLAIN: IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Cruiser Tablets
	Expected Start Date:	07/01/2019 Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
Finance	Street District # and Name:	
	Distribution Code:	10/20
	GL Account #:	6410
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account Name:	Traffic Equipment

RECOMMENDATION:

Approve the purchase of (16) Getac Tablets, Keyboards, and Docking Stations from Bizco/Gov Direct, in the amount of \$69,664.80

BACKGROUND:

The State Supreme Court has mandated that by 01/01/20, all citations written by Police Departments above 500 a year, must be sent in a digital format. This is an unfunded mandate which the Department has to implement as we are well above the 500 a year threshold.

ATTACHMENTS:

1	State Grant Rejection Letter 02/26/19	4	Memo to Chief Elbert
2	Bizco Bid	5	
3	Brite Bid	6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Signatures]

BELLEVUE POLICE DEPARTMENT

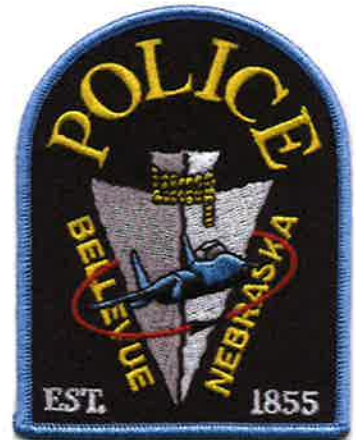
MEMORANDUM

TO: Chief Elbert

FROM: Capt. Dargy

SUBJECT: Tablet Purchase

DATE: 04/30/19



As you are aware, the Nebraska State Court has mandated that we move to an all-digital format when it comes to issuing citations and paperwork to the Court. Handwritten tickets and paperwork will no longer be accepted after 01/01/20. The Department became aware of this just prior to the last budget year and was able to plan a portion of the 2019 budget to allocate for the purchase of needed equipment. We did put in for a state grant to help off set the cost of equipment, however, we were notified on 02/26/19, that we were not awarded any funds. We have enough funds to purchase 16 Tablets and equipment. With this approval, that will leave us with approx. seven tablets short of being complete for the Fleet, not counting any that need to be replaced in the future due to age. Due to this unfunded mandate by the State, it is recommended we move forward with Council approval and purchase the required equipment to be in compliance with the mandate.

With Respect,

A handwritten signature in black ink, appearing to be 'Dargy'.

Capt. Dargy



Good Life. Great Service.

**COMMISSION ON LAW ENFORCEMENT
AND CRIMINAL JUSTICE**

February 26, 2019

Bellevue Police Department
Shaun Manning
1510 Wall St
Bellevue, NE 68005

RE: Grant # 1906-19-01-01

Dear Officer Manning,

Unfortunately, we were not able to accommodate everyone for this round of mini-grant funds and Bellevue Police Department was not on the selection list. However, we are expecting some fund shortly and we will notify you as soon as we know.

If you have any questions, please contact Mike Fargen at 402-471-3992 or mike.fargen@nebraska.gov or Swikriti Lamichhane at 402-471-3419 or swikriti.lamichhane@nebraska.gov.

Best Regards,

Don Arp Jr.
Executive Director
Nebraska Crime Commission on Law
Enforcement and Criminal Justice

Mike Fargen
Chief, Information Services
Nebraska Crime Commission on Law
Enforcement and Criminal Justice

Don Arp Jr, Executive Director

Nebraska Commission on Law Enforcement and Criminal Justice

P.O. Box 94946
301 Centennial Mall South
Lincoln, Nebraska 68509

OFFICE 402-471-2194 FAX 402-471-2837
NCC.Webmaster@Nebraska.gov

ncc.nebraska.gov



On December 13, 2017, the Nebraska Supreme Court adopted the following rule amendments to Neb. Ct. R. § 6-1422, Neb. Ct. R. § 6-1463, and Neb. Ct. R. ch. 6, art. 14, appendix 5, all regarding uniform citation and criminal complaint forms, effective January 1, 2019:

§ 6-1422. Criminal complaints.

All complaints filed in the county court in criminal matters shall have noted thereon:

1. The name and address of the defendant;
2. the citation of The offense(s) charged, the statute or ordinance under which said complaint is brought together with the citation of the section prescribing the penalty and class of offense;
3. The date of birth of the defendant, if available;
4. The date, time, and location of the offense;
5. Driver's license number, type of license, and state of issuance, if available;
6. Commercial motor vehicle license information, if a commercial motor vehicle was involved in the offense;
7. Victim name only pursuant to Neb. Ct. R. § 6-1466(C);
8. The time and place the defendant is to appear in court;
9. The defendant's language need, if the defendant will require an interpreter when he or she appears in court.

....

§ 6-1463. Uniform ~~traffic~~ citation and complaint and citation in lieu of arrest.

(A) ~~Traffic~~ Complaint and Notice to Appear; Form.

(1) The Uniform Citation and Complaint form shall be used in county courts, whether the complaint is made by a peace officer, prosecutor, or any other person.

~~Form: hand-written citation and complaint. In traffic cases, the complaint and notice to appear shall be in the form known as the "Uniform Traffic Citation and Complaint," substantially the same as set out in Appendix 5 hereto. The Uniform Traffic Citation and Complaint shall consist of four parts:~~

- ~~(a) the complaint, printed on white paper;~~
- ~~(b) the officer's copy, printed on yellow paper;~~
- ~~(c) the prosecutor's copy, printed on blue paper; and~~
- ~~(d) the defendant's copy, printed on card stock, with the waiver and plea printed on the reverse side.~~

The citation shall be 4.5 by 8 inches in size and printed in precisely the format approved by the Supreme Court. Three inches from the top of the citation there will be a 2 inch section listing offenses and statute numbers. Any agency wishing to replace the offenses in that section with other offenses unique to its enforcement responsibility may submit a proposal to the Administrative Office of the Courts and request approval for the same.

(2) Form: ~~computer~~ electronically-generated citation and complaint. The "Uniform Traffic Citation and Complaint" ~~may shall~~ be created electronically on a computer and printed. The information on the form shall be ~~the same as on the hand-written form and shall be substantially the same as~~ set out as shown in Appendix 5 hereto and compliant with NCIC codes. The law enforcement officer ~~or prosecutor~~ preparing the Uniform Traffic Citation and Complaint shall print ~~at least two copies – the complaint, to be filed with the Court, and the defendant's copy, which shall contain the waiver and plea section if applicable. A copy may be printed for the law enforcement officer or her or his agency, and another for the prosecutor.~~

All electronically computer-generated Uniform Traffic Citation and Complaint forms shall be at a minimum printed on letter-sized (8.5 by 11 inches) white paper with black printing, in the format approved by the Supreme Court. ~~For agencies that use Mobile Data Terminals with continuous paper rolls, it is acceptable to exceed the minimum length described above. The offenses and statute numbers the defendant is accused of violating shall be listed in a separate section of the form. Beginning January 1, 2020, all citation/complaint forms will be electronically filed as a standard sized (8 1/2 x 11 inches) PDF with the court. Multi-page citations/complaints PDFs may be filed when required if the defendant is charged with multiple offenses.~~

(2) Form: Beginning January 1, 2020, a hand-written citation and complaint may be used only when equipment or access issues do not allow for electronically generated citations, or if approved by the Administrative Office of the Courts for agencies which issue less than 500 citations annually. The complaint and notice to appear shall be in the form set out in Appendix 5 and comply with NCIC codes. The Uniform Citation and Complaint shall consist of four parts:

(a) the complaint, to be filed with the court;

(b) the officer's copy;

(c) the prosecutor's copy; and

(d) the defendant's copy, with the waiver and plea printed on the reverse side.

The citation shall be 8½ x 11 inches in size and printed in the format approved by the Supreme Court. Any agency wishing to replace the offenses in the approved template with other offenses unique to its enforcement responsibility may submit a written proposal to the Administrative Office of the Courts for approval. The back of the officer and prosecutor copies may be printed to accommodate the needs of the agency, without permission of the Administrative Office of the Courts.

(3) Numbering: All citations shall be numbered in consecutive order. Each number shall contain up to two alpha characters assigned by the Administrative Office of the Courts and up to seven numerals with no leading zeros. ~~Any agency wishing a specific alpha designation shall request assignment of the same from the Administrative Office of the Courts. The citation number shall be displayed at the top of the citation in Arabic characters and numerals. A machine-readable "3 of 9" barcode shall appear at the top of every copy of the citation. The barcode will not be required during the initial test period of citations generated electronically.~~



Getac A140 Solution - Dock, Keyboard & Laptop x 15 - 16GB RAM

#GovD.038105 version
2

Prepared For:

Prepared By:

Tom Dargy
Bellevue Police Department-NE
(402) 293-3100
Tom.Dargy@bellevue.net

Carl Steffens
GovDirect Lincoln
402-323-4805
csteffens@bizco.com



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cache=7630cd43-65f6-4e2a-bf3c-
de718fe7436a that contains all the details for
your options. You can sign and fax us this
document if you are not comfortable
submitting your confirmation over the internet.

Options

	Price	Qty	Extended
<input checked="" type="checkbox"/> Getac A140 Tablet Solution - i7 - 32GB - WiFi + 4G LTE	\$3,258.74	<input type="text" value="16"/>	\$52,139.84
<input checked="" type="checkbox"/> A140 Basic, i7-6600U vPro, (No Webcam), Win10 + 16GB, OPAL 256GB SSD, SR LCD+TS, 8M Rear Camera,Wifi+BT+GPS+Pass, Micro SD, LAN x 2, Smart Card reader, Default -21C, IP65, 3 Year Warranty B2B			
<input checked="" type="checkbox"/> A140 Havis Vehicle Docking W/ Tri-Passthrough,W/ Bracket (Include 120W vehicle adapter)	\$761.36	<input type="text" value="16"/>	\$12,181.76
<input checked="" type="checkbox"/> Getac Keyboard - USB Interface	\$333.95	<input type="text" value="16"/>	\$5,343.20
Options Subtotal			\$69,664.80

Recap

☒ Options



Options \$69,664.80
Subtotal \$69,664.80
Shipping \$0.00
Total \$69,664.80

TERMS AND CONDITIONS

All prices and descriptions are subject to change without notice. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until one of the following occur: 1.) a purchase order has been issued by you and accepted by Bizco or 2.) an order is place on-line and accepted by Bizco or 3.) a written proposal is accepted by you. The prices contained in this list may not be relied upon as the price at which Bizco will accept an offer to purchase products unless expressly agreed to by Bizco in writing. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Prices quoted may not include applicable taxes. Sales tax will be included on the invoice. Products are non-returnable unless approved in writing by Bizco Technologies within 30 days of invoice date. Those approved returns may be subject to a restocking fee. Payment terms, unless otherwise stated in writing, shall not exceed 30 days from date of invoice. Questions about these and other terms and conditions should be your sales representative.

☐ I accept the above conditions

Your Initials:

Your Email Address:

Purchase Order Number:



Comments or Questions?

If you have any comments or questions about this quote, please feel free to enter it here. Your comment will be logged and emailed to csteffens@bizco.com.



Submit Question

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7647 Main Street Fishers Victor NY 14564
Telephone: (585) 758-0200
FAX: (585) 758-0222
Toll Free: (800)-333-0498
salesinfo@britecomputers.com
WSCA: NE: Fujitsu: 14255OC: MNWNC-111

Quote

Page 1 of 2

Date of Quote

3/29/2019

Quote #

Q80397

Bill To

Bellevue Police Department - NE
1510 Wall Street
Bellevue NE 68005

Ship To

Bellevue Police Department - NE
1510 Wall Street
Bellevue NE 68005

Quote Expiration Date

7/31/2019

Terms**PO #****Sales Rep**

Brian K Denomme

Part Number	Description	Qty	Unit Price	Extended
	*** NEBRASKA CRIME COMMISSION GRANT LEVEL PRICING - NASPO CONTRACT ***			
GET-AE52TDDA5HXX	A140 LTE,Intel Core i7-6600U vPro Processor 2.6GHz,(No Webcam),Microsoft Windows 10 Pro x64 with 16GB RAM ,256GB SSD,Sunlight Readable (LCD+ Touchscreen),US Power Cord,8M Rear Camera,Wifi+BT+GPS+4G LTE+Passthrough,Micro SD, LAN x 2, Smart Card reader, Default -21C, IP65, 3 Year Warranty B2B	16	3,809.00	60,944.00
	*** Mounting and Accessories ***			
HAV-PKG-DS-GTC-802-3	Docking Station with Triple Pass-Through Antenna Connection for Getac A140 Rugged Tablet with Power Supply and Mounting Brackets	16	998.00	15,968.00
TG3-KBA-BLTX-USNNR-US	TG3 Rugged Keyboard - 83 Key - Backlit - Touchpad - USB - Straight Cord	16	195.00	3,120.00
	NOTE: Part numbers may change at time of order, for any questions/changes or to place your order, please contact: Brian DeNomme Public Safety Territory Manager 605-553-6620 mobile bdenomme@britecomputers.com			

7647 Main Street Fishers Victor NY 14564
Telephone: (585) 758-0200
FAX: (585) 758-0222
Toll Free: (800)-333-0498
salesinfo@britecomputers.com

Quote

Page 2 of 2

Date of Quote

3/29/2019

Quote #

Q80397

Total	\$80,032.00
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**"Building Relationships,
Strengthening Partnerships,
Providing Solutions"**

For Technical Support call (800) 333-0498 (option 1)



Q80397

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16b.
5/7/19

COUNCIL MEETING DATE:	May 7, 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:

Right-of-Way Dedication

SYNOPSIS:

Request approval of a right-of-way dedication located in Tax Lot 18A2 and Tax Lot 18A1B2, located in the Northeast 1/4 of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

FISCAL IMPACT:

\$0

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

\$0

RECOMMENDATION:

Approve a right-of-way dedication located in Tax Lot 18A2 and Tax Lot 18A1B2, located in the Northeast 1/4 of Section 5, T13N, R13E of the 6th P.M., in Sarpy County, Nebraska.

BACKGROUND:

The right-of-way dedication is an extension of 37th Street. This part of the 36th Street Widening Project (CN 22276 MAPA 5061(5)) to realign 37th Street to tie into Granada Parkway. See the attached documentation for a detailed description of the requested changes to the right-of-way.

ATTACHMENTS:

1	Dedication	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





DEDICATION FOR STREET RIGHT OF WAY PURPOSES

DEDICATION: KNOW ALL PERSONS BY THESE PRESENTS: That we the undersigned Papillion-La Vista School District, sole owners of the following described property:

Tax Lot 18A2, in the Northeast Quarter of the Northeast Quarter of Section 5, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

Hereby dedicates to the public for public use that portion of: Tax Lot 18A2 to the City of Bellevue, Sarpy County, NE. and more particularly described as follows:

See attached Exhibit D1-2.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 11 day of March, 2019.

[Signature]
(Name and Title)

[Signature]
(Name and Title)

STATE OF Nebraska)
COUNTY OF Sarpy) ss

On this 11 day of March, 2019, before me, a Notary Public in and for said County, personally came Vaheic FIZHER
(Name)

President
(Title) (Name of owner)

and, SuAnn Witt, Secretary
(Name) (Title)

of said Papillion LA Vista School District, to me personally known to be the

respective partners of said partnership and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said general partnership.

WITNESS my hand and Notarial Seal the day and year last above written.

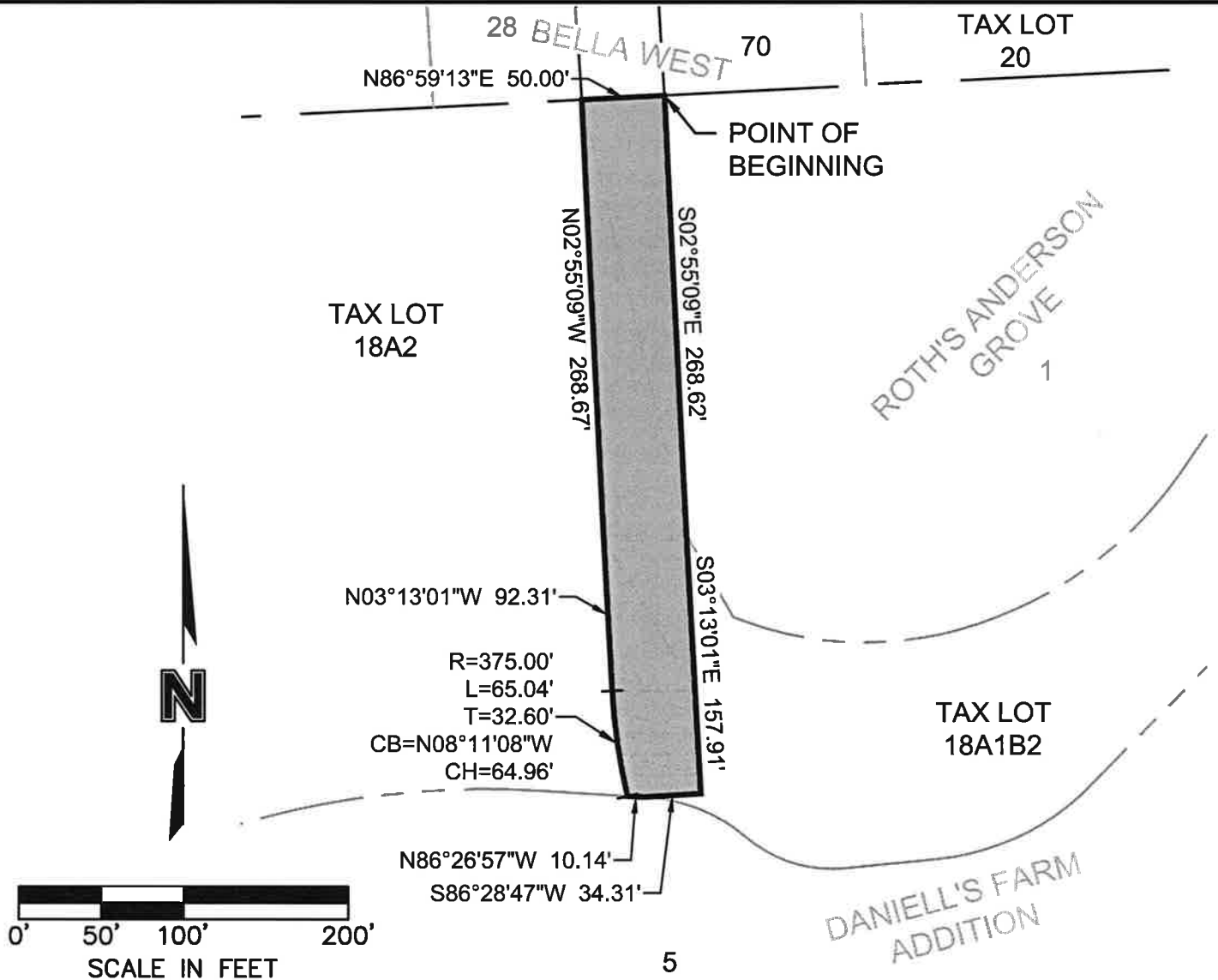


Notary Seal

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC

DWG: F:\Projects\008-0620-A\40-Design\Survey\SRV\Sheets\ROW\V_P_ROW 0080620A.dwg
DATE: Nov 15, 2018 12:03pm
XREFS: V_X_TOPO BNDY 2018 0080620A
USER: dhastings V_P_ESM-TEMP 0080620A
V_P_ESM-PERM 0080620A



LEGAL DESCRIPTION

A RIGHT-OF-WAY DEDICATION LOCATED IN TAX LOT 18A2, IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TAX LOT 18A2; THENCE ON THE EAST LINE OF SAID TAX LOT 18A2 ON AN ASSUMED BEARING OF S02°55'09\"E, 268.62 FEET TO THE NORTHWEST CORNER OF TAX LOT 18A1B2 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5; THENCE CONTINUING ON SAID EAST LINE OF TAX LOT 18A2 S03°13'01\"E, 157.91 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 18A2; THENCE ON THE SOUTH LINE OF SAID TAX LOT 18A2, S86°28'47\"W, 34.31 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 18A1B2; THENCE CONTINUING ON SAID SOUTH LINE OF TAX LOT 18A2, N86°26'57\"W, 10.14 FEET TO A POINT OF CURVATURE; THENCE ON A 375.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 65.04 FEET (LONG CHORD BEARS N08°11'08\"W, 64.96 FEET); THENCE N03°13'01\"W, 92.31 FEET; THENCE N02°55'09\"W, 268.67 FEET TO A POINT ON THE NORTH LINE OF SAID TAX LOT 18A2; THENCE ON SAID NORTH LINE OF TAX LOT 18A2, N86°59'13\"E, 50.00 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY DEDICATION CONTAINS A CALCULATED AREA OF 21,203.45 SQUARE FEET OR 0.487 ACRES, MORE OR LESS.

PROJECT NO: A08-0620

DRAWN BY: DSH

DATE: 11/15/2018

RIGHT-OF-WAY DEDICATION

OLSSON
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT

D1-2

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	5/07/2019	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"/>

SUBJECT:

15th Street Extension Preliminary Design

SYNOPSIS:

Request permission to enter into an Agreement for Engineering and Surveying Services between the City of Bellevue and HGM Associates, Inc. for the 15th Street Extension Preliminary Design.

FISCAL IMPACT:

\$74,050

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

15-7010
CIP ST 19(16)

RECOMMENDATION:

Request approval of an Agreement for Engineering and Surveying Services and authorize the Mayor to sign the Agreement between the City of Bellevue and HGM Associates, Inc. not to exceed \$74,050.

BACKGROUND:

The project consists of the preliminary design and investigation for the extension of 15th Street from the Kennedy Freeway right-of-way west to 25th Street. The complete Scope of Work is attached.

ATTACHMENTS:

1 Letter Agreement	4
2 E-Verify	5
3	6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:







April 26, 2019

Mr. Dean Dunn, P.E.
City of Bellevue Public Works Department
1510 Wall Street
Bellevue, NE 68005

Subject: 15th Street Extension
Preliminary Design (60%)
HGM Proposal No. 000719-109

Dear Dean:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering and surveying services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A; the attached General Provisions labeled as Exhibit B; and the attached Tasks & Manhours labeled as Exhibit C.

HGM will provide Basic Engineering Services for the Preliminary Design (60%) of the 15th Street Extension. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services and/or Construction Period Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with cost not to exceed of \$74,050. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

We anticipate that we will be able to begin work on this project within 5 working days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all work can then be completed within 120 calendar days of your authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and mailing one original signed copy to this office; or, you may scan a complete set of this document and email it in its entirety to HGM.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



John F. Krager III, P.E.
Senior Project Manager



Stephen W. Moffitt, P.E.
Vice President

Acceptance of Proposal:
CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated April 26, 2019 between: CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: 15th Street Extension
Preliminary Design (60%)
HGM Proposal No. 000719-109

The project consists of the preliminary design and investigation for the extension of 15th Street from the Kennedy Expressway ROW west to 25th Street. The proposed roadway would be designed as a collector street with a 32-foot wide curbed and gutter section with storm sewer and a 5-foot sidewalk within a 60-foot ROW. The road would be located along the south side of Willow Springs subdivision just north of the UPRR ROW. The general alignment proposed roadway would parallel the UPRR ROW westerly to 25th Street. The preliminary design will look at options for the intersection configurations at Hogantown Drive at 17th Street and at 25th Street.

The scope of work also includes coordinating with Utility Companies and UPRR for any design requirements or impacts with their facilities. Topographic survey, ROW acquisition and homeowner relocation costs, and a wetland delineation are included in the Basic Services.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. PRELIMINARY DESIGN (60%)

The CONSULTANT will perform the following tasks for the CLIENT during the preliminary design phase:

- A. Attend pre-design meeting with CLIENT to determine design direction/requirements.
- B. Field Investigation of Project Site.
- C. Wetland Delineation.
 - 1. Delineation of the area on the proposed 15th Street ROW from Kennedy Expressway to west of 25th Street as needed for proposed extension alignment.
- D. Coordinate with Utility companies to assess any conflicts within the project limits to include providing to the utilities the following drawings:
 - 1. Topographic survey plan
 - 2. Preliminary plans
- E. Coordinate with UPRR for requirements for construction adjacent to their track and ROW located along the south side of the proposed 15th Street ROW.
- F. Provide topographic and property line survey of the proposed 15th Street Corridor from Kennedy Expressway to west of 25th Street to accommodate proposed design.
- G. Develop Preliminary Roadway Horizontal & Vertical Alignments according to City of Bellevue Public Works requirements and Nebraska Minimum Design Standards.

- H. Investigate Intersection Geometric Options for an intersection with the Willow Springs subdivision at Hogantown Drive at 17th Street and for an intersection with 25th Street. Develop concept drawings and attend a meeting with CLIENT to determine preferred intersection configurations.
- I. Preliminary Hydrology and Hydraulic Study for the Drainage Channel and Culverts at 25th Street and a proposed culvert at the Drainage Channel from Willow Springs near 18th Street.
- J. Prepare Preliminary Plan & Profile Drawings.
- K. Develop Preliminary Roadway Cross Sections.
- L. Review ROW needs for proposed extension. Research Titles on affected properties; prepare appraisals of associated ROW takings and homeowner relocations; and prepare project ROW costs.
- M. Complete design and Final Construction Drawings. Anticipated drawings include:
 - 1. Cover Sheet
 - 2. Typical Roadway Sections
 - 3. Enlarged Plans of Intersection Geometrics
 - 4. Roadway Plan & Profile Drawings
 - 5. Drainage Structure Sections
 - 6. Roadway Cross Sections
 - 7. ROW Plan
- N. Develop preliminary quantities and opinion of probable cost.
- O. Provide CLIENT one-week prior to Preliminary Design Review Meeting:
 - 1. Electronic file of preliminary plan set .PDF format (11" x 17")
 - 2. Project Cost Estimate
- P. Attend Preliminary Design Review Meeting with CLIENT.

This scope of work does not include:

- 1. Time for meetings with the Bellevue City Council or other agencies beyond the meeting noted above. (Meetings will be charged at an hourly rate upon request by Client.)

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. Provide right of entry for the following properties:
 - 1. Property: Lot 140 – The Town
Location: NE corner of 25th and Gilmore Road
Ownership: Sarpy County School District 001
 - 2. Property: Tax Lot 22A
Location: NW corner of 25th and Gilmore Road
Ownership: Michael Luke Hogan

This is an exhibit attached to and made part of the letter agreement dated April 26, 2019 between: CITY OF BELLEVUE (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Residency Verification Clause: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

EXHIBIT C

Date: 4/23/2019

Print date: 4/26/2019

HGM ASSOCIATES, INC.
Fee Summary**15th Street Extension - Preliminary Design**
Bellevue Nebraska

SALARY EXPENSES						
Classification	Manhours		Rate		Cost	
Project Manager /Senior Project Engineer	57	X	\$ 195.51	=	\$ 11,144.07	
Project Engineer	40	X	\$ 177.33	=	\$ 7,093.20	
Design Engineer	121	X	\$ 114.75	=	\$ 13,884.75	
Engineering Technician	145	X	\$ 102.60	=	\$ 14,877.00	
Licensed Surveyor	13	X	\$ 140.00	=	\$ 1,820.00	
Survey Crew	56	X	\$ 175.00	=	\$ 9,800.00	
Administrative Assistant	8	X	\$ 70.50	=	\$ 564.00	
TOTAL SALARY EXPENSES					\$ 59,183.02	
NON-SALARY EXPENSES						
Right of Way Services (Midwest Right of Way Services Inc.)					\$ 7,140.00	
Wetlands Delineation					\$ 7,722.00	
TOTAL NON-SALARY EXPENSES					\$ 14,862.00	
TOTAL EXPENSES					\$ 74,045.02	

ADDENDUM

This Addendum is made this 26th day of April, 2019, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 26th of April, 2019.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contract agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: April 26, 2019.

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

By: _____

Name: _____

Title: _____

By: 

Name: STEPHEN W. MOFFITT, P.E.

Title: VICE PRESIDENT

ATTEST:

City Clerk

16d.
5/7/19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	May 7, 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	

SUBJECT:

American Heroes Park Flood Restoration Project

SYNOPSIS:

Approval of the low, responsive responsible bidder for the American Heroes Park Flood Restoration Project. This is a budgeted project but pre flood conditions has to be restored before continuing.

FISCAL IMPACT:

\$44,460.00 Plus potential City initiated Change Orders of up to 10% (\$4,446.00)

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

10-11-7040 CIP PK 18(2)

This is a budgeted project but pre-flood conditions has to be restored before continuing. FEMA reimbursable.

RECOMMENDATION:

Approve the low bid from TAB Construction Company not to exceed \$44,460.00 plus potential City initiated Change Orders of up to 10% (\$4,460.00) for the American Heroes Park Flood Restoration Project and approve the Mayor to sign the contract.

BACKGROUND:

This is for restoration of American Heroes Park to pre-flood condition.

ATTACHMENTS:

1 Contract

2 Bid Tab

3

4

5

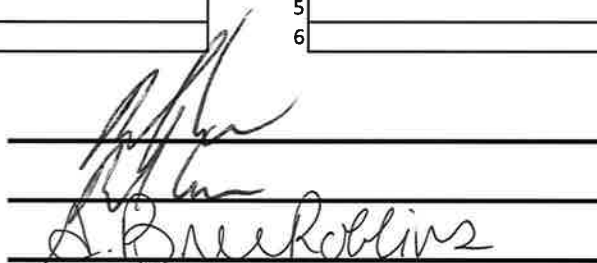
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 7th day of May 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 TAB Holding Company dba TAB Construction Company ("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 **AMERICAN HEROES PARK FLOOD RESTORATION 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 Forty-Four Thousand Four Hundred Sixty Dollars (\$44,460.00) (“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: Jeffrey L. Roberts, P.E.
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Bree Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005
Phone No.: (402) 682-6156

If to Contractor:

William Ringsdorf, President
TAB Construction Company
4153 South 67th Street
Omaha, NE 68117
Phone No.: (402) 331-1244

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
- 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

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 “**AMERICAN HEROES PARK FLOOD RESTORATION 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.

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: AMERICAN HEROES PARK FLOOD RESTORATION PROJECT

DATE: May 1, 2019

TIME: 10:00 am

[illegible]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
5/7/19

COUNCIL MEETING DATE:		AGENDA ITEM TYPE:	
SUBMITTED BY: City Attorney City Administrator		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:

Master Agreement with Verizon

SYNOPSIS:

Request approval of a Master Agreement for Communications Cable and Facilities in Public Rights-of-Way contract between Verizon and the City of Bellevue.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS ☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
Finance	Street District # and Name:	
	Distribution Code:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Master Agreement for Communications Cable and Facilities in Public Rights-of-Way agreement with Verizon to allow Verizon ("PERMITTEE") to install, operate and maintain a communications system or other communications facilities upon, above, under or within certain streets and public ROW within the boundaries of the City pursuant to the terms and conditions in the Master Agreement and attachments thereto.

BACKGROUND:

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services ("VERIZON") or ("PERMITTEE") wishes to install, operate and maintain a communications system or other communications facilities upon, above, under or within certain streets and public ROW within the boundaries of the City. The agreement allows for said installation in compliance with the Master Agreement and the City will be authorized to grant leases and permits to occupy the public ROW.

ATTACHMENTS:

- 1 Master Agreement and attachments
- 2 Letter to City Attorney - Bree Robbins
- 3 Certificate of Liability Insurance

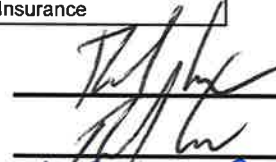

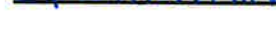
- 4 Performance in Public ROW Bond
- 5 Power of Attorney
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

MASTER AGREEMENT FOR COMMUNICATIONS CABLE AND FACILITIES IN PUBLIC RIGHTS-OF-WAY

THIS MASTER AGREEMENT FOR COMMUNICATIONS CABLE AND FACILITIES IN PUBLIC RIGHTS-OF-WAY (the "Agreement") is entered into as of the ____ day of May, 2019 (the "Effective Date"), by and between City of Bellevue, Nebraska, a Municipal Corporation (hereinafter referred to as "CITY"), and MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services, a Delaware limited liability company authorized to do business in Nebraska as a telecommunication services provider (hereinafter referred to as "PERMITTEE") (collectively, the "Parties"). This Agreement shall not be effective until it is approved by resolution of the City Council of CITY and signed by both Parties.

WHEREAS, CITY is organized and existing under and by virtue of the laws of the State of Nebraska and possesses plenary power, control and authority over the use and occupation of the public Rights-of-way within its corporate boundaries; and

WHEREAS, PERMITTEE desires to install, operate and maintain a communications system or other communications facilities described in or determined in accordance with this Agreement upon, above, under or within certain streets and public Rights-of-way within the corporate boundaries of CITY, which may include buried wires and fiber optic cable and associated facilities to enable the provision of telecommunication or communication services (the "System"); and

WHEREAS, CITY is authorized to grant leases and permits to occupy public Rights-of-way; and

WHEREAS, CITY and PERMITTEE have agreed to be bound by the terms and conditions set forth herein which shall govern PERMITTEE's use of the public Rights-of-way;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and mutual promises set forth herein, the Parties agree as follows:

Article I - Definitions

As used in this Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined in this Article I or otherwise in this Agreement shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this Agreement.

A. "Affiliate" or "parent" of PERMITTEE means any person or entity that directly or indirectly owns or controls, or is owned or controlled by, or is under common control with, a Party to this Agreement.

B. "Cable" shall mean all fiber optic and/or other cable now or hereafter owned, utilized or controlled by PERMITTEE located within the public Rights-of-way of CITY's

Jurisdiction as now or hereafter constituted.

C. "Communications Facilities" means Facilities as defined in Article I(D) below and described in Article II(A) below, which Facilities shall be subject to the terms and conditions of this Agreement.

D. "Facilities" means all physical components of the System located within the Jurisdiction, including, without limitation, Cables, wires, pipes, underground conduits, ducts, equipment cabinet, manholes, hand holes, vaults, fiber optic cables and devices, switches, routers, amplifiers, power supplies and other structures and appurtenances.

E. "Gross Revenue" shall mean any and all compensation and other considerations collected or received from users or subscribers or in any manner gained or derived by PERMITTEE as a result of PERMITTEE's use of CITY's public Rights-of-way or public grounds to provide communication services, fiber rental, or fiber use to users or subscribers within the corporate limits of the CITY, as it now exists or may be established hereafter, or such other amount as set by the Mayor and City Council and outlined in CITY's master fee ordinance or schedule in accordance with applicable provisions of CITY's Municipal Code. Gross Revenue shall not include: (i) any revenue not actually received even if billed, such as bad debt, (ii) revenues that PERMITTEE has received from another telecommunications provider and upon which the other telecommunications provider has paid or will pay to CITY a tax, franchise fee or other fee such as for use or occupation of CITY's public Rights-of-way, (iii) revenues received by PERMITTEE for communication services specifically for internet access to the extent that excluding such revenues is required by applicable federal or state law, or any similarly situated competitor of PERMITTEE is allowed to exclude such revenues for purposes of calculating applicable CITY occupation taxes, (iv) funds or revenues that the PERMITTEE has received from an Affiliate, corporate parent, or subsidiary and upon which an Affiliate, corporate parent, or subsidiary has paid or will pay an occupation tax, franchise fee or other fee to CITY for use or occupation of CITY's public Rights-of-way. Gross revenue earned by an Affiliate or parent of PERMITTEE that is not a party to this Agreement shall not be subject to taxes or fees pursuant to this Agreement. Any Affiliate or parent of PERMITTEE that is not a party to this Agreement and desires to enter upon or use any Rights-of-way for Facilities or other equipment or to provide communication services within CITY shall not be authorized to do so pursuant to this Agreement and instead shall be required to enter into a separate agreement with CITY, the terms and conditions of which shall control together with any applicable laws, rules or regulations.

F. "Jurisdiction" shall mean within the corporate boundaries of CITY as now or hereafter constituted.

G. "Rights-of-way" shall mean CITY streets, roads, alleys, sidewalk areas and other dedicated Rights-of-way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to CITY for utility purposes. This term shall not include any other property owned or leased by CITY for any other proprietary, public or municipal use.

H. "Telecommunication" or "telecommunication services" or "communication services" shall mean the transmission of signs, signals, messages, words, writings, images, data, and

sounds or information of any nature by any means, including but not limited to wire, Cables, fiber optic cables, radio, optical or electromagnetic systems, between or among points specified by PERMITTEE or its subscriber, through or by way of PERMITTEE's Facilities and System, without a change in the form or content of the signs, signals, messages, words, writings, images, data, and sounds or information as sent or received.

I. "Underlying Rights" shall mean all deeds, leases, easements, pole sharing agreements and other interests by which PERMITTEE is authorized to install, operate and maintain the System upon any real or personal property, whether public or private.

Article II – Grant of Permission to Make Reasonable Use of Public Rights-of-way

A. Grant of Limited and Non-Exclusive Use. In consideration of and upon the terms and conditions set forth in this Agreement and those set forth in the "**Statement of Policy and Standard Specifications for Communications Facilities on CITY property**" (the "Policy"), attached hereto as "**EXHIBIT A**" and incorporated herein by this reference, as may be modified from time to time, CITY hereby agrees to grant and give to PERMITTEE a limited and non-exclusive permit to survey and construct, subsequent to PERMITTEE's acquisition of all necessary permits and payment of all applicable fees in accordance with this Agreement and all applicable law, and then to install, operate, inspect, maintain, protect, repair, alter, replace or remove PERMITTEE's telecommunication or communications Cables and Facilities ("Communications Facilities"), as the Communications Facilities are described on City-approved plans and specifications to be added to this Agreement from time to time, which documents are described in Article VI(A) below and shall collectively be known as "**EXHIBIT B**", each of which shall be considered a part hereof after being dated and signed by authorized representatives of both Parties, and attached hereto by CITY. The Communications Facilities shall consist of existing or future underground conduits, Cables, wires, optic fibers, dark fibers, splicing boxes, and appropriate appurtenances located on, above and/or beneath the surface of the streets, alleys, sidewalks or other public grounds within CITY, but only as such Communications Facilities and such streets, alleys, sidewalks or other public grounds are described in EXHIBIT B. PERMITTEE shall not install its Communications Facilities on, above, or beneath any street, alley, sidewalk or other public ground except as specifically described in EXHIBIT B. The permit contemplated by this paragraph shall include the right of reasonable access to the Communications Facilities by PERMITTEE.

B. Waiver of CITY Liability. PERMITTEE acknowledges and agrees that CITY makes no representation to PERMITTEE as to the suitability of CITY Rights-of-way or property for the purposes intended by PERMITTEE. PERMITTEE hereby waives, relinquishes and releases CITY from any and all loss, claim or liability arising out of PERMITTEE's use of CITY's Rights-of-way or property or arising out of PERMITTEE's exercise of rights or authority under this Agreement and under any permit issued pursuant to this Agreement.

C. CITY's Retained Rights. In addition to, and not in limitation of, any other rights of CITY under this Agreement or applicable law or regulations, CITY retains the following rights in regard to this Agreement:

(1) At its option, to terminate this Agreement or Rights-of-way permits for misuse, non-use or failure of PERMITTEE to comply with the provisions hereof, or for any

reason that the Agreement or any such permits may be terminated by CITY as provided under this Agreement, the Policy, or applicable laws, regulations, or rules;

(2) To use, control and regulate the use of CITY streets, roads, easements, other public places and the Rights-of-way, including without limitation the space above, upon, within and beneath the same; and

(3) To require the removal or relocation of any of the Communications Facilities from the Rights-of-way, or to allow PERMITTEE to abandon any segment of such Communications Facilities, as required or allowed under the CITY's Policy or applicable permit(s), laws, rules or regulations.

D. Construction of Permissions Granted. The permissions granted herein to make reasonable use of the Rights-of-way shall not be deemed to be a franchise, nor an exclusive license or right, and CITY reserves the right to make or grant a similar use of the Rights-of-way to any other persons or entities. Furthermore, all terms and conditions of the Policy, this Agreement, and applicable laws and regulations, if possible, shall be interpreted in a manner that is consistent and gives effect to all terms and conditions, as determined by the City Engineer or the City Engineer's designee. In the event the City Engineer or the City Engineer's designee determines that any conflict exists between or among any terms or conditions of this Agreement, the Policy, any permit, or applicable laws or regulations, such terms or conditions shall be interpreted pursuant to the following order: applicable laws, applicable regulations, the Agreement, the permit, and the Policy, as determined by the City Engineer or the City Engineer's designee. PERMITTEE, without intending to limit any other provisions of the Policy, specifically acknowledges that PERMITTEE and its Communications Facilities shall be subject to the requirements of Section G. of the Policy, relating to costs to be paid to CITY.

E. Effect of Termination. Upon termination of this Agreement, whether by expiration of the Term or by earlier termination by a Party as allowed by this Agreement, PERMITTEE's rights to use the public Rights-of-way shall cease, regardless of whether such use of the Rights-of-way was approved under this Agreement or a subsequent Rights-of-way permit, and CITY may exercise its right to require the removal or relocation of any of the Communications Facilities from the Rights-of-way pursuant to Article II(C)(3) of this Agreement, or may pursue all other remedies which may be available to CITY under this Agreement or by law.

**Article III – Scope of Agreement: Providing “Cable Services” Prohibited:
Installation or Attachment of Wireless Microcell or Small Cell Antennas
and Components Are Beyond Scope**

This Agreement confers only the right to make reasonable use of the Rights-of-way for PERMITTEE's installation and use of the Communications Facilities, as defined in Article I(C) above, and it is expressly conditioned upon the restriction that PERMITTEE shall not operate as a "cable operator" as that term is defined under federal law (47 U.S.C. § 522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state, and federal authorization, as required by law.

Furthermore, this Agreement does not confer to PERMITTEE any permission or right to install any poles, towers or other structures on, within or above CITY Rights-of-way, unless such facilities are part of the Communications Facilities approved by the CITY, or to install or attach any antennas or other wireless service components or equipment to, in, on, or as part of any poles, towers, or other structures on, within, or above CITY Rights-of-way, for wireless microcell or small cell, or other wireless communication technologies ("other communication facilities"). The Parties acknowledge and agree that any proposed installation or attachment of any other communication facilities shall require the Parties to enter into a separate master agreement which is specific to the proposed use and in the form and content satisfactory to CITY; and that in accordance with such separate master agreement PERMITTEE shall be required to: (i) submit an application for permit, along with plans and specification documents, for CITY's review and approval, (ii) and acquire all necessary permits from CITY, and submit payment of all applicable fees to CITY, for all such installations and attachments in CITY's Rights-of-way.

Article IV - Sales and Use Tax, and Occupation Tax

PERMITTEE shall pay sales, use and occupation taxes as follows:

A. PERMITTEE shall obtain a sales and use tax license from CITY if required by applicable laws, rules, or regulations, and comply with all conditions, requirements, and other provisions of such license.

B. To the extent PERMITTEE's sales of communications services and sales and leases of optical fibers to third parties are subject to sales and/or use taxes imposed by law, PERMITTEE shall collect such taxes from such third parties and promptly remit them to the appropriate tax collection and revenue authority.

C. To the extent PERMITTEE provides communication services, fiber rental, or fiber use to users or subscribers, PERMITTEE shall pay to CITY an occupation tax in an amount equal to six and one-half percent (6.5%) of all Gross Revenue PERMITTEE has collected as a result of PERMITTEE's use of CITY's public Rights-of-way or public grounds to provide such communication services, fiber rental, or fiber use to users or subscribers within the corporate limits of CITY. In no event shall PERMITTEE be subject to occupation tax or other fees in excess of any limits imposed by federal or Nebraska law. PERMITTEE shall file at least semi-annually, unless otherwise specified by the CITY's Municipal Code or agreed upon with CITY, a statement of such Gross Receipts from subscribers and users within CITY, in such form as is approved or specified by CITY. In connection with the occupation taxes described in this paragraph, the Parties acknowledge that PERMITTEE is subject to the requirements of Section G(i) of Exhibit A.

Article V - Rent

If PERMITTEE makes use of installed Cable, line, Facilities, and appurtenances for any uses not described in IV(C) above, the occupation tax described in Section IV(C) shall not apply with respect to such uses and PERMITTEE instead shall pay to CITY an annual rental for the

use and occupancy of CITY's public Rights-of-way or other public grounds occupied by such Cable, lines, Communication Facilities and appurtenances, which rental shall be the sum of Two Dollars and No Cents (\$ 2.00) per lineal foot of Rights-of-way space occupied, as provided in Section G(ii) of Exhibit A. However in no event shall PERMITTEE be subject to both the occupation taxes described in Section IV(C) above and rent described in this Article V. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended to alter, amend, modify or expand the taxes, fees, and other charges that may lawfully be assessed on PERMITTEE's business activities under this Agreement under applicable law. Any and all taxes, fees, and other charges assessed or imposed under this Agreement shall be applied to all communications providers in a neutral and nondiscriminatory manner.

Article VI - Use of Rights-of-way

A. Permits. PERMITTEE shall secure all permits required to be issued by the appropriate officials of CITY, and pay all applicable fees, in connection with the installation of the Communications Facilities. The Communications Facilities shall be laid substantially in accordance with the plans and specifications submitted to and approved by CITY and in conformity with any and all specific conditions as may be set forth by CITY from time to time in the permits granted to PERMITTEE by CITY pursuant hereto, copies of which permits, plans, and specifications shall be kept on file by CITY.

B. One-Call System. PERMITTEE shall be a party to the Nebraska One-Call System. Facilities shall be located (thru One-Call), installed and maintained so that none of the Communications Facilities, or activities in connection with such Communications Facilities, endanger the lives, health or safety of persons, or interfere with any public or other improvements CITY or other governmental or private entities (including any storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Communications Facilities hinder or obstruct the safe and free use of the streets or other public Rights-of-way. All Communications Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Rights-of-way.

C. Schematic Plans for Facilities. With its request for this Agreement, and with any request for a permit pursuant to this Agreement, PERMITTEE shall furnish to CITY the general schematic plans for its Communications Facilities, including, route maps, depiction, sketch or renderings of its equipment boxes and structures, engineering, traffic control, and landscaping plans. Such plans and reports shall be subject to review and approval of the City Engineer or the City Engineer's designee with respect to applicable requirements imposed upon all similarly situated PERMITTEES and users of the rights of way, including the following: (1) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (2) that aesthetic and good planning principles have been given due consideration, and (3) that adverse impact on the environment has been minimized. PERMITTEE shall comply with all such applicable requirements of CITY and shall incorporate all other changes to its plans as requested by CITY in accordance with such applicable requirements. Final plans and specifications shall be submitted and subject to review and approval in accordance with the Policy or applicable permitting requirements.

D. PERMITTEE's Obligations. All construction, excavation, maintenance and repair work done by PERMITTEE shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to CITY, the general public and individuals. PERMITTEE shall be liable for any damage to CITY or CITY-owned property caused by PERMITTEE or PERMITTEE's failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by PERMITTEE shall comply with all applicable federal, state, and local laws, rules, and regulations, and PERMITTEE shall be responsible for obtaining all applicable permits and licenses. PERMITTEE shall, at PERMITTEE's sole cost and expense, maintain the construction, excavation, maintenance and repair work areas in a neat and tidy manner, and free and clear of all obstructions, trash, rubbish, debris and other materials. CITY shall have the right to inspect all construction or excavation work to insure compliance with this Agreement and all applicable laws, regulations, and permits, and may order PERMITTEE to perform corrective work, with respect to which PERMITTEE shall promptly comply. All public and private property disturbed by PERMITTEE's activities shall be promptly restored by PERMITTEE at its expense to the same or similar conditions existing prior to such activities, subject to inspection by CITY's Director of Public Works, City Engineer or his or her designee and compliance by PERMITTEE with any remedial actions required by said official pursuant to the inspection, all to the satisfaction of such CITY official. PERMITTEE shall be liable to CITY for the full cost of restoring any public property not promptly or adequately remedied by PERMITTEE as required by said official.

E. Installation, Maintenance, Renovation and Replacement of Facilities. The installation, maintenance, renovation and replacement of Facilities by PERMITTEE shall be subject to regulation by CITY through requirements including, without limitation, CITY's Municipal Code, this Agreement, and the attached Policy, with respect to matters including but not limited to: (a) the location of Communications Facilities in or upon the streets, alleys and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Communications Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized use of the Rights-of-way. CITY's Director of Public Works or City Engineer, or his or her designee, may direct and require PERMITTEE to locate its Communications Facilities within a defined telecommunications corridor within any street or other Rights-of-way or otherwise at a specific location to minimize interference with other facilities or utilities. PERMITTEE shall install and maintain its Communications Facilities in such manner as to minimize interference with trees, natural features and vegetation.

CITY agrees to make a good faith effort to process all of PERMITTEE's completed applications for construction permits in a timely manner.

Article VII- Additional CITY Regulation

CITY expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such policies, ordinances and rules and regulations as CITY in its sole discretion deems necessary or appropriate to promote the health, safety or welfare of CITY, its inhabitants or their property. Not in limitation of the foregoing sentence, PERMITTEE

understands that CITY reserves its right and duty to adopt changes to the Policy, attached as Exhibit A, from time to time as deemed necessary for the best interests of CITY, its inhabitants or their property.

Article VIII - Coordination and Conduit/Pole Sharing

In order to minimize disruption to vehicular traffic and inconvenience to the public, and protect the public interests in connection with permitted uses of Rights-of-way, which have limited capacity, by utilities, holders of leases and permits and other interests needing to locate or maintain facilities in the Rights-of-way for the benefit of the public, it is imperative that any conduit sharing and other colocation solutions be encouraged and utilized to the greatest extent possible. In furtherance of such purposes, PERMITTEE agrees, wherever reasonably feasible, that it shall collocate its Communications Facilities and cooperate with CITY and others in placing conduit within the Rights-of-way and in sharing or utilizing unused space within underground conduits owned by PERMITTEE or others, and upon any on or above ground Communications Facilities owned by PERMITTEE or others. At any time that CITY or PERMITTEE intends to install new underground conduit or replace existing underground conduit, or install or replace other facilities in CITY's controlled Rights-of-way, such Party shall endeavor, whenever feasible, to provide the other Party with forty-five (45) days advance written notice in order to permit the additional contemporaneous installation of conduit and assessment of potential collocation. If either Party desires additional conduit installed, it will so notify the other Party. The Party providing such notice shall be responsible for the additional incremental expense for installing such additional conduit.

Article IX -Insurance and Bond

A. Insurance. Prior to commencement of any installation of Communications Facilities under this Agreement, PERMITTEE shall procure and thereafter continuously maintain, for as long as this Agreement remains in effect, the insurance coverages specified in the Policy.

B. Bond. PERMITTEE shall file with the City Clerk a continuing performance bond as specified in the Policy.

Article X – Term and Renewal

A. Initial Term. The initial Term of this Agreement shall be for a period of ten (10) years from and after the Effective Date of the Agreement, unless sooner terminated as provided in this Agreement or for any reason a permit is terminated or may be terminated by CITY.

B. Renewal. At the expiration of the initial Term, this Agreement shall automatically renew thereafter from year to year, unless either Party provides notice to the other of its intention not to renew prior to the expiration of the initial or any renewal term.

Article XI - Indemnification and Representations

A. Indemnity. Pursuant to this Article, which shall survive the termination of this Agreement, PERMITTEE shall indemnify, defend and hold harmless CITY, its officers,

employees, elected officials, boards, commissions and any other legal entity affiliated with CITY from and against all liabilities, claims, damages, penalties, losses, demands, suits, costs, and expenses whatsoever for personal injury, death, or property damage which arise from or on account of, in whole or in part, any acts or omissions of PERMITTEE, or any agent of PERMITTEE, pursuant to this Agreement or any permit, including without limitation, all liabilities, claims, losses, demands, suits, costs, expenses, damages or penalties arising out of PERMITTEE's installation, construction, operation, maintenance, or removal of the System and Communications Facilities, except for such liabilities, claims, losses, demands, suits, costs, expenses, damages or penalties caused solely by the intentional misconduct or gross negligence of CITY or agent thereof. PERMITTEE also hereby agrees, at its sole discretion, to either defend the CITY against indemnified claims or to pay all reasonable expenses incurred by CITY in defending itself with regard to any damages, claims or penalties arising from PERMITTEE's acts or omissions, including all out-of-pocket expenses, reasonable attorney's fees, and the reasonable value of any services rendered by the City Attorney, their assistants or sub-consultants, or any employees of CITY.

B. CITY's Immunities. Nothing in this Agreement is intended, nor shall it be construed, to create or extend any rights, claims or benefits to, or assume any liability for or on behalf of, any third-party, or to waive any rights, immunities or limitations otherwise conferred upon CITY under or by virtue of federal or state law.

C. Notice and Defense of Third-Party Actions. Each Party entitled to indemnification under this Article X (the "Indemnified Party") shall give prompt written notice to the Party that is obligated to provide such indemnification (the Indemnifying Party") of the commencement or assertion of any claim by a third-party (collectively, a "third-party action") in respect of which the Indemnified Party will seek indemnification hereunder, which notice shall state, to the extent known to the Indemnified Party, the basis on which the claim for indemnification is made, the facts giving rise to or the alleged basis of the third-party action, and the amount (which may be estimated) of liability asserted by reason of the claim; such notice shall also include a copy of the document (if any) by or in which the third-party action is commenced or asserted. Any failure to notify the Indemnifying Party shall not relieve it from any liability that it may have to the Indemnified Party under this Article unless the failure to give such notice materially and adversely prejudices the Indemnifying Party or caused the Indemnifying Party to incur any additional expense and then only to the extent of such prejudice or additional expense. The Indemnifying Party shall have the right to assume control of the defense of or settle or otherwise dispose of such third-party action on such terms as the Indemnifying Party deems appropriate; *provided, however*, that:

(1) The Indemnified Party shall be entitled, at its own expense, and without unreasonable interference with the actions of the Indemnifying Party, to participate in the defense of third-party actions;

(2) The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement, compromise, admission or any acknowledgment of the validity of a third-party action or any liability in respect thereof, which consent shall not be unreasonably withheld;

(3) No Indemnifying Party shall consent to the entry of any judgment or enter into any settlement that does not include a release from all liability by each claimant or plaintiff to each Indemnified Party with respect to such third-party action; and

(4) In the event the Indemnifying Party fails to assume the defense within a reasonable length of time, the Indemnified Party shall be entitled to have sole control over, the defense or settlement, compromise, admission or other acknowledgment of any third-party action.

D. Cooperation. The Parties shall cooperate with each other in the defense of any third-party action that is the subject of this Article X and shall furnish each other all such further information that they have the right and power to furnish as may reasonably be necessary to defend such third-party action.

E. Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party hereto represents and warrants to the other that:

(1) It has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(2) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;

(3) This Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and

(4) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court, or body.

Article XII – Remedies Upon Breach

A. In the event of any breach of the terms of this Agreement by either Party, the non-breaching Party shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one or more of them constitute any bar or limitation to the exercise of any other: (1) specific performance or injunctive relief, (2) monetary damages, and (3) termination. In the event either Party is required to commence an action to enforce its rights under this Agreement or to obtain remedies provided above and substantially prevails therein, such Party shall be entitled to recover its costs, including attorney's fees and expert witness fees.

B. Before terminating the Agreement pursuant to subsection "A" above on account of any default, the non-defaulting Party shall provide the Party in default with written notice of the default and afford such Party a reasonable period in which to cure the default which shall be at least 30 days, unless otherwise agreed by the non-defaulting Party.

Article XIII - Delays and Limitation of Liability

A. Delays. Under no circumstances shall CITY ever be liable for any outage, interference or interruption, or for any delay in restoring any service or any operational aspect, of PERMITTEE's Communications Facilities and System within the Rights-of-way which have been subjected to an outage, interference or interruption, whatever the cause of such outage, interference or interruption, unless solely caused by the intentional misconduct or gross negligence of CITY or agent acting on behalf of CITY, and CITY would be liable under the Nebraska Political Subdivisions Tort Claims Act.

B. Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall CITY be liable to PERMITTEE or any agent of PERMITTEE for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, arising out of, or in connection with transmission interruptions or problems, including but not limited to, any special, incidental, indirect, punitive, reliance or consequential damages relating to damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of PERMITTEE's customers whether occasioned by any repair or maintenance performed by, or failed to be performed by, CITY or agent acting on behalf of CITY, any Party to this Agreement, or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability. All claims for damages arising out of this Agreement shall be made within the limitations period specified by applicable Nebraska Statutes. Notwithstanding any longer limitations period that might be provided by applicable law, no claims for damages with respect to this Agreement may be made more than five (5) years after the date that the event giving rise to such claim is known or reasonably should have been known to the person or entity making such claim; and no claim for indemnity under the provisions of this Agreement may be made more than five (5) years after the first notice of any claim received by the Party claiming under such indemnity provision.

Article XIV- Notices

Except as otherwise provided herein, notice under this Agreement shall be deemed sufficient if provided in writing and mailed, regular U.S. mail or certified mail, or personally delivered as follows:

If to CITY:

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, Nebraska 68005

With a copy to:

City of Bellevue
Public Works Director
1510 Wall Street
Bellevue, Nebraska 68005

With a copy to: Bree Robbins
City Attorney
1500 Wall Street
Bellevue, NE 68005

If to PERMITTEE: MCImetro Access Transmission Services Corp.
d/b/a/ Verizon Access Transmission Services,
600 Hidden Ridge
Mailcode:
HQE02E88 Irving,
TX 75038

With an additional copy to: Verizon Business Network Services
1320 North Courthouse Road, Suite 900
Arlington, VA 22201
Attn: General Counsel, Network & Technology

Either Party may notify the other Party in writing of changes in the persons to whom notices are to be delivered. Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

Article XV- Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. No provision of this Agreement shall confer rights or benefits upon any person not a Party to this Agreement.

Article XVI - Signatures

The persons signing this Agreement on behalf of PERMITTEE represent and warrant that such persons and PERMITTEE have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of PERMITTEE enforceable against PERMITTEE in accordance with its terms.

Article XVII - Miscellaneous Provisions

A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

B. Limitation of Benefits. It is the explicit intention of the Parties hereto that no Person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assigns.

C. Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be held to be

invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or enforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.

D. Independent Contractors. In all matters pertaining to this Agreement, the relationship of PERMITTEE and CITY shall be that of independent contractors, and neither PERMITTEE nor CITY shall make any representations or warranties that their relationship is other than that of independent contractors. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between PERMITTEE and CITY; and no Party hereto shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharges of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and workers compensation responsibilities.

E. Labor Relations. Each Party hereto shall be responsible for labor relations with its own employees. Each Party agrees to notify the other immediately whenever it has knowledge that a labor dispute concerning its employees is delaying or threatens to delay timely performance of its obligations under this Agreement.

F. Exercise of Rights. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

G. Additional Actions and Documents. Each of the Parties hereto hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

H. Survival. The obligations of the Parties under Articles IV, V, VII, XI, XII, XIII, XIV, XV, XVI and XVII, and any other provisions of this Agreement that by its terms contemplate continuing duties or performance, shall survive any termination of this Agreement.

I. Headings. Article headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

J. Incorporation of Exhibits. The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof and incorporated into this Agreement by reference to the same extent as if written at length herein.

K. Governing Law. This Agreement and each of its provisions shall be governed by and

construed and interpreted according to all applicable federal laws, state statutes, and CITY ordinances and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.

L. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship which rises to the level of a lawsuit shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska or by the federal courts located in Douglas County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in such courts located in Nebraska.

M. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

N. Agreement Binding. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and all their respective representatives, successors, assigns, heirs, and estates. No special meaning shall be given to any instance in this Agreement in which the name of a Party is used without the phrase “successors and assigns” following immediately thereafter, unless expressly stated otherwise.

O. Assignment. Neither Party hereto shall assign or otherwise convey any of its rights, title, or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, a Party may assign this Agreement to a successor in interest who has purchased substantially all of the stock or assets of the Party without seeking the consent of the other Party, but shall provide written notice of the same to the other Party within thirty (30) days of such assignment.

P. Entire Agreement. This Agreement, including the permits granted pursuant to this Agreement and the Exhibits attached to this Agreement, constitutes the entire agreement between the Parties with respect to the transaction contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. No representations were made or relied upon by either Party in executing this Agreement other than those expressly set forth herein.

Q. Amendments. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by authorized representatives of both Parties.

R. Force Majeure. Neither Party will be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of Facilities, or compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither Party will liable for delays caused by the inaction of utilities, local exchange carriers, or other political subdivisions in granting access to Rights-of-way, or any required items needed for the installation or operation of the Communications

Facilities.

S. Conflict of Interest. The Parties declare and affirm that no officer, member, or employee of CITY, and no member of its governing body, and no other public official of CITY who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; or shall any employee of CITY, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

T. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.

U. Non-Discrimination Clause. Pursuant to Neb. Rev. Stat. §73-102, PERMITTEE declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq., and that PERMITTEE, and each contractor employed, used, or hired by PERMITTEE to plan, construct, repair, maintain or otherwise work on the Communications Facilities, shall not unlawfully discriminate or permit discrimination at any time in violation of state or federal law against any employee which is employed in the performance of this Agreement or work in connection with this Agreement, or against any applicant for such employment, in the hire, tenure, terms, conditions, or privileges of employment, because of age, color, national origin, race, religion, sex, or disability, or discriminate in any other respect prohibited by federal or state law in the performance of work or the performance of other activities permitted by this Agreement.

V. New Employee Work Eligibility Status. The Parties shall comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114 and of all federal laws. The Parties are required and shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. .

[End of document; Signature pages to follow]

IN WITNESS WHEREOF, PERMITTEE and CITY have executed this Agreement as of the date first above written.

CITY OF BELLEVUE, NEBRASKA,
a Municipal Corporation

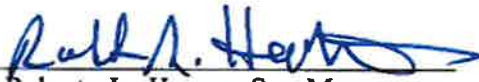
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

PERMITTEE:

**MCImetro ACCESS TRANSMISSION
SERVICES CORP. d/b/a/ Verizon
Access Transmission Services,
a Delaware limited liability company**


By: Robert J. Hayes, Sr. Manager
Network Engineering/Operations

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 30th day of April, 2019, before me, Notary, personally appeared **Robert J. Hayes**, Senior Manager, Network Engineering/Operations for MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services, and that by his signature on the instrument executed the instrument.

WITNESS my hand and official seal.


Notary

(SEAL)

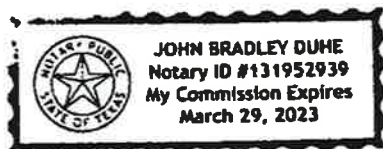


EXHIBIT A

**STATEMENT OF POLICY AND STANDARD SPECIFICATIONS
FOR COMMUNICATIONS CABLE
AND FACILITIES IN PUBLIC RIGHTS-OF-WAY**

[Attach copy of current Policy]

EXHIBIT B

COMMUNICATIONS FACILITIES LOCATIONS, PLANS, AND SPECIFICATIONS

Exhibit B shall be comprised of all proposed and future locations, plans, and specifications of Communications Facilities as approved by authorized representatives of CITY from time to time.

[Attach copies of initial and future applicable plans and specifications as approved from time to time]

Exhibit A

STATEMENT OF POLICY AND STANDARD SPECIFICATIONS FOR COMMUNICATIONS CABLE AND FACILITIES IN PUBLIC RIGHTS-OF-WAY

SECTION A - PERMIT REQUIRED; TERMS DEFINED

(i) No person shall use any space above, on or beneath the surface of any street, alley, sidewalk or other public ground within the City of Bellevue ("CITY") for the installation, operation and maintenance of any underground fiber optic cable, coaxial cable, or any other telecommunications or communications cable, line, facility, or appurtenance, unless such person has received a permit therefore granted by a **Master Agreement for Communications Cable and Facilities in Public Rights-of-Way (the "Agreement")**, approved by Resolution of the City Council, or as otherwise provided herein. This **Statement of Policy and Standard Specifications for Communications Cable and Facilities in Public Rights-of-Way (the "Policy")** shall not apply to any cable or other facilities installed or operated by the holder of any CITY franchise under its terms for telephone, cable television, or communications purposes wherein such telephone, cable television service, or communications is provided to the inhabitants of CITY as described in such franchise.

(ii) For purposes of this Policy, all terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Agreement.

SECTION B - APPLICATION FOR PERMIT

(i) Application for such permit shall be made to CITY's Building Department, and such application shall be in writing, stating specifically the space desired, its length, breadth and depth, the streets, alleys, sidewalks or other public space intended to be used, the use intended to be made thereof, a description of the users if the facility is not to be available to the general public, a description of all users if any conduit or other Facilities is to be shared by a number of users, and the carrying capacity and diameter of the Cable or other Facilities being installed. The Building Department shall forward the application to the Public Works Department for review and comment. Thereafter, the Building Department, City Engineer or the Public Works Department may request such additional information as they deem appropriate for their determination or that of the City Council with reference to such application. All such applications for which there is no Agreement in effect conforming to this Policy and these specifications shall be referred to the City Council for approval of an Agreement by Resolution prior to the granting of any permit. Other permits (for which such an Agreement is in effect) may be granted by the Building Department with the review and approval of the City Engineer or Public Works Department.

(ii) Following initial application and discussions with the Building Department, City Engineer and Public Works Department, as applicable, concerning the placement of such Cable, line or Facility, and related appurtenances, the applicant or PERMITTEE shall supply accurate drawings sealed by a Nebraska-licensed professional engineer produced to a scale of one inch (1") equaling fifty feet (50'), or as specified by such City representatives during discussion and review of the initial application. The plans shall be a plan and profile of the proposed route, with Rights-of-way lines and pavement lines shown. Such plans must show typical sections for pavement cuts and crossings, with specific details for any conflicts with other utility structures and conduits.

Exhibit A

(iii) Within thirty (30) days after completion of the construction and installation work, PERMITTEE shall provide as-built construction drawings, signed and certified by a Nebraska-licensed professional engineer, to the Public Works Department. In that connection, one set of paper prints shall be provided, along with Mylar and a digital copy on electronic storage media with each sheet being a .pdf file. In addition, ArcGIS or AutoCAD files shall be provided to the Public Works Department on electronic storage media so CITY can update and keep a current composite record of all the utilities within its jurisdiction. Updated route maps, required drawings, and as-built construction drawings must be provided to the Public Works Department whenever a change is made to the approved Cable, line, Facility, or related appurtenances placement.

SECTION C - CONSTRUCTION SPECIFICATIONS

(i) The work shall be constructed in accordance with plans and specifications approved by the Public Works Department, which approval shall be granted in a competitively neutral and non-discriminatory manner. All excavations and pavement replacements in public streets shall comply with Municipal Code for CITY (the "City Code"), except that the provisions concerning bonds contained within this Policy shall control. Where the Cable or conduit is located beneath the pavement of major traffic streets or arterial streets, the minimum depth from the top of the Cable to the top surface of the ground or street, as applicable, shall be not less than thirty inches (30'), unless otherwise directed in writing by the Public Works Department. Cable or conduit buried beneath residential streets shall have a minimum depth below the top surface of the street of twenty-four inches (24"). In no instances shall Cable be buried to a depth of less than twenty-four inches (24"), unless a greater depth is directed by the Public Works Department in writing. Pull boxes and other items shallower than the depth specified above shall be clearly shown on the completed plans and as-built construction drawings covering the installation work.

(ii) All land surfaces and all pavement shall be restored to the same or similar conditions existing prior to PERMITTEE's construction, and shall require acceptance by the City Engineer to comply with City Code. In addition thereto, all established lawns which have been disturbed by the installation shall be resodded and all other earth surfaces shall be seeded and blanketed unless otherwise specified in the permit.

(iii) All Cable buried beneath public streets must be encased in a protective sheath strong enough to avoid damage from the first accidental contact with hand tools. All pavement cuts must be completed in accord with all applicable provisions of the City Code, ordinances, and specifications, as adopted or amended from time to time.

SECTION D - BOND, INSURANCE AND PUBLIC LIABILITY

(i) Bond. Every applicant for such permit shall file with CITY a continuing performance bond in the amount of Fifty Thousand dollars (\$50,000.00), or such greater sum determined by the City Engineer to be reasonably proportionate to the size and scope of the work to be performed within CITY's Rights-of-way and potential loss(es) or damage(s) CITY may sustain if PERMITTEE fails to perform the Agreement and comply with the conditions of the Agreement and of the permit. Such bond shall guarantee PERMITTEE's performance of the Agreement and

Exhibit A

compliance with the conditions of the Agreement and of the permit, including, without limitation, completion of all construction and installation efforts. **Such bond by its terms shall remain in effect during the term of the Agreement** or until PERMITTEE ceases operating its Telecommunications Facilities within CITY and completes all removal, restoration, and other requirements of this Agreement without breach, whichever is later. All bonds and sureties shall be approved by the City Engineer before such permit becomes effective. All bonds shall be conditioned that PERMITTEE and their heirs, successors and assigns:

- (A) Shall faithfully perform the Agreement and comply with all conditions of the Agreement and of the permit;
- (B) Shall save and keep CITY free and harmless from any and all loss, liability or damages or claims for damages arising from or out of the use of the space subject to the permit or arising from or out of PERMITTEE's activities and operations under the Agreement and permit, except such claims solely caused by CITY's own gross negligence or intentional misconduct;
- (C) Shall conduct work and activities under the Agreement and permit such that the street(s), alley(s), sidewalk(s) or other public ground(s) affected by PERMITTEE's work and activities under the Agreement and permit shall at all times after the completion of the work and activities be safe for public use;
- (D) Shall fully and completely protect CITY against any and all litigation growing out of the granting of such permit or anything done under such permit, except to the extent solely caused by CITY's intentional misconduct or gross negligence as previously specified;
- (E) Shall remove, at the conclusion of the Agreement, any Cable, conduit, equipment, or other Facility buried or otherwise placed in the Rights-of-way by PERMITTEE to the extent that such removal is requested by CITY, at the sole cost and expense of PERMITTEE or its heirs, successors or assigns;
- (F) Shall faithfully comply with, perform and observe all of the terms and conditions of this Policy and any other conditions and provisions of City Code; and
- (G) Shall promptly and fully pay, when due, any amounts coming due to CITY or others under the Agreement, the permit, this Policy, or any Ordinance of CITY.

PERMITTEE and the owners (from time to time) of the permitted communication Cable or Facilities shall be jointly and severally liable to CITY for the performance of all of the conditions of the bond above-described. Whenever the City Engineer shall be of the opinion that the sum or surety on such bond given in connection with a permit issued hereunder has become insufficient, and shall so declare such insufficiency in writing sent by regular U.S. Mail to PERMITTEE, or to his, her, or its successor or assign, PERMITTEE, successor or assign shall obtain a new bond for such permit with a new surety, to be filed with and approved by the City Engineer. The bond, or any new bond (as the case may be), shall establish the maximum liability of the surety for loss(es) CITY may sustain if PERMITTEE fails to perform the Agreement and comply with the conditions

Exhibit A

of the Agreement and of the permit, but shall not in any respect limit the liability of PERMITTEE concerning any such loss(es).

(ii) **Insurance.** In addition to the bond, PERMITTEE, or his, her, or its successor or assign shall procure and thereafter continuously maintain in full force and effect, for as long as this Agreement remains in effect, at applicant's or PERMITTEE's expense: (1) Commercial General Liability ("CGL") with a limit of \$1,000,000 per occurrence for bodily injury (including death) and property damage liability and \$5,000,000 general aggregate including products/completed operations and explosion, collapse and underground hazards, and CITY shall be included as an Additional Insured—as on such coverages on a primary and non-contributory basis as its interest may appear under this Agreement, including completed operations, Waiver of Subrogation in favor of CITY, (2) Commercial Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit (CSL) each accident for bodily injury and property damage covering all Owned, Hired, and Non-Owned motor vehicles, (3) Workers' Compensation Insurance in compliance with the statutory requirements of the state(s) of operation and employer's liability with a limit of \$500,000.00, each accident/disease/policy limit. This Agreement shall be defined as an insured contract. On all such policies and certificates of insurance PERMITTEE shall cause CITY to be included as an Additional Insured for the duration of this Agreement and completion of all work on CITY property, excluding workers compensation and employer's liability, and shall waive subrogation of claims against CITY as an Additional Insured. All such policies and certificates of insurance shall be issued by companies authorized to do business in the State of Nebraska. **A certificate of insurance shall be filed with the City Clerk's office prior to commencement of any construction or installation or other work or activity under a permit**, which evidences compliance with the policy requirements stated above. Upon receipt of notice from its insurer(s) PERMITTEE shall provide the City Clerk with thirty (30) days' prior written notice of cancellation of any coverage required herein. Any cancellation, termination, or lapse of a required insurance coverage shall automatically revoke any permit issued, but the Director of Public Works may reinstate such permit if satisfactory certificate(s) of insurance is/are provided within thirty (30) days.

SECTION E - INTERFERENCE WITH OTHER PUBLIC FACILITIES, RELOCATION, IDENTIFICATION OF COMMUNICATIONS CABLE

(i) No person, whether permitted under this Policy or otherwise shall ever use the space above, on or under any street, alley, sidewalk or public ground of CITY in such manner as to interfere with any traffic control or energy cable, sewer, gas or water conduit or installation, or any other public facilities, installations, or utilities lawfully above, on or under such street, alley, sidewalk or other public space unless by consent of CITY specifically granted in the permit. Whenever any applicant or PERMITTEE is given permission or required to relocate any existing public facility, such relocation shall be entirely at the cost and expense of the applicant or PERMITTEE. All such relocation work shall be subject to the approval and control of CITY or other public entity controlling such public facility, and all such work shall be done promptly in accordance with the directions of the City Engineer or Public Works Department so as to minimize the interruption of the public's use of such facilities.

(ii) All work undertaken by the applicant or PERMITTEE which requires inspection by CITY, as specified by law, ordinance, or regulation, or in the permit or Agreement, shall be

Exhibit A

performed subject to the requirement that CITY be fully reimbursed for its reasonable and documented inspection costs, whether the same are incurred as part of the initial installation or the relocation of either PERMITTEE's Facilities or those belonging to CITY or any other utility service, or during maintenance or repair work by PERMITTEE.

(iii) In addition thereto, all permits governed by these specifications are granted subject to the requirement and condition that whenever any work is initiated by CITY, the State of Nebraska, Sarpy County, the Omaha Public Power District or any other publicly owned entity, Black Hills Energy, or any holder of any franchise from CITY, or is needed to be performed in proximity to the Facilities of PERMITTEE, PERMITTEE shall relocate or otherwise safeguard its Facilities within a reasonable time, not to exceed sixty (60) days from written request for the same, in order to reasonably accommodate such work. If PERMITTEE fails to undertake or cause the relocation or safeguarding of its Communications Cable or Facilities within a reasonable time, then CITY shall have the right to relocate or allow relocation of PERMITTEE's Communications Cable or Facilities and to assess and collect the reasonable and documented cost from PERMITTEE or any other owner of the Facility.

(iv) PERMITTEE shall, at its own cost, maintain a local agent available on a twenty-four hour per day, seven day per week basis, to provide to CITY, any public entity, or any other person permitted to do work in any CITY Rights-of-way, detailed and accurate information concerning the locations, whether in plan, section or profile, or any combination of the same, of PERMITTEE's Cable, lines, appurtenances or other Facilities. This requirement can be satisfied by PERMITTEE's utilization of a local utility locating service maintained by others, or this provision may be satisfied by any other local, competent agency. PERMITTEE shall be a party to the Nebraska One-call system.

(v) PERMITTEE, its heirs, successors and assigns, shall at all times be and remain solely responsible for injuries and damages to its Cable, lines, appurtenances and other Facilities caused by any party due to any inaccuracies in the information given by PERMITTEE or its agent(s) with respect to the location of such Cable, lines, appurtenances, or other Facilities. CITY, working on public property, shall be responsible for damages to PERMITTEE's Communications Cable or Facilities only if and to the extent that such damages are solely caused by the intentional misconduct or gross negligence of CITY for the Communications Cable or Facilities of PERMITTEE.

SECTION F - REVOCATION OF PERMIT; REMOVAL OF FACILITIES

(i) A permit issued under this Policy may be revoked by Resolution of the City Council upon a finding by the Council of such facts shown below and a failure of PERMITTEE to cure such breach within thirty (30) days of sending written notice to such person by the City Clerk, for the following reasons:

- (A) Failure of PERMITTEE to make any required payment to CITY within thirty (30) days after the payment due date;
- (B) Failure or neglect of PERMITTEE to comply with any material provisions of this Policy, these specifications, the permit, the Agreement, or any provision of City

Exhibit A

Code applicable to the permit or the use and occupancy of Rights-of-way.

(ii) Upon revocation, expiration, or termination of the permit, PERMITTEE shall forthwith, as directed by the City Engineer, either remove or abandon in place the Cable, lines, Facilities, and/or appurtenances for which the permit was granted. If pursuant to the foregoing, the City Engineer directs PERMITTEE to remove PERMITTEE's Cable, lines, Facilities and/or appurtenances, then within a reasonable time PERMITTEE shall remove as directed any Cable, lines, Facilities, and/or appurtenances buried or installed by PERMITTEE, and after such removal PERMITTEE shall restore all land surfaces and all pavement as specified more fully in SECTION C(ii) above. All removals and restoration of land and public facilities shall be at the cost of PERMITTEE, and PERMITTEE shall hold CITY free from any and all encroachments or claims of any type. PERMITTEE's facilities which are not removed as directed by CITY shall become the property of CITY upon CITY's certification that PERMITTEE has complied with all requirements of abandonment or cancellation with respect to the specific segment of Cable involved. If PERMITTEE fails or refuses to complete such removal or abandonment in place, as directed by CITY, and restoration as specified more fully in Section C(ii), within six (6) months after revocation, expiration, or termination of any such permit, then CITY may cause such work to be done and the cost of such work shall be paid by PERMITTEE to CITY on demand, and until paid such cost shall be a lien against and upon all Cable, lines, Facilities, equipment, and other property of PERMITTEE.

(iii) Upon a determination by the City Council that Rights-of-way space for which the permit is granted is needed for other public use and that relocation is required, then PERMITTEE's rights under said permit may be transferred, to the extent possible by the cooperation of CITY and PERMITTEE, to another specific space within the same or nearby Rights-of-way that is satisfactory to the City Engineer. Such relocation work shall be accomplished by the PERMITTEE at its costs within the time frame specified in Section E(iii) hereof.

SECTION G - COSTS TO BE PAID BY PERMITTEE TO CITY FOR USE OF PUBLIC RIGHTS-OF-WAY

(i) Payment of Occupation Tax for Use of Public Rights-of-Way for Telecommunication or Communication Services offered to the General Public for a Fee. If PERMITTEE is using the public space within the Rights-of-way for Telecommunication or communication services, fiber rental, or fiber use offered to users or subscribers within the corporate limits of CITY for a fee, PERMITTEE shall pay to CITY on an annual basis an occupation tax, as provided in in Article IV(C) of the Agreement. In the event that PERMITTEE's use of the public Rights-of-way is for the purposes set forth herein, the rental fee set forth in Section G(ii) below shall not apply.

(ii) Payment of Rental Fee for Use of Public Rights-of-Way for Private, Non-Public Telecommunication Services. If PERMITTEE will be occupying or using the public space within the Rights-of-way solely for purposes that are not described in subsection G(i) above (such as (a) for private, non-public telecommunication or communication services, fiber rental, or fiber use, or (b) for users or subscribers all of whom are located outside the corporate boundaries of CITY, or (c) in other circumstances deemed appropriate by CITY, PERMITTEE shall pay to CITY an annual rental fee for the use and occupancy of CITY's public space within the Rights-of-way, upon, above,

Exhibit A

under or within said public street, alley, sidewalk or other public ground occupied by such use, which rental shall be the sum of Two Dollars and No Cents (\$2.00) per lineal foot of space occupied upon, above, under or within the public street, alley, sidewalk or other public ground (the "rental fee"). In the event that PERMITTEE's use of the public Rights-of-way is for the purposes set forth herein, the Occupation Tax for use of Public Rights-of-way for Telecommunication or Communications Services, set forth in Section G(i) above, shall not apply.

(iii) Payment of Direct Costs. In addition to Sections G(i) and G(ii) herein, PERMITTEE also shall promptly pay or reimburse CITY for any actual direct and indirect costs incurred by CITY in facilitating, regulating, or otherwise incurred in connection with PERMITTEE's use of the public Rights-of-way, including, but not limited to, the following: (a) applicable regulatory expenses resulting from such use, such as the fees related to permit applications; (b) inspection costs; and (c) actual costs of CITY of all barricading, traffic detour or warning signing or flagging not actually performed by PERMITTEE, and for all other direct and indirect costs and expenses incurred by CITY in regulating PERMITTEE's use of Rights-of-way pursuant to the permit and Agreement.

(iv) Payments. All payments pursuant to Section G(i) shall be due and payable as provided in City Code, or as otherwise provided herein. All payments made under Section G(ii) shall be due and payable in advance on the first day of January of each year; provided, however, if the permit is issued for such Rights-of-way space after the first day of January, the amount of the initial payment shall be prorated from the day when such permit is issued through December 31 of that same calendar year, and such initial payment shall be due and payable within ten (10) days after the prorated rental amount due is certified to PERMITTEE by the City Engineer. Any annual rental due (other than the rental due for any initial partial year) shall be due and payable on or before the first day of January thereafter. Any such rent shall become delinquent on the first day of January of each year, and such delinquent rent shall draw interest at the maximum rate of interest allowable by law in the State of Nebraska under such circumstances, or at any lesser rate of interest may be specified in the permit. Upon no less than ten (10) days written notice to PERMITTEE, CITY shall have the right to audit, or designate an accounting firm to audit, PERMITTEE's accounting records relating to its performance under this Agreement.



David S. Amland
Verizon
Engineer III Franchise Specialist
600 Hidden Ridge, E02E88
Irving, TX 75038
469-262-7406 (telephone)
david.amland@verizon.com

April 30, 2019

Bree Robbins, City Attorney
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Ph: (402) 682-6156

Subject: City of Bellevue, NE and MCImetro Access Transmission Services LLC - MASTER AGREEMENT FOR COMMUNICATIONS CABLE AND FACILITIES IN PUBLIC RIGHTS-OF-WAY.

Dear Bree,

I am enclosing Sr. Manager Robert Hayes' signature page, as well as the original MCImetro Access franchise performance bond in the amount of \$50,000, and copy of the Certificate of Insurance as per the requirements of Section D of the Exhibit A, of the Policy Statement.

Please feel free to contact me with any questions or matters you need to address in this regard. You can reach me at my office number: 469-262-7406 or via email at: david.amland@verizon.com

Kind regards,

A handwritten signature in dark ink, reading "David S. Amland". The signature is written in a cursive, flowing style.

David S. Amland



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/18/2019

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

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

PRODUCER
Aon Risk Services Northeast, Inc.,
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURED
MCImetro Access Transmission
Services Corp.
1095 Avenue of the Americas
New York NY 10036 USA

INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Insurance Company	23841
INSURER C:	American Home Assurance Co.	19380
INSURER D:	Illinois National Insurance Co	23817
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570075991783**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL4611607	06/30/2018	06/30/2019	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY		CA 461-15-19 AOS	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		CA 461-15-20 MA	06/30/2018	06/30/2019	BODILY INJURY (Per person)
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		CA 461-15-21 VA	06/30/2018	06/30/2019	BODILY INJURY (Per accident)
A	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		See Next Page	06/30/2018	06/30/2019	PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	DED <input type="checkbox"/> RETENTION					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC014590551 AOS	06/30/2018	06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A	WC014590550 CA	06/30/2018	06/30/2019	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured includes: MCImetro Access Transmission Services Corp. dba Verizon Access Transmission Services. City of Bellevue, Nebraska is included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability policy shall apply as Primary Insurance to each Additional Insured listed herein. Where permitted by law, the Named Insured parties listed herein waive all Rights against the City of Bellevue, Nebraska listed herein for recovery of damages to the extent these damages are covered by the General Liability, Automobile Liability and Workers' Compensation policies referenced herein, as further limited by written contract between the parties.

CERTIFICATE HOLDER**CANCELLATION**

City of Bellevue, Nebraska
Attn: Jeff Roberts, Director
Public Works Dept.
210 W. Mission Ave.
Bellevue NE 68005 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570075991783



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED MCImetro Access Transmission	
POLICY NUMBER See Certificate Number: 570075991783			
CARRIER See Certificate Number: 570075991783	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				CA 774-22-65 NH - Primary	06/30/2018	06/30/2019		
A				CA 774-22-66 NH - Excess	06/30/2018	06/30/2019		
	WORKERS COMPENSATION							
D		N/A		WC014590552 FL	06/30/2018	06/30/2019		
B		N/A		WC014590553 ME	06/30/2018	06/30/2019		
B		N/A		WC014590549 NJ, NY, TX, VA	06/30/2018	06/30/2019		
B		N/A		WC014590554 MA, ND, OH, WA, WI, WY	06/30/2018	06/30/2019		

PERFORMANCE IN PUBLIC RIGHTS OF WAY BOND

BOND NUMBER: K15384852

KNOW ALL MEN BY THESE PRESENTS, That we MCImetro Access Transmission Services Corp. as Principal, and Westchester Fire Insurance Company, incorporated under the laws of the State of Pennsylvania, with its Home Office in Philadelphia, PA, as Surety, are held and firmly bound unto City of Bellevue, 210 W. Mission Avenue, Bellevue, NE 68005, as Obligee, in penal sum of Fifty Thousand and NO/100 Dollars (\$50,000.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied to the Obligee for a Permit for WORK WITHIN THE RIGHT OF WAY OF THE CITY OF BELLEVUE, NE.

THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating to such Permit then the above obligation shall be void, otherwise to be and remain in full force and effect.

THE LIABILITY HEREUNDER may be terminated (a) by written notice from Surety to Obligee that liability shall terminate upon expiration of thirty (30) days from the date of such notice or (b) upon written cancellation from Obligee addressed to Surety. In either event, a copy of the notice of authorization shall be forwarded to the Principal. In the event of such cancellation by the Surety, the Surety shall refund the unearned premium, if any.

SIGNED, SEALED AND DATED the 24th day of April, 2019. This bond is effective the 22nd day of April, 2019.

MCImetro Access Transmission Services Corp.

Principal

By: 

Salvatore R. Parascandolo, Asst. Treasurer

Westchester Fire Insurance Company

Surety

By: 

Leah L. Juenger, Attorney-in-Fact

State of Missouri
County of St. Louis City } ss:

On this 22nd day of April, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Leah L. Juenger

known to me to be Attorney-in-Fact of Westchester Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 20, 2022

JoAnn R. Frank

JoAnn R. Frank Notary Public



CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Clavin, Joann R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roider and Debra C. Schneider of St. Louis, Missouri -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of April, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of April, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd day of April, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



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
Date: May 3, 2019

- Attended Bellevue Chamber of Commerce Board meeting.
- UCSC Mayors & Administrators Legislative Update meeting.
- Riverfest planning meeting on site and city services.
- Met with Code Enforcement to review tow notice citation
- Conducted an appeal review on tow notice citation with recipient.
- Meeting with Developer to discuss commercial project opportunity.
- Attended SCEDC 1st Quarter Investor meeting
- Attended Volunteer Appreciation Dinner
- Meeting with Public Works Director on organizational matters.
- Scheduling BPOA's contract negotiations.
- Discussion on future Public Works operation affected by the flood.
- Meeting with local businesses, Bellevue Public Schools and the Bellevue Chamber of Commerce on future workforce development program.
- Vacation

- Specialized Transportation traveled 2,506 Miles with 424 passengers and the office registered eight new clients. LG
- Human Service Manager complete 7 Financial Applications and attended 6 Community Meetings concerning financial assistance or flood relief. The Human Service Manager also organized FMLA cases during payroll. Also, 1 new employee orientation was completed.
- Usual payroll duties
 - All payments and union dues
 - All garnishments
 - All retirement uploads
 - Figuring of all Admin and Comp times
 - All FLSA figuring for Fire Dept.

Submitted by,
Jeanne Huelskamp

MEMORANDUM

To: Ashley Decker, HR Manager
From: Cathey Rabbass, HR Coordinator and Michelle Bagby, Personnel Technician
Date: April 30, 2019
Subject: Activity Report - Personnel Division

As per your request the following is a synopsis of the day to day activity performed by the HR Coordinator and Personnel Technician:

Record Management:

Prep, Input and Record Payroll Changes for processing for May 5th
 Processed Address Changes – 2 Name Change - 0
 Travel & Training Requests Processed - 2 Narratives Received - 2
 Recorded Performance Evaluations 9 Verifications of Employment – 7

Applicants/Recruitment: Sign/Signal Technician, WW Maint. Wkr, WW Maint. Mechanic, Electrical Inspector
 Regret letters for Librarian II HAS/Reference Librarian, AEO I

Benefit Orientation/Employee Exits/Resignations:

0 - Full Time Exit
 2 – Full Time Benefit Orientation
 0 - Promotion
 0 – Return from Leave
 0 – Transfer

2– Leave of Absence

1 - Resignations/Terminations

Benefit Administration:

COBRA Notices – 1

Retirement Enrollment/Rollovers - 4

Retirement Payout/Withdrawal - 1

Processed 457 Transfers/Enrollments/Changes - 1

Beneficiary Changes - 1

QDRO - 0

Processed New or changes to Principal Loan – 0

Reconcile Retiree Payments and notified the retirees of payment amounts due.

Updating all files and data base with new amounts for voluntary life insurance and corrected new census for Met Life

Updating all files and data base with new Life and AD&D amounts creating census for billing

Audited and sent to finance for payment May EBS bill

Updating all files and data base with new LTD amounts and census for monthly billing

Auditing all beneficiaries for retirement and life ongoing

Audited and sent to finance for payment LTD, Life and AD&D bill

Auditing and sent to finance the March Supplemental Life Bill.

Payroll Administration:

Prep, E-Verify and Process New Hires - 1

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

Communicating new UBA system for FSA participants

Input into new system (ulti) new employees –

Audited wellness incentives and corrected discrepancies

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: Back Ground Check Myth Busters

Civilian Retirement Committee: Coordinated Education Meeting for Employees on May 2nd - Create your Plan. Set up retirement plan review meeting for civilian retirement committee members.

Civil Service – Coordinated Attendance by Commissioners for observing the Assessment Center For Sergeants, Entry Level Oral Boards Police Officer and set Civil Service Meeting for May 22nd for Commission Secretary.



City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

May 2, 2019

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Completion of Proceedings, Claims, and Notice of Meeting
- Completion of Minutes of 4.22.19 Council Meeting
- Attended Agenda Meeting/Director Meeting 4.30.19
- Posting of agenda for 5.1.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 5.1.19 Council Meeting
- Continuing to work on organizing office and files
- Applications for Retail Sale of Fireworks Licenses have been submitted. We received 18 repeat applicants from last year & there were 3 new applicants, for a total of 21 applicants. Will meet with City Administrator to determine which 2 of the 3 applicants will be approved for this year. (City only allows 20 stands)
- All pet licenses have been paid
- Waste Haulers Licenses (2 have paid)
- Unpaid Vender fees for Annual Occupation Tax Stickers (8)
- All Non-Class "C" licenses have been paid and all licenses have been picked up
- Updating Contract Management Records with contracts, agreements, etc. & filing & getting Shirley trained on the process for filing, scanning documents and putting contracts into Contract Management Program
- Shirley gone May 6th – 10th
- Day to day tasks



CITY OF BELLEVUE

FINANCE DEPARTMENT

1500 Wall Street - Bellevue, NE 68005 - (402) 293-3000

Bellevue Finance Department Status Report May 7, 2019

ACCOUNTING AND FINANCE

- Continuing Budget Planning for 2019-2020 Fiscal Year
- Projected Personnel Costs Sent to Departments
- To-Date Flood Goods and Services Expenditures - \$85k
- To-Date Flood Estimated Payroll Expenditures - \$100k
- Insurance-Estimated Flood Damage to City Property - \$1,000k+ (still in progress)
- Continued Revision/Development of Finance Policies
- April bank reconciliations
- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement
- Researched bills on minute record
- AP Review
- Monthly tax reports
- Monthly allocations to departments for fuel, fleet and postage, office supplies, janitorial supplies

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
- Conferred with legal, employees, and insurance carrier on liability claims/lawsuits
- Continued to assess damage to City property from flood and conferred with Travelers adjusters. Early estimation of insurance claim totals is \$1,007,000.00 after our deductible. This is subject to change as we are still surveying damage.
- Continued attending EOC meetings and assisted in flood damage mitigation
- Worked on ADA updates/transition plan for ADA committee
- Arranged for five City vehicles to that were left in flooded area be picked up for salvage
- Conducted all duties associated with surplus equipment auctions (Govdeals.com)
- Worked with Abby on determining CDBG funding for ADA accessibility improvements in Washington Park
- Spot checked road crews and flood zone crews for proper personal protective equipment

- **RISK MANAGEMENT (Continued):**

- Inventoried and restocked safety equipment
- Worked on ADA updates, reports and the City's transition plan
- Began seasonal park and facilities safety inspections
- Total Surplus Sales as of today: \$339,535.51

CDBG:

- Researched and reviewed disaster assistance requirements and possible supplemental appropriation requirements related to the Presidentially declared disaster.
- Reviewing Applications for 2019-2020 CDBG funding.
- Attended Community Development Week Ceremony with the State of Nebraska.

Respectfully submitted,

Rich Severson
Finance Director, City of Bellevue



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 4/28/2019

A. General Items:

- QA/QI
- Documenting orphan containers from the flood for DEQ and FEMA in our fire district so they can be removed.
- Completing competencies for PT and FT personnel
- Scheduling run reviews with Bellevue Medical Center
- Working on scheduling EMS CE for quarter 2
- End of month reports (after Tuesday)
- Assisting Chief with scheduling budget meeting
- Separation of private /public Wi-Fi at 1510 Wall

B. Training:

- Hazmat drill with DPC industries
- Ventilation skills
- Rapid Sequence Intubation training
- Pit crew CPR training

C. Inspections:

- Inspection Mable Rose.
- Inspection Heritage Ridge.
- Inspection Richmond Terrace.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Calls:

Fire – 55

Rescue - 135

E. Ambulance Billing

With the change of the City Council meetings this report will be on the second council meeting for the month.

F. Manpower Report Staffing

Staffing Report from 4/15/2019 through 4/21/2019

Monday	AM	E1, E41	3-Person	EMS Sup 2 OOS
Monday	PM	E41	3-Person	EMS Sup 2 OOS
Tuesday	AM	E1	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E1, E31	3-Person	
Wednesday	PM	Full		
Thursday	AM	E31, E41	3-Person	
Thursday	PM	Full		
Friday	AM	T21	3-Person	
Friday	PM	Full		
Saturday	AM	E1, E31, E41	3-Person	
Saturday	PM	Full		
Sunday	AM	Full		
Sunday	PM	Full		



City of Bellevue

Fire Department

211 West 23rd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 4/22/2019 through 4/28/2019

Monday	AM	E41	3-Person	
Monday	PM	Full		
Tuesday	AM	E1, E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E1	3-Person	
Wednesday	PM	Full		
Thursday	AM	T21, E31	3-Person	
Thursday	PM	Full		
Friday	AM	E31	3-Person	EMS Sup OOS
Friday	PM	E1, T21, E31, E41	3- Person	EMS Sup OOS
Saturday	AM	E1, T21, E31, E41	3- Person	EMS Sup OOS
Saturday	PM	E1, T21, E31	3-Person	EMS Sup OOS
Sunday	AM	E41	OOS	EMS Sup OOS
Sunday	PM	Full		EMS Sup OOS



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: 4/23/2019

- The Bellevue Library Foundation met on Tuesday, May 16, reviewing the 2018 budget and approving the 2019 budget and reviewing member terms. The Foundation supports the services and programs of the library, and is currently holding a raffle for this year's OmahaGives campaign. Six baskets with a wide variety of prizes are featured with tickets at \$1.00 for a single ticket, \$5 for six tickets or \$10 for 12 tickets. Winners will be drawn May 23.
- Library Director Julie Dinville attended the 2019 Mayor's Forum luncheon at the Tiburon Golf Club on April 18 sponsored by the Bellevue Chamber of Commerce. The five Sarpy County library directors, plus Laura Marlane, director of the Omaha Public Library, all attended the meeting as a group.
- Some 211 persons attended the "Bats at the Library! Bats of Nebraska and the World" presentation at the library the evening of April 17. This program for all ages was presented by the Nebraska Wildlife Rehab organization. The program was part of the 2019 Adult Library Program which runs until May 11.
- The Bellevue Public Library Board met on Wednesday, April 17, for their regular monthly meeting. Among the items on their agenda included approval of changes to the bylaws of the Board, a review of the meeting of the task force looking at possible renovation/addition to the current library site, and a presentation by Sandra Astleford, Assistant Library Director, on the new Enterprise online catalog interface.
- The Children's Department put together a box of children's/middle school books which had been donated to the library for a young woman who is teaching children in at a school in Uganda.
- All ages were invited to participate in a "DIY Chia Pet" making program at the library on Friday, April 19, in honor of the "Sprouting Grass" full moon and Spring. Instead of "hair," these pets included soil and grass seed.



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: 4/30/2019

- Thirty-seven persons turned out for a presentation by the Omaha Astronomical Society at the library on April 24. A member of the Society gave great tips on how to see the stars. Later in the evening, another 22 persons either came or returned for a "star party" in viewing the stars through telescopes on the library lawn. The program was part of the 2019 Adult Library Program with the theme "A Universe of Stories."
- Library Director Julie Dinville attended the Volunteer Appreciation Dinner at the Beardmore Event Center on the evening of April 24. Volunteers from the Bellevue Public Library Advisory Board, the Bellevue Library Foundation and the Friends of the Bellevue Public Library were all represented at this event honoring volunteers for their service to the community.
- Children in grades 4-6 were invited to create egg carton wreaths for spring at the Art Attack crafting event in the Children's area on April 24.
- Some 20 students in the College Possible program at Bellevue East High School volunteered their time at the library after school on April 25. The students cleaned tables and chairs used for meetings, picked up trash from the library grounds, dusted, moved books and helped measure collections during their time at the library. Their help was very much appreciated by all!
- The Adult Services Department of the library live streamed a webinar on Friday afternoon, April 26, by the Federal Trade Commission on scams reported in Nebraska. The webinar showed that Nebraskans are lost \$4.7 million to fraud in 2018. The webinar provided tips to help people recognize and avoid such scams and included speakers from the Federal Trade Commission, the Office of the Nebraska Attorney General, the U.S. Attorney's Office for the District of Nebraska, the Better Business Bureau Serving Nebraska, Legal Aid Nebraska, and Centers for Medicare and Medicaid Services. The webinar was shown on the TV screen provided through a donation of the Friends of the Bellevue Public Library near the Circulation desk.

INTEROFFICE MEMORANDUM

TO: JIM RISTOW
FROM: CHIEF ELBERT
SUBJECT: DIRECTORS BRIEF
DATE: 5/1/2019



The City EOC is still open and functioning within the National Incident Management System. However, this has significantly slowed down during the recovery phase and the vast majority of this work is debris related. At this time this has Legal, Public Works, and Finance being more involved than Police and Fire.

The Department hosted a 2 week Motorcycle Certification course. Council Bluffs, Kearney, and Douglas County were outside agencies in attendance.

Continue to work through various personnel issues with the legal Department. Very time and energy consuming for staff.

SWAT trained jointly last week with the SCSO/Papillion/LaVista team and plan to do so in May as well. Both Commanders reported this training as positive and problem free. I was officially notified of Papillion's detachment to our Team and it's new attachment to SCSO with LaVista.

Received a mini grant of \$3,880 from the State to send 2 of our Drug Recognition Experts to the Annual Conference held in Ca this year.

Working on various traffic complaints in the City that have been brought forward by the Council or other members of the community.

Detective Cassandra Ward was selected as our Officer of the First Quarter. She was recognized for her work in general but specifically for her tireless effort in solving a homicide case from the first of the year.

Bi-Annual shift bid was completed. We hope to avoid continual holes creating overtime with the Road Patrol. Temporary transfer orders will be considered through the summer months to help reduce these overtime costs until a more long-term solution can be negotiated via the labor agreement in place.

Working toward a path forward with our Firing Range post the flood. Various options being looked at but all very preliminary yet. We do have access to SCSO range if needed as well as CB.



CITY OF PAPILLION

David P. Black, Mayor

Scott A. Lyons, Chief of Police

Papillion Police Department

1000 East First Street

Papillion, Nebraska 68046

Phone 402-597-2035

Fax 402-592-9810

Website: www.papillion.org

April 23, 2019

Chief Mark Elbert
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

RE: Resolution to Dissolve

Dear Chief Elbert:

This letter is to confirm that the Papillion City Council unanimously passed Resolution to Dissolve our involvement in South Metro SWAT. In turn, the City Council approved a Resolution to join Sarpy County SWAT Team and Resolution to establish Sarpy Tactical Medic (StacMed) Program.

As a result, this letter is the official notice to withdraw from South Metro SWAT that makes it effective date May 3, 2019. Our SWAT Team Personnel will attend training with the South Metro SWAT Team and Sarpy County SWAT Team.

If you have any questions, please contact me at your convenience.

Sincerely,

Scott A. Lyons
Chief of Police

RESOLUTION NO. 07-0032

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAPILLION, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PAPILLION AND THE CITIES OF BELLEVUE, LA VISTA, RALSTON AND PLATTSBROUGH FOR PARTICIPATION ON THE SOUTH METRO REGIONAL SPECIAL WEAPONS AND TACTICS TEAM.

WHEREAS, It has long been recognized that mutual aid between police departments sharing similar demands is highly desirable; and

WHEREAS, the responses to critical incidents require the specialized attention of a team trained to be effective in highly volatile situations; and

WHEREAS, the police departments also recognize that delivery of these services can be done most cost-effectively and with enhanced flexibility when forces are combined and said agreement is in the best interests of the citizens of La Vista;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Papillion, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement for law enforcement cooperation and specialized tactical team services.

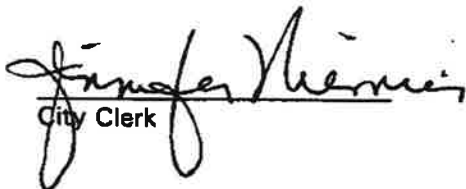
PASSED AND APPROVED this 6 day of February, 2007.

CITY OF PAPILLION, NEBRASKA

By: 

Mayor

ATTEST:


City Clerk



Mark Elbert

From: Angela Curry
Sent: Monday, April 22, 2019 9:10 AM
To: Mark Elbert; Dave Stukenholtz
Cc: Ed Foreman; Angela Curry
Subject: Weekly Stats

CE1 – Tuesday April 16, 2019 thru Friday April 19, 2019
CE2 – Monday April 15, 2019 thru Friday April 19, 2019
CE3 – Monday April 15, 2019 thru Friday April 19, 2019

Calls – 280

Notices:

Zoning – 5

Nuisance – 64

Clean Ups - 0

Tree Removal – 0

Certified Notices – 3

Officer Initiated – 42

Towed Vehicles – 0

Red Tags – 3

Snow Notices – 0

Regards,

Angela Curry
Bellevue Police Department
Code Enforcement Technician
402-293-1403

Mark Elbert

From: Ed Foreman
Sent: Monday, April 29, 2019 8:43 AM
To: Mark Elbert; Dave Stukenholtz
Cc: Joey Bockman; Ed Foreman; Angela Curry
Subject: Weekly Stats

CE1 – Monday April 22, 2019 thru Thursday April 25, 2019
CE2 – Monday April 22, 2019 thru Thursday April 25, 2019
CE3 – Monday April 22, 2019 thru Friday April 26, 2019

Calls – 213

Notices:

Zoning – 8

Nuisance – 36

Clean Ups - 7

Tree Removal – 0

Certified Notices – 8

Officer Initiated – 20

Towed Vehicles – 3

Red Tags – 6



Public Works Director's Report

May 06, 2019

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Administration: Jeff Roberts

- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Meetings
 - Director meetings 05.05.19
 - Superintendent meetings 05.04.19, 05.18.19
 - MAPA TTAC 05.22.19

Engineering: Dean Dunn

- American Heroes Park Phase 6
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
 - FHWA monthly meeting TBD
 - UCC monthly meeting 05.14.19

Parks: Brian Madison

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Winter Duties

Street Maintenance: Bobby Riggs

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Winter Duties

Waste Water: Epiphany Ramos

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

