

# \*\*\*\*\*AMENDED AGENDA \*\*\*Bellevue City Council Meeting

Tuesday, July 2, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Joseph Gastineau, Revival Tabernacle Church, 2226 Jefferson Street, Bellevue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of Agenda
  - b. Approval of Consent Agenda *(Items marked with an (\*) are approved where this item is, unless otherwise removed)*
    1. \* Approval of the Minutes from the June 18, 2019, City Council Meeting
    2. \* Acknowledge receipt of June 20, 2019 Planning Commission Minutes.
6. \* APPROVAL OF CLAIMS.
7. ORGANIZATIONAL MATTERS: None
8. SPECIAL PRESENTATIONS: None
9. APPROVED CITIZEN COMMUNICATION
  - a. Request to remove the alarm registration fee requirement per Ordinance No. 3238. (Kyle Rhone)
10. LIQUOR LICENSES:
  - a. Recommendation to approve the application of Margaritas LLC., dba "Los Tapatios Mexican Bar and Grill" for a Class "C" liquor license to sell beer, wine, and distilled spirits, on sale only, at 3905 Twin Creek Drive, Bellevue and for David Valadez as Manager. (City Clerk)
  - b. \*Recommendation to approve a Special Designated Liquor License for R and J Enterprise, Inc., dba "Jammers Pub" at 1505 Galvin Road South, for a beer garden during their Annual Luau, on Saturday, July 27, 2019 from 2:00 p.m. to 2:00 a.m. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): None
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): None
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 3951: Request to rezone Lot 1, Wood Replat from RS-72 to RD-60 to allow for construction of a duplex. Applicant: Paul Pignotti. Location: 7801 South 30th Street. (Planning Director)
  - b. Ordinance No. 3952: Request to amend Section 5.20 of the Bellevue Zoning Ordinance regarding the permitted number of full-time practitioners in a medical clinic in the BN Neighborhood Business district. Applicant: City of Bellevue Planning Department (at the request of the Planning Commission. (Planning Director)
  - c. Ordinance No. 3953: Increase in Pay for the Mayor and City Council Members (Councilman Shannon)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Public Hearing for Draft 2019-2023 Consolidated Plan and Action

Plan, \$355,531 in 2019 CDBG entitlement allocation and \$125,000.81 in reallocated fund from previous allocations. (Finance Director)

***(This is not an action item. The resolution will be on the July 16th Agenda)***

b. Approve Event License Application for Victory Riding Academy to host free event offering horse rides, games, food, and entertainment to honor military and first responders and their families at Hastings Banner Park on Saturday, September 21, 2019 from 10:00 a.m. to 2:00 p.m. (set up on September 20 and 21) with rain date September 22, 2019. (City Clerk)

**15. RESOLUTIONS:**

a. \*Resolution No. 2019-18: Request to amend the Master Fee Schedule to update the Papio Creek Watershed Partnership (PCWP) and the Southern Sarpy Watershed Partnership (SSWP). (Planning Director)

b. \*Resolution No. 2019-19: Recommendation to approve the selection of BKD LLP., to perform audit services for the fiscal years ending 2019-2023, contract price for fiscal year ending 2019 will be \$5,500 less than 2018 audit. (Audit Committee)

**16. CURRENT BUSINESS:**

a. \*Approve the agreement and authorize the Mayor to sign the NE Transportation Assistance Agreement with NDOT to accept month reimbursement funds for expenses associated with operating the Specialized Transportation Service up to \$147,703 for Fiscal Year 19/20. (Human Service Manager)

b. \*Acceptance of the Maintenance Contract for the VirTra Simulator. Federal Forfeiture Money will pay for this item using existing fund balance \$12,520.50 (Police Chief)

c. \*Approve the purchase of a Server for the Cyber Crimes Lab. (Police Chief)

d. Request approval of the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and Alfred Benesch and Company for the Alternatives Evaluation of Fort Crook Road and Harlan Drive (Formerly Highway 370) project not to exceed \$22,000. (Public Works)

e. \*Approve the Independent Contractor Agreement renewal for CDBG Consulting Contract. (Finance Director)

f. \*Approval of revision to policy resolution 31 of the City Council Policies to comply with Nebraska Revised Statutes 13-2203 regarding expenditures of city funds for meals and beverages. (City Attorney)

g. Request approval and authorize the Mayor to sign the proposal from KenBrooke Roofing, Inc., for \$88,889 for the exterior renovation of the First Presbyterian Church. (Public Works).

h. Approve and authorize the Mayor to sign a letter of intent outlining intentions of parties, including the City of Bellevue regarding certain real estate in which the city is interested in. (City Attorney)

***(This item may be considered for Closed Session)***

i. Approve and authorize the Mayor to sign a settlement agreement regarding liens on a property located within the City of Bellevue. (City Attorney)

***(This item may be considered for Closed Session)***

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

18. CLOSED SESSION:

- a. Discussions regarding personnel matters and operations. (City Attorney)

19. ADJOURNMENT

# MINUTE RECORD

Bellevue City Council Meeting, June 18, 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 18<sup>th</sup> day of June, 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.

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

## **Approval of the Consent Agenda**

**Motion** was made by Shannon, seconded by Stinson, the following be removed from the consent agenda: approval of the Minutes from the June 4 and June 6th, 2019, City Council meetings; request renewal of the Interlocal Cooperation Act Agreement for the Southern Sarpy Watershed Partnership and authorize the Mayor to sign; request renewal of the Interlocal Cooperation Act Agreement for the Papillion Creek Watershed Partnership and authorize the Mayor to sign; request approval of the renewal of the GIS Interlocal Agreement and authorize Mayor to sign; and approval to purchase furniture for Fire Station District 1 and District 2. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## **Approval of the Minutes from June 4, 2019**

**Motion** was made by Shannon, seconded by Welch, to approve the amended June 4, 2019 Minutes. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## **Approval of the Minutes from June 6, 2019**

**Motion** was made by Welch, seconded by Preister, to approve the June 6, 2019 Minutes. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## **Approval of the Claims**

**Motion** was made by Preister, seconded by Cook, to approve 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:**

**Motion** was made by Burns, seconded by Preister, to recommend to establish a City Parks Advisory Board. Councilman Cook inquired if the board would include areas such as pools, splash pads, baseball fields, Haworth Park, and American Heroes Park. Councilman Burns commented it is for recreational areas such as parks. He explained the Park Master Plan is ten years old and is not being followed. Councilman Cook stated pools, splash pads, and all parks should be included. Councilman Cook suggested this should be a committee versus a board. Discussion followed.

**Motion** was made by Burns, seconded by Preister to amend to establish a City Parks Advisory Committee. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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

**APPROVED CITIZEN COMMUNICATION:** None Submitted.

## **SPECIAL PRESENTATIONS:**

### **Presentation of Appreciation to Cornhusker Auto Wash for providing free vehicle washes to Police Fleet**

An Appreciation Certificate was presented to Cornhusker Auto Wash for providing free vehicle washes to the Police Fleet. Captain Stukenholtz thanked Brian Fox and Cornhusker Auto Wash for all their support of the Police Department.

**Approved Citizen Communication:** None.



# MINUTE RECORD

Bellevue City Council Meeting, June 18, 2019, Page 2

## **LIQUOR LICENSES:**

**Recommendation of Skate City Bellevue, Inc., dba "Skate City Bellevue" for a Class "I" Liquor License to sell beer, wine, and distilled spirits at 1220 Fort Crook Road S., Bellevue and approval of David Frank as Manager. (City Clerk)**

Mr. David Frank, owner of Skate City, was present to answer any questions. He gave the background of Skate City since he has owned it and informed the City Council of his intent, if he receives a liquor license.

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

Mr. Jim Moudry inquired if serving of alcohol will be restricted to adult nights only. Mr. Frank advised the intention is to have alcohol served for the first year on adult nights only, after a year it will be determined if alcohol will be served during all events. There will be no alcohol served on PTA school fundraiser skate nights.

With no one else in the audience coming forth to speak in support of or in opposition. Mayor Hike declared the public hearing closed.

Councilman Shannon stated he has pause on this application and cannot support the license if alcohol will be sold during children's events. Councilman Shannon stated he would like to make a condition to the license that alcohol can only be served on adult nights. He questioned the applicant if he would be willing to accept such conditions. Mr. Frank replied yes, he would.

Councilman Shannon expressed concern with the alcohol being sold in the snack bar. He questioned if the alcohol can be separate from the concession area. Mr. Frank stated alcohol will be locked up and adults will be working the concession stand when alcohol is sold.

Councilwoman Welch requested clarification on the research and business plan the applicant has done.

Councilman Cook inquired how many nights adult nights are, the age requirements for the adults, and hours for the events. Mr. Frank advised adult skating nights are held on Tuesday and Thursday nights from 8:00 p.m. – 11:00 p.m. Adult hockey nights are on Sunday, Monday, and Wednesday nights from 8:00 p.m. – 11:00 p.m. Councilman Cook questioned if there is security on site for the adult nights. Frank stated there are two or three Bellevue Police Officers for adult events, along with security from Fad Five Security Company. Conversation ensued.

Councilman Stinson commented he will support this if alcohol will be served on adult nights only.

Councilman Preister stated the main concerns by the Council are for children, use of alcohol, and safety issues. Mr. Frank stated he and his wife have gone through the extensive training through the Nebraska Liquor Control Commission (NLCC). They learned important information to ensure the safety of selling alcohol for their business.

Councilwoman Welch questioned if the council put restrictions on the movie theatre, bowling alley, or similar establishments who provide family entertainment and serve alcohol. Councilman Stinson commented the main difference is the alcohol is served in a separate area in other businesses. Councilwoman Welch inquired if a separate area can be constructed. Mr. Frank replied it is possible, however, it would take some time to construct. He explained the first year of the license would be for adult nights only. After the first year, he will evaluate the sales to see if he wants to expand to selling alcohol during other events.

Mayor Hike commented the City puts on Riverfest, a community event, where kids and alcohol are present. B & B Classic Dog serves alcohol in the same area they serve food. Employees there are not of legal drinking age. There were no restrictions placed on B&B. The applicant will need to comply with the strict rules set through the NLCC and would suffer penalties if he does not comply with the rules. He feels placing restrictions is overreaching.

Councilman Shannon commented he has spoken to the attorney at the NLCC and they approve licenses with restrictions all the time. Restrictions can be placed and the license can be evaluated in a year to see if the applicant has separated the concession stand and bar area. He stated he is not comfortable voting for the license if there are no restrictions applied.

Ms. Bree Robbins, City Attorney, advised even if the Council applies restrictions, the NLCC has the right to remove the restrictions.

Ms. Robbins requested clarification from the applicant if he is aware a person needs to be 19 years of age to serve alcohol. Mr. Frank replied he is aware. Ms. Robbins questioned if the person working the concession stand who will be serving the alcohol and tending to minors will be 19 years of age or older. Mr. Frank replied yes.

**Motion** was made by Welch, seconded by Burns, to recommend approval of Skate City Bellevue, Inc., dba "Skate City Bellevue" for a Class "I" Liquor License to sell beer, wine, and distilled spirits at 1220 Fort Crook Road S., Bellevue and approval of David Frank as Manager.

# MINUTE RECORD

Bellevue City Council Meeting, June 18, 2019, Page 3

For clarification, Mr. Preister advised Mr. Frank the City Council is only making a recommendation and the NLCC has the final decision on approving or denying the license.

Roll call vote on the motion was as follows: Stinson, Cook, and Shannon voted no. Preister, Burns, and Welch voted yes. Mayor Hike voted yes to break the tie. Motion carried.

**Recommend approval of Olde Town Tavern LLC., for a Special Designated Liquor License at 107 W. Mission Avenue on Saturday, July 27, 2019, from 12:00 p.m. to 12:00 a.m. for 5-year anniversary. (City Clerk)**

Greg Sokolik was present to answer questions.

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

**Motion** was made by Burns, seconded by Shannon, to recommend approval of Olde Towne Tavern LLC., for a Special Designated Liquor License at 107 W. Mission Avenue on Saturday, July 27, 2019 from 12:00 p.m. to 12:00 a.m. for 5-year anniversary. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Recommend approval of Willow Springs Bottling Co. Inc. dba Cornhusker Beverage Mart for a Special Designated Liquor License at 1000 Galvin Road, Bellevue University, Mueller Building, on Saturday, August 24, 2019 from 2:00 p.m. to 8:00 p.m. for Semi Annual Club Reception. (City Clerk)**

James Sobcyck was present to answer any questions.

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

**Motion** was made by Cook, seconded by Burns, to recommend approval of Willow Springs Bottling Co. Inc. dba Cornhusker Beverage Mart for a Special Designated Liquor License at 1000 Galvin Road, Bellevue University, Mueller Building, on Saturday, August 24, 2019 from 2:00 p.m. to 8:00 p.m. for the Semi-Annual Club Reception. 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)**

**Ordinance No. 3949 Request to amend Section 19-42 of the Bellevue Code pertaining to the publication of a general notice of the requirements of Article IV of Chapter 19 regarding Wrecked, Junked, or Dismantled Vehicles. (City Attorney)**

Ordinance No. 3949, 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 third and final time.

**Motion** made by Cook, seconded by Shannon to approve Ordinance No. 3949 to amend Section 19-42 of the Bellevue Code pertaining to the publication of a general notice of the requirements of Article IV of Chapter 19 regarding Wrecked, Junked, or Dismantled Vehicles.

**Motion** made by Cook, seconded by Shannon, to amend Ordinance No. 3949 to amend Section 19-42 of the Bellevue Code pertaining to the publication of a general notice of the requirements of Article IV of Chapter 19 regarding Wrecked, Junked, or Dismantled Vehicles, by removing five calendar days and to replace with five business days. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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

Mayor Hike proclaimed Ordinance No. 3949 passed and adopted.

**Ordinance No. 3950 Request to amend Section 19-23 of the Bellevue Code pertaining to the publication of a general notice of the requirements of Article III of Chapter 19 regarding Litter and Noxious Weeds. (City Attorney)**

Ordinance No. 3950, an ordinance to amend Section 19-23 of the Bellevue Code pertaining to the publication of a general notice of the requirements of Article III of Chapter 19 regarding Litter and Noxious Weeds.

**Motion** made by Cook, seconded by Shannon to approve Ordinance No. 3950 to amend Section 19-23 of the Bellevue Code pertaining to the publication of a general notice of the requirements of Article III of Chapter 19 regarding Litter and Noxious Weeds.

**Motion** made by Cook, seconded by Preister, to amend Ordinance No. 3950 to amend Section 19-23 of the Bellevue Code pertaining to the publication of a general notice of the requirements of Article III of Chapter 19 regarding Litter and Noxious Weeds by removing five calendar days and replace with five business days. 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, June 18, 2019, Page 4

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

Mayor Hike proclaimed Ordinance No. 3950 passed and adopted.

**Ordinances for Public Hearing: (Second Reading) None.**

**Ordinances for Introduction: (First Reading) None.**

## **PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:**

**Public Hearing on the request for approval of an event license for Arrows to Aerospace Event to be held on August 17, 2019 including the Annual Arrows to Aerospace Parade and activities in Washington Park from 6:00 a.m. – 4:30 p.m.**

Mr. Guadalupe & Mrs. Karen Mier, were present on behalf of the Kiwanis to answer any questions.

Councilman Preister stated he had concerns with candy being tossed into the street and the safety of children. Mrs. Karen Mier explained the participants receive instructions to go to the curb to distribute candy.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. With no one coming forward to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Burns, seconded by Welch, to approve an event license for Arrows to Aerospace Event to be held on August 17, 2019 including the Annual Arrows to Aerospace Parade and activities in Washington Park from 6:00 a.m. – 4:30 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Public Hearing for approval of a Special Event License for Freedom Running Company's 3<sup>rd</sup> Annual 5k, 10k, and Half Marathon on August 10, 2019, using Keystone Trail from 6:00 a.m. to 11:00 a.m., benefiting CASA nonprofit.**

No one was present on behalf of the application.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. With no one coming forward to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Cook, seconded by Welch, to approve a Special Event License for Freedom Running Company's 3<sup>rd</sup> Annual 5k, 10k, and Half Marathon on August 10, 2019, using Keystone Trail from 6:00 a.m. to 11:00 a.m., benefiting CASA nonprofit. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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

**Public Hearing on the request of an Event License Application of the Bellevue Economic Enhancement Foundation in partnership with the Bellevue Chamber of Commerce for "Riverfest" festivities, including live music, a carnival, vendors, and community festival at the amended alternate location to Hastings Banner Park instead of original site of Haworth Park, Friday, August 16, 2019 from 4:00 p.m. – 1:00 a.m. and Saturday, August 17, 2019, from 6 a.m. to 1:00 a.m.**

Ms. Faith Morrison, with the Bellevue Chamber of Commerce, was present to answer any questions.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. With no one coming forward to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Shannon, seconded by Burns, to approve an Event License Application of the Bellevue Economic Enhancement Foundation in partnership with the Bellevue Chamber of Commerce for "Riverfest" festivities, including live music, a carnival, vendors, and community festival at the amended alternate location to Hastings Banner Park instead of original site of Haworth Park, Friday, August 16, 2019 from 4:00 p.m. – 1:00 a.m. and Saturday, August 17, 2019, from 6 a.m. to 1:00 a.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Application for a Special Designated Liquor License for the Bellevue Economic Enhancement Foundation to sell Beer, Wine, and Distilled Spirits during "Riverfest" to be held at American Heroes Park with the Alternate location Hastings Banner Park, on August 16, 2019 from 4 p.m. – 1 a.m. and August 17, 2019, from 6 a.m. to 1 a.m. (City Clerk)**

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. With no one coming forward to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

# MINUTE RECORD

Bellevue City Council Meeting, June 18, 2019, Page 5

**Motion** was made by Burns, seconded by Cook, to approve application for a Special Designated Liquor License for the Bellevue Economic Enhancement Foundation to sell Beer, Wine, and Distilled Spirits during "Riverfest" to be held at American Heroes Park with the Alternate location Hastings Banner Park, on August 16, 2019 from 4 p.m. to 1 a.m. and August 17, 2019, from 6 a.m. to 1 a.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Request for Approval for a Fireworks Display on August 17<sup>th</sup> at approximately 9:45 p.m. (City Clerk)**

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. With no one coming forward to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by Preister, to approve for a Fireworks Display on August 17th at approximately 9:45 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**PUBLIC HEARING on Condemnation of 3510 Hancock Street, Bellevue, NE 68005, Units 1 through 72, Lot 1 Paradise Park and Approval of Resolution No. 2019-15: Determining the building and structures located on Lot 1, Paradise Park, in Bellevue, Sarpy County, NE under Section 8-50 of Bellevue City Code to be a public nuisance, unsafe for human occupancy because of its unsafe, unsanitary, and dangerous condition. (Chief Building Official)**

Mr. Mike Christensen, City of Bellevue, Chief Building Official, provided a short film of the Paradise Lake Community during the high point as the flood, as it is receding, and the aftermath.

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

Mr. Rick Hartkopf, owner of Lot 62, stated he sold his lot December 27, 2017 to Paradise Lake. He advised his name is still on the title and no taxes have been paid on the property. Therefore, he shouldn't be receiving the mail on this property.

Ms. Robbins advised Mr. Hartkopf he received the notification of the public hearing meeting and other correspondence from the City because he is listed as the recorded property owner with Sarpy County Assessor. She explained there are other people in same situation as him. She suggested contacting legal aid or a private attorney.

Mr. Hartkopf inquired who will be responsible for the disposal of the debris once the homes are demolished. Ms. Robbins explained the purpose for tonight's meeting provides the homeowner's the opportunity to speak to the City Council. She advised if the resolution is passed by the City Council the homes would need to be demolished by July 30, 2019. The City Council determines if the homes are a public nuisance and order them to be demolished. Mr. Hartkopf questioned if the cost of the demolition would be sent to him. Ms. Robbins explained the purpose of this meeting is not to determine the cost, where the cost will be placed, or who is responsible for the cost. She encouraged the public to speak to legal aid or a private attorney with questions on the cost. The purpose for tonight's meeting is to determine whether or not the homes are a public nuisance, order them to be torn down, and specify the date for the homes to be torn down. If at some point the City of Bellevue has to go in to demolish the homes, then that will be a conversation the City will have at that time regarding where the Special Assessment or lien will be placed. Discussion followed.

Mr. Preister expressed sympathy to those effected by the flood. He mentioned Green Bellevue has provided checks for \$100.00 to those effected by the flood. He advised there are six people Green Bellevue has been unable to reach: Kevin Halsey, Robbie Goodwin, Zach Tausin, Carrie Gonzales, Tina Mendel, and Ed Kennel. He asked if the public knows any of those people to have them contact him or Salvation Army for their checks.

Mayor Hike mentioned the community has not given up on helping the residents as well. The Bellevue Community Foundation has a considerable amount of money to help people. There is a housing task force underway to help assist the residents.

Mr. Dan Wortman spoke on behalf of his parents who are the owners of Lot 175. He requested clarification on the process of the bigger program the City has in place. Ms. Robbins requested clarification on what bigger program he is referring to. Mr. Wortman explained there are approximately 300 units which will need to be disposed of. He inquired if there will be any type of public assistance to the homeowners or is it the homeowner's sole responsibility for the demolition and removal of debris. Ms. Robbins explained if the resolutions are approved this evening, the City Council is ordering the homes to be torn down. All homeowners are encouraged to follow the City Council's order to abate the nuisance. Whether it's a specific issue on demolishing a residence that you own, but is on someone else's property, private legal counsel should be sought.

Mr. Wortman inquired if debris removal will be provided by FEMA or if the homeowner is responsible for both the demolition fee and debris/disposal fee. Mr. Jim Ristow, City Administrator, explained the demolition disposal should be all contracted as one. The City sought aid through NEMA and FEMA for the disposal removal. Because the area is not in a flood plain FEMA is not going to participate or fund the disposal removal. FEMA did mitigate with the homeowners and gave them up to \$36,000 for personal possessions. FEMA advised they are going to contact the homeowners to provide up to an additional \$30,000.

Ms. Helen South mentioned her father lived in Paradise Lake. She expressed concerns with the time restraint of

# MINUTE RECORD

Bellevue City Council Meeting, June 18, 2019, Page 6

having the property demolished within the next six weeks and the cost associated with the demolition. She mentioned the owner of the property has cut off all access.

Mr. Thomas Dowd, Unit 183, Paradise Park Two, expressed concerns with finding a contractor before July 30th to get his property demolished. He inquired if the access to the park will be removed by the City to allow contractors access to the properties. Ms. Robbins advised after July 30th if the homes are still there the City will get bids, hire a contractor, and demolish the homes if they are still there. The question on who pays for the fees associated with the demolition is not on the agenda for this meeting. The reason for the July 30th date is due to the health safety issues to the community.

Ms. South agreed the safety issues are a concern. She stated the owner is blocking the entrance to the properties, yet the City wants the homes demolished. She questioned who will be held accountable. Ms. Robbins stated it will be taken into consideration in the next phase. Legally when determining where the lien or special assessment is placed all items would be factored in.

Mr. Ristow stated he has a meeting with Mr. Helm later this week. The blocking of the entrance and exits was a request made by the City due to no power, loiters, and vandals. Discussion followed.

Captain John Gantner, Salvation Army, mentioned there is a long-term recovery group forming to help meet the needs of those impacted by the flood. He explained many of the victims do not understand the process the City is requesting. He explained some clarity is needed for them to move forward and have closure.

Mr. Doug Muse, requested the City make it easier on the residents and make the right decision to pay for the demolition.

Mayor Hike explained the City has received a couple of bids to remove the homes. The low number per unit is \$5,000 per unit.

Mr. Christensen advised the overall bid for the 194 units is slightly over \$1,202,000. Mayor Hike questioned if that included cleaning the foundation. Ms. Robbins commented the amount would be approximately \$6200.

With no one else coming forward to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** made by Shannon, seconded by Welch to approve of Resolution No. 2019-15: Determining the building and structures located on Lot 1, Paradise Park, in Bellevue, Sarpy County, NE under Section 8-50 of Bellevue City Code to be a public nuisance, unsafe for human occupancy because of its unsafe, unsanitary, and dangerous condition. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**PUBLIC HEARING on Condemnation of 3510 Hancock Street, Bellevue, NE 68005, Units 73 through 120, Lot 2, Paradise Park and Approval of Resolution No. 2019-16: Determining the building and structures located on Lot 2, Paradise Park, in Bellevue, Sarpy County, NE under Section 8-50 of Bellevue City Code to be a public nuisance, unsafe for human occupancy because of its unsafe, unsanitary, and dangerous condition. (Chief Building Official)**

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

Mr. Fred Moreau mentioned he is concerned about the cost to demo and stated he cannot afford it.

With no one else coming forward to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** made by Burns, seconded by Preister to approve of Resolution No. 2019-16: Determining the building and structures located on Lot 2, Paradise Park, in Bellevue, Sarpy County, NE under Section 8-50 of Bellevue City Code to be a public nuisance, unsafe for human occupancy because of its unsafe, unsanitary, and dangerous condition. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**PUBLIC HEARING on Condemnation of 3510 Hancock Street, Bellevue, NE 68005, Units 124 through 152; Units 154 through 167; Units 169 through 187; Units 232 through 234; and Units 239 through 247, Lot 3, Paradise Park and Approval of Resolution No. 2019-17: Determining the building and structures located on Lot 3, Paradise Park, in Bellevue, Sarpy County, NE under Section 8-50 of Bellevue City Code to be a public nuisance, unsafe for human occupancy because of its unsafe, unsanitary, and dangerous condition. (Chief Building Official)**

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. With no one coming forward to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** made by Welch, seconded by Burns to approve of Resolution No. 2019-17: Determining the building and structures located on Lot 3, Paradise Park, in Bellevue, Sarpy County, NE under Section 8-50 of Bellevue City Code to be a public nuisance, unsafe for human occupancy because of its unsafe, unsanitary, and dangerous condition.

# MINUTE RECORD

Bellevue City Council Meeting, June 18, 2019, Page 7

Councilman Cook inquired if a representative from Paradise Lake was present at the meeting. No one came forward, Cook therefore stated he assumed "no" and asked for that to be part of the record.

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

**RESOLUTIONS:** None

**CURRENT BUSINESS:**

**Request renewal of the Interlocal Cooperation Act Agreement for the Southern Sarpy Watershed Partnership and authorize the Mayor to sign. (Public Works)**

**Motion** made by Burns, seconded by Welch, to approve renewal of the Interlocal Cooperation Act Agreement for the Southern Sarpy Watershed Partnership and authorize the Mayor to sign. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Request renewal of the Interlocal Cooperation Act Agreement for the Papillion Creek Watershed Partnership and authorize the Mayor to sign. (Public Works Director).**

**Motion** by Shannon, seconded by Stinson, to table this item for discussion.

Mr. Shannon stated there are several items where the City is not the direct beneficiary, however are being asked to spend taxpayer's money. The City needs a commitment from the County for 36<sup>th</sup> Street before approving this item. He commented he is not comfortable "writing a check" for this agreement at this time.

Mr. Chris Shewchuk, Planning Director, explained this is an agreement with the NRD for the Papio Creek Watershed. The City is a direct beneficiary of this agreement. The partnership does a lot of work upstream on the Papio for flood control. Bellevue being down at the bottom of the drainage area benefits tremendously from the dams and water detention devices and work other communities do as a result of this. This decreases the flow of the water into the Papio Creek therefore benefiting Bellevue. Any payment on this agreement goes to the NRD. Part of that money goes to Omaha for all the work they do which saves us from doing it ourselves.

Mr. Jeff Roberts, Public Works Director, explained Omaha does all of the SWPP inspections for the City of Bellevue. They also do all the recording and public information which Bellevue benefits from. He explained this is not a Sarpy County program, this is the Papio NRD Partnership which includes Sarpy County, Sarpy cities, Douglas County, and Omaha.

Councilman Burns left the Council Chambers at 7:46 p.m.

Councilman Preister apologized for leading Councilman Shannon by saying 16A., was the NRD one, which lead Councilman Shannon to make the motion he did and not make his comments on that item. It seems at this point a motion should be made to reconsider the prior vote so Councilman Shannon can make his comments on the correct item.

Ms. Robbins stated if there was confusion on the item, it would be appropriate to make a motion to go back and revote on the item if Councilman Shannon want to make his comments on that item.

**Motion** made by Preister, seconded by Shannon, to reconsider the vote taken on Item 16A.

Councilman Shannon stated his comments are the same on Item 16A. When the City is participating on programs and making contributions accountability should be kicking in. The City should be taking care of Bellevue, not just taking care of county projects.

Ms. Robbins advised there should be a vote on reconsidering Item 16A, then take a vote to start over and have discussion.

Mr. Roberts explained this is the exactly same thing which was just discussed. This is the NRD. There are two watershed basins. There is one north of ridge and one south of the ridge. The Papio partnership, up until two years ago, was always just north of the ridge. A new partnership was started for south of the ridge. The NRD is supplying all the man power to do the SWPP inspections, again this is not a Sarpy County project. They are identical, just two different water basins.

Mr. Shewchuk commented he believes Mr. Shannon has concerns with Item 16c., the approval of the GIS Interlocal Agreement.

Ms. Robbins stated there is a motion on the table, with a second for Item 16A. Councilman Shannon stated he will withdrawal his second. Councilman Preister withdrew his motion.

Ms. Robbins clarified the Council is back to voting on the original Item 16B.

Mayor Hike advised the motion was made by Shannon, seconded by Stinson to table 16B. Councilman stated he will withdrawal his motion, Stinson withdrew the second.



# MINUTE RECORD

Bellevue City Council Meeting, June 18, 2019, Page 8

Councilman Burns returned to the Council Chambers at 7:50 p.m.

**Motion** was made by Shannon, seconded by Welch, to approve the renewal of the Interlocal Cooperation Act Agreement for the Papillion Creek Watershed Partnership and authorize the Mayor to sign.

Councilwoman Welch requested clarification this item is the same as 16A., on the north side and is with the NRD. Mr. Roberts stated that is correct.

Councilman Preister stated he thought there was a separate agreement on the south side of the ridge line. Mr. Roberts explained to Councilman Preister he is thinking of the South Sarpy Sewer Agency. Discussion followed.

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

**Request approval of the renewal of the GIS Interlocal Agreement and authorize the Mayor to sign. (Public Works Director)**

**Motion** made by Burns, seconded by Welch, to approve the renewal of the GIS Interlocal Agreement and authorize the Mayor to sign.

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

Mr. Moudry, expressed objections with the way the percentage of cost share is being calculated by the County.

Mayor Hike questioned if these concerns have ever been presented to the Administration at the County. Mr. Moudry replied he doesn't believe so.

Ms. Robbins questioned Mr. Moudry if he knows how long this calculation has been used. Mr. Moudry replied the same calculations were used for the four years he was on the City Council.

Conversation ensued on this topic.

With no one else coming forward to speak in support of or in opposition to the application. 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.

**Request permission to purchase one batwing mower for the Parks Department, not to exceed \$15,369.21. (Public Works Department)**

**Motion** made by Cook, seconded by Burns, to approve permission to purchase one batwing mower for the Parks Department, not to exceed \$15,369.21. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Request to approve purchase of all in one computers for the first phase which is for 20 computers for a purchase price of \$28,695.40. (Fire Department)**

**Motion** by Cook, seconded by Burns, to approve purchase of all in one computers for the first phase which is for 20 computers for a purchase price of \$28,695.40. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Request approval to purchase furniture for Fire Station District 1 and District 2. (Fire Chief)**

**Motion** made by Stinson, seconded by Welch, to approve the purchase of furniture for Fire Station District 1 and District 2.

**Motion** made by Stinson, seconded by Welch, to make an amendment the city pays for the entire cost of the furniture and not just the \$3,000.

Councilman Welch requested Chief Guido make comments on the benefits of creating a comfortable environment for the firefighters.

Chief Guido explained there are several studies that show firefighters are suffering from stress related illnesses. Approximately 20 years ago, there was a movement across the country to change the way fire stations were built to put the firefighters in a less stressful situation.

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

# MINUTE RECORD

Bellevue City Council Meeting, June 18, 2019, Page 9

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

## **ADMINISTRATION REPORTS:**

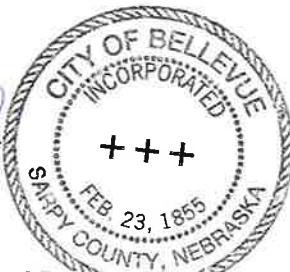
Mayor Hike asked if there were any questions/comments for the City Administrator, Councilmembers or any of the Directors on the report presented. Councilman Shannon questioned when the next BOE meeting will be held. Susan Kluthe, City Clerk, replied she is hoping for August. Councilman Shannon requested the meetings be set on a quarterly basis. No further 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 Burns. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. At 8:08 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 June 18, 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





## MINUTE RECORD

Bellevue Planning Commission Meeting, June 20, 2019, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, June 20, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Cain, Jacobson, Ackley, and Cutsforth. Absent were Commissioners Aerni, Ritz, and Smith. Also present were Chris Shewchuk, Planning Director, and Tammi Palm, Land Use Planner.

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

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

Motion was made by Ackley, seconded by Perrin, to approve the minutes of the May 23, 2019 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Shewchuk advised three emails were received prior to the meeting in opposition to Agenda Item 3.b. Copies of these emails were provided to the Planning Commissioners.

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

Jacobson explained the consent agenda process.

There was one item on the consent agenda:

Request to amend Section 5.20, City of Bellevue Zoning Ordinance, regarding the number of full-time practitioners allowed in a medical clinic in the BN (Neighborhood Business) zoning district. Applicant: City of Bellevue.

There was no one present to speak in favor of, or in opposition to this request.

MOTION was made by Casey, seconded by Cutsforth, to approve the consent agenda as presented. Upon roll call, all present voted yes. MOTION carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on July 16, 2019.**

Jacobson explained the public hearing procedures

PUBLIC HEARING was held on a request to rezone Lot 3, Mission Gardens Replat I, from BN-PCO to BG to allow for a multi-provider medical office. Applicant: Remedy Properties, LLC. Location: 1315-1321 Galvin Road South. Case #: Z-1904-01.

Shewchuk indicated staff was recommending this item be continued indefinitely. He stated if the proposed text amendment to Section 5.20 is approved by the City Council, it will not be necessary to bring this request back. Otherwise, Shewchuk advised the request would be brought back to the Planning Commission at a later date.

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

MOTION was made by Ackley, seconded by Cain, to CONTINUE INDEFINITELY a request to rezone Lot 3, Mission Gardens Replat I, from BN-PCO to BG to allow for a multi-provider medical office. Applicant: Remedy Properties, LLC. Location: 1315-1321 Galvin Road South. Case #: Z-1904-01. Upon roll call, all present voted yes. MOTION carried.

**This item will be CONTINUED INDEFINITELY.**

PUBLIC HEARING was held on a request to rezone Lot 1, Wood Replat, from RS-72 to RD-60 for the purpose of duplex residential development. Applicant: Paul Pignotti. Location: 7801 South 30<sup>th</sup> Street. Case #: Z-1905-02.

Paul Pignotti, 3701 Joann Avenue, Bellevue, NE, appeared to present his request. He provided a brief

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 20, 2019, Page 2

summary of his request. Pignotti stated there are five existing duplexes in the neighborhood. He indicated several of them were zoned RG-50, while two of the duplexes were zoned RS-72. Pignotti stated this RS-72 zoning is the same as his current zoning. He also pointed out the nearby commercial corridor along Chandler Road. Pignotti stated he has a purchase agreement with a family wanting the lot in order to construct a duplex.

Mark Wilsey, 2911 McCorkindale Avenue, Bellevue, NE, stated his opposition to this request. He indicated he is the next door neighbor to this property. Wilsey described McCorkindale Avenue as a dirt road with asphalt chips, and indicated it is substandard compared to neighboring streets. He stated parking is an issue along this road. Wilsey advised there is a storm sewer near these properties which drains the south side of the street. He indicated prior to the street getting asphalt chips on it, there would be issues with rock/gravel in the storm sewer. Wilsey mentioned there have been drainage issues along McCorkindale Avenue in the past. He advised this change of zone would add problems to McCorkindale. Wilsey expressed concerns with traffic if this request was approved. He concluded by stating he built his house over 30 years ago with the assumption the neighborhood would be comprised of single family dwellings.

Don Sindelar, 2908 Betty Street, Bellevue, NE stated he constructed his home in Southern View where he has lived ever since. He mentioned he was the third home constructed in the neighborhood. Sindelar stated he was told the neighborhood was for single family residences. He advised that was the reason most people built their homes there. Sindelar expressed concerns with a duplex in the neighborhood and how that would affect home valuations. He commented the storage unit in the neighborhood has access from Chandler Road; traffic from that property does not come through the neighborhood. Sindelar stated he was very much opposed to this request.

Barbara Popejoy, 2905 McCorkindale Avenue, Bellevue, NE, was present to speak on this matter. She stated her opposition to this request. Popejoy advised she assumed the neighborhood would always be single family residences. She expressed concern with having a duplex in the neighborhood. Popejoy inquired as to the building envelope of the proposed duplex. She stated she had concerns with sight distance at the intersection of South 30<sup>th</sup> Street and McCorkindale Avenue. Popejoy stated there is not room along McCorkindale for cars to park. She stated she has lived in the neighborhood since 1968. She concluded by stating she did not feel a duplex would fit into the existing neighborhood.

Paul Pignotti addressed the neighbor's concerns. He stated he has been trying to sell this property for over a year; however, he has not been successful in doing so. Pignotti provided staff a paper with eight signatures of residents who did not oppose his rezoning request. Discussion on this topic ensued. Pignotti mentioned a duplex would meet any required setbacks and building codes.

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

Jacobson inquired if Pignotti would be the builder of the duplex. He stated he would not; he was selling the property only. Jacobson pointed out there is a fairly substantial power line which runs along South 30<sup>th</sup> Street. He stated these power lines can typically have wide easement requirements. Jacobson encouraged whomever constructs a home on this property thoroughly research easements. Conversation on this topic followed.

Casey asked the applicant if he purchased the property after the previous home on the property burned down. Pignotti stated he acquired the property while it was in the city condemnation process. He mentioned he paid to have the home torn down. Casey inquired what Pignotti's intention with the property was initially. Pignotti stated he purchased the property with the intention of building a home there; however, he and his wife later changed their mind.

Ackley stated the existing duplexes in the RS-72 zoning would be considered legal non-conforming structures. He mentioned those duplexes were likely constructed under older regulations or before the zoning ordinance was in effect. Discussion on this matter followed.

Cain inquired if the new property owners would subdivide the lot. Pignotti indicated the staff report indicates that; however, he was not sure where that information came from.

MOTION was made by Ackley, seconded by Jacobson, to recommend DENIAL of a request to rezone Lot 1, Wood Replat, from RS-72 to RD-60 for the purpose of duplex residential development. Applicant: Paul Pignotti. Location: 7801 South 30<sup>th</sup> Street. Case #: Z-1905-02. DENIAL based upon the incompatibility with the existing single family residential development surrounding this property. Upon

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 19, 2019, Page 3

roll call, all present voted yes. MOTION carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on July 16, 2019.**

Meeting adjourned at 7:32 p.m.

A handwritten signature in cursive script that reads "Tammi L. Palm".

Tammi L. Palm  
Land Use Planner



# MINUTE RECORD

## CLAIMS FOR JULY 2, 2019

PAGE 1

### CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	114.45
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-6	79.00
US CELLULAR	MONTHLY SERVICE-2019-6-4	97.85
		<b>\$ 291.30</b>

### CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE-JUN 2019	83.55
		<b>\$ 83.55</b>

### LEGAL SERVICES

ERICKSON & SEDESTROM, PC	LEGAL FEES	7,308.50
REMBOLT LUDTKE LLP	LEGAL FEES	1,755.00
US CELLULAR	MONTHLY SERVICE-2019-6-4	86.49
		<b>\$ 9,149.99</b>

### CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	97.28
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-6	59.25
US CELLULAR	MONTHLY SERVICE-2019-6-4	52.78
		<b>\$ 209.31</b>

### CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	85.83
INDOFF	OFFICE SUPPLIES	26.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-6	102.70
OMAHA WORLD HERALD CO	LEGAL ADS	767.52
SARPY CO REGISTER OF DEEDS	ORDINANCES	106.00
		<b>\$ 1,088.05</b>

### FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	309.88
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	82.95
COSGRAVE COMPANY	FLAGS FOR CITY BUILDINGS	389.00
INDOFF	OFFICE SUPPLIES, LAMINATING MACHINE	214.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-6	86.90
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES	200.00
US CELLULAR	MONTHLY SERVICE-2019-6-4	52.78
		<b>\$ 1,336.42</b>

### LIBRARY

AMAZON.COM, LLC	BOOKS, VIDEOS, OFFICE SUPPLIES, PROGRAM SUPPLIES	917.39
AMERICAN CHAMBER OF COMMERCE RESOURCES	HR PUBLICATIONS SUBSCRIPTION	260.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	45.10
CENGAGE LEARNING, INC	BOOKS	367.08
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	107.39
DILLONS CUSTOMER CHARGES	SUPPLIES	51.62
INDOFF	COPY PAPER, OFFICE CHAIRS	564.76
INGRAM LIBRARY SERVICES	BOOKS	2,223.00
KRISTINE WOODS	REIMBURSE FOR NOTARY FEE	30.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-4	257.74
MICHELLE BULLOCK	REIMBURSE FOR LOCAL MILEAGE	96.28
NEBRASKA LIBRARY COMMISSION	CONSUMER REPORTS SUBSCRIPTION	2,135.00
NEOFUNDS	REFILL POSTAGE	650.00

# MINUTE RECORD

## CLAIMS FOR JULY 2, 2019

PAGE 2

### LIBRARY (cont'd)

OCLC INC	MONTHLY ON-LINE CATALOGING	1,308.45
RECORDED BOOKS	RECORDED BOOKS	310.20
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
		<u>\$ 9,474.09</u>

### ADMINISTRATIVE SERVICES

BELLEVUE PRINTING COMPANY	BUS TICKETS	255.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	125.89
FUN SERVICES	EMPLOYEE PICNIC GAMES	120.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	27.00
INTEGRATED REHAB	RANDOM DRUG SCREENS	665.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-6	67.15
PAYCHEX of NEW YORK, LLC	TIME AND LABOR ADMIN FEE	99.00
ULTIMATE SOFTWARE GROUP, INC	ULTIMATE SUBSCRIPTION FEE	29,176.00
US CELLULAR	MONTHLY SERVICE-2019-6-4	47.58
		<u>\$ 30,583.12</u>

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	ENVIRONMENTAL SVCS-SOUTH PUBLIC WORKS FACILITIES	2,364.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	6.03
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-6-14	184.39
PAPIO MISSOURI RIVER NRD	PAPILLION CREEK WATERSHED PARTNERSHIP	20,000.00
PAPIO MISSOURI RIVER NRD	SO SARPY COUNTY WATERSHED PARTNERSHIP	16,000.00
US CELLULAR	MONTHLY SERVICE-2019-6-4	291.30
		<u>\$ 38,845.72</u>

### PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING-CYCLE 1, 2 AND 3	27,440.70
AMAZON.COM, LLC	GLOVES	39.98
A-RELIEF SERVICES	PORTABLE RESTROOM-MAIN LOT WW AIRCRAFT	111.17
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	45.36
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	363.42
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-APR/MAY 2019	37,556.53
MENARDS	KNIFE, LUMBER, SUPPLIES	105.02
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-6	3,544.14
TREES SHRUBS AND MORE	MULCH	700.00
US CELLULAR	MONTHLY SERVICE-2019-6-4	243.78
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
WESTLAKE ACE HARDWARE	TRIMMER LINE, CHIP BRUSH, TOOL BAG	278.92
		<u>\$ 70,449.15</u>

### RECREATION

AMERICAN FOODS GROUP	CONCESSION SUPPLIES	550.00
ASHLEY HOBERT	REFUND SWIMMING LESSONS FEE	70.00
AUTUMN WUGLER	REFUND SWIMMING LESSONS FEE	35.00
BRITTANY EDGELL	REFUND POOL PARTY DEPOSIT	100.00
CASSI YATES	REFUND LACROSSE FEE	30.00
CHRISTINA HOULDEN	REFUND SWIMMING LESSONS FEE	70.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	88.39

# MINUTE RECORD

## CLAIMS FOR JULY 2, 2019

PAGE 3

### RECREATION (cont'd)

DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	165.08
ERICA MANNS	REFUND SWIMMING LESSONS FEE	67.50
HAUFF MID-AMERICA SPORTS	BASEBALL EQUIPMENT	1,744.63
KATHLEEN KARNIK	REFUND SWIMMING LESSONS FEE	35.00
KERIN KRESHA	REFUND SWIMMING LESSONS FEE	35.00
KRYSTAL HYNEK	REFUND DEPOSIT FOR POOL PARTY	100.00
LETICIA ROJAS	REFUND SWIMMING LESSONS FEE	35.00
MIDWEST IMPRESSIONS	BASEBALL SHIRTS, SWIM TEAM SHIRTS, BREEZE LOGO SHIRTS	1,567.10
PRIMA DISTRIBUTION	POPCORN OIL FOR CONCESSION STAND	45.89
SAM'S CLUB DIRECT	CONCESSION SUPPLIES	1,654.98
SONJA SCHREFFLER	REFUND TENNIS CAMP FEE	40.00
TARA MACO-GUILLEN	REFUND SWIMMING LESSONS FEE	35.00
US CELLULAR	MONTHLY SERVICE-2019-6-4	62.85
		<hr/>
		\$ 6,531.42

### BUILDING MAINTENANCE

AQUA-CHEM	CHEMICALS FOR POOLS	814.26
BIG RED LOCKSMITHS	PADLOCKS	314.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	740.66
CARPENTER PAPER CO	JANITORIAL SUPPLIES	457.09
DAY ELECTRIC SERVICE, INC	INSTALL OUTLET FOR FAN, TIME CLOCK FOR SPLASH PAD, OUTLETS FOR WASHERS AND DRYERS FOR FIRE DEPT	3,399.04
IDEAL PURE WATER COMPANY	BOTTLED WATER	29.99
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	163.88
MENARDS	PRIMER, PVC CEMENT, BROOM, BATTERIES, PUTTY, LIMESTONE, CLAMPS, SUPPLIES	441.00
MENARDS- COUNCIL BLUFFS	MALE AERATOR	14.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-5	758.64
NEBRASKA DEPT OF LABOR	BOILER INSPECTIONS	60.00
OMAHA PNEUMATIC EQUIPMENT CO	AIR COMPRESSOR MAINTENANCE	982.73
SHERWIN WILLIAMS CO	PAINT	68.35
TREES SHRUBS AND MORE	SHRUBS, FLOWERS	1,124.41
TRICO MECHANICAL SERVICES	AC MAINTENANCE-BAE	461.06
US CELLULAR	MONTHLY SERVICE-2019-6-4	23.79
WESTLAKE ACE HARDWARE	SUPPLIES, LUMBER, NOZZLE, TANK SPRAYER	130.41
		<hr/>
		\$ 9,984.22

### CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	22.68
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	83.39
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-4	89.96
US CELLULAR	MONTHLY SERVICE-2019-6-4	47.74
		<hr/>
		\$ 243.77

### STREETS

ALFRED BENESCH & COMPANY	2020 RESURFACING PROJECTS	6,369.37
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	104.64
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	274.17
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-APR/MAY 2019	3,244.52
DREF'S TREE SERVICE, INC	CUT DOWN AND HAUL TREE AWAY	2,650.00
FLATBED EXPRESS, INC	WEIGH TRUCK FOR CALIBRATION	30.00
LOGAN CONTRACTORS SUPPLY	WHITE CURE, SPRAYER, OUTER LENS, BLAST HOOD	970.90
MARTIN PRODUCTS SALES, LLC	OIL	310.80



# MINUTE RECORD

## CLAIMS FOR JULY 2, 2019

PAGE 4

### STREETS (cont'd)

MENARDS	PINCH CLAMP, ELBOW, RISER, ISOLATORS, UTILITY PUMP	83.88
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-12	2,871.35
MID-AMERICAN SIGNAL	ISOLATORS, LOAD SWITCH, FLASHERS	2,225.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	LAG SCREWS, LOCK NUTS	619.43
NEWMAN SIGNS	STREET SIGNS	365.55
READY MIXED CONCRETE COMPANY	CONCRETE	8,567.63
SWAIN CONSTRUCTION, INC	2018 CONCRETE PROJECTS-FINAL	41,812.43
SWAIN CONSTRUCTION, INC	CHANDLER PAVING-CDBG PROJECT	131,456.06
US CELLULAR	MONTHLY SERVICE-2019-6-4	249.86
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
WESTLAKE ACE HARDWARE	MENDER HOSE	2.79
		<b>\$ 202,228.51</b>

### FLEET MAINTENANCE

911 CUSTOM, LLC	LED LIGHTS, SIRENS, SPEAKERS FOR CRUISERS	27,478.94
AA WHEEL & TRUCK SUPPLY, INC	STAKE POCKET	56.00
ALLIED OIL & TIRE COMPANY	OIL, ANTI-FREEZE	851.64
AUTO VALUE PARTS - SOUTH OMAHA	COOLANT HOSE CONNECTOR, LIGHT, STOP LIGHT	86.26
AUTOMOTIVE WAREHOUSE DIST, INC	ADHESIVE SEALANT, PARTS, THREADLOCKER	3,655.88
AVERY RENTS	PROPANE	28.16
BAXTER CHRYSLER DODGE JEEP	LOWER ARM, STRUT TENSIONER, RADIATOR MOTOR, FAN SHROUD	1,032.82
BAXTER FORD	CORE ASSEMBLY, PINS	39.35
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	62.82
BOBCAT OF OMAHA	POLY AND WIRE BRUSHES, SPROCKETS	428.47
CONNECTED AUTOMOTIVE SYSTEM	TECH DIAGNOSTIC SUBSCRIPTION	6,839.00
CORNHUSKER INTERNATIONAL TRUCKS	ABS ROTOR, FILTERS, ROTOR, AXLE GASKETS, LOCK WHEEL, STUD DRIVER	1,989.50
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	107.39
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-APR/MAY 2019	1,800.14
CUMMINS SALES AND SERVICE	CRANKCASE BREATHER	367.66
DULTMEIER SALES LLC	PUMP PEDESTAL	380.00
FACTORY MOTOR PARTS CO	AC SWITCH, SENSOR, CALIPER ASSEMBLY, ROTORS, OIL	907.98
FARM PLAN	CARBURATOR, RUBBER BUFFER	105.58
GCR TIRES & SERVICE	TIRES	347.20
GRAINGER	ELECTRICAL SUPPLIES	377.29
INLAND TRUCK PARTS CO	BRAKE ROTORS, VALVE	691.09
INTERSTATE BATTERIES	BATTERIES	1,587.20
INTERSTATE POWER SYSTEMS, INC	SPEED SENSOR ASSEMBLY	107.34
J & J SMALL ENGINE SERVICE	FILTER, CABLE, HANDLE	44.97
JIM HAWK TRUCK TRAILERS	IP CARTRIDGES, BRAKLEEN	469.77
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	50.49
KRIHA FLUID POWER CO	COUPLERS, HYD MOTORS, FITTINGS	1,194.27
MENARDS	BLASTING CRYSTAL, GLOVES, DRILL BITS, PAINT, ELEC SUPPLIES, LUMBER	354.75
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-4	119.71
NAPA AUTO PARTS	ANTIFREEZE, SOCKETS, FILTERS, CIRCUIT BREAKERS, RADIATOR, MIRROR	1,220.72
NATIONAL ASSOCIATION OF FLEET ADMINISTRATORS	RENEW MEMBERSHIP	499.00
NEBRASKA ENVIRONMENTAL PRODUCTS	FUEL FILTERS	101.46
NEBRASKA IOWA INDUSTRIAL FASTENERS	TY-RAP BLACK, NUTS, DRILL BITS, CABLE	284.71
O'REILLY AUTOMOTIVE PARTS	UTILITY BLADES, DISC BRAKE KIT, FUNNELS	45.64
P&M HARDWARE	REFILL BUTANE, ALTERNATOR COVER, SEALS, STRUT ASSEMBLY	700.05
QUALITY TIRES, INC	KNOBBY TIRE FOR GATORS	100.00

# MINUTE RECORD

## CLAIMS FOR JULY 2, 2019

PAGE 5

### FLEET MAINTENANCE (cont'd)

SPARTAN MOTORS USA, INC	FLOOR MAT, STEERING ASSISTANT	1,415.96
STATE STEEL	STEEL PLATES	381.95
SUNSOURCE	SHAFT KEY, CASTLE NUTS	80.45
SUSPENSION SHOP	SPRINGS FOR PI2	445.44
TERMINAL SUPPLY CO	TERMINALS, RECEPTACLES	728.31
THERMO KING CHRISTENSEN	ALTERNATOR	482.80
TURFWERKS	CASTER RIMS, SEALS, SPACERS	1,313.87
US CELLULAR	MONTHLY SERVICE-2019-6-4	67.58
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	116.10
WELDON PARTS INC	SUPER THIN LED LIGHTS, DRIVE AXLE	659.03
WICK'S STERLING TRUCKS	SLACK ADJUSTERS, BRAKE CHAMBERS, SENSOR	382.77
		<b>\$ 60,587.51</b>

### SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-MAY 2019	246,548.80
		<b>\$ 246,548.80</b>

### PLANNING

BELLEVUE LEADER	RENEW SUBSCRIPTION	156.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	5.43
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	99.95
MIDLANDS PRINTING	BUSINESS CARDS	126.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-6-14	167.07
		<b>\$ 554.45</b>

### PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	7.24
INDOFF	OFFICE SUPPLIES	162.56
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	258.20
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-6-14	222.77
OMAHA WORLD HERALD CO	BIDDERS NOTICE	11.07
SHELL SUPER STORE	CAR WASH	11.25
US CELLULAR	MONTHLY SERVICE-2019-6-4	259.98
		<b>\$ 933.07</b>

### POLICE/CODE ENFORCEMENT

911 CUSTOM, LLC	FLASHLIGHTS	1,275.53
AMAZON.COM, LLC	SHOWER HEAD, CAR SHADES, EAR PROTECTION, BICYCLE PARTS, CAMERA	1,000.10
AUTO BODY AUTHORITY	TOW CHARGE	80.00
BELLEVUE ANIMAL HOSPITAL	VET BILL	55.91
BIG RED LOCKSMITHS	KEYS	70.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	132.07
CELLEBRITE USA CORP	SOFTWARE UPGRADE FOR CYBER CRIMES	3,000.00
CITY OF OMAHA	OFFSITE BILLING FOR INCINERATION	1,917.41
COLORADO DEPARTMENT OF PUBLIC SAFETY	REGISTRATION, LODGING-JENSEN	380.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	29.30
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	83.39
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-APR/MAY 2019	14,168.40
DON'S PIONEER UNIFORMS	UNIFORMS	1,891.06
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEE	200.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-JUN 2019	521.58
FIRST NATIONAL BANK OF OMAHA	SUBPEONA FOR INVESTIGATIONS	15.60
GALL'S, LLC	TACTICAL VEST	650.00
INDOFF	OFFICE SUPPLIES	184.66
J P COOKE COMPANY	NOTARY STAMPS	69.40

# MINUTE RECORD

## CLAIMS FOR JULY 2, 2019

PAGE 6

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

JO DON'S	PRESENTATION PLAQUE FOR CORNHUSKER AUTO	65.00
LARRY LAMPMAN	REIMBURSE FOR RENTAL CAR FOR TRAINING	199.53
MILLER DISTRIBUTORS, INC	BATTERIES	372.98
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-6-14	4,062.23
PHYSIO-CONTROL CORPORATION	QUARTERLY AED MAINTENANCE	1,386.00
SHELL SUPER STORE	CRUISER WASH	11.25
SPRINT	MONTHLY SERVICE	125.22
US CELLULAR	MONTHLY SERVICE-2019-6-4	3,162.88
WESTLAKE ACE HARDWARE	KEYS	8.97
		<b>\$ 35,118.47</b>

### FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	92.08
AMAZON.COM, LLC	LASERJET PRINTER, OFFICE SUPPLIES, LINEN, COFFEE	1,094.76
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-6-3	251.96
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	439.05
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	576.95
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-APR/MAY 2019	8,912.73
ED M FELD EQUIPMENT CO	AUTO EJECT	199.00
GREAT PLAINS UNIFORMS	UNIFORM	447.50
IAFC	MEMBERSHIP DUES-BETTS	215.00
JP MORGAN CHASE-ARAMARK UNIFORM SVC	LINEN SERVICE-ALL DIST	3,087.53
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	318.85
MENARDS	CLEANING SUPPLIES, DRILLS, PAILS, COFFEE, SUPPLIES, SHOWER ROD	371.21
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-6	2,908.18
NORTH CENTRAL EMERGENCY VEHICLES	(2) 2019 FORD F550 CHASSIS 58857, 58858	101,190.00
UNITED HEALTH CARE	REFUND ACCT 961812927	225.65
US CELLULAR	MONTHLY SERVICE-2019-6-4	843.70
WALMART COMMUNITY	SUPPLIES	15.94
WESTLAKE ACE HARDWARE	FLOOR FAN, REMOTE	64.98
ZIRMED, INC	MONTHLY PROFESSIONAL CLAIMS FEE	130.93
ZOLL MEDICAL CORPORATION	FIRE & RESCUE MAINTENANCE	3,764.25
		<b>\$ 125,150.25</b>

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2019-6-1	1,024.48
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	430.81
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM FEE-JUN 2019	1,650.00
NE-DEPARTMENT OF REVENUE	SALES TAX-MAY 2019	570.30
PM AM CORPORATION	ALARM FEES-MAY 2019	4,815.00
		<b>\$ 8,490.59</b>

### INFORMATION TECHNOLOGY

AMAZON.COM, LLC	BATTERIES, EXT RANGE TRANSMITTER	423.05
CORE TECHNOLOGIES, INC	UC ADMINISTRATOR BILLING	56.25
GRAYBAR ELECTRIC	COMMUNICATIONS PARTS	381.22
INSIGHT PUBLIC SECTOR	SERVICE AGREEMENT	3,154.47
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	992.05
ONE CALL CONCEPTS	LOCATES FOR IT	13.83
TJ CABLE	LOCATES FOR IT	250.00
US CELLULAR	MONTHLY SERVICE-2019-6-4	5.04
		<b>\$ 5,275.91</b>

# MINUTE RECORD

## CLAIMS FOR JULY 2, 2019

PAGE 7

### WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES, TRUNK ORGANIZER	367.24
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-6-7	83.39
BIG RED LOCKSMITHS	PADLOCKS	180.00
ELLIOTT EQUIPMENT CO	NOZZLES, BLADES	4,431.00
HDR ENGINEERING, INC	SEWER REPLACEMENT AND MAIN FORCE	3,189.67
HDR ENGINEERING, INC	QUAIL CREEK LIFT STATION	1,654.03
HDR ENGINEERING, INC	SO LIFT STATION EVALUATION	6,708.32
INDOFF	COPY PAPER	78.00
MENARDS	FLEX TAPE	12.88
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-6-4	256.52
NAPA AUTO PARTS	2 CYCLE OIL	93.15
NMC GROUP, INC	DISCHARGE HOSE AND PIPE	4,415.00
NMC GROUP, INC	TRASH PUMP RENTAL	14,462.30
ORTMEIER TECHNICAL SERVICE, INC	TEMP REPAIR OF LIFT STATION FOR PARADISE LAKES	25,089.63
RAILROAD MANAGEMENT CO	SEWER PIPE LINE CROSSING FEE	235.41
UNITED RENTALS (NORTH AMERICA)	SMALL TOWABLE LIGHT TOWER	264.36
US CELLULAR	MONTHLY SERVICE-2019-6-4	554.27
		<b>\$ 62,075.17</b>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONTRACT FEE-JUN 2019	1,912.42
BACKYARD SPORTS, LLC	SWIMMING LESSONS	485.00
HABITAT FOR HUMANITY OF SARPY COUNTY	LAND PURCHASE	12,522.43
		<b>\$ 14,919.85</b>

### FEDERAL FORFEITURES

JOHN E STUCK	INVESTIGATION EXPENSE	3,000.00
		<b>\$ 3,000.00</b>

<b>TOTAL CLAIMS FOR JUL 2, 2019</b>	<b>\$ 943,152.69</b>
<b>TOTAL PAYROLL FOR JUN 14, 2019</b>	<b>\$ 1,017,340.39</b>

**Susan Kluthe**

---

**From:** Jim Ristow  
**Sent:** Monday, June 24, 2019 11:09 AM  
**To:** Kyle Rhone  
**Cc:** Thomas Burns; thomasburns16@gmail.com; Susan Kluthe  
**Subject:** RE: Ordinance 3238

Kyle

I will put you on the agenda for the July 2nd meeting under Public Request to be Heard.  
Anything you have that You would like to be included in our agenda packet would be included for each Council Member prior to the meeting to better educate them of your request.

Thanks

Jim Ristow  
City of Bellevue  
City Administrator  
1500 Wall Street  
Bellevue, NE 68005  
402-293-3023

-----Original Message-----

**From:** Kyle Rhone <kbrhone@gmail.com>  
**Sent:** Sunday, June 23, 2019 2:25 PM  
**To:** Jim Ristow <jim.ristow@bellevue.net>  
**Cc:** Thomas Burns <thomas.burns@bellevue.net>; thomasburns16@gmail.com  
**Subject:** Ordinance 3238

Hello Mr. Ristow:

I am respectfully requesting an audience with the City Council for the July 2nd or 13th meeting. Please let me know what time the meeting starts as the city website reads usually starts at 6 PM.

Mr. Thomas Burns has worked with me unsuccessfully attempting to offer change to City Ordinance 3238. I wish to address the council concerning this ordinance and request that the city remove the registration fee requirement.

Thank you Sir for your kind attention to this matter. I look forward to hearing from you.

Respectfully,

Kyle Rhône  
501-707-7775

Sent from my iPhone

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	07/02/19	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
SUBMITTED BY:		LIQUOR LICENSE <input checked="" 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:

Application for Margaritas LLC dba "Los Tapatios Mexican Grill & Bar" for a Class "C" Liquor License to sell beer, wine, and distilled spirits at 3905 Twin Creek Drive, Bellevue and David Valadez as Manager

SYNOPSIS:

Recommendation to approve the application of Margaritas LLC dba "Los Tapatios Mexican Bar & Grill" for a Class "C" liquor license to sell beer, wine, and distilled spirits, on sale only, at 3905 Twin Creek Drive, Bellevue and for David Valadez as Manager

FISCAL IMPACT:

Yearly licensing fee of \$765

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

The application has been reviewed and feedback has been given (see attached Police, Planning & Clerk reports). Request Council recommendation to approve.

BACKGROUND:

Applications are sent directly to the Nebraska Liquor Control Commission by the applicant then forwarded on the City Clerk's Office by the Nebraska Liquor Control Commission. The Clerk publishes a hearing notice and the application is reviewed by the Police, Planning, and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for final approval (if there are no issues).

ATTACHMENTS:

- 1 Clerk's Report
- 2 Police Report
- 3 Planning Report

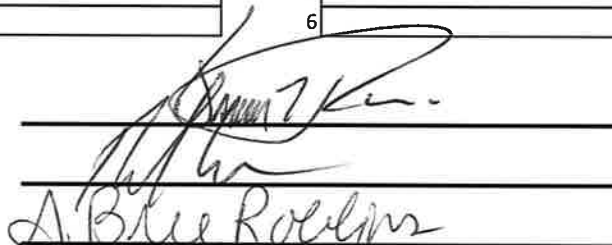
- 4 Application
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



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

**DATE OF CITY COUNCIL PUBLIC HEARING:** July 2, 2019

**DATE REPORT DUE TO CITY CLERK:** by noon on June 24, 2019

**APPLICANT:** Margaritas LLC. dba "Los Tapatios Mexican Grill & Bar"

**ADDRESS:** 3905 Twin Creek Drive, Bellevue

**REQUESTED ACTION:** Recommendation for Approval of a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Sale, 3905 Twin Creek Drive in Bellevue, replacing Ixtapa Mexican Grill Class "C" Liquor License

**BACKGROUND:** New Class "C" Liquor License Application

**IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE?** Yes

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

**EXISTING ZONING:** BG (General Business)

**WILL ZONING ALLOW A LIQUOR LICENSE?** Yes

**EXISTING LAND USE:** Commercial Strip Retail Center

**IS THE CURRENT USE NON-CONFORMING?** EXPLANATION:

**ADJACENT LAND USE AND ZONING:**

**NORTH:** Commercial, BG-PCO

**SOUTH:** Highway 370 right-of-way

**EAST:** Commercial, BG

**WEST:** Commercial, BG

**DISTANCE FROM SCHOOL (if applicable):** n/a

**DISTANCE FROM COLLEGE (if applicable):** n/a

**DISTANCE FROM CHURCH (if applicable):** n/a

**IMMEDIATE NEIGHBORHOOD/AREA LAND USES:**           This area is strictly a commercial  
area known as Twin Creek. It runs from 36<sup>th</sup> Street to 42<sup>nd</sup> Street along the north side of  
Highway 370. This area is a mix of retail, restaurants, and service-type businesses.

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

**ANALYSIS OF NEIGHBORHOOD EFFECTS:**

**TRAFFIC:**           There is no traffic impact expected.

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

**PEDESTRIAN:**           There is no pedestrian impact expected.

**NOISE:**           There is no noise impact expected.

**LIGHTING:**           There is no lighting impact expected.

**GENERAL COMMENTS:**           This is strictly a commercial area which would accommodate  
on sale liquor sales.



# LIQUOR LICENSE APPLICATION REPORT

## City Clerk

APPLICANT: Margaritas LLC dba Los Tapatios Mexican Grill & Bar

LOCATION/ADDRESS: 3905 Twin Creek Drive, Bellevue

REQUESTED ACTION: Recommendation for Approval of a Class "C" Liquor License to sell beer, wine, and distilled spirits, On & Off Sale, at 3905 Twin Creek Drive, in Bellevue, **AND** for David Valadez as manager.

DATE APPLICATION RECEIVED: 06/12/19

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 07/02/19

DATE ADVERTISED (not less than 7 nor more than 14 days): 06/19/19

### CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 0

Class B (Beer off sale only): 0

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

Class D (Alcoholic liquor, off sale only): 35

Class I (Alcoholic liquor on sale only): 31

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

Class X (Wholesale Liquor) 1

TOTAL 93



**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

<b>RECEIVED</b>	
JUN 07 2019	
<b>NEBRASKA LIQUOR CONTROL COMMISSION</b>	
Hot List: YES / NO	New/Replacing # 100679
Class Type C	123007 Initial AD

Applicant name Margaritas LLC dba Los Tapatios Mexican Grill & Bar

Trade name Los Tapatios Mexican Grill & Bar


Previous trade name n/a

Contact email address doug@mcbrok.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.

Misc Deposit 6/7/19 46

Office use only	PAYMENT TYPE CK #2139
AMOUNT:	\$400.00
Received:	bn

  
1900006872

**RECEIVED**

1. X 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. X Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. X 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. X 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. N/A If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. X 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. X If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. N/A Enclose a list of any inventory or property owned by other parties that are on the premises.
9. X 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. X Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. X 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

06-05-19  
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**

JUN 07 2019

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

**RETAIL LICENSE(S)**

Application Fee \$400 (nonrefundable)

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

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

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

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)  
Commission will call this person with any questions we may have on this application**

Name Douglas Morris, CPA

Phone number: 402-341-9441

Firm Name McFarlin & Brokke, PC

**PREMISES INFORMATION**Trade Name (doing business as) Los Tapatios Mexican Grill & BarStreet Address #1 3905 Twin Creek Dr., Ste. 101

Street Address #2 \_\_\_\_\_

City BellevueCounty SarpyZip Code 68123Premises Telephone number 402-403-2270Business e-mail address valadezaguiar@yahoo.comIs this location inside the city/village corporate limits: YES x NO \_\_\_\_\_

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

Name David ValadezStreet Address #1 7309 S 75th Ave

Street Address #2 \_\_\_\_\_

City La VistaState NEZip Code 68128**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

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

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

Building: length 39 x width 68 in feetIs there a basement? Yes \_\_\_\_\_ No x

If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes \_\_\_\_\_ No x

If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

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

\*10b.  
7/2/19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	July 2, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Susan Kluthe, City Clerk		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input checked="" type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input checked="" type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Application of R & J Enterprises, Inc. DBA "Jammers Pub" for a special Designated Liquor License

SYNOPSIS:

Recommend approval of R & J Enterprises, Inc. dba "Jammers Pub" a Special Designated Liquor License at 1505 Galvin Road South, for a beer garden at their Annual Luau, on Saturday, July 27, 2019 from 2:00 p.m to 2:00 a.m.

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

**R&J Enterprises, Inc (DBA - Jammers Pub)**

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

1505 Galvin Road South, Bellevue, NE 68123

Retail Liquor License Address or Non-Profit Business Address

I 79436

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): Jul 27,

Event Start Time(s):

2PM

Event End Time(s):

2 AM

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: Jammers Pub Parking Lot

Event Street Address/City: 1505 Galvin Road South, Bellevue, NE 68123

Indoor area to be licensed in length & width: \_\_\_\_ X \_\_\_\_

Outdoor area to be licensed in length & width: 60' X 35' (Diagram Form #109 must be attached)

Type of Event: Beer Garden - ANNUAL LUAW Estimate # of attendees: 100

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rick Corbin Event Contact Phone Number: 402-291-8282

Event Contact Email: Rick-Corbin@cox.net

\*Signature Authorized Representative:  Printed Name Richard D. Corbin

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

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

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

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JUN 19 2019

CITY CLERK

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

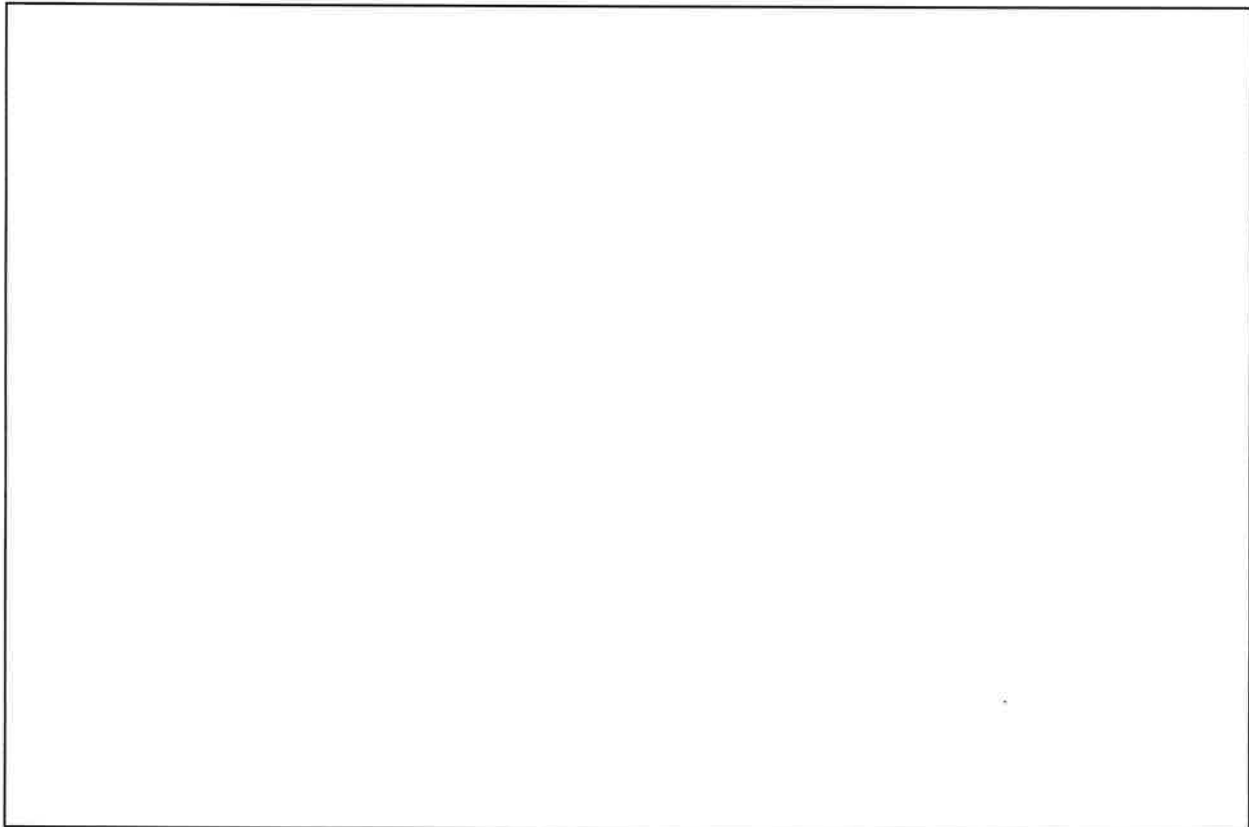


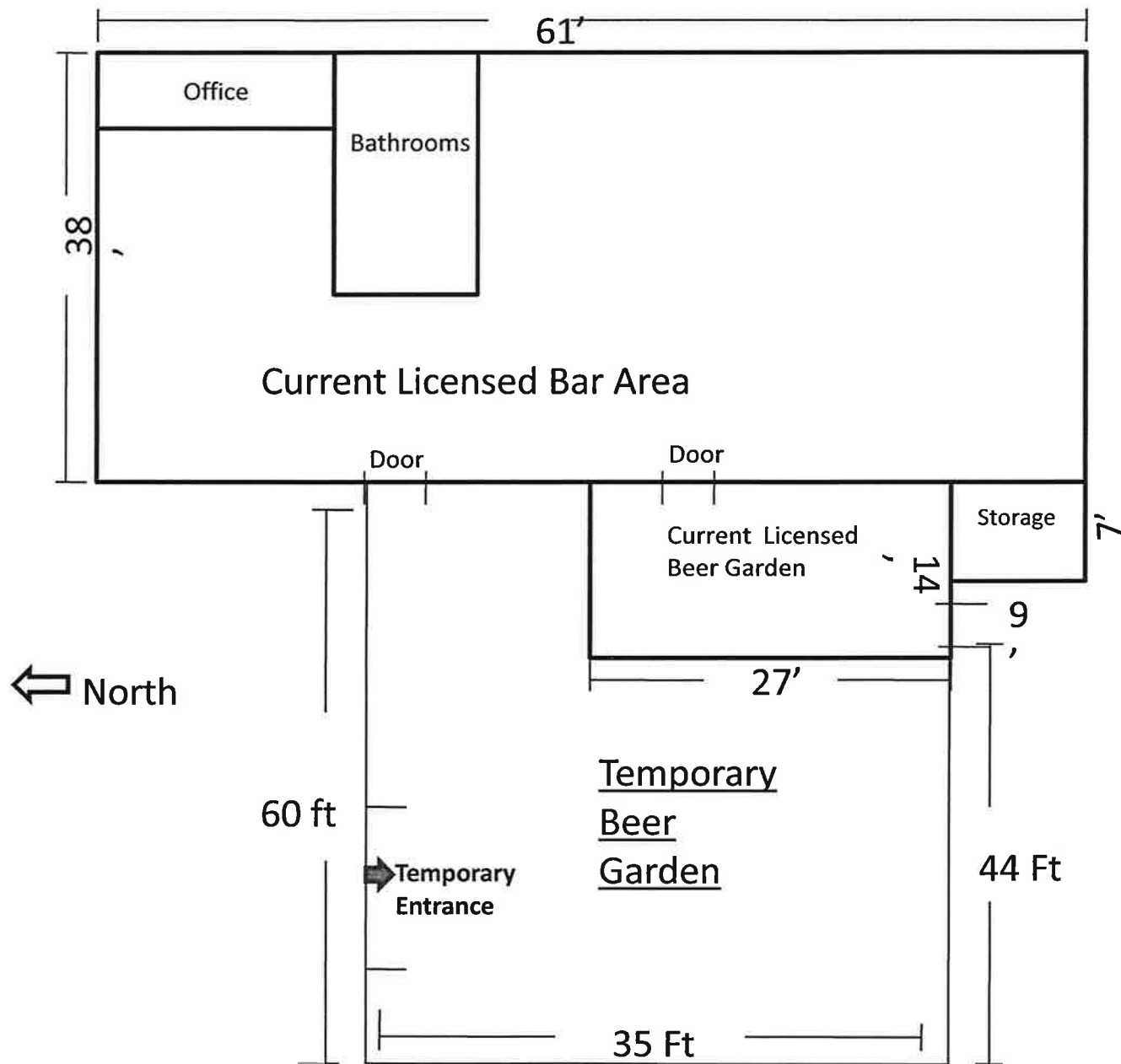
# **OUTDOOR AREA DIAGRAM**

HOW AREA WILL BE PATROLLED Door Security at Entrance

- 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:





**APPLICATION FOR A  
SPECIAL DESIGNATED LIQUOR LICENSE**

**POLICE REPORT**

DATE OF COUNCIL MEETING: 7.02.19 Due to City Clerk: 6.26.19  
APPLICANT: R & J Enterprises, Inc. dba "Jammers Pub"

LOCATION/ADDRESS: 1505 Galvin Road South

REQUESTED ACTION: Approval to recommend approving a Special Designated Liquor License at 1505 Galvin Road South, for a beer garden at their annual Luau Event, on Saturday, July 27, 2019 from 2:00 p.m. to 2:00 a.m.

**COMMENTS:**

Approved 6-26-19  
Capt [Signature]

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	July 2, 2019	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input checked="" type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Request to rezone Lot 1, Wood Replat from RS-72 to RD-60 to allow for construction of a duplex. Applicant: Paul Pignotti.  
Location: 7801 South 30th Street.

SYNOPSIS:

The applicant is requesting a change of zone in order to allow for construction of a duplex; the current RS-72 zoning allows only single-family residences.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

Paul Pignotti has requested approval of a change of zone from RS-72 to RD-60 to allow for the construction of a duplex on Lot 1, Wood Replat located at 7801 South 30th Street. The existing RS-72 zoning permits only single-family residences, while the requested RD-60 zoning allows both single-family and two-family residences provided there is at least 6,000 square feet of lot area per dwelling unit. This lot contains approximately 13,280 square feet. The Planning Department and Planning Commission have recommended denial of this request based on lack of compatibility with the surrounded neighborhood.

ATTACHMENTS:

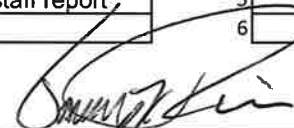


1	PC recommendation	4	
2	Planning Department staff report	5	
3	Proposed Ordinance	6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Paul Pignotti

LOCATION: 7801 South 30<sup>th</sup> Street

CASE #: Z-1905-02

CITY COUNCIL HEARING DATE: July 16, 2019

REQUEST: to rezone Lot 1, Wood Replat, from RS-72 to RD-60 for the purpose of duplex residential development.

On June 20, 2019, the City of Bellevue Planning Commission voted six yes, zero no, zero abstained, and three absent to recommend:

***DENIAL*** of the change of zone based upon the incompatibility with the existing single family residential development.

### VOTE:

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

Planning Commission Hearing (s) was held on: June 20, 2019

# **CITY OF BELLEVUE PLANNING DEPARTMENT**

## **RECOMMENDATION REPORT # 2**

**CASE NUMBER:** Z-1905-02

**FOR HEARING OF:**

**REPORT #1:** June 20, 2019

**REPORT #2:** July 16, 2019

### **I. GENERAL INFORMATION**

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

Paul Pignotti  
3701 Joann Avenue  
Bellevue, NE 68123

#### **B. PROPERTY OWNER:**

Classic Refrigeration  
c/o Paul Pignotti  
P.O. Box 818  
Bellevue, NE 68005

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

7801 South 30<sup>th</sup> Street

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

Lot 1, Wood Replat, located in the Southeast ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTION:**

Rezone Lot 1, Wood Replat, from RS-72 to RD-60.

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

RS-72, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning to allow for the construction of a duplex.

**H. SIZE OF SITE:**

The site is approximately .29 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant. Previously, there was a single family residence on the property. This residence was torn down by the city after being destroyed by fire.

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

1. **North:** Single Family Residential, RS-72
2. **East:** Single Family Residential, RS-72
3. **South:** Single Family Residential, RS-72
4. **West:** Single Family Residential, RS-72

**C. REVELANT CASE HISTORY:**

On June 20, 2019, the Planning Commission recommended denial of a request to rezone Lot 1, Wood Replat, from RS-72 to RD-60 for the purpose of duplex residential development.

**D. APPLICABLE REGULATIONS:**

Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this property as single family residential.

**B. OTHER PLANS:**

This property is large enough to be replatted into two lots if rezoned to the RD-60 zoning district.

**C. TRAFFIC AND ACCESS:**

1. There is no traffic data available for this area.
2. The property could have access from either South 30<sup>th</sup> Street or McCorkindale Avenue.

**D. UTILITIES:**

All utilities are available to this property.

**E. ANALYSIS:**

1. Paul Pignotti has submitted a request to rezone Lot 1, Wood Replat, for the purpose of allowing a duplex.
2. This property is presently zoned RS-72. The intent of the RS-72 zoning district is to permit single family residential developments on medium sized lots, while the intent of the RD-60 zoning district is to permit single family and two family residential developments on smaller sized lots.

3. The applicant desires to sell the property to a buyer who wants to construct a duplex.

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

No comments were received on this case.

5. The Future Land Use Map of the Comprehensive Plan designates this area as single family residential.

6. The applicant has provided several addresses of existing duplexes nearby. They are as follows:

- 2803-2807 Irene Street
- 2717 Irene Street
- 2802-2804 Sandra Street
- 2713 Bonnie Street
- 8004 Sarpy Avenue



The addresses on Irene Street and Sandra Street are part of an RG-50 zoning district, where duplexes are a permitted use. Please refer to the attached zoning map to view these duplexes in relation to the applicant's property.

The duplexes located at 2713 Bonnie Street and 8004 Sarpy Avenue are considered legal non-conforming. They are both zoned RS-72, and were constructed in 1969. These duplexes were likely constructed while this area was under Sarpy County's jurisdiction.

7. Staff does not believe the requested RD-60 zoning is compatible with the immediate neighborhood. This property is presently surrounded by RS-72 zoning and single family residences. Rezoning this particular lot would be considered spot zoning, which is not desirable planning practice.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

DENIAL of the change of zone based upon the incompatibility with the existing single family residential development.

**V. PLANNING COMMISSION RECOMMENDATION**


DENIAL of the change of zone based upon the incompatibility with the existing single family residential development.

**VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Letter from the applicant received May 10, 2019
4. Zoning Map showing nearest RG-50 zoning
5. Letter received June 12, 2019 from Dana Olson in opposition
6. Email received June 17, 2019 from Marlene Godfroy
7. Email received June 17, 2019 from Adam and Stacy Dinslage
8. Email received June 20, 2019 from Donald Kinsella and Mark Wilsey

**VII. COPIES OF REPORT TO:**

1. Paul Pignotti
2. Public Upon Request

  
Prepared by:

  
Planning Director

  
Date of Report

# Lot 1 Wood Replat Zoning Map



## Location

Location

## Legend

Road Centerlines

2018 Aerial Photo

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



1: 1,661

0 69 138 277  
Feet

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

Sarpy County GIS

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





# Lot 1 Wood Replat Zoning Map



## Location

## Legend

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



1: 830

0 35 69 138  
Feet

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

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

2

I am currently in the process of trying to sell my lot located at 7801 S 30th Street. I am requesting re-zoning of this lot to Multi-Family because I believe it is well suited for a duplex. The lot measures 125.5' X approximately 105.4, which gives it a total of at least 13,227 (13,278 by county records, see attached) well above the 12,000 sq. ft. required for a duplex.

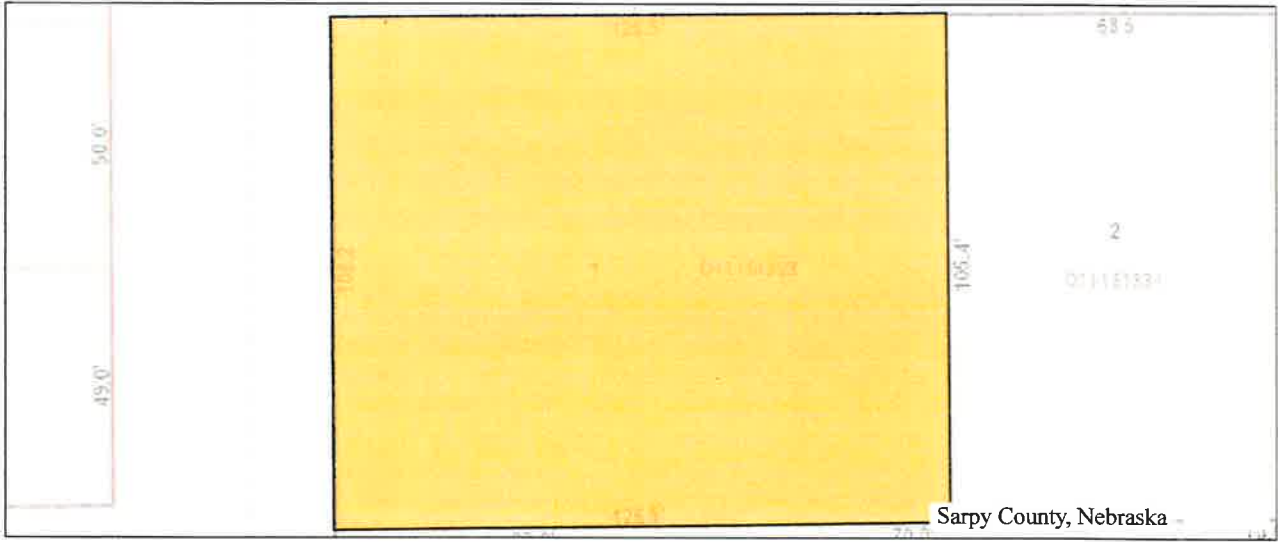
Before the new power poles/lines were installed last year, I had some interested parties for the lot for single family residence, but since then, most inquiries have been interested in building a residential duplex on the site. I feel a duplex or dual occupancy type of home would fit well on this lot and be an improvement to the surrounding neighborhood.

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MAY 10 2019

PLANNING DEPT.

GIS Information



Voting Information

- Voting Precinct: 18

State Senate: District 3

City Ward: Bellevue Ward 5

Public Service Commission: District 3

OPPD: District 3

Metro Community College: District 5

Board of Regents: District 4

Learning Community: District 5
- US House of Representatives: District 1

County Commissioner: District 3

Nebraska Supreme Court: District 4

Papio NRD: District 11

MUD: MUD

Board of Education: District 4

School District: Omaha, District 8

Levy Information

Levy Information 2018

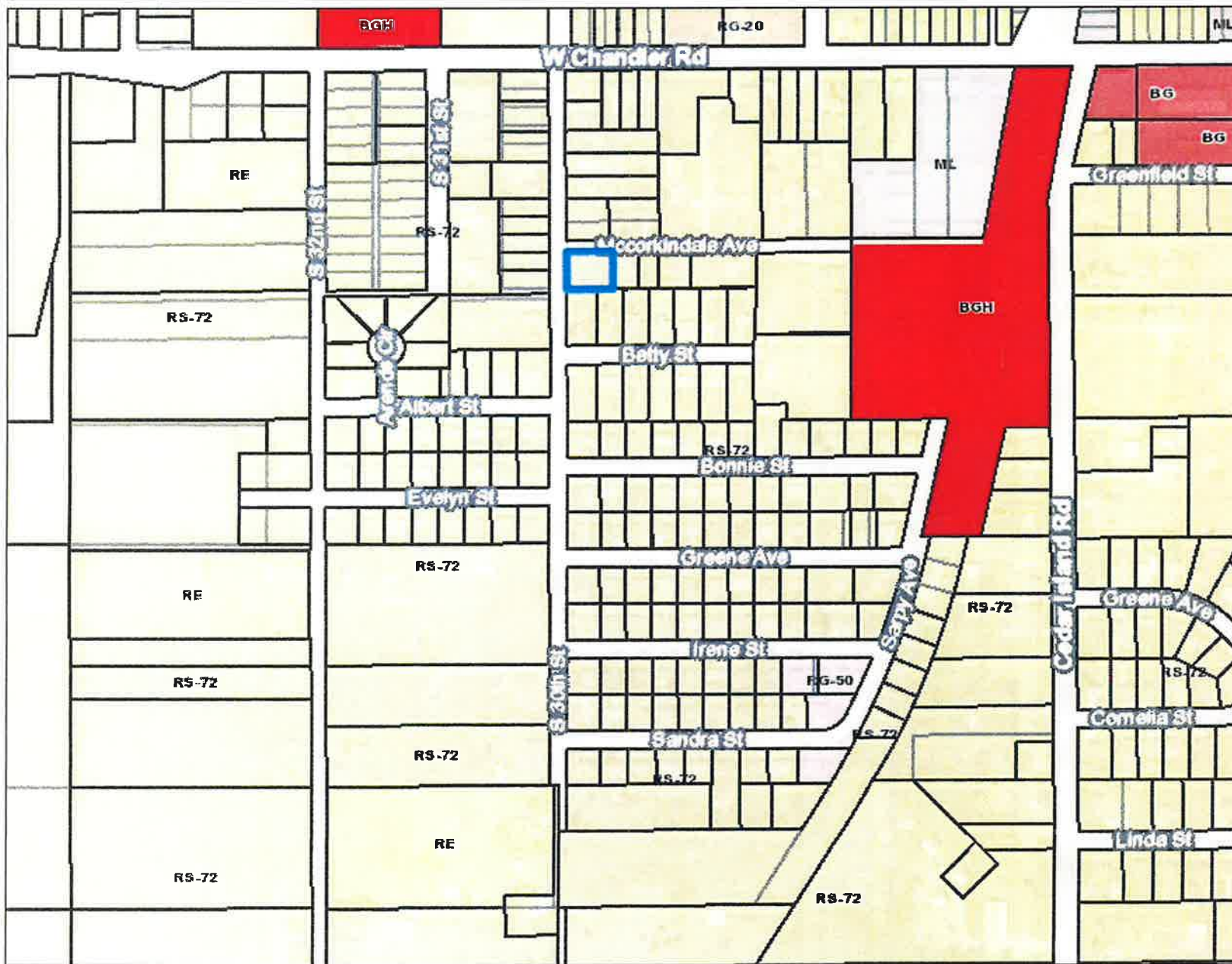
[View Past Levy Information](#)

Fund	Description	Levy
1	COUNTY LEVY	0.2969
102	OMAHA SCHOOL DIST-01	1.082526
104	OMAHA SCH-01 BOND	0.162483
202	LEARN COM-ELEM LEARNING	0.01625
401	BELLEVUE CITY	0.418553
402	BELLEVUE CITY BOND	0.191447
501	PAPIO NATURAL RESRCE	0.030852
502	PAPIO NRD BOND	0.006742
701	MUD	0
801	METRO COMMUNITY COLL	0.095
901	AGRICULTURAL SOCIETY	0.002742
1019	ED SERVICE UNIT 19	0.015
	Total Levy	2.318495

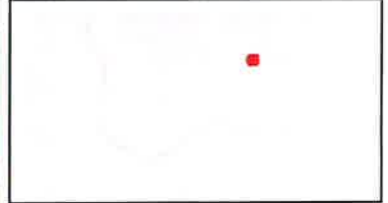
RECEIVED  
MAY 10 2019  
PLANNING DEPT.



# Zoning Map showing nearest RG-50 zoning



## Location



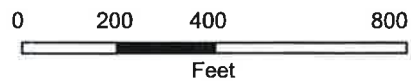
## Legend

Road Centerlines  
2018 Aerial Photo

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



1: 4,800



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](http://maps.sarpy.com)

I received a letter in the mail today about to rezone a lot at 7801 South 30th St. I am against rezoning the lot for a duplex. The lot looks like it's too small, also the house next door would be too close to the duplex. I don't want it across the street from my house, there is enough traffic on the street already.

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JUN 12 2019

PLANNING DEPT.

Dana L. Olson

7736 South 30th St.

Bellevue NE 68147



## Tammi Palm

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**From:** Marlene Godfroy <mkgodfroy@msn.com>  
**Sent:** Sunday, June 16, 2019 8:19 PM  
**To:** Tammi Palm  
**Subject:** 7801 So 30th Street

I am against the rezoning of Case #Z-1905-02 applicant Paul Pignotti.

I feel this will not work for our neighborhood, there is no parking available on 30th street and McCorkingdale is an one lane street.

Thank you and please forward this to the City Council.

Marlene Godfroy  
2912 Betty St  
Bellevue, NE 68147  
402 734-3903

RECEIVED  
JUN 17 2019  
PLANNING DEPT.

## Tammi Palm

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**From:** Adam Dinslage <adam.dinslage@gmail.com>  
**Sent:** Sunday, June 16, 2019 6:47 PM  
**To:** Tammi Palm  
**Subject:** Case # Z-1905-02: Do not Rezone Lot 1 at 7801 South 30th Street

Ms. Palm

My wife and I are residents of 2916 Betty Street, the lot adjacent to 7801 South 30th Street. It has come to our attention that you wish to rezone this area from a single family Residential lot to a Duplex Lot. We vehemently oppose such action.

We were not given fair notice of the lot rezoning. We discovered through one of our neighbors that one person was gathering signatures on the morning of Saturday, June 15th. We were not home and did not receive any supplemental information regarding the potential zone change, nor of the petition. If there is any entry under our address, disregard it and consider it fraudulent. Further, we do not know what the person gathering signatures said or did in their pitch to gain signatures. Please take this into account when you evaluate the legitimacy of this petition.

We have not been told what the plans are for such a building. Any driveways on the corner of McCorkindale and 30th St present a safety concern. The area sits on the crest of a hill, and is a significant blind spot in an area that often hosts many kids playing on the sidewalks and sometimes riding bikes in the streets. Winter travel on 30th Street is hazardous, and there is only enough room for spare parking. Adding a Duplex only invites more cars onto the streets, thus limiting the effectiveness of the snow plows.

My wife and I have invested heavily into our home. We do not want to have a duplex and the subsequent headaches and problems associated with it in our neighborhood.

Thank you for your time and consideration.

Best regards,

Adam and Stacy Dinslage  
2916 Betty Street

RECEIVED  
JUN 17 2019  
PLANNING DEPT.

## Tammi Palm

---

**From:** Donald Kinsella <donkinsella05@gmail.com>  
**Sent:** Thursday, June 20, 2019 5:55 PM  
**To:** Tammi Palm  
**Subject:** Case #: Z-19-05-02

Dear council members,

I am e-mailing you on behalf of Mr. Mark Wilsey who lives adjacent to the property on the corner of S 30th Street & McCorkindale Ave. He has lived at his home, that he built himself, for over 30 years.

Mr. Wilsey had also worked for the city of Bellevue for over 25 years and has extensive knowledge of the area not only as a resident but as someone who has worked on every street in the city.

Mr. Wilsey has many concerns with the possibility of rezoning this lot. One problem is the fact the McCorkindale is a substandard road that at one point is only 17' wide, simply cannot handle the added traffic of a multifamily dwelling. Another issue that he sees the neighborhood will face is parking. There is no parking on 30th St. Any overflow will inevitably park McCorkindale which is already too narrow.

One of the biggest concerns is the property values in the neighborhood being significantly impacted in a negative way.

We hope you take these points into consideration when deciding to rezone this lot.

Sincerely,  
Donald Kinsella & Mark Wilsey

RECEIVED  
JUN 20 2019  
PLANNING DEPT.

ORDINANCE NO. 3951

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 7801 SOUTH 30<sup>TH</sup> STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Wood Replat, located in the Southeast  $\frac{1}{4}$  of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From RS-72 (Single Family Residential, 7,200 Square Foot Zone) to RD-60 (Duplex Residential, 6,000 Square Foot Zone).

(Paul Pignotti)

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

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

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	July 2, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

## SUBJECT:

Request to amend Section 5.20 of the Bellevue Zoning Ordinance regarding the permitted number of full-time practitioners in a medical clinic in the BN Neighborhood Business district. Applicant: City of Bellevue Planning Department (at the request of the Planning Commission).

## SYNOPSIS:

The BN Neighborhood Business zoning district allows medical clinics as a permitted use, but has a limit of two practitioners in any one building. The proposed amendment would change the limit to four full-time practitioners.

## FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

## PROJECT # &amp; TRACKING INFORMATION:

N/A

## RECOMMENDATION:

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

## BACKGROUND:

The Planning Commission recently heard a request for a change of zone from BN to BG in order to allow a medical office with up to four full-time practitioners to locate in an existing building. While the Commission was not opposed to the medical office, it was concerned about changing the zoning classification on the lot due to the additional uses allowed in the BG zoning district and its proximity to residential uses. The Planning Commission requested that the Planning Department prepare a text amendment to allow additional practitioners in the BN zoning district, which currently only permits two in any building. The Planning Commission felt that such an amendment was appropriate because dental offices do not have a limit on the number of practitioners in the BN district.

## ATTACHMENTS:

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

4	
5	
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## SIGNATURES:

ADMINISTRATOR APPROVAL: FINANCE APPROVAL: LEGAL APPROVAL: 

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: #153

CITY COUNCIL HEARING DATE: July 16, 2019

REQUEST: To amend 5.20, City of Bellevue Zoning Ordinance, regarding the number of full-time practitioners allowed in a medical clinic in the BN (Neighborhood Business) zoning district.

On June 20, 2019, the City of Bellevue Planning Commission voted six yes, zero no, zero abstained, and three absent to recommend:

***APPROVAL*** of the amendment as presented.

VOTE:

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

Planning Commission Hearing (s) was held on: June 20, 2019



## City of Bellevue

Office of the Planning Department

# MEMORANDUM

TO: City Council  
Mayor Hike  
City Administrator Jim Ristow  
FROM: Tammi Palm, Land Use Planner  
DATE: June 25, 2019  
RE: Amendment to Section 5.20, BN Zoning District

Section 5.20 of the BN (Neighborhood Business) zoning district allows for medical clinics limited to two practitioners in any one building. This regulation was discussed at the May 23, 2019 Planning Commission meeting as part of a rezoning request for Remedy Health. During that discussion, there was an overall consensus the language should be amended to allow for four medical practitioners in any one clinic. This was largely due to the fact dental clinics are allowed in the BN zoning district with an unlimited amount of practitioners.

As a result of that conversation, staff is recommending the following amendment to Section 5.20:

EE. Medical clinics established to provide service to the inhabitants of the local neighborhood and limited to ~~two~~ **four full-time** practitioners in any one building.

This amendment would not regulate part-time practitioners; focusing only on full-time practitioners.

### **PLANNING DEPARTMENT RECOMMENDATION:**

APPROVAL of the amendment as presented.

### **PLANNING COMMISSION RECOMMENDATION:**

APPROVAL of the amendment as presented.

**O**RDINANCE NO. 3952

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

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

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

**Section 5.20 BN Neighborhood Business District**

**5.20.01 Intent.** This zone is designed to provide for limited commercial uses serving the common and frequent needs of residents of the immediate vicinity.

**5.20.02 Permitted Uses:**

1. Retail and service stores and offices of the following small store types (not to exceed 7,500 sq. ft. floor area), provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
  - A. Accounting, billing and tax preparations services.
  - B. Animal hospital
  - C. Apparel store, tailor shops, dressmaker.
  - D. Art gallery.
  - E. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
  - F. Bank, Savings and Loan Association.
  - G. Barber, beauty shops.
  - H. Book store.
  - I. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
  - J. Child Care Center.
  - K. Convenient Store without fuel sales.
  - L. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
  - M. Dental Clinics
  - N. Drug or drug-variety store.
  - O. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
  - P. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
  - Q. Dry good store.
  - R. Florist shop
  - S. Frame shop.
  - T. Furniture (specialty) shops.
  - U. Garden supply, commercial greenhouses, nursery stock sales yards.
  - V. General office uses.
  - W. Gift and card shop.
  - X. Grocery, supermarket.
  - Y. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
  - Z. Hobby and craft store.
  - AA. Interior design firms.
  - BB. Jewelry store.
  - CC. Laundry (self-service automatic) of not more than 30 washing units.
  - DD. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
  - EE. Medical Clinics established to provide service to the inhabitants of the local neighborhood and limited to four full-time practitioners in any one building.
  - FF. Music store, music studio.
  - GG. News and tobacco store.
  - HH. Paint, wallpaper, drapery and floor covering store.
  - II. Photographer, artist, photo finishing, and camera store.
  - JJ. Real estate sales office.
  - KK. Restaurant (Limited).
  - LL. Shoe repair shop.



- MM. Shoe store.
- NN. Television, radio and small appliance repair.
- OO. Toy and sporting goods store.
- PP. Variety store.

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

**5.20.03 Conditional Uses:**

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

**5.20.04 Permitted Accessory Uses:**

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

**5.20.05 Space Limits:**

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

**5.20.06 Miscellaneous Provisions:**

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

**S**ection 2. That Sections 5.20 and 5.21 of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

**S**ection 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	07-02-19	AGENDA ITEM TYPE:
SUBMITTED BY:  Councilman Pat Shannon	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:

Pay Raise for the Mayor and City Council

SYNOPSIS:

Pay Raise of \$6,000 per year for the Mayor and members of the City Council

FISCAL IMPACT:

\$42,000

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approval of Ordinance No. 3953

BACKGROUND:

It has been years since these elected officials have seen a pay raise and their compensation has fallen far behind what is reasonable as compared to Council-members in Omaha & Lincoln

ATTACHMENTS:

1	Ordinance - Red-lined & Final
2	
3	

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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:


ORDINANCE NO. 3953

AN ORDINANCE TO AMEND THE SALARY AND COMPENSATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE NEBRASKA; TO REPEAL ORDINANCE NO. 3843 AND TO DECLARE AN EFFECTIVE DATE.

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

Section 1. Commencing with the terms beginning on or after ~~December 12, 2016,~~ December 1, 2020, the Mayor and City Council members shall receive for their salaries and compensation the following amounts:

Mayor	\$ <del>1723</del> ,000.00 per annum
Council Council Members	\$ <del>117</del> ,000.00 per annum

Section 2. In addition to the salaries established in Section 1 of this Ordinance, the Mayor and City Council members shall be entitled to purchase the same benefits for health and dental care coverage that is currently offered to the City's department heads and directors, and the purchase of such coverage by any member of the Council or the Mayor shall not be an expense to the City.

Section 3. The salaries of the Mayor and City Council shall be paid in such sums, at such intervals and in such manners as may be determined by the City Council.

Section 4. That Ordinance No. ~~3560~~ 3953 and all other ordinances in conflict herewith are hereby repealed.

Section 5. That this Ordinance shall be in full force and take effect on ~~December 12, 2016,~~ December 1, 2020.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF BELLEVUE

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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

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

ORDINANCE NO. 3953

AN ORDINANCE TO AMEND THE SALARY AND COMPENSATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE NEBRASKA; TO REPEAL ORDINANCE NO. 3843 AND TO DECLARE AN EFFECTIVE DATE.

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

Section 1. Commencing with the terms beginning on or after December 1, 2020, the Mayor and City Council members shall receive for their salaries and compensation the following amounts:

Mayor	\$23,000.00 per annum
Council Council Members	\$17,000.00 per annum

Section 2. In addition to the salaries established in Section 1 of this Ordinance, the Mayor and City Council members shall be entitled to purchase the same benefits for health and dental care coverage that is currently offered to the City's department heads and directors, and the purchase of such coverage by any member of the Council or the Mayor shall not be an expense to the City.

Section 3. The salaries of the Mayor and City Council shall be paid in such sums, at such intervals and in such manners as may be determined by the City Council.

Section 4. That Ordinance No. 3953 and all other ordinances in conflict herewith are hereby repealed.

Section 5. That this Ordinance shall be in full force and take effect on December 1, 2020.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF BELLEVUE

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a.  
7/2/19

COUNCIL MEETING DATE:	07/02/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Finance Director CDBG Program Administrator		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input checked="" type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Public Hearing for Draft 2019-2023 Consolidated Plan & 2019 Action Plan

SYNOPSIS:

The City has prepared the draft CDBG 2019-2023 Consolidated Plan outlining the goals and priorities for entitlement funding during the next five years and the 2019 Action Plan outlining the projects for FY2019 to meet the goals and priorities. HUD requires a public hearing to present the proposed plans and obtain public comment.

FISCAL IMPACT:

\$355,531 in 2019 CDBG entitlement allocation and \$125,000.81 in reallocated funds from previous allocations.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☒ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

The City receives annual entitlement grant funds from CDBG reimbursed as funds are expended. Entitlement funds do not require match funding.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	*Projects will be named and coded following Council and HUD approval	
	Expected Start Date:	01/01/2020	Expected End Date: 12/31/2020
	CIP Project Name:		
	MAPA # and Name:		
	Street District # and Name:		
Finance	Distribution Code:	CDBG-191901, ect.	
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	
	GL Account #:	GL Account Name:	

RECOMMENDATION:

Open the public hearing to obtain comments on the draft plans. No action will be taken at this meeting.

BACKGROUND:

As an entitlement community for Community Development Block Grant (CDBG) funds, the City is required to prepare a five-year Consolidated Plan that outlines the priorities and goals for CDBG funding and an Annual Action Plan that outlines the specific projects that will be funding during the next fiscal year to meet the priorities and goals. An application cycle was held and following eligibility review by staff, the CDBG Committee reviewed each application, held a public hearing, and prepared a funding recommendation which is included in the Action Plan (see attachment). The Notice of Availability & Public Hearing for the draft plans was published June 12, 2019. The Plans will be presented for final approval during the July 12<sup>th</sup> council meeting.

ATTACHMENTS:

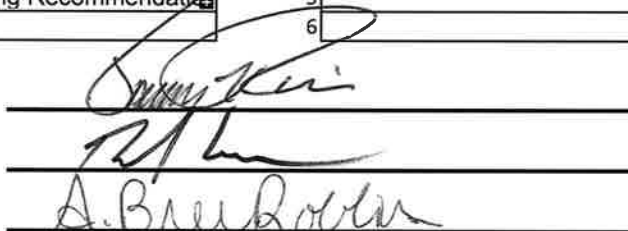
1	Consolidated Plan Priorities/Goals	4	
2	Action Plan Funding Recommendation	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



## 2019-2023 CONSOLIDATED PLAN PRIORITIES & GOALS

<p><b>1. Priority Need Name: Encourage Economic Development through Business Development and Job Creation – HIGH</b></p>
<ul style="list-style-type: none"> <li>a. Increase rehabilitation of existing commercial building               <ul style="list-style-type: none"> <li>i. Provide assistance to building owners to address code violations, infrastructure requirements, and façade improvements</li> </ul> </li> <li>b. Increase employment opportunities               <ul style="list-style-type: none"> <li>i. Provide assistance for the development of new business and the expansion of existing businesses</li> <li>ii. Review available employment opportunities and work with businesses to develop and implement job training to fill existing openings</li> </ul> </li> <li>c. Expand accessibility and Availability of transportation               <ul style="list-style-type: none"> <li>i. Continue to work with community partners to identify areas of need for transportation options</li> </ul> </li> </ul>
<p><b>2. Priority Need Name: Improve and Expand Available and Accessible Public Infrastructure and Buildings. – HIGH</b></p>
<ul style="list-style-type: none"> <li>a. Improve existing public facilities               <ul style="list-style-type: none"> <li>i. Support revitalization efforts for public facilities to create economic development opportunities</li> <li>ii. Support project that provide leveraging funds to increase impact of project</li> </ul> </li> <li>b. Reverse deterioration in existing neighborhoods               <ul style="list-style-type: none"> <li>i. Provide assistance to remove barriers to accessibility</li> <li>ii. Address public facilities that are not up to existing standards to create sustainable neighborhoods</li> </ul> </li> </ul> <p><i>AFFH GOAL - Identify prospects to address Bellevue's aging infrastructure and necessary updates to ensure all residents have accessibility to services.</i></p> <ul style="list-style-type: none"> <li>i. <i>Work with the City of Bellevue ADA Committee to review current status of ADA Transition plan and infrastructure needs in the community along with identifying funding sources for assistance.</i></li> <li>ii. <i>Develop programs and assistance to address housing accessibility modification needs.</i></li> </ul>
<p><b>3. Priority Need Name: Increase Housing Availability and Sustainability – HIGH</b></p>
<ul style="list-style-type: none"> <li>a. Sustain the current available housing stock               <ul style="list-style-type: none"> <li>i. Provide assistance to low- and moderate-income homeowners to assist make affordable any necessary repairs that put health and safety at risk.</li> </ul> </li> <li>b. Increase the development of affordable housing units               <ul style="list-style-type: none"> <li>i. Support efforts to increase affordable housing units through acquisition and rehabilitation.</li> <li>ii. Review options of infill development utilizing vacant lots and reducing vacant building blight.</li> <li>iii. Assist community partners with efforts to address housing needs of elderly, disable,</li> </ul> </li> </ul>

small families, and at-risk low- and moderate-income individuals and families

*AFFH Goal: Increase affordable housing opportunities to expand housing choice by increasing quality and quantity of affordable housing units and the number of participating landlords in the jurisdiction.*

- i. *Research partners and funding sources to conduct a housing market study for the community and identify opportunities to use the study to enhance development and developer partnerships*
- ii. *Review possible developer incentives to increase development of affordable housing and meet with necessary partners to develop, prepare and adopt incentives.*
- iii. *Determine prospects to increase the available funding and programs for housing rehabilitations programs in the community.*
- iv. *Work with City officials and departments to review current criteria for determining city project need to include accessibility and housing issues.*

*AFFH Goal: Identify opportunities to safeguard current and future zoning ordinances to encourage the development of affordable housing stock as well as utilize occupancy requirements that do not hinder fair housing choice.*

- i. *Work with local planning department to review current land zoning and develop proposal to increase multi-family zoning.*
- ii. *Increase infill development opportunities by reviewing regulations and best practices to identify possible changes to the current regulations and develop proposals.*
- iii. *Research opportunities to increase the percentage of newly constructed housing units that are affordable and accessible to people with disabilities.*

*AFFH Goal: Increase homeownership opportunities through financial literacy and promoting equitable access to credit and home lending.*

- i. *Identify partners, specifically lending agencies, to assist with reviewing current lending concerns to identify areas of opportunities for education and assistance.*
- ii. *Enhance educational materials and expand distribution and availability of materials.*

#### **4. Priority Need Name: Increase and Expand Public Service Availability – LOW**

- a. Increase and expand public services that address resident needs
  - i. Identify community partners and support efforts to create or expand public services that support identified needs in the community, including, but not limited to elderly, disabled, mental health, senior, and crime awareness services.

*AFFH Goal: Increase the overall knowledge and understanding of fair housing with the community's developers, real estate professionals, financial institutions, elected officials and residents.*

- i. *Identify interested partners to facilitate fair housing workshops for landlords and housing providers*
- ii. *Share and distribute fair housing information for renters.*
- iii. *Work with local multi-family housing providers to provide information and education about fair housing to managements officials and tenants.*

*AFFH Goal: Provide opportunities to alter the perceptions of community exclusion and diffuse opposition to affordable housing through knowledge and education.*

- i. *Research proactive marketing strategies to enhance community image and identify community stakeholders to assist with development of community strategies to propel movement forward.*
- ii. *Identify possible funding sources to assist with marketing strategies specific for the community.*

**5. Priority Need Name: Administration of CDBG Program - HIGH**

- a. Administration of the CDBG programs.



## 2019 ACTION PLAN FUNDING RECOMMENDATION

Applicant/Project	Requested Funding	Recommended Funding
<b><i>Acquisition/Demolition</i></b>		
<b>Habitat for Humanity of Sarpy County – 2020 Land Purchase</b> Request funding to purchase on or more plots of land for the development of affordable housing. The lots will be in city limits of Bellevue and assist with the 2020 home build project.	\$ 50,000.00	\$ 22,000.00
<b>Habitat for Humanity of Sarpy County – 2020 Demolition Assistance</b> Request funding to assist with demolition of condemned and/or blighted houses affected by flooding in Bellevue and Sarpy County.	\$ 150,000.00	\$ -
<b><i>Public Facilities and Improvements</i></b>		
<b>City of Bellevue – Chandler Hills Paving Improvement and Reconstruction Project</b> Request funding for the removal and reconstruction of the pavement, installation of curb and gutter, and replacement of the guardrail on 17 <sup>th</sup> Street between Sydney Street and Josephine Street.	\$ 320,200.00	\$ 260,631.81
<b>City of Bellevue – Washington Park Improvement</b> Request funding for park improvements including installation of ADA sidewalks, curb ramps, and paths; play structure replacement and improvement with ground covering, and picnic shelter.	\$ 114,900.00	\$ 114,900.00
<b><i>Housing</i></b>		
<b>Housing Foundation of Sarpy County – Capacity Building and Development</b> Request funding to complete capacity building for the Foundation in preparation of the conversion of 51 units of public housing to the Foundation. All units are located within Bellevue city limits.	\$ 50,000.00	\$ 10,000.00
<b><i>Public Services</i></b>		
<b>Bellevue Junior Sports Association – Sports Participation Assistance Program</b> Request funding to offer a participation assistance for registration and equipment fees to low- and moderate-income households within city limits. Assistance will be open to all sports programs offered by application.	\$ 8,000.00	\$ 8,000.00
<b>Heartland Family Service – Housing Navigation Program</b> Request funding to provide housing navigation services, supportive services and assistance with employment and	\$ 39,780.00	\$ 15,000.00

income support to those in Bellevue at imminent risk of homelessness		
<b><i>Economic Development</i></b>		
<b>MRJC Holdings, LLC – One01 Mission Building</b> Request funding to assist with façade improvements including window replacement at the building on the corner of Franklin Street and Mission Street in Olde Towne Bellevue.	\$ 57,500.00	\$ -
<b><i>Administration and Planning</i></b>		
<b>City of Bellevue - Administration</b> Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	\$ 50,000.00	\$ 50,000.00
<b><i>Total CDBG Funding</i></b>		
	<b>\$ 840,380.00</b>	<b>\$ 480,531.81</b>

14b.  
7/2/19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	July 2, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Susan Kluthe, City Clerk		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input checked="" type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

P/H: Event License Application - Victory Riding Academy for an event in Haworth Park

SYNOPSIS:

The Victory Riding Academy is hosting free horseback rides, games, food, and entertainment for military personnel and first responders on September 21st (set up on September 20 & 21) and rain date September 22nd in Hastings Banner Park from 10:00 a.m. to 2:00 p.m.

FISCAL IMPACT:

\$50 Event License Fee

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve Event License Application for Victory Riding Academy to host free event offering horse rides, games, food and entertainment to honor military and first responders and their families at Hastings Banner Park on Saturday, September 21st from 10:00 a.m. to 2:00 p.m. (set up on September 20 & 21) and rain date September 22nd

BACKGROUND:

Victory Riding Academy is sponsoring this event in Haworth Park to honor military personnel, first responders, and their families.

ATTACHMENTS:



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

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

**City of Bellevue  
City Clerk  
1500 Wall Street  
Bellevue, NE 68005  
(402) 293-3007**

☒ Police Department  
☒ Captain Stukenholtz  
☐ Sgt. Larry Lampman

☐ Parks Department  
☐ Jim Shada  
☐ Mark Blackburn

☐ Streets Department  
☐ Bobby

☐ Public Works Department  
☐ Jeff Roberts

FROM: Susan Kluthe

DATE: June 13, 2019

SUBJECT: Request for an Event License Application for Victory Riding Academy is hosting free horseback rides, games, food, and entertainment for an event in Haworth Park for military personnel and first responders and their families, on Saturday, September 21, 2019, from 10:00 a.m. to 2:00 p.m. (set up on September 20<sup>th</sup> from 9:00 a.m. to 8:00 p.m. & September 21<sup>st</sup> from 7:00 a.m. to 10:00 a.m.), Rain date is Sunday, September 22<sup>nd</sup>.

Please make comments on the above request and return to Susan Kluthe, by, **June 26, 2019**. I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly.

☒ Comments

☐ No Comments

We have no issues with the proposed Banner Park location.

Capt. DG Stukenholtz

6-26-19

Signature or Fill in Your Name

Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

City of Bellevue  
City Clerk  
1500 Wall Street  
Bellevue, NE 68005  
(402) 293-3007

☐ Police Department  
☐ Captain Stukenholtz  
☐ Sgt. Larry Lampman

☐ Parks Department  
☐ Jim Shada  
☐ Mark Blackburn

☒ Streets Department  
☒ Bobby

☐ Public Works Department  
☐ Jeff Roberts

FROM: Susan Kluthe

DATE: June 13, 2019

SUBJECT: Request for an Event License Application for Victory Riding Academy is hosting free horseback rides, games, food, and entertainment for an event in Haworth Park for military personnel and first responders and their families, on Saturday, September 21, 2019, from 10:00 a.m. to 2:00 p.m. (set up on September 20<sup>th</sup> from 9:00 a.m. to 8:00 p.m. & September 21<sup>st</sup> from 7:00 a.m. to 10:00 a.m.), Rain date is Sunday, September 22<sup>nd</sup>.

Please make comments on the above request and return to Susan Kluthe, by, **June 26, 2019**. I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly.

☐ Comments

☒ No Comments

STREET DEPT HAS NO ISSUES, CONFLICTS WITH THE EVENT AS PROPOSED

BOBBY RIGGS

Signature or Fill in Your Name

JUNE 26, 2019

Date

## Susan Kluthe

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**From:** Jim Shada  
**Sent:** Thursday, June 27, 2019 7:51 AM  
**To:** Susan Kluthe; Bobby Riggs; Larry Lampman; Dave Stukenholtz; Mark Blackburn; Jeff Roberts  
**Cc:** Karen Chandler  
**Subject:** Re: Event Application & Review Form

Susan,  
We will put this on our event calendar for September.  
All looks fine!  
Thanks,  
Jim Shada

---

**From:** Susan Kluthe  
**Sent:** Tuesday, June 25, 2019 4:48 PM  
**To:** Bobby Riggs; Larry Lampman; Dave Stukenholtz; Jim Shada; Mark Blackburn; Jeff Roberts  
**Subject:** Event Application & Review Form

Hopefully this is correct! Disregard first email I sent and sorry for the confusion.  
Thank you!  
Susan



## 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: 06/07/2019

APPLICANT (Name/Address/Phone #): Tony Barnes 4534 Madison Street Omaha, NE 68117

CORPORATION (Name/Address): Victory Riding Academy 4534 Madison Street Omaha NE 68117

CORPORATION OFFICERS: \_\_\_\_\_

PROPOSED ACTIVITY: Free event offering horse rides, games, food and entertainment to Military, First Responders and their families. This is our 7th annual event

DAY/DATE OF PROPOSED ACTIVITY: Setup Friday 9/20/2019 Event Saturday 9/21/2019 Rain date Sunday 9/22/2019

LOCATION OF PROPOSED ACTIVITY: Hastings Banner Park

HOURS OF OPERATION: Setup on Friday 9am-8pm Setup on Saturday 7am-10am Event 10am-2pm

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

1. Sanitary Facilities: Use existing facilities at park

2. Running Water: Use existing facilities at park

3. Power: Generator

4. Parking: Parks parking area

5. Insurance: Please see attached

Please address any specific requests of the Police/Parks/Streets Departments on the 2<sup>nd</sup> 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:  6/7/19

FOR CITY OFFICE USE ONLY:

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

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

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

**RECEIVED**  
**JUN 17 2019**  
**CITY CLERK**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2019

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).

<b>PRODUCER</b> MAUREEN EICKHOLT 146 VINE ST COUNCIL BLUFFS, IA 51503	<b>CONTACT NAME:</b> MAUREEN EICKHOLT <b>PHONE (A/C, No, Ext):</b> 712-256-0246 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> MAUREEN.EICKHOLT@AMERICAN-NATIONAL.COM
<b>INSURED</b> VICTORY RIDING ACADEMY 4534 MADISON ST OMAHA, NE 68117	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AMERICAN NATIONAL <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 28401

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		2601G1102	05/29/2019	05/29/2020	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
		MED EXP (Any one person) \$				
		PERSONAL & ADV INJURY \$				
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N				COMBINED SINGLE LIMIT (Ea accident) \$
		N/A				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						AGGREGATE \$
						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF BELLEVUE NEBRASKA

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



**Susan Kluthe**

Event Public Hearing

**From:** Tony Barnes <tony@victoryride.org>  
**Sent:** Thursday, May 9, 2019 3:14 PM  
**To:** Don Preister  
**Cc:** Brian Madison; Jeff Roberts; Mark Elbert; Jim Ristow; Susan Kluthe  
**Subject:** Re: Hastings Banner Park OFRR

Thank you for the response and we appreciate everything the city of Bellevue does to not only support VRA but all those that serve our communities and our country. Please let me know what I need to do next if anything. Have a great rest of the day!

Tony Barnes  
Executive Director  
Victory Riding Academy Inc.  
4534 Madison Street  
Omaha, NE 68117  
(402) 512-1817 O  
(402) 201-1869 C  
[www.victoryride.org](http://www.victoryride.org)  
[tony@victoryride.org](mailto:tony@victoryride.org)



On Wed, May 1, 2019 at 2:40 PM Don Preister <[Don.Preister@bellevue.net](mailto:Don.Preister@bellevue.net)> wrote:

Hello Tony,

Brian will coordinate the parks availability for that date. Joe is no longer the CA. Jim Ristow is our City Administrator now, so I included him. As you have done in the past, you will need the event permit, so I am including Susan Kluthe, City Clerk. I have no role here until the council votes on the permit. You have been a good steward of the parks, so I will support your request. You have my support.

Happy Trails!

Don

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

---

**From:** Tony Barnes <[tony@victoryride.org](mailto:tony@victoryride.org)>  
**Sent:** Wednesday, May 1, 2019 1:13 PM  
**To:** Don Preister

**Cc:** Brian Madison; Joe Mangiamelli; Jeff Roberts; Mark Elbert

**Subject:** Re: Hastings Banner Park OFRR

Good Afternoon,

Hope all is well. We are working on this years Operation Free Ride Rodeo and we are looking at September 21. We would like to have it at Hastings Banner Park again if that is possible. Thank you again for all your ongoing support. Have a great rest of your day.

Tony Barnes  
Executive Director  
Victory Riding Academy Inc.  
4534 Madison Street  
Omaha, NE 68117  
(402) 512-1817 O  
(402) 201-1869 C  
[www.victoryride.org](http://www.victoryride.org)  
[tony@victoryride.org](mailto:tony@victoryride.org)



On Fri, Oct 12, 2018 at 9:53 AM Don Preister <[Don.Preister@bellevue.net](mailto:Don.Preister@bellevue.net)> wrote:

Good Day Tony!

I am glad the event went well, with good attendance at Banner Park. I got no complaints. I wanted to stop in for encouragement and thanks, but, my Solar Open House was the very same time. It was chilly, but, we both had a good day.

The park appeared clean and well cared for, to me. I saw the worn grass in the oval area north of the ball fields. With all of this rain the grass is recovering. The only damage I saw was from a previous vehicle spinning a circle with their tires. Such off-roading is problematic in many of our parks. I had expected to see some hoof marks, but saw none. Your team efforts did a great job of caring for and cleaning the park, Tony. Very respectful, as I expected. Thank you.

From my perspective there is no current reason to prevent you from conducting the event there next year.

Happy Trails!

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

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**From:** Tony Barnes <[tony@victoryride.org](mailto:tony@victoryride.org)>  
**Sent:** Thursday, October 11, 2018 4:00 PM  
**To:** Brian Madison; Don Preister  
**Subject:** Hastings Banner Park OFRR

Good Afternoon,

I apologize for not sending this sooner. Thank you both so much for allowing us to use Hastings Banner Park for our 6th Annual Operation Free Ride Rodeo. I wanted to touch base and make sure that we cleaned up everything ok and if you needed us to fix any rough spots from the horses.

Have you heard any complaints from neighbors or anything? We do try our best to not upset anyone. We did have a few neighbors come over and join the activities.

We had 289 Military and First Responders attend the event. For a cold windy day, that is not too bad.

Please let us know if you need us to do anything as we really appreciate the use of your facilities and would like the opportunity to do it again next year.

Have a great rest of the day!

Tony Barnes  
Executive Director  
Victory Riding Academy Inc.  
4534 Madison Street  
Omaha, NE 68117  
(402) 512-1817 O  
(402) 201-1869 C  
[www.victoryride.org](http://www.victoryride.org)  
[tony@victoryride.org](mailto:tony@victoryride.org)



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	July 2, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>OMS</i>		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input checked="" type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Request to amend the Master Fee Schedule to update fees for the Papio Creek Watershed Partnership (PCWP) the Southern Sarpy Watershed Partnership (SSWP). Applicant: City of Bellevue Planning Department.

SYNOPSIS:

The City Council approved inter-local agreements for the Papio Creek Watershed Partnership and the Southern Sarpy Watershed Partnership at its last meeting. The agreements specify and update the fees to be collected for new construction projects

FISCAL IMPACT:

None--partnership fees collected by the City are remitted annually to the NRD to support implementation of the Watershed Management Plans.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department recommends approval of this request.

BACKGROUND:

The Planning Department is requesting the Master Fee Schedule be updated to include the watershed fees specified in the recently adopted Papio Creek Watershed Partnership and Southern Sarpy Watershed Partnership inter-local agreements. The fees cover the next five years and will apply to new construction of residential, commercial, industrial and institutional uses in each watershed.

ATTACHMENTS:

1	Amended Master Fee Schedule	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: \_\_\_\_\_

FINANCE APPROVAL: \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_

*[Handwritten Signature]*  
*[Handwritten Signature]*  
*A. Bruce Robbins*

**RESOLUTION NO. 2019-18**

**WHEREAS**, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

**WHEREAS**, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

**WHEREAS**, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. 2018-22 passed August 27, 2018, is amended as follows:

**MASTER FEE SCHEDULE**

**BUILDING & USE FEES**

Arterial Street Improvement Program ("ASIP") fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue's Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

**Building Permit**

Building, Plumbing, Mechanical,  
Electrical and Grading

1997 Uniform Administrative Code  
fees as amended

Penalty Fee

4x regular permit fee

## Refund Policy

Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days.

Pre-connect deposit fees	\$500
Penalty Fee 2 <sup>nd</sup> revocation	\$1,500
Penalty Fee 3 <sup>rd</sup> revocation	\$5,000

## Papio Creek and South Sarpy Watershed Partnership Fees

~~(Effective July 1, 2018 – June 30, 2019)~~

<del>Residential – up to a four-plex</del>	<del>\$908 per dwelling unit</del>
<del>Multi-family – greater than a four-plex</del>	<del>\$3,995 per gross acre</del>
<del>Commercial and Industrial</del>	<del>\$4,842 per gross acre</del>

**(Effective July 1, 2019 – June 30, 2020)**

<b>Residential – up to a four-plex</b>	<b>\$931 per dwelling unit</b>
<b>Multi-family – greater than a four-plex</b>	<b>\$4,095 per gross acre</b>
<b>Commercial, Industrial, and Institutional</b>	<b>\$4,963 per gross acre</b>

**(Effective July 1, 2020 – June 30, 2021)**

<b>Residential – up to a four-plex</b>	<b>\$954 per dwelling unit</b>
<b>Multi-family – greater than a four-plex</b>	<b>\$4,197 per gross acre</b>
<b>Commercial, Industrial, and Institutional</b>	<b>\$5,087 per gross acre</b>

**(Effective July 1, 2021 – June 30, 2022)**

<b>Residential – up to a four-plex</b>	<b>\$978 per dwelling unit</b>
<b>Multi-family – greater than a four-plex</b>	<b>\$4,302 per gross acre</b>
<b>Commercial, Industrial, and Institutional</b>	<b>\$5,214 per gross acre</b>

**(Effective July 1, 2022 – June 30, 2023)**

<b>Residential – up to a four-plex</b>	<b>\$1,002 per dwelling unit</b>
<b>Multi-family – greater than a four-plex</b>	<b>\$4,410 per gross acre</b>
<b>Commercial, Industrial, and Institutional</b>	<b>\$5,345 per gross acre</b>

**(Effective July 1, 2023 – June 30, 2024)**

<b>Residential – up to a four-plex</b>	<b>\$1,027 per dwelling unit</b>
<b>Multi-family – greater than a four-plex</b>	<b>\$4,520 per gross acre</b>
<b>Commercial, Industrial, and Institutional</b>	<b>\$5,478 per gross acre</b>

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions **in the South Sarpy Watershed** platted prior to **2009 December 1, 2016** shall be exempt from the collection of Watershed Fees.

Plan Review Fee (New Construction)	
Commercial	25% of building permit fee
Demolition of Building Permit (\$25,000 bond for each)	
Residential accessory structures less than 1200 square feet	\$40
One and two family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

#### **FIRE ALARM/FIRE EXTINGUISHING SYSTEMS FEES**

Smoke Detectors (low voltage)	\$1.10 each
Pull Stations	\$1.10 each
Heat Detectors	\$1.10 each
Water Flow Switches	\$1.10 each
Tamper Switches	\$1.10 each
Panel/Circuit Connections	\$4.75 each
Remote Annunciators	\$1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$7.25 each

#### **CITY LICENSE - PLUMBING; MECHANICAL; SEWER; CONTRACTOR**

##### **License Fees**

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal

Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/ Master & Journeyman Mechanical/ Sewer Layer / Lawn Sprinkler Contractor & Installer	\$20 per month or part of, up to 3 mos.
Reinstatement fee for all Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X 2
Special Master Mechanical/Plumber (1 job only)	\$150
Class A General Contractor Unlimited	\$250 per year
Class B General Contractor Limited	\$200 per year
Class C Residential Contractor Unlimited	\$100 per year
Class D Residential Contractor Limited	\$ 75 per year
Class E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months Class
C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months
Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1 time fee, no renewal fee)
Decorative Appliance/Gas Log Installer	\$25 (1 time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1 time fee, no renewal fee)
Water Conditioning Installer	\$25 (1 time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & re-roof)	\$40
Single Family Siding Permits	\$25



### **CURB CUT AND GRINDING**

Permit fee with curb requiring cut plus the 4' apron  
on each side done by City or Contractor

\$25 + \$17.50 per sq. ft. of cut to 6 ft.  
additional 10% per foot beyond 6 ft.

Extended Permit & Subsequent Extended Permits  
Winter Charge

\$200

additional 10% for cuts or grinds from  
November 15<sup>th</sup> to April 1<sup>st</sup>

Request for Waiver (sidewalk construction/repair)

\$30

### **FIRE AND RESCUE SQUAD FEES**

Basic Life Support, Non-Emergency (BLS)

\$365.00

Basic Life Support, Emergency (BLS – Emergency)

\$650.00

Advanced Life Support, Non-Emergency (ALS)

\$475.00

Advanced Life Support, Emergency Level I (ALS1)

\$750.00

Advanced Life Support, Emergency Level 2 (ALS2)

\$950.00

Specialty Care Transport (SCT)

\$765.00

Treat and Release

\$ 75.00

Mileages (loaded miles)

\$15.00

Haz-Mat Fees

fee based on materials, equipment and  
manpower per call

EMS Patient Care Report

\$20.00 handling fee + .50 per page  
copying fee

### **FIRE TRAINING FACILITY FEES**

#### **Training Tower Only**

#### **TMA Fee / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$400.00 / \$ 700.00

10-4 Hour Schedule Events Per Year

\$800.00 / \$1400.00

15-4 Hour Scheduled Events Per Year

\$1200.00 / \$2150.00

Hourly Rate

4 Hours

\$100.00 / \$150.00

8 Hours

\$200.00 / \$300.00

1 Gas/Tower Operator

Included / Included

\*Plus Consumable Materials Used

#### **Training Tower and Fire Simulator**

#### **TMA / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$800.00 / \$1950.00

10-4 Hour Scheduled Events Per Year

\$1600.00 / \$3900.00

15-4 Hour Scheduled Events Per Year

\$2400.00 / \$5850.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$400.00

Natural Gas	Included / Included
1 Gas/Tower Operator	Included / Included
*Additional Gas Operator	\$25.00 p/h / \$32.50 p/h
*Plus Consumable Material Used	

**Rail Car Simulator**

**TMA / Public Fee**

Annual Usage	
5-4 Hour Scheduled Events Per Year	\$640.00 / \$640.00
10-4 Hour Scheduled Events Per Year	\$1280.00 / \$1280.00

**Rail Car Simulator (Continued)**

**TMA / Public Fee**

Single Usage	
1-4 Hour Scheduled Event	\$160.00 / \$160.00

Natural Gas	Included / Included
1 Gas/Tower Operator	Included / Included

**Confined Space**

**TMA/ Public Fee**

Annual Usage	
5-4 Hour Scheduled Events Per Year	\$800.00 / \$1450.00
10-4 Hour Scheduled Events Per Year	\$1600.00 / \$2800.00

Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$300.00

2 Observers	Included / Included
-------------	---------------------

**Driving Area**

**TMA / Public Fee**

Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00

Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included / Included
Cones	Included / Included

**Extrication Area**

**TMA/ Public Fee**

Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00

Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00

1 Observer	Included / Included
*Each Vehicle	\$50.00 / \$50.00

**Classroom Area****TMA / Public Fee**

Annual Usage:

Contact Bellevue FD Training Site

Single Usage

Room 1

1-4 Hour Scheduled Event Per Year

\$150.00 / \$150.00

1-8 Hour Scheduled Event Per Year

\$300.00 / \$300.00

**Classroom Area (continued)****TMA / Public Fee**

Room 2

1-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1-8 Hour Scheduled Event Per Year

\$200.00 / \$200.00

Room 3

1-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1-8 Hour Scheduled Event Per Year

\$200.00 / \$200.00

Rooms 1, 2 and 3

1-4 Hour Scheduled Event Per Year

\$300.00 / \$300.00

1-8 Hour Scheduled Event Per Year

\$600.00 / \$600.00

Available AV Equipment

Included / Included

Chairs

Included / Included

Janitorial Fee

Included / Included

**Entire Training Site****TMA/ Public Fee**

Annual Usage

Contact Bellevue FD Training Site

Single Use:

1-4 Hour Scheduled Event Per Year

\$600.00 / \$600.00

1-8 Hour Scheduled Event Per Year

\$1200.00 / \$1200.00

**FIRE INSPECTION FEE SCHEDULE**

Hospitals:

50 Beds or Less

\$ 50.00

51 – 100

\$100.00

101 and Up

\$150.00

Health Care Facilities

50 Beds or Less

\$ 50.00

51 - 100

\$100.00

101 and Up

\$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour

\$25.00 for each additional ½ hour

NOT TO EXCEED \$150.00

**Liquor Inspections:**

Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00
Revisits for either	\$50.00

**Child Care Inspections:**

1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00

**Foster Care Inspections:**

Initial Inspection	\$20.00
Revisit Inspection	\$20.00

**Investigative Reports:**

Fee for Reports	\$3.00 plus actual cost of printing
-----------------	-------------------------------------

**CODE ENFORCEMENT FEES**

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

1 <sup>st</sup> mowing	\$100/min/hour + \$50 Admin fee
2 <sup>nd</sup> mowing	\$200/min/hour + \$50 Admin fee
3 <sup>rd</sup> or subsequent mowing	\$300/min/hour + \$50 Admin fee

**Snow Removal**

1 <sup>st</sup> removal	\$100/min/hour + \$50 Admin fee
2 <sup>nd</sup> removal	\$200/min/hour + \$50 Admin fee
3 <sup>rd</sup> or subsequent removal	\$300/min/hour + \$50 Admin fee

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)

Small	\$150/min/hour + \$50 Admin fee
Large	\$250/min/hour + \$50 Admin fee

Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)

Small	\$150/min/hour + \$50 Admin fee
Large	\$350/min/hour + \$50 Admin fee

Graffiti removal

\$200/min/hour + \$50 Admin fee

Application Fee for Nuisance Violation Hearing

\$ 35

**POLICE RANGE TRAINING FACILITY**

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue

Police Firearms Instructor; each request must be reviewed and/or modified and approved by Chief of Police

\$100/hour

### **GRADING PERMIT FEES**

10 acres or less

1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee

More than 10 acres

1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

### **ZONING FEES**

Comprehensive Plan Amendment

\$ 500

Change of Zone

less than 1 acre

\$175

1-5 acre

\$325

over 5 acres

\$525

Zoning Text Amendment

\$250

Subdivision Text Amendment

\$250

Conditional Use Permit

1 acre or less

\$175

more than 1 acre

\$325

Conditional Use Permit Amendment

1 acre or less

\$175

more than 1 acre

\$325

Administrative Review of Wireless Antennas

\$ 150

Preliminary Platting

\$1,000 + \$10 per lot

Final Platting

\$ 600 + \$5 per lot

Revised Preliminary Plat

\$1,000 + \$10 per lot

Extension of Date for Preliminary & Final Plats

\$ 200

Small Subdivision Plat

\$ 250 Administrative Approval

\$ 300 City Council Approval

Vacation of Plat

\$ 150

Board of Adjustment Application

\$ 250

Sign Permit (by size of sign)

35 square feet or less

\$ 40

36 – 75 square feet

\$ 80

76 – 150 square feet

\$ 150

151 – 300 square feet

\$ 200

Over 300 square feet

\$ 300

Awnings

\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum

Design Review Board Hearing Request

\$ 250

Application for Hearing/Hard Surface Parking Comm.

\$ 50

**OCCUPATION TAXES****Liquor License Occupation Taxes & Fees****(Annual fee in addition to State License Fees)**

Class A Liquor License Holder	\$ 200
Class B Liquor License Holder	\$ 200
Class C Liquor License Holder	\$ 600
Class D Liquor License Holder	\$ 400
Class I Liquor License Holder	\$ 500
Class K Catering	\$ 200
Class L Craft Breweries	\$ 500
Class Y Farm Winery License Holder	\$ 500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15

Natural Gas Distributors

3% of Annual Gross

Telephone Companies Occupation Tax

6.25% of gross receipts

(includes land lines, wireless, cellular &amp; mobile)

Hotel Operators Occupation Tax

5.5% of gross receipts

Music, Vending &amp; Amusement Machines

Musical Machine for Profit \$ 25/machine + \$100/year distributor

Tobacco \$ 25/machine

Electronic Video/Mechanical

Amusement Machine for Profit \$ 25/machine + \$100/year distributor

Merchandise Vending Machine for Profit \$ 5.00/machine + \$75/year distributor

**OTHER FEES**

Arborist License Fee

\$ 75 initial/\$50 renewal

Barricades

Rental Deposit Fee \$ 50/barricade/day

Construction Use \$ 50/barricade/day (5 days maximum)

Beekeeping Permit

\$ 20

Bicycle License

\$ 2

Bus Bench Permit

\$ 75/ per bench

Cemetery:

Open/Close Fees: (includes Pre-Pay)

\$ 850 Full Size

\$ 450 Creains

\$ 400 Infant

\$ 275 Niche

\$ 225 Infant Creains

Saturday Funeral (extra charge)

\$ 100

Winter Funerals (extra charge)

\$ 40

(December 1 – March 1)

Other Fees:

\$ 10 Stone Setting Permit

\$ 100 Government Marker setting fee

	\$ 50 Attach VA Marker to Niche Door
Disinterment Fees:	\$1,100 Full size \$ 600 Creains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size \$ 125 Infant \$ 800 Niche
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$ 25
Dog, Cat & Pot-bellied Pig Fees (Collected by NE Humane Society- <i>not</i> City of Bellevue)	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat & Pot-bellied Pig License Replacement if Lost	\$0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$ 50 annual renewal fee
Dog, Cat & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 <sup>st</sup> impoundment \$30 2 <sup>nd</sup> impoundment \$60 3 <sup>rd</sup> impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year
Dog & Cat License Late Charge	Double applicable license fee.

Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per state statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market - Privately Operated on City Property (with prior City approval of application)	
Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 25
Ice Cream Vendor Fee	\$ 50 per person
Ice Cream Vehicle Inspection Fee	\$ 25 per truck
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$ 10 (per state statute)
Parking Ticket Fee	
If paid within 7 days of violation date	\$5/\$10/\$25
If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$ 50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$ 50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$ 25
Temporary Business Licenses:	
Seasonal Merchant	\$ 25 license valid for 1 month \$ 50 license valid for 4 months \$ 15 one-month extension- maximum of two (2) one-month extensions— <b>ONLY</b> applies to 4 month license
Itinerant Merchant/Peddlers/Solicitor/	\$50/day/person or \$300/year/person



**RESOLUTION NO. 2019-18**

**WHEREAS**, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

**WHEREAS**, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

**WHEREAS**, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. 2018-22 passed August 27, 2018, is amended as follows:

**MASTER FEE SCHEDULE****BUILDING & USE FEES**

Arterial Street Improvement Program ("ASIP") fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue's Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

**Building Permit**

Building, Plumbing, Mechanical,  
Electrical and Grading

1997 Uniform Administrative Code  
fees as amended

Penalty Fee	4x regular permit fee
Refund Policy	Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days.
Pre-connect deposit fees	\$500
Penalty Fee 2 <sup>nd</sup> revocation	\$1,500
Penalty Fee 3 <sup>rd</sup> revocation	\$5,000

#### Papio Creek and South Sarpy Watershed Partnership Fees

(Effective July 1, 2019 – June 30, 2020)

Residential – up to a four-plex	\$931 per dwelling unit
Multi-family – greater than a four-plex	\$4,095 per gross acre
Commercial, Industrial, and Institutional	\$4,963 per gross acre

(Effective July 1, 2020 – June 30, 2021)

Residential – up to a four-plex	\$954 per dwelling unit
Multi-family – greater than a four-plex	\$4,197 per gross acre
Commercial, Industrial, and Institutional	\$5,087 per gross acre

(Effective July 1, 2021 – June 30, 2022)

Residential – up to a four-plex	\$978 per dwelling unit
Multi-family – greater than a four-plex	\$4,302 per gross acre
Commercial, Industrial, and Institutional	\$5,214 per gross acre

(Effective July 1, 2022 – June 30, 2023)

Residential – up to a four-plex	\$1,002 per dwelling unit
Multi-family – greater than a four-plex	\$4,410 per gross acre
Commercial, Industrial, and Institutional	\$5,345 per gross acre

(Effective July 1, 2023 – June 30, 2024)

Residential – up to a four-plex	\$1,027 per dwelling unit
Multi-family – greater than a four-plex	\$4,520 per gross acre
Commercial, Industrial, and Institutional	\$5,478 per gross acre

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions in the South Sarpy Watershed-platted prior to December 1, 2016 shall be exempt from the collection of Watershed Fees.

#### Plan Review Fee (New Construction)

Commercial	25% of building permit fee
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Demolition of Building Permit (\$25,000 bond for each)	
Residential accessory structures less than 1200 square feet	\$40
One and two family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

#### **FIRE ALARM/FIRE EXTINGUISHING SYSTEMS FEES**

Smoke Detectors (low voltage)	\$1.10 each
Pull Stations	\$1.10 each
Heat Detectors	\$1.10 each
Water Flow Switches	\$1.10 each
Tamper Switches	\$1.10 each
Panel/Circuit Connections	\$4.75 each
Remote Annunciators	\$1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$7.25 each

#### **CITY LICENSE - PLUMBING; MECHANICAL; SEWER; CONTRACTOR**

##### **License Fees**

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal

##### **Late Renewal Fees after Expiration of License**

Master & Journeyman Plumber/ Master & Journeyman Mechanical/ Sewer Layer / Lawn Sprinkler Contractor & Installer	\$20 per month or part of, up to 3 mos.
Reinstatement fee for all Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X 2
Special Master Mechanical/Plumber (1 job only)	\$150
Class A General Contractor Unlimited	\$250 per year
Class B General Contractor Limited	\$200 per year
Class C Residential Contractor Unlimited	\$100 per year
Class D Residential Contractor Limited	\$ 75 per year
Class E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited months	\$50/mo. or part of, up to 3
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months
Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1 time fee, no renewal fee)
Decorative Appliance/Gas Log Installer	\$25 (1 time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1 time fee, no renewal fee)
Water Conditioning Installer	\$25 (1 time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & re-roof)	\$40
Single Family Siding Permits	\$25

### **CURB CUT AND GRINDING**

Permit fee with curb requiring cut plus the 4' apron  
on each side done by City or Contractor

\$25 + \$17.50 per sq. ft. of cut to 6 ft.  
additional 10% per foot beyond 6 ft.

Extended Permit & Subsequent Extended Permits  
Winter Charge

\$200

additional 10% for cuts or grinds from  
November 15<sup>th</sup> to April 1<sup>st</sup>

Request for Waiver (sidewalk construction/repair)

\$30

### **FIRE AND RESCUE SQUAD FEES**

Basic Life Support, Non-Emergency (BLS)

\$365.00

Basic Life Support, Emergency (BLS – Emergency)

\$650.00

Advanced Life Support, Non-Emergency (ALS)

\$475.00

Advanced Life Support, Emergency Level I (ALS1)

\$750.00

Advanced Life Support, Emergency Level 2 (ALS2)

\$950.00

Specialty Care Transport (SCT)

\$765.00

Treat and Release

\$ 75.00

Mileages (loaded miles)

\$15.00

Haz-Mat Fees

fee based on materials, equipment and  
manpower per call

EMS Patient Care Report

\$20.00 handling fee + .50 per page  
copying fee

### **FIRE TRAINING FACILITY FEES**

#### **Training Tower Only**

#### **TMA Fee / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$400.00 / \$ 700.00

10-4 Hour Schedule Events Per Year

\$800.00 / \$1400.00

15-4 Hour Scheduled Events Per Year

\$1200.00 / \$2150.00

Hourly Rate

4 Hours

\$100.00 / \$150.00

8 Hours

\$200.00 / \$300.00

1 Gas/Tower Operator

Included / Included

\*Plus Consumable Materials Used

#### **Training Tower and Fire Simulator**

#### **TMA / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$800.00 / \$1950.00

10-4 Hour Scheduled Events Per Year

\$1600.00 / \$3900.00

15-4 Hour Scheduled Events Per Year

\$2400.00 / \$5850.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$400.00

Natural Gas

Included / Included

1 Gas/Tower Operator	Included / Included
*Additional Gas Operator	\$25.00 p/h / \$32.50 p/h
*Plus Consumable Material Used	

**Rail Car Simulator**

**TMA / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year

\$640.00 / \$640.00  
\$1280.00 / \$1280.00

**Rail Car Simulator (Continued)**

**TMA / Public Fee**

Single Usage

1-4 Hour Scheduled Event

\$160.00 / \$160.00

Natural Gas

1 Gas/Tower Operator

Included / Included  
Included / Included

**Confined Space**

**TMA/ Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year

\$800.00 / \$1450.00  
\$1600.00 / \$2800.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$300.00

2 Observers

Included / Included

**Driving Area**

**TMA / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year

\$400.00 / \$400.00  
\$800.00 / \$800.00

Single Usage

1-4 Hour Scheduled Event Per Year  
1 Observer  
Cones

\$100.00 / \$100.00  
Included / Included  
Included / Included

**Extrication Area**

**TMA/ Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year

\$400.00 / \$400.00  
\$800.00 / \$800.00

Single Usage

1-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1 Observer  
\*Each Vehicle

Included / Included  
\$50.00 / \$50.00

**Classroom Area****TMA / Public Fee**

Annual Usage:

Contact Bellevue FD Training Site

Single Usage

Room 1

1-4 Hour Scheduled Event Per Year

\$150.00 / \$150.00

1-8 Hour Scheduled Event Per Year

\$300.00 / \$300.00

**Classroom Area (continued)****TMA / Public Fee**

Room 2

1-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1-8 Hour Scheduled Event Per Year

\$200.00 / \$200.00

Room 3

1-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1-8 Hour Scheduled Event Per Year

\$200.00 / \$200.00

Rooms 1, 2 and 3

1-4 Hour Scheduled Event Per Year

\$300.00 / \$300.00

1-8 Hour Scheduled Event Per Year

\$600.00 / \$600.00

Available AV Equipment

Included / Included

Chairs

Included / Included

Janitorial Fee

Included / Included

**Entire Training Site****TMA/ Public Fee**

Annual Usage

Contact Bellevue FD Training Site

Single Use:

1-4 Hour Scheduled Event Per Year

\$600.00 / \$600.00

1-8 Hour Scheduled Event Per Year

\$1200.00 / \$1200.00

**FIRE INSPECTION FEE SCHEDULE**

Hospitals:

50 Beds or Less

\$ 50.00

51 – 100

\$100.00

101 and Up

\$150.00

Health Care Facilities

50 Beds or Less

\$ 50.00

51 - 100

\$100.00

101 and Up

\$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour

\$25.00 for each additional ½ hour

NOT TO EXCEED \$150.00

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Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00
Revisits for either	\$50.00

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13 or More Children	\$60.00
Revisits for any of the above	\$40.00

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Initial Inspection	\$20.00
Revisit Inspection	\$20.00

Investigative Reports:

Fee for Reports	\$3.00 plus actual cost of printing
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Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

1 <sup>st</sup> mowing	\$100/min/hour + \$50 Admin fee
2 <sup>nd</sup> mowing	\$200/min/hour + \$50 Admin fee
3 <sup>rd</sup> or subsequent mowing	\$300/min/hour + \$50 Admin fee

Snow Removal

1 <sup>st</sup> removal	\$100/min/hour + \$50 Admin fee
2 <sup>nd</sup> removal	\$200/min/hour + \$50 Admin fee
3 <sup>rd</sup> or subsequent removal	\$300/min/hour + \$50 Admin fee

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)

Small	\$150/min/hour + \$50 Admin fee
Large	\$250/min/hour + \$50 Admin fee

Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)

Small	\$150/min/hour + \$50 Admin fee
Large	\$350/min/hour + \$50 Admin fee

Graffiti removal

\$200/min/hour + \$50 Admin fee

Application Fee for Nuisance Violation Hearing

\$ 35

**POLICE RANGE TRAINING FACILITY**

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by



Chief of Police \$100/hour

**GRADING PERMIT FEES**

10 acres or less

1997 Uniform Administrative Code Fees  
as amended + \$750 NPDES Fee

More than 10 acres

1997 Uniform Administrative Code Fees  
as amended + \$1,250 NPDES fee

**ZONING FEES**

Comprehensive Plan Amendment

\$ 500

Change of Zone

less than 1 acre

\$175

1-5 acre

\$325

over 5 acres

\$525

Zoning Text Amendment

\$250

Subdivision Text Amendment

\$250

Conditional Use Permit

1 acre or less

\$175

more than 1 acre

\$325

Conditional Use Permit Amendment

1 acre or less

\$175

more than 1 acre

\$325

Administrative Review of Wireless Antennas

\$ 150

Preliminary Platting

\$1,000 + \$10 per lot

Final Platting

\$ 600 + \$5 per lot

Revised Preliminary Plat

\$1,000 + \$10 per lot

Extension of Date for Preliminary & Final Plats

\$ 200

Small Subdivision Plat

\$ 250 Administrative Approval

\$ 300 City Council Approval

Vacation of Plat

\$ 150

Board of Adjustment Application

\$ 250

Sign Permit (by size of sign)

35 square feet or less

\$ 40

36 – 75 square feet

\$ 80

76 – 150 square feet

\$ 150

151 – 300 square feet

\$ 200

Over 300 square feet

\$ 300

Awnings

\$ 4.00/100 square foot of vertical  
projected area of awning or fraction  
thereof; \$40 minimum

Design Review Board Hearing Request

\$ 250

Application for Hearing/Hard Surface Parking Comm.

\$ 50

**OCCUPATION TAXES**

Liquor License Occupation Taxes & Fees

(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$ 200
Class B Liquor License Holder	\$ 200
Class C Liquor License Holder	\$ 600
Class D Liquor License Holder	\$ 400
Class I Liquor License Holder	\$ 500
Class K Catering	\$ 200
Class L Craft Breweries	\$ 500
Class Y Farm Winery License Holder	\$ 500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15

Natural Gas Distributors

3% of Annual Gross

Telephone Companies Occupation Tax

6.25% of gross receipts

(includes land lines, wireless, cellular & mobile)

Hotel Operators Occupation Tax

5.5% of gross receipts

Music, Vending & Amusement Machines

Musical Machine for Profit

\$ 25/machine + \$100/year distributor

Tobacco

\$ 25/machine

Electronic Video/Mechanical

Amusement Machine for Profit

\$ 25/machine + \$100/year distributor

Merchandise Vending Machine for Profit

\$ 5.00/machine + \$75/year distributor

**OTHER FEES**

Arborist License Fee

\$ 75 initial/\$50 renewal

Barricades

Rental Deposit Fee

\$ 50/barricade/day

Construction Use

\$ 50/barricade/day (5 days maximum)

Beekeeping Permit

\$ 20

Bicycle License

\$ 2

Bus Bench Permit

\$ 75/ per bench

Cemetery:

Open/Close Fees: (includes Pre-Pay)

\$ 850 Full Size

\$ 450 Cremains

\$ 400 Infant

\$ 275 Niche

\$ 225 Infant Cremains

Saturday Funeral (extra charge)

\$ 100

Winter Funerals (extra charge)

\$ 40

(December 1 – March 1)

Other Fees:

\$ 10 Stone Setting Permit

\$ 100 Government Marker setting fee

\$ 50 Attach VA Marker to Niche Door

Disinterment Fees:	\$1,100 Full size \$ 600 Cremains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size \$ 125 Infant \$ 800 Niche
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$ 25
<b>Dog, Cat &amp; Pot-bellied Pig Fees</b> (Collected by NE Humane Society- <i>not</i> City of Bellevue)	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat & Pot-bellied Pig License Replacement if Lost	\$0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$ 50 annual renewal fee
Dog, Cat & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 <sup>st</sup> impoundment \$30 2 <sup>nd</sup> impoundment \$60 3 <sup>rd</sup> impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year
Dog & Cat License Late Charge	Double applicable license fee.
Pot-bellied Pig License Late Charge	\$50

Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per state statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market - Privately Operated on City Property (with prior City approval of application)	
Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 25
Ice Cream Vendor Fee	\$ 50 per person
Ice Cream Vehicle Inspection Fee	\$ 25 per truck
Mini-Bus	\$ 2 each way per trip in town
	\$ 4 each way per trip out of town
Opening Burning Permit	\$ 10 (per state statute)
Parking Ticket Fee	
If paid within 7 days of violation date	\$5/\$10/\$25
If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$ 50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$ 50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$ 25
Temporary Business Licenses:	
Seasonal Merchant	\$ 25 license valid for 1 month
	\$ 50 license valid for 4 months
	\$ 15 one-month extension- maximum of two (2) one-month extensions—
	<b>ONLY</b> applies to 4 month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non-

	refundable processing fee to be credited to license fee if issued
Carnival/Circus/Public Amusement/Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public
Tobacco License	\$15 license fee per state statute + \$10 administrative fee
Trash Hauling Permit & Bond	\$25/truck/year + \$25,000 public liability bond & \$10/day late fee
Trash and Recycling Residential Collection Fee, effective May 1, 2019	\$14.10 per month, per residence for 35 gallon service \$17.10 per month, per residence for 65 gallon service \$19.99 per month, per residence for 95 gallon service \$15.00 for each bulky item pick up \$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds \$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds
Tree Damage	
Tree DBH (Diameter at Brest Height)	
Up to 4"	\$600
>4" to 8"	\$850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700+\$500 for every inch over 28"
Limb Circumference	
Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700
Vehicle Impoundment Fees	
Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40/day inside
Administration Fee	\$30

**Vehicle Impoundment Fees**

Extraordinary tows  
(i.e. flatbed and accident clean up)

Per towing company contract

**PUBLIC RECORDS**

Audio Tapes, Video Tapes or CD/DVD	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$ 5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works).
Fire Report	\$50
Police Report	\$10
Police Photos	
(Digital)	\$20 per CD
35 mm photos	\$20 per roll
Certification by City Clerk	\$ 5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$ 5 per request
Copy Fee	\$ .25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. "A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large a request may cause some delay or disruption of the other responsibilities of the custodian's office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public." (R.R.S. 84-172)

**ALARM SYSTEMS/FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$100
3	\$250

**LIBRARY FEES**

<b>Membership</b>	
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost card	\$1
<b>Fines:</b>	
Books, Audio books, CDs, DVDs	\$0.10/day
USB languages kits, Watt Detectors	\$1/ day
<b>Fines: (continued)</b>	
Fontenelle Forest Pass	\$5 for replacement
<b>Interlibrary Loan:</b>	
Postage (flat fee)	\$3 per item
Lost Interlibrary loan items	Price set by lender
<b>Proctor Fees</b>	
Prints/Scans	\$0.10/page (single-sided)
Postage	\$3 per item
<b>Lost items</b>	
	Replacement cost of item (or purchase like item as replacement)
<b>Damaged item</b>	
	Damage cost assessed up to full value of the item
<b>Materials Processing</b>	
Replacement of Materials	\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD cases, CD and DVD locks, DVD cases, AV inserts)
Replacements for Books on CD cases	\$8 for small, \$9 for medium, \$10 for large
<b><u>RECREATION FEES</u></b>	
<b>Reed Center - Rental</b>	
	100% BEFORE first day
	\$325 – Friday/Sunday
	\$375 – Sunday
	\$175 - Non-profit
<b>Field Rentals</b>	
	\$30 per hour light fee +
	\$175 per day
	\$200 per day – non-resident
<b>Jr. T-Ball</b>	
	\$25
<b>T-Ball/Coach Pitch</b>	
	\$35
<b>Baseball/Softball</b>	
	\$40
<b>Adult Softball – Church League</b>	
	\$60
<b>Baseball/Softball Spring Training</b>	
	\$10
<b>Tennis Lessons – Juniors</b>	
	\$20

Adults	\$25
Swimming Pools:	
Swimming Lessons	\$35
Swimming League	\$35
Daily Swim Fee	
Youth (18-Under)	\$3.00
Adult (19 & Over)	\$5.00
Wading Pool (2yr – Adult)	\$2.00
Seniors (55 & Over)	Free
Season Swim Pass	
Youth Pass	\$40
Adult Pass	\$50
Family Pass	\$125
Pool Parties	
Pool Rental Fee	\$100
Lifeguard Fee	\$40
	*Bellevue residents pay the lower fee
Track Club	\$35
Youth Sports Camp	\$30 single session \$40 both sessions
Youth Lacrosse Camp	\$30
Youth Soccer League	\$40
Youth Flag Football League: Spring	\$35
Fall	\$35
Haworth Park Camp Ground	\$25 for 50 Amp site; \$20 for 30 Amp site (includes taxes) \$10 Tent Rates
Haworth Park Shelter Reservations	\$ 20 1-3 hours (minimum fee) \$ 10 each additional hour after 3 \$ 20 alcoholic beverage permit \$ 5 additional tables (2 each)
Historic Presbyterian Church Rental Fee	\$375



### **SEWER CONNECTION FEES**

#### **Residential**

Single Family Dwelling (includes manufactured/modular/mobile homes)	\$900
Duplex	\$1,600
Multiple Family	\$700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint

#### **Sewer Tap Inspection Fee**

Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$47

### **TAX INCREMENT FINANCING (TIF) FEES**

Application Fee	\$500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan--based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees on TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one half percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Bellevue City Council of the City of Bellevue that this Master Fee Schedule shall become **effective on the \_\_\_ day of \_\_\_\_\_, 2019.**

**PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2019.**

**CITY OF BELLEVUE**

\_\_\_\_\_  
Mayor

ATTEST:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	7/2/2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Audit Committee	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input checked="" type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Selection of accounting firm to perform annual audit.

SYNOPSIS:

The City of Bellevue is required to have an annual financial audit. The City is looking to retain an audit firm to perform services over the next five years including the September 30, 2019 fiscal year end audit.

FISCAL IMPACT:

This contract price for the fiscal year end 2019 audit will be \$5,500 less than the 2018 audit.

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-23-6030

RECOMMENDATION:

Administration recommends, and the Audit Committee and Finance Director concur, that BKD LLP be engaged to perform audit services for the fiscal years ending 2019 through 2023.

BACKGROUND:

The City's Audit Committee (AC) reviewed options for external auditor selection. Guidance from GFOA and AICPA about audit firm selection was shared with the AC. Municipalities of Ralston, LaVista, Omaha, Fremont, Grand Island and Beatrice have engaged BKD as well as Bellevue University and Douglas County. AC carefully considered all options, including quality and price, and concurred that the BKD proposal be accepted.

ATTACHMENTS:

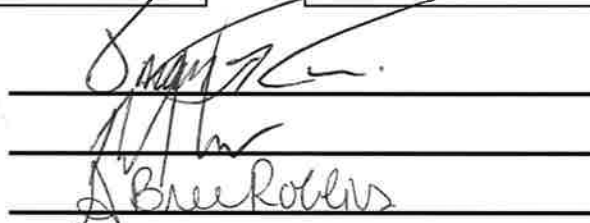
1	Proposal	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



June 21, 2019

Mr. Rich Severson  
Finance Director  
City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005

Dear Rich:

Thank you for the opportunity to present our fee quote for continued professional services to the City of Bellevue ("the City"). We value our current relationship with you and are excited about the opportunity to continue to serve as your independent auditors. We believe our public sector industry expertise, coupled with our current understanding of your operations and personnel, makes us uniquely qualified to continue meeting your needs.

We commend the City of Bellevue on your recent exceptional S&P rating. Your commitment to quality and ongoing pursuit of excellence is something we understand and strive for as a firm, as well. We are proud to work with such respected public sector industry leaders and believe it is important for the City to continue to be served by an experienced, reputable firm like BKD.

## ■ YOUR INVESTMENT

BKD knows our clients do not like fee surprises, and neither do we. Our goal is to be candid and timely, and we strive to answer your questions about fees upfront. Our fees may increase if our duties or responsibilities change because of new rules, regulations or accounting standards. We will consult with you should this happen.

### THREE YEAR FEE QUOTE

Fee Quote	2019	2020	2021
Financial Statement and Compliance Audits	75,000	78,000	81,000

### FIVE YEAR FEE QUOTE

Fee Quote	2019	2020	2021	2022	2023
Financial Statement and Compliance Audits	72,000	75,000	78,000	81,000	84,000

Our fees for the City audit shown above include auditing up to two major programs each year. Fees for additional major programs will depend upon the complexity of the programs and are estimated to be billed at approximately \$5,000.

The fees above include travel costs, if any, and an administrative fee of four percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and other expense items.

## ■ YOUR EXPERIENCED BKD ENGAGEMENT TEAM

The most critical factor in providing you with high-quality service is choosing your engagement team. Your engagement has been consistently staffed with experienced, trusted advisors. You can have peace of mind knowing what to expect from this team. This helps reduce the learning curve and saves you the time and frustration of having inexperienced professionals who are unfamiliar with your concerns disrupt your normal business activities.

This continuity, however, does not result in familiarity that compromises our objectivity. Our responsibility is to provide the City with an appropriate balance of constructive feedback and value-added solutions. With our hands-on experience, you can continue to expect targeted advice from a team that knows your organization, as well as your industry.

## ■ WHY BKD

### COMMITMENT TO INTEGRITY & EXCELLENCE

Integrity First: our client service standards start with it. We believe integrity trumps economics every time. As the business environment evolves and new challenges arise, this commitment will remain the foundation of all that we do. In addition, excellence is one of our firm's core values and we will never apologize for having high standards in our service to clients. BKD's commitment to audit quality means the City of Bellevue is getting what they pay for – an audit performed by a firm with a positive track record of high quality, as demonstrated by our American Institute of Certified Public Accountants (AICPA) peer reviews and Public Accounting Oversight Board (PCAOB) inspections.

### PUBLIC SECTOR INDUSTRY EXPERTISE

BKD's National Public Sector Group works with approximately 500 public sector clients nationwide, including federal and state agencies, municipalities, counties, public utilities, airports and transportation authorities. Our advisors can continue helping the City address the numerous financial considerations of public sector entities, including fiscal accountability and resource management, as well as performance management, budgeting and debt administration.

As a part of remaining at the forefront of the public sector, leaders across our national government practice created the BKD Center for Excellence for Government. This group of professionals meets regularly to discuss important developments, legislative updates and challenges affecting public sector entities similar to the City.

We look forward to continuing to communicate best practices and forward-looking strategies to help you thoughtfully consider the areas important to fulfilling your fiduciary responsibilities.

### OUR RESPONSIVE & COORDINATED AUDIT APPROACH

One of the hallmarks of our audit approach is working through issues with our clients throughout the year. We are available to provide advice and act as a sounding board as you consider various accounting and operational decisions. Our team prefers year-round communication to help resolve issues early and avoid unwanted surprises during the year-end audit.

During our audit procedures, BKD is not simply looking for findings to report. We are looking for opportunities to advise you on more efficient ways to address regulations and provide suggestions for operational and financial reporting improvements. Our goal is to continue providing insight to help the City continue to prosper.

## OUR COMMITMENT TO UNMATCHED CLIENT SERVICE

You want to continue to have trusted advisors who will deliver exceptional client service, focusing on your needs and taking the time to address your unique challenges. BKD understands. We take our commitment so seriously that we have penned our five standards of unmatched client service and supporting guidelines in *The BKD Experience: Unmatched Client Service*, a book that sets the firm's expectations for serving clients.

## BKD DELIVERS VALUE

It is important to monitor expenditures and receive exceptional value for your investments. However, informed consumers understand value is about more than just price. Value from a professional CPA and advisory firm is about the quality of the work and the merit of the advice. Expect BKD's work to be accurate and insightful. We stand behind it. Our Public Company Accounting Oversight Board and American Institute of CPAs peer reviews demonstrate the firm's record of excellence.

As evidenced by our inclusion in **INSIDE Public Accounting's** Best of the Best Firms list for the last six years, we also offer long-term consistency, exceptional performance and a national network of support and resources. BKD is large enough to help you address a variety of financial issues. At the same time, we pride ourselves on hard work and low overhead, which keep our fees competitive. With our reputation, size, service and experience, you can consider us a good value.

## OUR COMMITMENT TO YOU

You know the level of unmatched, high-quality service and personal attention you have received from your BKD team throughout the years. That level of commitment will not change if you remain with BKD. We do not take our past relationship for granted and will continue to enhance our service delivery and strive to continue to bring value to the City of Bellevue

I will contact you soon to answer any questions you may have about this fee letter, or you may reach me in the meantime at 402.392.1040, or by email at [ashreck@bkd.com](mailto:ashreck@bkd.com).

Sincerely,

A handwritten signature in black ink that reads "Amy Shreck". The signature is written in a cursive, flowing style.

Amy K. Shreck, CPA  
Director

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	July 2, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Amanda Parker- Human Service Manager  *Consent Agenda		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input checked="" type="checkbox"/>

SUBJECT:

\*Approval of and Authorization for the Mayor to sign the NE Transportation Assistance Agreement with NDOT.

SYNOPSIS:

Agreement with the Nebraska Department of Transportation to receive reimbursement of funds for operational expenses of the Specialized Transportation Service up to a maximum amount of \$147,703 in FY 19/20

FISCAL IMPACT:

This agreement, in the amount of \$147,703, amounts to approximately a %50 match in operational expenses.

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

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RECOMMENDATION:

To approve the agreement with NDOT to accept monthly reimbursement funds for expenses associated with the operating the Specialized Transportation Service up to \$147,703 for FY 19/20.

BACKGROUND:

The Department of Administrative Services applies annually for Public Transportation Assistance funds through NDOT to subsidize the operational expenses associated with running the Specialized Transportation Service for senior and disabled residents. The application for FY 19/20 was approved at the maximum requested level.

ATTACHMENTS:

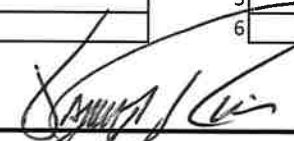
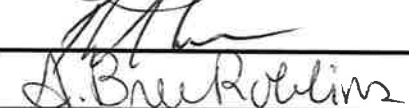
1	Transportaiton Assistance Agreement	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

  
\_\_\_\_\_  
  
\_\_\_\_\_

# AGREEMENT

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and the City of Bellevue, hereinafter referred to as "Contractor," is for the purpose of providing partial funding of Contractor's Public Transportation System (hereinafter referred to as "Project"), from July 1, 2019 until June 30, 2020.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2016), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Contractor has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

WHEREAS, the Contractor has the capability to provide local matching funds of an amount equal to that provided by the Department;

NOW THEREFORE, in consideration of these facts the parties agree as follows:

## Section 1 PROJECT SCOPE

The Contractor shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as "Project Application", filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

## Section 2 REDUCED FARES

The Contractor agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-half of

the rates generally applicable to other persons at peak hours for each one way trip. The Contractor may designate certain peak hours during which this section shall not apply.

### Section 3            AGREEMENT PERFORMANCE TERM

The Agreement performance term shall be from July 1, 2019 until June 30, 2020.

### Section 4            FUNDING

The Department's share shall not exceed State funds of \$147,703 or 50% of eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement performance term referred in Section 3.

### Section 5            PROJECT COST

The Department shall subsidize a percentage of the eligible operating deficit and the Contractor agrees to provide, from local sources, funds in an amount equal to the Department subsidy. The Contractor shall initiate and pursue to completion all actions necessary to enable the Contractor to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The Contractor further agrees no refund or reduction of the amount so provided will be made, unless there is at the same time, a refund to the Department of a proportionate amount.

### Section 6            PROJECT EQUIPMENT USES

The Contractor agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the Contractor shall immediately notify the Department and shall dispose of such equipment in accordance with procedures acceptable to the Department.



## Section 7           LEASES OR SUBCONTRACTS

Anytime the Contractor leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third party subcontracts shall be approved by the Department, prior to execution by the Contractor.

## Section 8           RECORDS AND REPORTS

### (a)     ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS

The Contractor shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the Department upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Department in all cases where the service offered is changed substantially from that described in the Project Application. The Contractor shall establish and maintain, in accordance with requirements established by the Department in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

### (b)     PROJECT COSTS DOCUMENTATION

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

### (c)     CHECKS, ORDERS AND VOUCHERS

Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents

pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) REPORTS

The Contractor shall advise the Department regarding the progress of the Project at such times and in such manner as the Department may require, including, but not limited to meetings and monthly reports. The Contractor shall submit to the Department, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the Department, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

Section 9 PAYMENTS

(a) The Department shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the Contractor's invoice.

(b) Payments shall be made once each month and shall be for costs incurred within the scope of this Agreement. The Contractor shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the Department no later than August 15<sup>th</sup> following the close of the Agreement performance term. Any invoices received after that date will be paid from funds authorized for the following fiscal year's agreement. The invoices shall be signed by a duly authorized representative of the Contractor, certifying that all of the items therein are true and correct. Payment shall be made subject to pre-audit processes by duly authorized representative(s) of the Department. The Department, upon receipt of the proper invoices, will make every reasonable effort to provide payment to the Contractor within (15) calendar days.

## Section 10 INSPECTIONS AND AUDIT

The Contractor shall permit the Department, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Contractor shall also permit the Department or its duly authorized representative(s) to conduct audit procedures of the financial records and accounts of the Contractor pertaining to the Project.

## Section 11 TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days' notice for any of the following reasons:

- (1) The Contractor discontinues providing the transportation services as agreed;
- (2) The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement would have required the approval of the Department;
- (3) The commencement, prosecution or timely completion of the Project by the Contractor is, for any reason, rendered improbable, impossible or illegal;
- (4) The Contractor shall be in default under any provision of this Agreement;
- (5) The Contractor fails to provide sufficient matching funds as defined in its Project Application; or
- (6) The Contractor desires termination for any reason.

## Section 12 AGREEMENT CHANGES

Any proposed change in this Agreement shall be submitted to the Department for its prior approval.

### Section 13            PROHIBITED INTERESTS

Any member, officer, or employee of the Contractor shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

### Section 14            NONDISCRIMINATION

The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

### Section 15            CLAIMS

The Contractor indemnifies, saves and holds harmless the Department and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the Contractor hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the Contractor. It is further agreed that any and all employees of the Contractor and all other employees except employees of the Department while engaged in the performance of any work or services required or provided for herein to be performed by the Contractor shall not be considered employees of the Department, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Department.

## Section 16            INSURANCE

The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect it and the subcontractor, if any, in case of accident. As a minimum, the coverage shall consist of not less than the following amounts:

1.    Workers' Compensation - Statutory
  2.    Bodily Injury and Property Damage - with  
      a combined single limit of liability of            \$500,000 each occurrence
- or
- |                        |                           |
|------------------------|---------------------------|
| Bodily Injury          |                           |
| General and Automobile | \$250,000 each person     |
| General and Automobile | \$500,000 each occurrence |
| Property Damage        |                           |
| General and Automobile | \$250,000 each occurrence |
| General                | \$500,000 each aggregate  |

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies. Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the Contractor and Department effective the day and year below written.

EXECUTED by the Contractor this \_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF BELLEVUE

BY \_\_\_\_\_

TITLE \_\_\_\_\_

EXECUTED by the Department this \_\_\_\_ day of \_\_\_\_\_, 2019

STATE OF NEBRASKA

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Ryan Huff, P.E.  
Intermodal Planning Engineer

## EXHIBIT A

### NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontractor, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*16b.  
7/2/19

COUNCIL MEETING DATE:	07/02/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Chief Mark Elbert <i>Mark Elbert Acting Chief</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:

VirTra Simulator Maintenance

SYNOPSIS:

This is our yearly simulator maintenance

FISCAL IMPACT:

Federal Forfeiture Money will pay for this item

USING EXISTING FUND BALANCE \$12520.50

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS ☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

Federal Forfeiture Money is used for this contract.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	81-50
	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	
	GL Account #:	6268
	GL Account Name:	Federal Forfeiture Money

RECOMMENDATION:

Acceptance of the Maintenance Contract for the VirTra Simulator

BACKGROUND:

The Department purchased the VirTra Simulator in 2015 and have had the company maintain the equipment ever since. This is a renewal of our Maintenance Contract for a year.

ATTACHMENTS:

1	Renewal for Maintenance Contract	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signatures]*



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

Account Name Bellevue Police Department  
Contact Name Jody Van Houten  
Phone (402) 293-3172  
Email jody.vanhouten@bellevue.net

Created Date 6/11/2019  
Quote Number 00002720  
Expiration Date 9/30/2019

Ship To Name Bellevue Police Department  
Installation Street 1510 Wall St.  
Installation City Bellevue  
Installation State NE  
Installation Zip Code 68005

Prepared By Nick Newhouse  
Phone (480) 968-1488  
Extension 5028  
Email nnewhouse@virtra.com

Notes: Coverage Dates: 9/28/19 to 9/27/20

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
SP-V300-PS	Service Plan- V300-Phone Support	1 year phone support, remote assistance including standard ground shipping on all replacement or repaired parts. Parts, labor and travel expenses are additional charges and will be billed at the time of service. Does not include software updates.	\$12,520.50	1.00	\$12,520.50
Subtotal					\$12,520.50
Discount					0.00%
Total Price					\$12,520.50
Grand Total					\$12,520.50

#### VirTra, Inc.

#### Sales Terms and Conditions for Direct Sales to End Users/Buyer Effective as of May 1, 2017 (supersedes all prior versions)

##### Definitions: The following capitalized words shall mean:

"End Users/Buyer" means the organization or person who buys Seller's Goods and Services.

"Goods and Services" means the articles, products, accessories and services to be supplied to Buyer by Seller.

"Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies.

"Seller" means VirTra, Inc., located at 7970 S Kyrene Rd., Tempe, AZ 85284.

**These Sales Terms and Conditions for Direct Sales to End Users/Buyers ("T&C") apply to Buyer's purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound to these T&C. Any different or additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller.**

**All Sales Final.** All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller using their Return Merchandise Authorization (RMA) form.

**Restocking Fees.** In Seller's sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of a Seller's error,

**Payment Terms.** Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, payment in full must be received prior to Seller's final acceptance of an order. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer's order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

**Late Payments.** Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.



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**Taxes.** Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

**Tax Exemption.** Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

**Shipping; Title; Risk of Loss.** Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed quote or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations. Title and risk of loss passes from Seller to Buyer FOB Shipping Point upon Seller's delivery to the common shipping carrier. Any loss or damage that occurs during shipment is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

**Excusable Delays.** Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

**Not For Resale or Export.** Buyer agrees and represents that they are buying for their sole use, and does not intend to resale or plan to export Seller's products. Shipping of Seller's products out of the United States (US) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval and a validated export/import license (DSP 5,61, or 73) submitted to Seller for processing and approval and issued by the US State Department.

**Regulations and Restrictions.** Buyer agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

**Technology and Intellectual Property Rights.** Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Without limiting the foregoing, Buyer will not, without Seller's prior written consent, use any trademark or trade name of Seller in connection with any Goods and Services. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends provided on the products.

**Design Changes.** Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

**Severable Provisions.** If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**Limitation of Liability.** Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price. Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller's gross negligence or that gross negligence of its employees or agents.

**Relationship of Parties.** Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C shall be deemed to construe either or the parties as the agent of the other.

**Assignment and Sub-Contracting.** The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller.

**Entire Agreement.** These T&C, along with the product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales T&C supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

**Governing Law; Jurisdiction and Venue.** The laws of the State of Arizona, USA govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction.

#### **Exclusions and Limitations; Release.**

To the extent permitted by law, Seller's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.



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To accept this quote as a purchase order, please sign and return to VirTra rep

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**-SELECT PAYMENT METHOD-**

\_\_\_\_\_ Credit Card; include contact information only  
(subject to limits)

\_\_\_\_\_ Purchase Order:

\_\_\_\_\_ Check:

\_\_\_\_\_ Other (please specify):

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*16c.  
7/2/19

COUNCIL MEETING DATE:	07/02/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Chief Mark Elbert <i>Mark Elbert Acting Chief</i>		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	

SUBJECT:

**Cyber Crimes Server/Data Storage**

SYNOPSIS:

Cyber Crimes storage devices have run out of storage for all of the Cyber Crimes investigations.

FISCAL IMPACT:

Federal Forfeitures will be used for part of the cost of the server \$100,000.00  
General Fund will fund \$42,250.00

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES

☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

The Forfeiture money is not a budgeted item.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Server for Cyber Crimes	
	Expected Start Date:	09/30/2019	Expected End Date:
	CIP Project Name:		
	MAPA # and Name:		
Finance	Street District # and Name:		
	Distribution Code:	81-50.10-20	
	GL Account #:	6268.7170	

[Fund-Dept-Project-Subproject-Funding Source-Cost Center]

GL Account Name: Federal Forfeiture Money, Software and Licensing

RECOMMENDATION:

Approve the purchase of a Server for the Cyber Crimes Lab.

BACKGROUND:

When the department moved from mission street it was discussed that with the increase of the Cyber Crimes they would need a lab to be able to investigate all of the cases. During the building process the large server was not in the budget for the building. We have been purchasing small storage devices to get them by, but now we have run out of storage for these cases. It is imperative that we purchase a Storage Server for Cyber Crimes in order to continue to have these crimes investigated and the evidence stored for the prosecution of these cases.

ATTACHMENTS:

1	Quote for Server	4	
2	Explaintation for purchase	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*  
*A. Bruce Bowlin*



# **BELLEVUE POLICE DEPARTMENT**

## **MEMORANDUM**

TO: Chief Elbert  
FROM: Officer Roy Howell  
SUBJECT: Forensic Lab Data Storage Situation  
DATE: 06/06/2019



Chief Elbert,

Before entering our new building, I requested a server be installed in the Bellevue Police Department Forensic Lab, due to our storage needs being overwhelmed. I was informed the server was not figured into the construction plan and therefore we would not be able to obtain one. An alternate cheaper method was used consisting of two mass storage devices with a raid system setup. I used a single system raid set up previously and a hard drive failure causing us to lose all our evidence files. The two-raid system has failed once since we have been in the new building. The data was recovered however I did not have access to it for almost six months, causing significant issues. Due to the first two mass storage devices being full and going inoperable for almost six months another set of mass storage devices had to be ordered. The cost of both systems was almost \$20,000.00 and they were a temporary fix to a larger problem. Both mass storage systems, which hold approximately 60TB's worth of data and evidence, are currently full. In 2018 I requested a FREDC server costing approximately \$134,949.00. We were denied the ability to obtain the server therefore causing us to have to buy another storage device in 2018 costing \$20,000.00. This storage device was put in service at the end of 2018 and provided us with 90.6TB of usable storage. As of this date we have 81.1TB free on the new storage device. At the rate of use it will be full in the next 12 to 18 months. Best practice in the world of forensics is to have an image file of the hard drive you are examining. These image files and reports from forensic software need to be stored and kept available for prosecution for a minimum of up to 3 years. Certain cases they need to be held a lot longer due to the nature of the crime. Just recently the County Attorney's Office requested information on a 2014 case. I was able to locate the files and present them to them.

I am again requesting the department buy a FREDC, which is a forensic file server. The FREDC has 320TB(Equals storage of 240TB's), setup in a raid system with a tape drive backup system. Therefore, the system has a similar raid setup but also has a tape drive backup for evidence files. This device has the ability to notify the administrator if there is a drive failure or if there are any type of system issues, prior to possibly losing any data. The FREDC also has the capabilities to be continually updated. The quoted price in 2018 was \$134,949.00. The price quoted for the same or similar model due to some updates is now 142,250.00.

## BELLEVUE POLICE DEPARTMENT MEMORANDUM

CONTINUED: Forensic Lab Needs/Wish List

DATE: 06/06/2019

Without the purchase of the new FREDC, the department in the near future will again have to purchase another two mass storage devices with a raid system setup, which will make four separate systems. This will only provide another approximately 90TB of storage and again is only a band-aid for a larger problem. The first two mass storage device systems are approximately 7 years old and has no way to be updated. These types of systems typically cannot be updated, and their life expectancy is approximately 8 years. In order to maintain a proficient and efficient forensic lab a FREDC is hereby being requested.

Respectfully,



Officer Roy Howell

Digital Intelligence, Inc.  
17165 West Glendale Drive  
New Berlin, WI 53151

Voice: (262) 782-3332  
Fax: (262) 782-3331  
Email: sales@digitalintelligence.com

Date	Quote #
6/4/2019	20190604A

Fed Tax ID # 39-1957034

Customer
Roy Howell Email: <a href="mailto:roy.howell@bellevue.net">roy.howell@bellevue.net</a> Tel: 402-293-2776

Item	Description	Quantity	Unit Cost	Total
K6000	<b>Forensic Recovery of Evidence Data Center (FREDC) consisting of:</b>	1	123,250.00	123,250.00
F6230	<b>Forensic File Server (4U)</b>  Dual(2) Intel® Xeon® 4110 CPUs, (8 Core) 2.1 GHz/3.0 GHz, 11MB Cache [T1342]  128 GB(8x32GB) PC4-21300 DDR4 2666 MHz ECC Memory [T2327]  100 TB Internal RAID Array (80 TB RAID6, 10 X 10 TB Drives)  1 x 500 GB 7200 RPM SATA Hard Drive in removable drive bay - Disaster Recovery Drive  4 port (16 channel) 12Gb/s SAS controller card  <b>Detailed System Specifications:</b> 4U Rackmount Enclosure (10 Bays) 1200 Watt Modular Power Supply Dual Intel® Socket P (LGA 3647) Motherboard for Intel® Xeon® Scalable Processors Family (205W) Intel® C621 Chipset 12 DIMM Slots supporting DDR4 2666/2400 Registered ECC (RDIMM, LR-DIMM) Memory - up to 768 GB 7 PCI-Express 3.0(x16) Slots 8 ports Intel® 6 Gb/s SATA Controller 2 ports ASMedia® 6 Gb/s SATA Controller 4 x U.2 connector 1 x M.2 Socket 3, with M Key 2 Intel® I210-AT Gigabit LAN RJ45 ports Realtek® S1220A 7.1-Channel High Def Audio CODEC 1 x Optical S/PDIF out 1 x 8-channel Audio I/O 1 PS/2 Ports (Keyboard & Mouse Combo) Intel® X550-T2 10GbE LAN controller - 2 port 4 USB 2.0 Ports - 2 Back, 2 Front Mounted 10 USB 3.0 Ports - 10 Front Mounted 4 USB 3.1 Gen 1 ports - Back Mounted 1 USB 3.1 Gen 2 port - Back Mounted 1 USB 3.1 Gen 2 Type C port - Back Mounted Aspeed AST2500 64MB VRAM Graphics Controller 4 x 2.5" SATA Drive Chassis with external access	1		



## Request for Quote

Digital Intelligence, Inc.  
17165 West Glendale Drive  
New Berlin, WI 53151

Voice: (262) 782-3332  
Fax: (262) 782-3331  
Email: sales@digitalintelligence.com

Date	Quote #
6/4/2019	20190604A

Fed Tax ID # 39-1957034

	2 x RAID Chassis with 5 removable drive bays each (10 total) BD-R/BD-RE/DVD±RW/CD±RW Blu-ray Burner Dual-Layer Combo Drive			
S1601	Operating System Software - SUSE Linux Enterprise Server Operating System	1		
S1615	Xming X Server Software for FREDC	1		
S1616	Eltima USB Network Gate Software for FREDC	1		
S1626	FREDC Backup Software	1		
T5532	Master Unit - 160.0 Terabyte RAID Array Module (140 Terabyte RAID-6) (3U) 16-Bay, 3U Rackmount RAID Enclosure (Multilane SAS Attached) 16 x 10 TB, 7200 RPM Hard Drives in Hotswap removable drive trays	2		
T5533	JBOD Unit - 160 Terabyte Array Module (140 TB RAID-6) 16-Bay, 3U Rackmount RAID Enclosure (Multilane SAS Attached) 16 x 10.0TB 7200 RPM Hard Drives	2		
T6018	LTO-8 Ultrium Robotic Tape Library (2U) LTO-8 Ultrium Drive, 24 Slot Library, SAS interface	1		
T6011	LTO-7 Media Set Qty 15 x Data Media (6 TB/15 TB capacity) Qty 1 x Cleaning Media	1		
T6233B	10 Gigabit (Copper) Network Switch Qty 1 x Fully managed, line-rate 10G Copper 'Base-T' rackmount switch. Supports up to 48 10GBase-T (RJ45) and 4 SFP+ ports.	1		
T6236	24 Port Rackmount Cat 6A Patch Panel (1U)	2		
C6001	Cat 5e 10ft Patch Cable Set - 5 cables	1		
C6002	Cat 6A 1ft Patch Cable Set - 25 cables	2		
C6003	Cat 6A 10ft Patch Cable Set - 5 cables	1		
X9070	Rackmount 19 inch LCD Display with integrated Keyboard/Track Pad (1U)	1		
X9071	8 port KVM Switch KVM with IP Remote Access	1		
C6004	KVM Cable Set - Qty 2 x USB, Qty 1 x P/S2 Cables	1		

Digital Intelligence, Inc.  
17165 West Glendale Drive  
New Berlin, WI 53151

Voice: (262) 782-3332  
Fax: (262) 782-3331  
Email: sales@digitalintelligence.com

Date	Quote #
6/4/2019	20190604A

Fed Tax ID # 39-1957034

T6214	12 Outlet 15A 120V Rackmount Power Strip	2		
X9072	2U Rackmount Shelf	1		
T6213	3000 VA Rackmount Uninterruptable Power Supply (UPS) (2U)	2		
T6212	42U Rackmount Enclosure w/doors and Ventilation Fans - 23.5"(w) x 36"(d) x 84"(h)	1		
F1130 RM	<p><b>Forensic Recovery of Evidence Device - RackMount (FRED-RM) (4U)</b></p> <p>Intel® Core™ i7-7800X 6 Core Processor, 3.5 / 4.0 GHz, 8.25MB Intel® Smart Cache [T1053]</p> <p>64 GB Memory PC4-21300 DDR4 2666 MHz (2x16GB) [T2014]</p> <p>Nvidia GTX 1050Ti 4GB 128 bit GDDR5 PCI-Express Video Card - 1 DisplayPort, 1 HDMI, and 1 DVI-D ports - [T0023]</p> <p><u>NVME M.2 PCIe Solid State Drives</u>            DRIVE 1 - 512 GB Solid State M.2 NVMe Drive [T3043] - Operating System installed on DRIVE 1            DRIVE 2 - Optional - NOT SELECTED</p> <p><u>SATA Connected Drives</u>            DRIVE 3 - 512 GB Solid State SATA Drive [T3077]            DRIVE 4 - Optional - NOT SELECTED            DRIVE 5 - Optional - NOT SELECTED            DRIVE 6 - Optional - NOT SELECTED            DRIVE 7 - 2 TB 7200rpm SATA Drive [T3095]</p> <p><u>USB3.1 HotSwap Connected Drives</u>            DRIVE 8 - Optional - NOT SELECTED</p> <p>10 Gigabit Network Card - 1 port [T6238]</p> <p><b>Windows 10 Professional (64 bit) [T0018]</b>            Other Operating System included:            • openSUSE Tumbleweed (64 bit)</p> <p><b>System Restore Media</b> - Bootable Blu-ray disc containing restore environment and factory configured operating system images</p> <p><b>Hardware Write Blocking:</b>            Digital Intelligence® UltraBay 4d Hardware Write-Blocker with touch screen display:            • Integrated IDE Drive Write Blocker            • Integrated SATA Drive Write Blocker</p>	1		

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	<ul style="list-style-type: none"> <li>• Integrated SAS Drive Write Blocker</li> <li>• Integrated USB 3.0/2.0 Write Blocker</li> <li>• Integrated FireWire IEEE 1394b Write Blocker</li> <li>• Integrated PCIe Write Blocker</li> <li>• Write-Block and Read/Write visibility via Lock/Unlock LEDs</li> <li>• Read and write mode capabilities for all device ports controlled via front panel</li> <li>• Allows simultaneous imaging of 2 attached devices</li> </ul> <p>Digital Intelligence® Integrated Forensic Media Card Reader - Read-Only and Read/Write switchable</p> <p>Digital Intelligence® Imaging Workshelf - Extendable/Retractable with integrated ventilation</p> <p><b>Detailed System Specifications:</b>  4U Rackmount Enclosure (10 Bays)  1200 Watt Modular power supply  Intel® X299 Chipset Motherboard - Workstation series  7 PCI-Express 3.0(x16) Slots  1 M.2 Socket 3, with M key, type 2242/2260/2280/22110 storage devices support (PCIe 3.0 x 4 mode)  1 M.2 Socket 3, with M key, type 2242/2260/2280 storage devices support (PCIe 3.0 x 4 mode)  8 x SATA 6Gb/s port(s)  2 x U.2 connector  2 RJ45 LAN ports -  Intel® I210-AT, 1 x Gigabit LAN Controller  Intel® I219-LM, 1 x Gigabit LAN Controller  Realtek® ALC S1220A 7.1 Channel High Def Audio CODEC  4 USB 2.0 ports - 2 Back Mounted 2 Front Mounted  11 USB 3.0 ports - 8 Back Mounted, 3 Front Mounted  3 USB 3.1 ports - Back Mounted  2 USB 3.1 Type C port - Back Mounted  1 Write Blocked USB 3.0/2.0 port - Front Mounted  1 FireWire IEEE 1394b (800 MB/s) ports - Front Mounted(Write Blocked)  4 x 2.5" SATA Drive Chassis with external access  1 x Shock Mounted SATA Removable Hard Drive Bays (IDE Capable)  1 x HotSwap Shock Mounted Universal (IDE/SATA compatible) Removable Hard Drive Bays  BD-R/BD-RE/DVD±RW/CD±RW Blu-ray Burner Dual-Layer Combo Drive</p> <p>Toolbox containing: Adapters, Cables, Security</p>			
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Digital Intelligence, Inc.  
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New Berlin, WI 53151

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## Request for Quote

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6/4/2019	20190604A

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	<p>Screwdriver Set and OEM Documents</p> <p>Other Software included: Symantec Ghost, CD Authoring Software</p> <p>Rackmount Rail Set</p> <p>Warranty: 1 year</p>			
B1100	<p><b>Free Training (Limited Time Offer):</b> One Seat per System in the 1-day FRED orientation and training course "Digital Forensics with FRED" Please note: Training held at Digital Intelligence headquarters New Berlin, WI.</p>	1		
	<p><b>Warranty</b> 1 year hardware warranty, lifetime technical support (telephone, email, online support ticket system)</p>	1	INC	INC
	<p><b>Onsite Installation, Configuration, and Equipment Orientation (Continental US)</b></p>	1	INC	INC
	<p><b><u>SITE REQUIREMENTS</u></b></p> <p><b><u>Standard 120 Volt Electrical Requirements:</u></b> FREDC requires a 30 Amp, 120 Volt circuit with a NEMA L5-30R receptacle.</p> <p><b><u>Optional (by request) 230 Volt Electrical Requirements for International Customers:</u></b> 16 Amp, 230 Volt circuit with receptacle for one of the following plug types - (IEC-320 C20, Schuko CEE 7 / EU1-16P, British BS1363A)</p> <p><b><u>Cooling Load:</u></b> UPS is capable of providing 2700 watts of power at maximum output resulting in a maximum heat output of about 9215 BTU/HR for cooling load. Standard build does not saturate UPS.</p> <p><b><u>Network Cabling:</u></b> DIRECT Cat5e(for 1G network) or Cat6A (for 10G network) cabling should extend from FREDC location to work stations included in the forensic network. Cabling at FREDC location should be terminated with standard RJ45 plugs and 10 feet of excess length.</p> <p><b><u>EggMail Notification System (US Only):</u></b> Sends text message system notifications. Requires adequate cellular coverage at FREDC location. Only available in United States.</p>			
F1560	<p><b>GPU PowerStation - DX (Dual Xeon) Configuration</b></p>	1	15,300.00	15,300.00

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<p>Dual(2) Intel® Xeon® 4110 CPUs, (8 Core) 2.1 GHz/3.0 GHz, 11MB Cache [T1342]</p> <p>64 GB (4x16GB) PC4-21300 DDR4 2666 MHz ECC Memory [T2330]</p> <p><u>SATA Connected Drives</u> DRIVE 1 - 512 GB Solid State SATA Drive [T3077]</p> <p><u>GPU Acceleration Option</u></p> <p><b>4 x Nvidia RTX 2080 8GB Cards - 2944 CUDA cores each; 11,776 CUDA cores total [T0029]</b></p> <p><u>Other GPU Options</u> 8 x Nvidia RTX 2080 8GB Cards 23,552 Total CUDA cores [T0030] - <b>ADD \$5,000.00</b> 4 x Nvidia RTX 2080Ti 11GB Cards 17,408 Total CUDA cores [T0031] - <b>ADD \$3,100.00</b> 8 x Nvidia RTX 2080Ti 11GB Cards 34,816 Total CUDA cores [T0032] - <b>ADD \$11,200.00</b></p> <p><u>Operating System</u></p> <p>Windows 10 Professional (64 bit) [T0018]</p> <p>System Restore Media - Bootable Blu-ray disc containing restore environment and factory configured operating system images</p> <p><b>Detailed System Specifications:</b> 5U Rackmount Case 2000 Watt Redundant Power Supplies Dual Intel® Socket P (LGA 3647) Motherboard for Intel® Xeon® Scalable Processors Family (205W) Intel® C622 Chipset. 24 DIMM Slots supporting DDR4 2666/2400 Registered ECC (RDIMM, LR-DIMM) Memory - up to 3 TB LR-DIMM ASPEED AST2500 BMC Graphics Controller 11 PCI-Express 3.0(x16) Slots 1 PCI-Express 3.0(x8) Slot 10 ports SATA3 Controller 1 x M.2 Socket 3, with M Key 2 x RJ45 10GBase-T LAN ports Intel® 622 Chipset 1 RJ45 Dedicated IPMI (Intelligent Platform Management Interface) LAN port 4 USB 3.0 ports - Back Mounted 1 VGA Connector - Back Mounted 1 COM port - Back Mounted 8 x 2.5" SAS/SATA Hot Swap Drive Bays</p> <p>Other Software included: Symantec Ghost</p>			
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## Request for Quote

Digital Intelligence, Inc.  
17165 West Glendale Drive  
New Berlin, WI 53151

Voice: (262) 782-3332  
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Date	Quote #
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	Warranty: 3 years			
	<b>Freight and Delivery charges (CONUS)</b> Note: All freight deliveries are dock or curb-side only	1	700.00	700.00
<b>T6203</b>	<b>(OPTIONAL) Follow-Up Support Visit:</b> 1 Day on-site support visit providing additional procedural review, training, and general assistance as requested by customer. Customer to schedule within 6 months of installation and to take place within 1 year of installation. (CONUS)	1	3,000.00	3,000.00
	<b>Available Extended Maintenance Contracts - Please contact Digital Intelligence Sales</b>  <b>Additional FREDC Options available - Please contact Digital Intelligence Sales for more information on Database Server, and Virtual Machine Servers.</b>			
All prices are in U.S. Dollars		<b>Subtotal</b>	\$ 142,250.00	
This quote is valid for 30 days from date of issue.		<b>Tax</b>	0.00	
To order please FAX P.O. to (262) 782-3331 or email to <a href="mailto:sales@digitalintelligence.com">sales@digitalintelligence.com</a>		<b>Total</b>	\$ 142,250.00	
Thank you for your interest				

Prepared by: Jane Stone  
Rev.04172019

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	7/2/2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Alternatives Evaluation of Fort Crook Rd. & Harlan Dr. (formerly Highway 370)

SYNOPSIS:

Request permission to enter into an agreement for Professional Engineering Services between the City of Bellevue and Alfred Benesch & Company for the Alternatives Evaluation of Fort Crook Rd. & Harlan Dr. (formerly Highway 370).

FISCAL IMPACT:

\$22,000

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7040

RECOMMENDATION:

Request approval of the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and Alfred Benesch & Company for the Alternatives Evaluation of Fort Crook Rd. & Harlan Dr. (formerly Highway 370) project not to exceed \$22,000.

BACKGROUND:

The Nebraska Department of Roads relinquished Hwy 370 to the City of Bellevue east of Arboretum Drive through the 3/11/2013 agreement and its 6/9/2014 supplement. With the relinquishment, the City took over responsibility of the bridge over Fort Crook Road. Deterioration of the existing bridge structure and increased traffic safety concerns over the years has created the need to evaluate the most prudent course of action for the City to follow regarding the bridge in terms of long term maintenance and public safety. Three alternatives are to be considered in this evaluation: rehabilitation of the existing bridge and pavement; conversion of the intersection to an at-grade roundabout with bypass lanes; and conversion of an at-grade signalized intersection.

ATTACHMENTS:



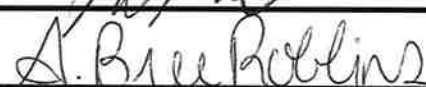
1	Proposal	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



Alfred Benesch & Company  
14748 W. Center Road, Suite 200  
Omaha, NE 68144-2029  
www.benesch.com  
P 402-333-5792  
F 402-333-2248

January 17, 2019

Mr. Dean Dunn, PE  
Manager of Engineer Services  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: Alternatives Evaluation of Fort Crook & Highway 370

Dear Mr. Dunn:

Alfred Benesch & Co. (Benesch) appreciates the opportunity to propose to provide professional engineering services to assist the City with evaluating concepts for the improvement of the intersection of Fort Crook Blvd and Highway 370. The following details the assumptions and anticipated scope of services.

#### **OVERVIEW**

Alfred Benesch & Company (Consultant) proposes to provide the professional services to identify and evaluate conceptual alternatives to rehabilitate or improve the above referenced intersection. The work required includes consideration of three (3) alternatives: rehabilitation of the existing bridge and pavement; conversion of the intersection to an at-grade roundabout with bypass lanes; and conversion of an at-grade signalized intersection.

#### **CITY OF BELLEVUE TO PROVIDE OR COMPLETE**

Consultant anticipates the City of Bellevue will provide or arrange for the following items for use in the development of the project deliverables:

- Desired features or constraints related to each alternative;
- Constraints for maintenance of traffic during construction;
- Any City-owned preliminary design and topography files (CAD or GIS) for all work performed to date;
- Any City-owned past studies relevant to the intersection configuration; and
- Any City-owned survey information available for the current intersection or approaching roadways.

#### **UNDERSTANDING AND ASSUMPTIONS**

Design efforts will consist of plan view layout of each alternative with approximate horizontal and vertical alignments. Major elements of work will be quantified with allowances provided for related work. Traditional urban features – sidewalks, curb and gutter, and subsurface drainage – will be included with each concept. Traffic data provided by the City or available from the Metropolitan Area Planning Agency will be used to determine roadway geometrics. Designs will follow Nebraska Department of Transportation and City of Bellevue guidelines.

The following items will be included in the conceptual design and evaluation:

- Conceptual Typical Section and Plan View Layout of Each Alternative;
- Conceptual Right of Way and Easement Impacts;
- Conceptual Maintenance of Traffic During Construction Plan; and
- Estimated Permanent and Temporary Construction Costs with 20% contingency.



It is anticipated wetlands or other environmentally sensitive features will be identified using a desktop review. Three-dimensional modeling or creation of cross sections for each alternative is not included in this scope of work.

Benesch will provide an evaluation summary and recommended alternative. The summary will include the following for each alternative:

- Narrative description, safety, and advantages/disadvantages;
- Plan view layout atop a recent aerial photo;
- Estimated construction cost;
- Narrative comparison of long-term maintenance requirements.

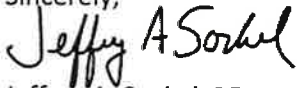
It is anticipated three (3) meetings will be conducted during the performance of this scope of work – kick off meeting to discuss concept ideas, concept review meeting, and final presentation of alternatives.

Compensation for the services shall be on a time and materials basis with time reimbursed at a 3.0 multiplier of direct labor cost and any direct expenses reimbursed at actual cost. It is anticipated the above scope of work will require approximately 180 hours of labor and can be performed for a Not to Exceed fee of \$22,000.

Benesch agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,



Jeffery A. Sockel, PE

Senior Vice President/Omaha Division Manager

Accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*16e.  
7/2/19

COUNCIL MEETING DATE:	07/02/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Finance Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

**CDBG Consulting Contract Renewal**

SYNOPSIS:

The City's CDBG specialist utilizes a contracted consultant. The City has received a high quality of service and reduced the cost of CDBG over the past several years. This is a renewal of that contract for two years with an increase in the hourly rate from \$39/hr to \$41/hr (2-year term). The cost of the CDBG consultant is paid by the HUD/CDBG program funds (no direct cost to the City).

FISCAL IMPACT:

Continued savings of \$25k from the fully-loaded cost of a full-time employee.

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:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approve the Independent Contractor Agreement renewal.

BACKGROUND:

The CDBG specialist had been with the City for nine years (six years as an employee and three years as a contractor), bringing the CDBG program to a highly-respected level by participants and HUD administrators. In order to continue that level of competence in the performance of CDBG duties, the City is proposing to renew the contract with the individual. These CDBG services are reimbursed by CDBG/HUD program funds.

ATTACHMENTS:

1	Contractor Agreement	4	
2	Contractor Agreement-changes	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*

**INDEPENDENT CONTRACTOR AGREEMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT "CDBG" PROGRAM SPECIALIST**

THIS AGREEMENT is made and entered into this 9<sup>th</sup> 2<sup>nd</sup> day of July, ~~2018~~2019, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Highland" or "CDBG Specialist").

WHEREAS, the City participates in the federally funded Community Development Block Grant entitlement program (hereinafter referred to as "CDBG Program");

WHEREAS, the City desires the CDBG Specialist to perform certain professional consultation services pertaining to coordination and implementation of the CDBG Program, more specifically described below (also referred to as "Work");

WHEREAS, the CDBG Specialist represents that she is qualified and desires to perform such Work;

THEREFORE, the City and Highland, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

1. **SCOPE OF WORK.** During the term of this Agreement, the CDBG Specialist agrees to fully and completely perform Work for the City, in a manner and form satisfactory to the City, as more specifically set forth in Exhibit "A".

2. **TIME AND PLACE FOR WORK.** The CDBG Specialist will perform Work outside of the premises and/or the geographical location of the City. The CDBG Specialist shall comply with all federal, state and local timelines for the completion of Work under this Agreement.

3. **OWNERSHIP OF WORK.** The CDBG Specialist expressly acknowledges that the Work and services provided hereunder, including but not limited to any material, designs, products, inventions, original works of authorship, creative works, discoveries, innovations, improvements, developments, and modifications, are being specially ordered and commissioned by the City. The Work contributed by the CDBG Specialist hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. The City shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the CDBG Specialist's Work and services provided hereunder, in whatever stage of completion.

If for any reason the Work hereunder is determined at any time not to be a "work made for hire", the CDBG Specialist hereby expressly agrees to irrevocably transfer and assign to the City all rights, title and interest therein, including all copyrights and reproduction rights to any Work prepared by the CDBG Specialist in connection with and arising out of this Agreement, as well as all extensions thereto. The CDBG Specialist further agrees to cooperate with the City in securing and defending the City's rights, title, ownership, copyright and interest.

The CDBG Specialist represents that, except with respect to material furnished to the CDBG Specialist by the City, the CDBG Specialist is the sole author of the Work and all services are original with the CDBG Specialist and not copied in whole or in part from any other Work; that the CDBG

Specialist's Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

4. **TERM AND TERMINATION.** The term of this Agreement shall be effective on the 9<sup>th</sup> day of July, ~~2018~~2019, and shall continue thereafter in full force and effect for a period of ~~one (1) year~~two (2) years, ending July 8<sup>th</sup>, ~~2019-2021~~. This Agreement may be terminated by (1) mutual, written agreement of all parties; (2) ninety (90) days' written notice of either party, for any reason; or (3) thirty (30) days' written notice of either party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect. This Agreement may be renewed for a term of one (1) year, ~~on an annual basis~~, if agreed to in writing by all parties.

5. **COMPENSATION AND PAYMENT.** The City agrees to pay the CDBG Specialist for full and completed performance of all Work under this Agreement at the rate of ~~THIRTY-NINE~~FORTY-ONE DOLLARS AND NO/100 (\$~~39~~41.00) per hour, not to exceed 1, ~~200~~250 hours per year. The CDBG Specialist will record her time on a per project basis and submit invoices every month for all Work completed, whether or not the project has been completed. The City will remit payment to the CDBG Specialist within ten (10) business days of approval of said invoices by the City Council. The City shall send payments to the CDBG Specialist's mailing address as set forth below. The CDBG Specialist is responsible for informing the City of any change of address. The CDBG Specialist will not receive any further payment from the City unless mutually agreed to in writing in advance.

6. **TRAVEL EXPENSES.** The City agrees to reimburse the CDBG Specialist for travel expenses and other costs associated with such travel, including airfare and accommodations, which are pre-approved in writing by the City Administrator or his or her designee, and directly related to the CDBG Specialist's completion of Work under this Agreement.

7. **RESOURCES.** The CDBG Specialist shall supply her own computer, supplies and contact information, including email address and phone number. The CDBG Specialist shall not have access to the City's intranet, City server or City email. The CDBG Specialist shall have access to any City records and information necessary to complete Work under this Agreement, including but not limited to, contact information and forms. The City's staff will be available for meetings with the CDBG Specialist, with reasonable advance notice, so as not to unreasonably interfere with or adversely affect the timeline for completion of Work under this Agreement.

8. **INSURANCE.** The CDBG Specialist shall furnish a Certificate of Insurance as proof that she has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the City under the laws of the State of Nebraska.

9. **PROFESSIONAL RESPONSIBILITY.** Nothing in this statement shall be construed to interfere with or otherwise affect the rendering of services by the CDBG Specialist in accordance with her independent and professional judgment. The CDBG Specialist shall perform her services substantially in accordance with generally accepted practices and principles of her trade.

10. **CONFIDENTIALITY.** The CDBG Specialist acknowledges that she may be given or have access to Confidential Information, which is information or material proprietary to the City, including any information, data, know how, and other intellectual property, utilized by the City in its course of business. The CDBG Specialist agrees to keep, hold and maintain in trust all such Confidential Information and to neither directly nor indirectly disclose to any third party such Confidential Information without the prior written consent of the City. This obligation shall survive the termination of any agreement or relationship between the parties. At any time upon request in writing by the City, the CDBG Specialist shall immediately return or destroy such Confidential Information in its possession and control. Upon breach of any provision of this confidentiality agreement, the City shall be entitled to equitable and injunctive relief, recovery of any and all damages and any other remedies available under applicable law or in equity as determined by a court of competent jurisdiction.

11. **RELATION OF THE PARTIES.** The CDBG Specialist is retained by the City for the purposes and to the extent set forth in this Agreement and the CDBG Specialist's relationship to the City shall, during the term of this Agreement, be that of an Independent Contractor and shall not be considered as having an employee status. The City shall not withhold, from sums becoming payable to the CDBG Specialist hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement.

12. **ANTI-DELEGATION.** The CDBG Specialist shall not delegate any of her Work to third parties.

13. **NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and addressed as set forth below:

CITY OF BELLEVUE:  
City Administrator  
1500 Wall Street  
Bellevue, NE 68005

CDBG SPECIALIST:  
Abby Highland  
1282 Oleander  
Edwards, CA 93523

14. **INDEMNIFICATION.** The CDBG Specialist agrees to accept and be responsible for her own acts or omissions, as well as the acts or omission of her employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the City. The CDBG Specialist agrees to indemnify, defend and hold harmless the City, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the CDBG Specialist's Work and services under this Agreement.

The City similarly agrees to accept and be responsible for its own acts or omissions, as well as the acts or omission of its employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the CDBG Specialist. The City agrees to indemnify, defend and hold harmless the CDBG Specialist, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the City's actions under this Agreement.

15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska. The language of all

parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

16. **OTHER TERMS.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement constitutes the complete understanding between the Parties, unless amended by a subsequent written agreement signed by the City and the CDBG Specialist. Nothing in the Agreement shall be construed as prohibiting or limiting the CDBG Specialist from engaging in order employment, including providing similar consultation services to third parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**AGREED AND ACCEPTED:**

CITY OF BELLEVUE

\_\_\_\_\_  
MAYOR ~~RITA SANDERS~~ RUSTY HIKE Date: \_\_\_\_\_

\_\_\_\_\_  
ABBY HIGHLAND Date: \_\_\_\_\_

\_\_\_\_\_  
~~Sabrina Ohnmacht, City Clerk~~  
SUSAN KLUTHE, CITY CLERK

**EXHIBIT "A"**  
**Work to be Performed by CDBG Specialist**

Provides the City and other entities with the appropriate processes and procedures to manage its allocation of HUD dollars.

Provides information to the City of community, social and economic resources available to low and moderate income families.

Implements all federal requirements and objectives outlined in the consolidated and annual action plans.

This vendor has a high degree of access to confidential information. Incumbents of this position shall adhere to the City Personnel policy regarding confidentiality.

Provides the plan and coordinates policy development for the Community Development Block Grant Program, ensuring compliance with applicable federal rules and regulations.

Prepares and submits necessary documents and reports in a timely manner, to remain in compliance with, but not limited to, HUD requirements, including the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and required quarterly reports to Department of Housing and Urban Development.

Creates and provides necessary information to the City for the annual allocation process for CDBG funding provided by HUD, ensures programs and projects submitted meet the national objectives of the federal program.

Organizes the citizen participation process for the allocation of federal funds, including providing the City with posting notices, hosting of public hearings, and obtaining citizen comments.

Provides notice and tracking of availability, allocation, and expenditure of CDBG funds and performs continual financial monitoring of federally funded activities.

Provides ongoing monitoring of CDBG funding, including compliance with environmental review requirements, prevailing wage requirements and administrative regulations as they pertain to projects and activities funded through CDBG.

Coordinates the application, award process, and ongoing administration of selected federal, state and local grant funds, including assisting with the maintenance of federal expenditure schedules for annual audits.

Forecasts contract expenditures and revenues.

**E-VERIFY AGREEMENT**

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of July, ~~2018~~2019, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Contractor").

The City and Contractor hereby incorporate the following into each and every other agreement, whether oral or written, whether by work order, purchase order or otherwise, entered into between City and Contractor during any period during the term of this Agreement as if the following was part of each and every other 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](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: July ~~9, 2018~~ 2019.

#### **THE CITY OF BELLEVUE, NEBRASKA**

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

Name: ~~Rita Sanders~~ Rusty Hike

Title: Mayor

#### **ATTEST:**

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



**Abby Highland, Contractor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Abby Highland

**INDEPENDENT CONTRACTOR AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT "CDBG" PROGRAM SPECIALIST**

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of July, 2019, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Highland" or "CDBG Specialist").

WHEREAS, the City participates in the federally funded Community Development Block Grant entitlement program (hereinafter referred to as "CDBG Program");

WHEREAS, the City desires the CDBG Specialist to perform certain professional consultation services pertaining to coordination and implementation of the CDBG Program, more specifically described below (also referred to as "Work");

WHEREAS, the CDBG Specialist represents that she is qualified and desires to perform such Work;

THEREFORE, the City and Highland, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

1. **SCOPE OF WORK.** During the term of this Agreement, the CDBG Specialist agrees to fully and completely perform Work for the City, in a manner and form satisfactory to the City, as more specifically set forth in Exhibit "A".

2. **TIME AND PLACE FOR WORK.** The CDBG Specialist will perform Work outside of the premises and/or the geographical location of the City. The CDBG Specialist shall comply with all federal, state and local timelines for the completion of Work under this Agreement.

3. **OWNERSHIP OF WORK.** The CDBG Specialist expressly acknowledges that the Work and services provided hereunder, including but not limited to any material, designs, products, inventions, original works of authorship, creative works, discoveries, innovations, improvements, developments, and modifications, are being specially ordered and commissioned by the City. The Work contributed by the CDBG Specialist hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. The City shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the CDBG Specialist's Work and services provided hereunder, in whatever stage of completion.

If for any reason the Work hereunder is determined at any time not to be a "work made for hire", the CDBG Specialist hereby expressly agrees to irrevocably transfer and assign to the City all rights, title and interest therein, including all copyrights and reproduction rights to any Work prepared by the CDBG Specialist in connection with and arising out of this Agreement, as well as all extensions thereto. The CDBG Specialist further agrees to cooperate with the City in securing and defending the City's rights, title, ownership, copyright and interest.

The CDBG Specialist represents that, except with respect to material furnished to the CDBG Specialist by the City, the CDBG Specialist is the sole author of the Work and all services are original with the CDBG Specialist and not copied in whole or in part from any other Work; that the CDBG Specialist's Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

4. **TERM AND TERMINATION.** The term of this Agreement shall be effective on the 9<sup>th</sup> day of July, 2019, and shall continue thereafter in full force and effect for a period of two (2) years, ending July 8<sup>th</sup>, 2021 This Agreement may be terminated by (1) mutual, written agreement of all parties; (2) ninety (90) days' written notice of either party, for any reason; or (3) thirty (30) days' written notice of either party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect. This Agreement may be renewed for a term of one (1) year if agreed to in writing by all parties.

5. **COMPENSATION AND PAYMENT.** The City agrees to pay the CDBG Specialist for full and completed performance of all Work under this Agreement at the rate of FORTY-ONE DOLLARS AND NO/100 (\$41.00) per hour, not to exceed 1,250 hours per year. The CDBG Specialist will record her time on a per project basis and submit invoices every month for all Work completed, whether or not the project has been completed. The City will remit payment to the CDBG Specialist within ten (10) business days of approval of said invoices by the City Council. The City shall send payments to the CDBG Specialist's mailing address as set forth below. The CDBG Specialist is responsible for informing the City of any change of address. The CDBG Specialist will not receive any further payment from the City unless mutually agreed to in writing in advance.

6. **TRAVEL EXPENSES.** The City agrees to reimburse the CDBG Specialist for travel expenses and other costs associated with such travel, including airfare and accommodations, which are pre-approved in writing by the City Administrator or his or her designee, and directly related to the CDBG Specialist's completion of Work under this Agreement.

7. **RESOURCES.** The CDBG Specialist shall supply her own computer, supplies and contact information, including email address and phone number. The CDBG Specialist shall not have access to the City's intranet, City server or City email. The CDBG Specialist shall have access to any City records and information necessary to complete Work under this Agreement, including but not limited to, contact information and forms. The City's staff will be available for meetings with the CDBG Specialist, with reasonable advance notice, so as not to unreasonably interfere with or adversely affect the timeline for completion of Work under this Agreement.

8. **INSURANCE.** The CDBG Specialist shall furnish a Certificate of Insurance as proof that she has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the City under the laws of the State of Nebraska.

9. **PROFESSIONAL RESPONSIBILITY.** Nothing in this statement shall be construed to interfere with or otherwise affect the rendering of services by the CDBG Specialist in accordance with her independent and professional judgment. The CDBG Specialist shall perform her services substantially in accordance with generally accepted practices and principles of her trade.

10. **CONFIDENTIALITY.** The CDBG Specialist acknowledges that she may be given or have access to Confidential Information, which is information or material proprietary to the City, including any information, data, know how, and other intellectual property, utilized by the City in its course of business. The CDBG Specialist agrees to keep, hold and maintain in trust all such

Confidential Information and to neither directly nor indirectly disclose to any third party such Confidential Information without the prior written consent of the City. This obligation shall survive the termination of any agreement or relationship between the parties. At any time upon request in writing by the City, the CDBG Specialist shall immediately return or destroy such Confidential Information in its possession and control. Upon breach of any provision of this confidentiality agreement, the City shall be entitled to equitable and injunctive relief, recovery of any and all damages and any other remedies available under applicable law or in equity as determined by a court of competent jurisdiction.

11. **RELATION OF THE PARTIES.** The CDBG Specialist is retained by the City for the purposes and to the extent set forth in this Agreement and the CDBG Specialist's relationship to the City shall, during the term of this Agreement, be that of an Independent Contractor and shall not be considered as having an employee status. The City shall not withhold, from sums becoming payable to the CDBG Specialist hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement.

12. **ANTI-DELEGATION.** The CDBG Specialist shall not delegate any of her Work to third parties.

13. **NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and addressed as set forth below:

CITY OF BELLEVUE:  
City Administrator  
1500 Wall Street  
Bellevue, NE 68005

CDBG SPECIALIST:  
Abby Highland  
1282 Oleander  
Edwards, CA 93523

14. **INDEMNIFICATION.** The CDBG Specialist agrees to accept and be responsible for her own acts or omissions, as well as the acts or omission of her employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the City. The CDBG Specialist agrees to indemnify, defend and hold harmless the City, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the CDBG Specialist's Work and services under this Agreement.

The City similarly agrees to accept and be responsible for its own acts or omissions, as well as the acts or omission of its employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the CDBG Specialist. The City agrees to indemnify, defend and hold harmless the CDBG Specialist, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the City's actions under this Agreement.

15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

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between the Parties, unless amended by a subsequent written agreement signed by the City and the CDBG Specialist. Nothing in the Agreement shall be construed as prohibiting or limiting the CDBG Specialist from engaging in order employment, including providing similar consultation services to third parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**AGREED AND ACCEPTED:**

CITY OF BELLEVUE

\_\_\_\_\_  
MAYOR RUSTY HIKE

Date: \_\_\_\_\_

  
\_\_\_\_\_  
ABBY HIGHLAND

Date: 6/21/19

\_\_\_\_\_  
SUSAN KLUTHE, CITY CLERK

**EXHIBIT "A"**  
**Work to be Performed by CDBG Specialist**

Provides the City and other entities with the appropriate processes and procedures to manage its allocation of HUD dollars.

Provides information to the City of community, social and economic resources available to low and moderate income families.

Implements all federal requirements and objectives outlined in the consolidated and annual action plans.

This vendor has a high degree of access to confidential information. Incumbents of this position shall adhere to the City Personnel policy regarding confidentiality.

Provides the plan and coordinates policy development for the Community Development Block Grant Program, ensuring compliance with applicable federal rules and regulations.

Prepares and submits necessary documents and reports in a timely manner, to remain in compliance with, but not limited to, HUD requirements, including the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and required quarterly reports to Department of Housing and Urban Development.

Creates and provides necessary information to the City for the annual allocation process for CDBG funding provided by HUD, ensures programs and projects submitted meet the national objectives of the federal program.

Organizes the citizen participation process for the allocation of federal funds, including providing the City with posting notices, hosting of public hearings, and obtaining citizen comments.

Provides notice and tracking of availability, allocation, and expenditure of CDBG funds and performs continual financial monitoring of federally funded activities.

Provides ongoing monitoring of CDBG funding, including compliance with environmental review requirements, prevailing wage requirements and administrative regulations as they pertain to projects and activities funded through CDBG.

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Forecasts contract expenditures and revenues.

**E-VERIFY AGREEMENT**

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of July, 2019, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Contractor").

The City and Contractor hereby incorporate the following into each and every other agreement, whether oral or written, whether by work order, purchase order or otherwise, entered into between City and Contractor during any period during the term of this Agreement as if the following was part of each and every other agreement:

#### **NEW EMPLOYEE WORK ELIGIBILITY STATUS**

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If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: July 2, 2019.

#### **THE CITY OF BELLEVUE, NEBRASKA**

By: \_\_\_\_\_  
Name: Rusty Hike  
Title: Mayor

#### **ATTEST:**

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

#### **Abby Highland, Contractor**

By: Abby Highland  
Name: Abby Highland

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**\*16f.**  
**7/2/19**

COUNCIL MEETING DATE:	07/022019	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:	
City Attorney, Bree Robbins	

SUBJECT:

Revision to Council Policy Resolution 31-Expenditure of City Funds for Meals and Beverages

SYNOPSIS:

Revision to council policy resolution 31 to comply with Nebraska Revised Statutes 13-2203 regarding expenditures of city funds for meals and beverages.

FISCAL IMPACT:

--

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approval of revision to policy resolution 31 of the City Council Policies to comply with Nebraska Revised Statutes 13-2203 regarding expenditures of city funds for meals and beverages.

BACKGROUND:

Amendment is needed for statutory compliance.

ATTACHMENTS:

1	Council Policy Resolution 31
2	
3	


4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

  
\_\_\_\_\_  
\_\_\_\_\_  
A. Bree Robbins



## **POLICY RESOLUTION 31**

### **EXPENDITURE OF CITY FUNDS FOR MEALS AND BEVERAGES**

This City Council hereby approves the expenditure of City funds for nonalcoholic beverages and meals, when the City Administrator has approved the expenditure in advance, for the following purposes:

1. Nonalcoholic beverages provided to individuals attending City Council meetings or other public meetings held by or for the City of Bellevue;

*State Law Reference 13-2203- 2(a)*

2. Nonalcoholic beverages and meals provided for any individuals while performing or immediately after performing training, relief, assistance or support activities in emergency situations, including, but not limited to, tornado, severe storm, fire, or accident;

*State Law Reference 13-2203-(2) (b) (i)*

3. Nonalcoholic beverages and meals provided for any volunteers during or following participation in an activity approved by and done on behalf of the City of Bellevue, including, but not limited to, mowing parks, picking up litter, removing graffiti, or snow removal;

*State Law Reference 13-2203-(2) (b) (ii)*

4. Nonalcoholic beverages and meals provided at a recognition dinner that may be held once each year for elected or appointed officials, employees, or volunteers of the City of Bellevue. Such annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination. The maximum cost per person of such dinner shall not exceed ~~\$25.00~~ 50.00.

*State Law Reference 13-2203-(2) (b) (iii)*

No City funds shall be expended for beverages and/or meals except as provided in this policy.

Adopted:	5/93
Reviewed:	2/95
	2/97
	2/99
	1/01
	3/02
Reviewed:	1/03
Proposed	
Deletion:	10/07
Reviewed:	3/09
Revised:	5/09
Reviewed:	1/11
	1/13
Revised:	6/19

## **POLICY RESOLUTION 31**

### **EXPENDITURE OF CITY FUNDS FOR MEALS AND BEVERAGES**

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*State Law Reference 13-2203- 2(a)*

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*State Law Reference 13-2203-(2) (b) (ii)*

4. Nonalcoholic beverages and meals provided at a recognition dinner that may be held once each year for elected or appointed officials, employees, or volunteers of the City of Bellevue. Such annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination. The maximum cost per person of such dinner shall not exceed \$50.00.

*State Law Reference 13-2203-(2) (b) (iii)*

No City funds shall be expended for beverages and/or meals except as provided in this policy.

Adopted:	5/93
Reviewed:	2/95
	2/97
	2/99
	1/01
	3/02
Reviewed:	1/03
Proposed	
Deletion:	10/07
Reviewed:	3/09
Revised:	5/09
Reviewed:	1/11
	1/13
Revised:	6/19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	7/02/2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Jeff Roberts, Public Works Director		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input checked="" type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

First Presbyterian Church - Exterior Renovation

SYNOPSIS:

Request permission to accept the proposal from KenBrooke Roofing, Inc. for \$88,889 for exterior renovation of the First Presbyterian Church.

FISCAL IMPACT:

\$88,889.00

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

10-13-6312

RECOMMENDATION:

Request approval of the proposal from KenBrooke Roofing, Inc. and authorize the Mayor to sign the proposal.

BACKGROUND:

This is for an emergency renovation at the historical First Presbyterian Church to include a new roof, gutters and downspouts, and to repair, replace and restore the church steeple. The entire scope of work is listed on the proposal. KenBrooke Roofing, Inc. was the only company that provided a proposal.

ATTACHMENTS:

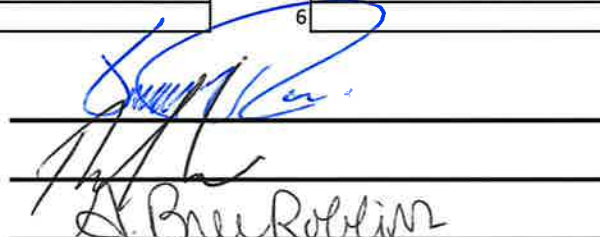
1	Proposal	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





706 Fleetwood Dr. • Papillion, Nebraska 68133 • (402) 968-7383

## Proposal

### BILLING INFORMATION

### JOB INFORMATION

Date: 2/8/2019

NAME: City of Bellevue  
ADDRESS: 1500 Wall St.  
Bellevue, NE 68005  
CONTACT: Tracy Niemier  
PHONE: (402) 515-6258

NAME: First Presbyterian Historical Marker  
ADDRESS: 2002 Hancock St.  
Bellevue, NE 68005  
CONTACT: Same  
E-Mail: tracy.niemier@bellevue.net

### First Presbyterian Church – Exterior Renovation

1. Install new cedar shingles and all necessary accessories according to city code and manufacturers specifications. **\$58,300.00**
2. Install new Presidential shake TL asphalt shingles according to city code and manufacturers specifications. **\$48,600.00**
3. Install new 6" gutters and 3" x 4" Downspouts with hinges in place of existing around perimeter of building. Wrap existing wood nailer in metal for finished look. **\$3,789.00**
4. Repair, Replace and/or restore church steeple wood siding, soffits, fascia, window sills, window awnings, window corbels and window trim or casings. Will use cedar wood for all necessary repairs unless otherwise directed. **\$17,000.00**
5. Prepare and paint exterior of eastern section of church which includes the steeple. Color to be same as current unless otherwise directed. **\$5,300.00**
6. Prepare and paint exterior of the entire church. Color to be same as current unless otherwise directed. **\$12,850.00**
7. Cost of necessary equipment to perform work as stated above. **\$4,500.00**

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

**Eighty Eight Thousand Eight Hundred Eighty Nine Dollars**

**\$88,889.00**

Any unforeseen damage that needs to be addressed will be discussed with the city before any work is commenced and the cost will be in addition to the contract price.

Authorization \_\_\_\_\_

Date \_\_\_\_\_



# 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: June 28, 2019

- Meeting with FEMA representative regarding additional benefits for flood victims.
- Phone conference with NEMA Director to update current status of recovery efforts from 2019 flood.
- Annexation meetings to discuss legal and operational issues.
- Meeting with Green Star – Economic development project update.
- Meeting with independent party regarding potential purchase of Paradise Lakes.
- Meeting with Don Gifford, IAFF Local 4906 – wage discussions.
- Meeting with Angie Burmeister, Sarpy County Commissioner, discuss Bellevue projects and County involvement.
- Meeting with Bellevue Chamber Exec. Board to discuss role and expectations of Chamber with City.
- Meeting with representatives from Jacobs for the Waste Water Agency project in Sarpy County.
- Meeting with Chief Elbert and Zeb Simones – SWAT.
- Meeting with Howdy Helm – condemnation and demolition process.
- Meeting with Councilman Preister and Code Enforcement regarding an ongoing issue with a property owner.
- Meeting with Code Enforcement – procedural and policy discussion.
- Attended SCEDC evening reception.
- Meeting with Twin Creek developer regarding future road work on 36<sup>th</sup> Street.
- Presented update on city to Kiwanis group.
- Attended Light Up Bellevue event.
- Attended planning session with Bellevue Chamber for Riverfest.
- Meeting with Legal to finalize details on LOI for the PW site selected.
- Meeting with Councilman Stinson – SWAT update.
- Meeting with Bart Pugh from Schemmer company to discuss future PW projects.
- Planning session with Leo Daly for Library remodel project.
- Attended GWB event with Harlan Faulk SVP.
- Meeting with legal and Mayor Hike to review current litigation.

- Meeting with Bonnie Knutson, President of Bellevue Public Safety Foundation to discuss K9 project.
- Attended Employee Appreciation Picnic.
- Attended Sarpy County Wastewater Agency Meeting.
- Attended MAPA meeting.
- Settlement meeting with BPOA.







## City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

June 26, 2019

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Completion of Proceedings, Claims, Notice of Meetings, Ordinances, and Notices for Public Hearings for Bellevue Leader
- Completion of Minutes of 06.18.18 Council Meeting
- Attended Agenda Meeting 06.25.19
- Posting of agenda for 6.26.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 6.26.19 Council Regular Meeting
- Continue to work on organizing office files, both paper and electronic
- Firework Stands have all gone through inspection with Capt. Gifford and all have received their Permit
- Unpaid Vender fees for Annual Occupation Tax Stickers (8) – making calls to check status of last unpaid vendors
- Organizing statements for Board of Equalization Meeting
- Continuing to scan & file of documents into Contract Management Program, Laser Fiche, and file paper copy
- Day to day tasks



## CITY OF BELLEVUE FINANCE DEPARTMENT

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3000

### Bellevue Finance Department Status Report July 2, 2019

#### **ACCOUNTING AND FINANCE**

- Budget Planning for 2019-2020 Fiscal Year
- Capital Improvement Projects for 2019-20 being prioritized
- Working on Annexation Analyses
- Continued Revision/Development of Finance Policies
- 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

#### **CDBG:**

- CDBG Committee Members reviewed applications and recommendations are being presented.
- Reviewed Quarterly Subrecipient Activity Reports, sent request for reports/additional information, and prepared information for IDIS input.
- The City of Bellevue, in consultation with local service providers, agencies, and individuals, has prepared and will submit the 2019-2023 Consolidated Plan and 2019 Action Plan of Activities for Community Planning and Development Programs including the Community Development Block Grant (CDBG) to the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing consolidated submission for community planning and development programs.

A public hearing for the purpose of obtaining public comments on the draft 2019-2023 Consolidated Plan and 2019 Action Plan is still scheduled for:

**Tuesday, July 2, 2019, at 6:00 PM during the Bellevue City Council meeting  
in the City Council Chambers, 1500 Wall Street, Bellevue, Nebraska, 68005.**

## **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 work with Travelers adjusters regarding city property flood damage claim
- Continued attending EOC meetings and assisted in flood damage mitigation
- Provided orientation to three new employees
- Continued providing specific flood cleanup PPE to Public Works shops as needed
- Worked on Citywide vehicle inventory to get a correct inventory for accountability and insurance purposes
- Followed up with Parks Dept. on play equipment that needs to be removed due to safety concerns
- Worked on ADA updates, reports and City Transition plan.
- Seasonal park and facilities safety inspections
- Conducted all duties associated with surplus equipment auction
- Total Surplus Sales as of today: **\$339,535.51**

Respectfully submitted,

Rich Severson  
Finance Director, City of Bellevue



## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Bellevue Fire Department Council Report

Report Date 6/26/2019

### A. General Items:

- QA/QI
- Boundtree/OplIQ visit Tuesday. OPIQ is the inventory program we use.
- Blood pressure checks/Files of life @ Lied Center Wednesday
- Anniversary meeting with Firefighter Peth Wednesday
- Anniversary meeting with Firefighter Harris Wednesday
- Resident ride along Wednesday
- Riverfest meetings

### B. Training:

- Ventilation
- Forcible entry drill
- CPR training
- Seizure lecture

### C. Inspections:

- Inspect firework stands.
- Fire alarm plan review Wolf Creek Apartments. (10650-10654 S 15 St. 10810 S 15 St. 10814 S 15 St. 10704-10708 S 15 St.)
- Above ground fire sprinkler test 13802 Tregaron Ridge Ave.
- Fire alarm test 13802 Tregaron Ridge Rd.
- Final inspection 13802 Tregaron Ridge Rd.
- 

### D. Calls: June 11<sup>th</sup> through June 25<sup>th</sup>

Fire – 47

Rescue - 151





## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

#### E. Ambulance Billing

No first of the month report.

#### F. Manpower Report Staffing

Staffing Report from 6/10/2019 through 6/16/2019

Monday	AM	E1, T21, E41	3-Person	E31 OOS
Monday	PM	E1	3-Person	
Tuesday	AM	E41	3-Person	
Tuesday	PM	FULL		
Wednesday	AM	E1, T21, E31	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	T21, E31, E41	3-Person	
Saturday	PM	E1, T21, E41	3-Person	
Sunday	AM	E1, T21, E31, E41	3-Person	EMS Sup2 OOS
Sunday	PM	Full		

Staffing Report from 6/17/2019 through 6/23/2019

Monday	AM	E1, E31	3-Person	
Monday	PM	Full		
Tuesday	AM	E1, T21, E31, E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E41	3-Person	1430-1800
Wednesday	PM	E41	3-Person	
Thursday	AM	T21, E31	3-Person	
Thursday	PM	T21	3-Person	
Friday	AM	E1, T21, E31	3-Person	
Friday	PM	E31	3-Person	
Saturday	AM	T21, E41	3-Person	
Saturday	PM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Sunday	AM	E1, T21, E31, E41	3-Person	
Sunday	PM	Full		



## City of Bellevue

### Personnel Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3019

## Human Resources Department Activity Report June 24, 2019

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 June 28th

Processed Address Changes – 1

Name Change - 0

Travel & Training Requests Processed - 5

Narratives Received – 0

Recorded Performance Evaluations 4

Verifications of Employment – 3

**Applicants/Recruitment:** Advertise Positions - Library Clerk, Business Manager, WW Maintenance Worker & WW Maintenance Mechanic.

4 – Background Checks 4 – Scheduled Pre-Employment Screenings

3 – Processed New Employee Paperwork

### **Benefit Orientation/Employee Exits/Resignations:**

0 - Full Time Exit

1 – Full Time Benefit Orientation

0 - Promotion

0 – Return from Leave

0 – Transfer

2– Leave of Absence

2 - Resignations/Terminations

### **Benefit Administration:**

Enrollment/Rollovers - 3

Retirement Payout/Withdrawal - 1

Processed 457 Transfers/Enrollments/Changes - 7

Beneficiary Changes - 0

QDRO - 0

Processed New or changes to Principal Loan – 0

Processed new employees and enrolled them in TASC

Reconcile Retiree Payments and notified the retirees of payment amounts due.

Updating all files and data base with new amounts for voluntary life insurance files

Updating all files and data base with new LTD amounts and census for monthly billing

Auditing all beneficiaries for retirement and life ongoing

Prepared and sent to group underwriting the annual employee report for BCBS

Processed 2 new CDL drivers for random drug and alcohol screens

### **Payroll Administration:**

Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases.



## City of Bellevue

### Personnel Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3019

Audited TASC payroll verification for correct amounts withdrawn

Communicating new UBA system for FSA participants and correcting the discrepancies found in the new system

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:**

#### **Civilian Retirement Committee:**

#### **Human Resources Manager**

- Personnel issues – (5) matters
- Seasonal employee input
- Applicant Tracking System management
- Budget review and custom reporting
- Census report
- GL troubleshooting and file correction
- BPI custom report creation
- Handbook update review
- Employee HRIS maintenance
- Business Manager interview planning
- FEMA reporting
- Filing
- Employee appreciation picnic planning
- Civil Service: Fire Captain promotional testing planning
- Payroll processing 06/14 payroll





## City of Bellevue

### Personnel Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3019

#### **Payroll Specialist**

Payroll processing

Phone backup for Human Services

Personnel file filing

Figure FLSA pay Fire Dept. This occurs every 28 days.

Calculating all Admin times for all Classified and Unclassified

Calculating all comp times for all CEA members

After all balancing is done to Payroll Register, the usual payments or checks being printed to all misc. banks for all the following union dues: BPMA, CSBPOA, BPOA, CEA, IAFF and BPFA

Usual upload for all retirements which includes: Principal, John Hancock and Voya,

These are for the following: Civilians, Police and Fire Depts.

#### **Human Services**

Human Service Manager complete 8 Financial Applications and attended 6 Community Meetings concerning financial assistance or flood relief. The Human Service Manager also completed two New Employee Orientations. Also, completed 3 FMLA packets for city employees.

**Specialized Transportation** Specialized transportation traveled 2,510 miles with 406 passengers the last two weeks and the office registered six new clients.





## 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:** 6/18/2019

- Laura Whitehead, Head of Adult Services, has started an Intro to Sewing class for adults with the first class held Friday afternoon, June 14. The class is limited to 8 persons due to the library only having 4 sewing machines available. The class enjoyed learning how to thread and use the machines and made a simple pillowcase as a project. Additional classes are being planned.
- Professional photographer Koren Smith presented the second part of a two-part workshop on Creative Picture Taking in a Tech Café event at the library on June 13. Smith has been working with individuals on learning to take better pictures just using their smartphone. In this session, they worked on light exposure, composition and editing.
- Director Julie Dinville attended a meeting of the Sarpy County public library directors in La Vista on Tuesday, June 11. The libraries continue to work out details for the free concert by children's musician/educator Jim Gill. The concert will be held on Friday, Aug. 23, at La Vista, and a workshop for persons working with youth will be held Aug. 24.
- The Young Adult Department will be hosting two American Red Cross Babysitting Certification courses as part of the 2019 Summer Library Program. Sessions (limited to 20 participants, aged 11-18) will be held on Saturday, June 29, and Saturday, July 20. Pre-registration will be required.
- On Thursday, June 13, the Children's Department held a Space Odyssey 2019 Stuffed Animal Camp for children as part of their 2019 Summer Library Program. For the camp, children brought their stuffed animals to the library. Children's Department staff and Junior Friends volunteers then took the 67 stuffed animal friends on "out-of-this-world" adventures before returning to the library to be picked up by their owners. Each child will receive a DVD with a video of the Stuffed Animal Camp adventure.



## 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:** 6/25/2019

- The Bellevue Public Library has promoted Clair LaCosse to be Head of Circulation. LaCosse has over 10 years serving the library and was Circulation Assistant for the past few years. Also promoted was Connie Barnard to the Circulation Assistant job. Barnard has been serving the library as a library clerk in the Circulation Department for the past two years.
- Some 260 children and their families participated in the StarLab Planetarium with Gifford Farm event held at the library on Saturday, June 22. The special presentation, which involved an inflatable planetarium set up in the library's large meeting room, was sponsored by the Children's and Young Adult departments as part of their 2019 Summer Library programs (SLPs) with the theme of "A Universe of Stories."
- Young Adults participating in the 2019 Summer Library Program enjoyed creating mini Zen gardens shaped like crescent moons in a maker event on June 18 using a variety of sands, rocks, and other decorative elements.
- The Mini Midday Makers crafting event presented by the Adult Services Department held on June 19 featured upcycling wine bottles to create funky Independence Day themed centerpieces.
- The Bellevue Library Foundation raised over \$1,000 in its recent summer sale in which the public could fill paper grocery bags with sale items for \$5.00. The proceeds go to support library programs and services.
- The Adult Services Department is planning to hold basic computer classes in July on Mondays, starting at 9:30 a.m. The series of classes will cover the basics of computer operation, setting up an email account, staying safe online and creating a Word document. Staff will utilize laptops in a mobile lab for the class. The laptops were purchased with monies received from the Midlands Community Foundation and the Bellevue Community Foundation.
- Children and their families enjoyed a presentation on atmospheric pressure presented by the SAC Museum on Friday, June 21, as part of the 2019 SLP.

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## INTEROFFICE MEMORANDUM

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**TO:** JIM RISTOW  
**FROM:** CAPTAIN STUKENHOLTZ  
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 6/26/2019



Officers Molly Wirtz and Brian Coleman graduated from the Sarpy Douglas Law Enforcement Academy June 21, 2019. Both Officers were recognized for their achievements during the academy.

Officer Ryan Agustin completed field training and is now assigned to solo patrol.

Staff met with the new owners of Athena Arms, formerly Take Aim, exploring the possibility of partnering for department training as well as individual memberships.

We are continuing with background investigations on entry level police candidates.

Continuing to work on various personnel issues with the legal department.

Continuing work on the upcoming budget.

## **Dave Stukenholtz**

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**From:** Ed Foreman  
**Sent:** Monday, June 24, 2019 9:11 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Cc:** Joey Bockman; Ed Foreman  
**Subject:** Weekly Stats

CE1 – Monday June 17, 2019; Wednesday June 19, 2019 thru Friday June 21, 2019

CE2 – Monday June 17, 2019 thru Thursday June 20, 2019

CE3 – Monday June 17, 2019 thru Friday June 14, 2019

Calls – 278

Notices:

Zoning – 3

Nuisance – 53

Clean Ups - 0

Tree Removal – 0

Certified Notices – 11

Officer Initiated – 10

Towed Vehicles – 1

Red Tags – 8

## **Dave Stukenholtz**

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**From:** Ed Foreman  
**Sent:** Monday, June 17, 2019 10:13 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Cc:** Joey Bockman; Ed Foreman  
**Subject:** Weekly Stats

CE1 – Monday June 10, 2019; Wednesday June 12, 2019 thru Thursday June 13, 2019

CE2 – Monday June 10, 2019; Wednesday June 12, 2019 thru Friday June 14, 2019

CE3 – Wednesday June 12, 2019 thru Friday June 14, 2019

\*All inspectors were on POTUS duty Tuesday June 11, 2019 for the entire day\*

Calls – 215

Notices:

Zoning – 3

Nuisance – 65

Clean Ups - 0

Tree Removal – 0

Certified Notices – 9

Officer Initiated – 25

Towed Vehicles – 0

Red Tags – 6



## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike  
City Council  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *CMS*  
**Date:** June 26, 2019  
**Subject:** Department comments for Administration Report

The next Planning Commission meeting will be on Thursday, July 25. The Commission will be considering a change of zone request at 210 Galvin Road North, a change of zone with site plan approval for a multi-family residential development in the Normandy Hills area, an Omaha Public Schools application for a change of zone, small subdivision plat and Conditional Use Permit, and the annexation of up to nine SIDs.

Planning Commission items from the June 20 meeting are on the Council agenda for first reading.

Tammi and I met with Pat Sullivan to discuss a potential use for the vacated ShopKo store.

I participated in a meeting with other city staff to discuss Code Enforcement issues in our extra-territorial jurisdiction pertaining to city/county jurisdiction.

We continue to work on two SID annexation packages which will be brought before the Planning Commission at the July and August meetings. I have had several discussions with the Finance Director and representatives of various SIDs regarding the annexation proposal.



## City of Bellevue

### Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

## Public Works Director's Report

### July 2, 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:**

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- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Meetings
  - Director meetings 07.05.19
  - Superintendent meetings 07.04.19, 07.18.19
  - MAPA TTAC 05.22.19

#### **Engineering:**

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- 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 07.14.19

#### **Parks:**

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- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Spring Duties

#### **Street Maintenance:**

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- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Spring Duties

#### **Waste Water:**

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- 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.

