

**Bellevue City Council Meeting +++Amended Agenda+++**

Tuesday, September 21, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Senior Pastor Michael Lusk, First Baptist Church, 112 E. 23rd Avenue, 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 the Agenda

b. Approval of the Consent Agenda (*Items marked with an (\*) are approved where this item is, unless otherwise removed*)

1. (\*) Acknowledge Receipt of the August 26, 2021 Planning Commission Minutes.

2. (\*) Approval of the August 31, 2021 Special City Council Minutes.

3. (\*) Approval of the September 7, 2021 City Council Minutes.

4. +++ (\*) Acknowledge Receipt of August 10, 2021 Tree Board Minutes.

6. (\*) APPROVAL OF CLAIMS.

7. SPECIAL PRESENTATIONS: NONE

8. ORGANIZATIONAL MATTERS: NONE

9. APPROVED CITIZEN COMMUNICATION:

a. Improper replacement/repair of culvert in City right-of-way. (Chris and Marny Stricklin (David Levy, Baird Holm LLP)

10. LIQUOR LICENSES:

a. Recommend to the Nebraska Liquor Control Commission the approval of the application for Kinsey A. Bosselman as the new Manager for Bosselman's Pump & Pantry LLC dba "Pump & Pantry 50" at 3605 Summit Plaza Drive, Bellevue. (City Clerk)

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 4050: An ordinance to amend Section 12-57 through 12-58 of the Bellevue Municipal Code pertaining to fireworks. (City Clerk)

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

a. Ordinance No. 4053: Request to amend Sections 5.27 ML Light Manufacturing, and 5.28 MH Heavy Manufacturing, City of Bellevue Zoning Ordinance, regarding the addition of recycling collection and processing facilities as a permitted use. Applicants: Waste Connections of Nebraska, Inc. and City of Bellevue. Case #: 164. (Planning Manager)

b. Ordinance No. 4054: Request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from FX and BNH to ML for the purpose of light industrial development. Applicant: Waste Connections of Nebraska, Inc. General Location: Fairview Road and Fort Crook Road South. (Planning Manager)

c. Ordinance No. 4055: Request to amend Sections 2.22 Definitions, 5.27 ML Light Manufacturing District, 5.28 MH Heavy Manufacturing District, 5.35 HCO Highway 34 Corridor

Overlay District, and Article 8 Supplemental Regulations, City of Bellevue Zoning Ordinance, regarding solar energy. Applicant: City of Bellevue. Case #: 165 (Planning Manager)

d. Ordinance No. 4056: Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1, Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE and RS-84-PS to RE and RS-84-PS for the purpose of existing residential development; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. Applicants: Todd Santoro and Greg Dennis. General location: Hickory Circle and Childs Road East. (Planning Manager)

1. Small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. **(No action required)**

e. Ordinance No. 4057: A compensation ordinance reflecting pay ranges covered under collective bargaining agreements and unclassified positions. (HR Director)

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4058: An ordinance amending Article I, Chapter 20 of the Bellevue Municipal Code by adding new Sections 20-15 through 20-20 regarding additional offenses. (Police Chief)

b. Ordinance No. 4059: An ordinance to repeal Article VI, Chapter 19 of the Bellevue Municipal Code regarding noise control. (Police Chief/Legal)

c. Ordinance No. 4060: An ordinance to amend the Bellevue Municipal Code regarding application for plumbing licenses and examination requirements. (Chief Building Inspector)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Show Cause Hearing on the proposed condemnation of the structure(s) at 3636 Edna Street, Bellevue 68147 (Chief Building Inspector)

1. Resolution No. 2021-32: Condemning the structure(s) at 3636 Edna Street, Bellevue 68147.

b. Show Cause Hearing on proposed condemnation at 708-720 E. La Platte Road, Bellevue 68123. (Chief Building Inspector)

1. Resolution No. 2021-33: Condemning the structure(s) at 708-720 E. La Platte Road, Bellevue 68123.

15. RESOLUTIONS:

a. Resolution No. 2021-34: A resolution to approve extension of moratorium on acting upon applications for any permits, zoning approvals, or zoning changes for any proposed Solar Plants and any related power generation facilities and authorize the Mayor to sign. (City Administrator)

b. Resolution No. 2021-35: A resolution approving park expenditure for Sanitary Improvement District (SID) No. 334 (Falcon Pointe), in an amount not to exceed \$330,000. (Planning Manager)

16. CURRENT BUSINESS:

a. **+++** Recommend approval of waiver of hunting applications. (City Clerk)

b. Approve the Community Development Block Grant (CDBG) Community Revitalization Fund Policy and Procedures Manual. (CDBG Program Specialist/Finance Director)

c. Approve and authorize Mayor to sign Memorandum of Understanding (MOU) with Redwood USA LCC. (Planning Manager)

d. Approve updated Employee Handbook. (HR Director)

e. Approve and authorize the Mayor to sign contract with HDR to finalize the Master Plan for American Heroes Park, in an amount not to exceed \$72,500. (Public Works Director)

f. Approve and authorize the Mayor to sign an Agreement for Professional Services with Lamp Rynearson to review all parks and aquatic facilities, in an amount not to exceed \$333,100. (Public Works Director)

g. Recommendation to approve and authorize the Mayor to sign the proposal with Lamp Rynearson to enter into a market study for a regional water park, in an amount not to exceed \$31,000. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. **(Monthly Reports are given at the first Council Meeting of each month - September report will be attached to the October 5th Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

## MINUTE RECORD

Bellevue Planning Commission Meeting, August 26, 2021, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, August 26, 2021 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Compton, Aerni, Ritz, Ackley, Hankins, Cutsforth, and Jacobson. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Ackley, seconded by Jacobson, to approve the minutes of the July 22, 2021 regular meeting as presented. Upon roll call, Casey, Perrin, Aerni, Ritz, Ackley, Hankins, and Jacobson voted yes. Compton and Cutsforth abstained. Motion carried.

Ritz asked if there were any updates or additions to staff reports. Palm advised there were two emails one from Michelle Foss and one from Matthew Curran expressing concerns regarding agenda item 3.a. Palm stated the developer for agenda item 3.e. Spring Ridge has requested a continuance to the October Planning Commission meeting. She said there would be a public hearing on that item but because the plat would be revised staff could not add much to the discussion.

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

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1 Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE and RS-84-PS to RE and RS-84-PS for the purpose of existing residential development; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. Applicants: Todd Santoro and Greg Dennis. General location: Hickory Circle and Childs Road East. Case #'s: S-2107-19 and Z-2107-10.

Commissioner Perrin stated a conflict and left the chambers at 7:05 P.M.

Ritz asked staff for an update. Palm stated Mr. Santoro was unable to attend the meeting due to a death in the family. Palm stated the application was for a small subdivision plat and a change of zone. She said the request was not creating any additional lots but rather incorporating two lots into other existing lots. Palm stated the neighbors seemed to be confused about the request and were concerned the application was creating additional buildable lots, which is not the case. She said proposed Lot 1 is combining an existing lot with Mr. Santoro's existing residential lot. Palm stated Lot 1, Whispering Timber Estates Replat 6, is currently developed with Mr. Santoro's primary residence and he would not be able to develop the property further under this request. Palm stated proposed Lot 2 is taking a non-conforming AG (Agricultural) lot and adding it to an existing platted lot zoned RS-84-PS (Single-family residential – 8400 square foot zone – Planned Subdivision). She stated Lot 2 is currently undeveloped.

John Gallagher, 804 Moore Drive, Bellevue, NE asked for clarification of the proposed application. A map was displayed and Palm gave a description of the proposed application.

Rodney Eaton, 1320 Camp Gifford Road, Bellevue, NE asked for clarification of the rezoning to RE (Residential Estates). Palm stated when the properties are combined, they must be under the same zoning. She stated Mr. Santoro's properties to the south of Childs Road are currently zoned RE so that zoning will remain single-family residential with a minimum lot size of one acre. Palm said the northern lot is a nonconforming AG lot; it will be combined with a lot currently owned by the Dennis' and zoned RS-84-PS. She stated with the request to combine the two lots, the AG zoning must be changed to RS-84-PS.

Megan Curran, 1608 Chaput Drive, Bellevue, NE asked if Mr. Santoro would be allowed to build on the property with the requested zoning. Palm stated the zoning does not change what Mr. Santoro could currently build. She stated combining the lots limits what Mr. Santoro can do. Discussion ensued regarding the drainage issues on Lot 1.

Gary Jacobs, 1411, Childs Road East, Bellevue, NE stated at the time of Whispering Timbers Estate's

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development, the developer told him this area would never be developed. He stated the developer previously attempted to redevelop this area and the neighbors took legal action against the developer and the request failed. Jacobs stated he was tired of fighting development in this area.

Gallagher asked if the drainage area in the southern lot is Mr. Santoro's responsibility. Palm stated part of it could be the homeowner's responsibility, and part of it because of the easements and infrastructure that runs through the area could be the city's responsibility. Gallagher asked if the fallen trees are Mr. Santoro's responsibility. Palm stated any fallen trees on his property would be his responsibility.

Dave Koukol, 1313 Camp Gifford Road, Bellevue, NE stated when Mr. Santoro purchased the property he made a commitment to never sell or develop the property. Koukol asked if the Commission could reassure him the Dennis' would not develop the lot being incorporated into their existing property. Palm stated legally if it is a developable lot and if setbacks and all regulations can be met, it may be developed. Koukol stated his understanding was the Dennis' did not plan to develop the lot. Palm stated the Dennis' already own the existing platted lot, so if all regulations are met, they could build on that existing lot now. Koukol asked what the Commission does to ensure that Mr. Santoro maintains the lot. Palm stated the Commission has no authority in that matter; it would be the Code Enforcement Department's responsibility. Koukol asked what the Commission would do to be sure the erosion and drainage control would be taken care of. Palm stated that is also not the Commission's responsibility, but rather the Public Works Department would take care of any issues concerning those matters. Palm stated this plat does not change the rules and regulations that already exist for this property.

Curran asked if no changes are taking place why does the zoning need to be changed. Palm stated the request is due to the Dennis' wanting to purchase the lot adjacent to their property from Mr. Santoro, and in order for them to create one lot it had to be rezoned. Discussion ensued regarding the zoning regulations.

Jacobs asked if the meeting would be documented and would he be able to get copies of that documentation. Palm stated minutes are taken and available online or by contacting the Planning Department within ten business days of the meeting.

Deb Eaton, 1320 Camp Gifford Road, Bellevue, NE asked what prevented Mr. Santoro from installing a road behind the existing houses on Moore Dr. and Camp Gifford Rd. with streetlights and a five-car garage. Palm stated there are no easements shown on the plat for a private street. She stated Mr. Santoro could potentially construct a garage on the lot but would have to meet the zoning regulations for a detached structure. Palm stated the plat does not change what Mr. Santoro could construct on his current property. Discussion ensued regarding regulations on building on an easement or negatively influencing a drainage way.

Clayton Dunn, 806 Kohl Road, Bellevue, NE asked if this affected the tax base for the City of Bellevue. Palm stated the city had no control over the assessed values for property. She said her main concern was that the Subdivision Regulations and Zoning Ordinance were being followed. Dunn asked if anyone could tell him whether his taxes would increase with this rezoning. Palm stated the Assessor's Office would be the office to talk to regarding the effects of the rezoning.

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

Ackley stated from his prospective everything that has been presented made it less likely for development. He stated the zoning change must be done if the lots are to be combined. Ackley stated every generation has a different idea of what they want to do, and in the future, someone may want to rezone this lot. He said Mr. Santoro is limiting himself to one single-family dwelling with the lot consolidation. Ackley stated he would be supportive of this application because it appears to address a drainage issue.

Aerni asked Palm to address the email that was received from Michelle Foss at Fontenelle Forest. Palm stated she had responded to the email from Ms. Foss and explained the request was not for any additional buildable lots. She said Ms. Foss responded by saying thank you, and indicated that clarification was helpful.

MOTION was made by Ackley, seconded by Cutsforth to recommend APPROVAL of a request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1 Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE and

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RS-84-PS to RE and RS-84-PS for the purpose of existing residential development; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. APPROVAL of the application based upon conformance with the Zoning Ordinance, Subdivision Regulations, and lack of perceived negative impact to the surrounding area. Upon roll call, Casey, Compton, Aerni, Ritz, Ackley, Hankins, Cutsforth, and Jacobson voted yes. Perrin abstained. MOTION carried.

**This item will proceed to City Council for PUBLIC HEARING ON September 21, 2021.**

Commissioner Perrin returned to the chambers at 7:40 P.M.

PUBLIC HEARING was held on a request to declare as Blighted and Substandard Lot 1, College Apartments Addition. Applicant: Stella Realty, LLC. General location: 400 W 19th Avenue. Case #: ECD-51.

Ritz asked staff for updates. Curry stated Lot 1, College Apartments Addition is located between Madison Street and Wayne Street north of Mission Avenue. She said the property is approximately four acres with three existing apartment buildings built in the 1900's. Curry stated the site is underdeveloped and underutilized. She said the Permits Department has had numerous complaints in the past resulting in code violations. Curry stated the Planning Department feels Lot 1, College Apartments Addition, meets the statutory requirements of blighted and substandard.

Brent Beller, 11440 W. Center Road, Omaha, NE was present on behalf of the applicant. Beller stated the developer wants to redevelop this property and is proposing a 160-unit apartment building, with market rate, loft style, 1-bedroom units. Beller stated this project would be approximately five million dollars in development costs and the developer would like to take advantage of Tax Increment Financing (TIF).

Palm stated approximately ten years ago the city declared the Mission Avenue corridor as blighted and substandard and this property lies to the north of that area. She stated this is definitely an area the city would like to see redeveloped.

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

Casey asked staff what percentage of the city is currently blighted and substandard and when does that designation expire. Palm stated by statute, 35% of the city's area can be declared blighted and substandard. She stated the city is currently at 9%. Palm stated once the TIF is approved there is a fifteen-year timeline for redevelopment.

Ackley stated this meets the statutory requirements for blighted and substandard and assumed the applicant would follow up with a redevelopment plan.

Aerni pointed out the two million dollars acquisition fee listed in the report might be a mistake because page 8 shows \$780,000 dollars. Beller stated the \$780,000 is the correct acquisition fee and a correction would be made.

Ritz asked if this property is declared blighted and substandard and the developer does not develop the property does it stay in perpetuity and remain blighted and substandard. Palm stated it would remain as blighted and substandard.

MOTION was made by Jacobson, seconded by Aerni to recommend APPROVAL of a request to declare as Blighted and Substandard Lot 1, College Apartments Addition. Applicant: Stella Realty, LLC. General location: 400 W 19th Avenue. Case #: ECD-51. APPROVAL based upon the designation analysis by the Planning Department that it meets the statutory requirements of blighted and substandard. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON September 21, 2021.**

PUBLIC HEARING was held on a request to amend Sections 5.27 ML Light Manufacturing, and 5.28 MH Heavy Manufacturing, City of Bellevue Zoning Ordinance, regarding the addition of recycling collection and processing facilities as a permitted use. Applicants: Waste Connections of Nebraska, Inc. and City of Bellevue. Case #: 164.

Ritz asked staff for an update. Palm stated the Flex zoning has a category for "recycling, collection

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and processing facilities both public and private” as a conditional use permit. She stated it was an oversight during the 2011 zoning ordinance update process not to carry that use into the industrial zoning designations as well. Palm stated the proposal is that the recycling facilities be listed as a permitted use in both the ML (Light Manufacturing) and MH (Heavy Manufacturing) zoning districts. She stated neighboring jurisdictions list recycling facilities as a permitted use. Palm gave examples of permitted uses in the ML and MH zoning. Palm stated a recycling facility is no more offensive than some of the uses permitted in these zones. She stated if it were listed as a permitted use there would be performance standards that would have to be met for ML and MH zoning districts. Palm said those standards are listed in a separate section of the Zoning Ordinance and also listed at the end of each zoning designation as miscellaneous provisions. She stated those performance standards indicate facilities such as this would have to be indoors and materials stored in containers.

Stephen Mossman, Mattson Ricketts, 134 South 13<sup>th</sup> Street, Lincoln, NE, was present on behalf of the applicant.

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

Ackley asked staff if pallets would be stored outdoors or would everything be done inside the building. He said he would like a sense of how this would impact the neighbors if allowed as a permitted use rather than a conditional use. Palm said operations would have to be indoors. She stated recyclables would not be allowed to be stored outdoors unless in containers. Palm stated the items you place in your recycling bin would be separated at this facility.

Ackley asked Mossman how the facility operates. Mossman stated the engineer for the project was present and could better answer that question.

Geoff Strack, 251 Starkey Street, St. Paul, MN, stated he is the regional engineer for Waste Connections. Strack stated trucks would collect recyclables from residents and cardboard from commercial sites. He stated these get unloaded inside of the building where it is sorted by hand or equipment and then baled to be sent to recycle mills. Ackley clarified from drop off to shipping, the recyclables are not seen outside. Strack stated that was correct.

Casey inquired what language stipulates the processing of the recyclables must take place indoors. Palm stated the performance standards stipulate that. She stated there are performance standards listed for the industrial zoning districts ML and MH in Section 8.07 of the Zoning Ordinance. Palm stated the same language of that section is carried over to the ML and MH zoning designations.

Ritz asked if there was a definition of recycling in the Zoning Ordinance. Palm stated there is a definition for a recycling facility.

MOTION was made by Casey, seconded by Hankins to recommend APPROVAL of a request to amend Sections 5.27 ML Light Manufacturing, and 5.28 MH Heavy Manufacturing, City of Bellevue Zoning Ordinance, regarding the addition of recycling collection and processing facilities as a permitted use. Applicants: Waste Connections of Nebraska, Inc. and City of Bellevue. Case #: 164. APPROVAL of amendment as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON September 21, 2021.**

PUBLIC HEARING was held on a request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from FX and BNH to ML for the purpose of light industrial development. Applicant: Waste Connections of Nebraska, Inc. General location: Fairview Road and Fort Crook Road South. Case #: Z-2107-09.

Ritz asked staff for an update. Palm stated these parcels are bounded by the Papio Creek on the north, Fairview Road on the south, Fort Crook Road to the east, and the Highway 75 freeway to the west. Palm stated the applicant is requesting a change of zone to light industrial to be in conformance with the Future Land Use Map. She said with a light industrial zoning no site plan approval is required. Palm stated any oversight for design standards and access will be reviewed at the time of the building

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permit process.

Geoff Strack, 251 Starkey Street, St. Paul, MN, stated Waste Connections is purchasing this property to relocate their waste hauling company from another location. He stated a maintenance shop, office building, and in the future a recycling facility, would be constructed on the site. Strack stated the facility would employ around 175 employees. He said Waste Connection has a ten-year agreement as the City of Bellevue's contract hauler.

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

Ackley asked staff if the applicant would benefit by combining the lots. Palm stated it is the applicant's intention to replat the lots into one or two parcels once the rezoning is approved.

Cutsforth asked staff if there were traffic concerns in that area. She stated there have been other concerns in relation to access to the Normandy Hills Subdivision and the congestion that develops at that intersection. Palm stated Waste Connections was very proactive in reaching out to staff and having pre-application meetings. She stated the intersection of Fairview Road and Fort Crook Road South is controlled by the Nebraska Department of Transportation (NDOT), so any changes to the access currently shown would have to be approved by NDOT. Palm said the city may require a traffic study or additional engineering information from the applicant prior to the building permit process. She stated long-term improvements will be made at that intersection but what the improvements will be is undetermined at this time. Palm said several properties in the area are slated for light industrial development and as the city works with developers on those parcels, city staff, developers, and NDOT would work on improvements in that area.

Hankins asked if Papillion Sanitation is affiliated with Waste Connection. Strack stated yes it is the same company.

Aerni stated this area is the entrance to Bellevue and asked if there were examples of what the site would look like. Strack stated there is a facility in the Twin Cities area that would be similar to the proposed facility. Discussion ensued regarding design standards and landscaping requirements.

Ackley stated this facility is in conformance with the Comprehensive Plan, and he hoped this would spark development along the Highway 34 corridor.

MOTION was made by Cutsforth, seconded by Ackley to recommend APPROVAL of a request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from FX and BNH to ML for the purpose of light industrial development. Applicant: Waste Connections of Nebraska, Inc. General location: Fairview Road and Fort Crook Road South. Case #: Z-2107-09. APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON September 21, 2021.**

PUBLIC HEARING was held on a request to rezone Lots 154 through 196, and Outlots "F" through "I," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS, with site plan approval, for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "I," Spring Ridge. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake Road. Case #'s: Z-2103-02 and S-2103-05.

Ritz asked staff for an update. Palm stated the applicant, Mr. Sudbeck, requested this item be continued to the October Planning Commission meeting. She stated it is likely Mr. Sudbeck will alter the site plan and platting from what was previously presented. Palm stated staff was in support of the continuance to allow Mr. Sudbeck time to correct the necessary technical deficiencies.

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Dustin Janillo, 9607 South 20<sup>th</sup> Street, Bellevue, NE stated Gilmore Lake is his back yard. Janillo asked who he contacted regarding his taxes going up. He stated his taxes have gone up twice in less than two years. Janillo stated 20<sup>th</sup> Street is like a drag strip and he is concerned this will create another drag strip in the area. He asked if Gilmore Lake Road would remain. Palm stated Janillo would need to contact the County Assessor's office regarding taxes. She stated Mr. Sudbeck originally requested a preliminary plat and rezoning in 2014 for phases one through four of Spring Ridge. Palm said it has always been the agreement that Gilmore Lake Road would have to be improved in order for the development in the southern phases to happen. Palm stated the subdivision agreement would outline everyone's responsibilities and when those improvements would take place. Discussion ensued regarding the condition of Gilmore Lake Road. Janillo asked if Morrie Drive would be an access road to the new subdivision. Palm stated under the current proposal, access to the subdivision would be from Gilmore Lake Road, Lola Avenue, and Morrie Drive. Palm stated a traffic study had been done in 2014 and recently the city engineer requested that study be updated. Palm said the updated traffic study requires Gilmore Lake Road to be improved, and includes some improvement along South 25<sup>th</sup> Street. She stated one being a southbound turn lane at the intersection of South 25<sup>th</sup> Street and Gilmore Lake Road to be completed by 2025, as well as a northbound turn lane at the intersection of South 25<sup>th</sup> Street and Morrie Drive.

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

Ackley asked if Janillo should talk to the city about traffic calming devices on the five blocks between Lucille Drive and Morrie Drive. Palm stated that could be taken into consideration.

MOTION was made by Ackley, seconded by Cutsforth to CONTINUE a request to rezone Lots 154 through 196, and Outlots "F" through "I," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS, with site plan approval, for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "I," Spring Ridge. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake Road. Case #'s: Z-2103-02 and S-2103-05. Request CONTINUED to the October 28, 2021 Planning Commission meeting. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will be continued to the October 28, 2021 Planning Commission hearing.**

PUBLIC HEARING was held on a request to amend Sections 2.22 Definitions, 5.27 ML Light Manufacturing District, 5.28 MH Heavy Manufacturing District, 5.35 HCO Highway 34 Corridor Overlay District, and Article 8 Supplemental Regulations, City of Bellevue Zoning Ordinance, regarding solar energy. Applicant: City of Bellevue. Case #: 165.

Palm stated the 2011 Zoning Ordinance update regarding Section 8.06 contained general language regarding solar panels. She stated solar technology has evolved and the city is ready to update the ordinance accordingly. Palm stated Ms. Curry had done some research locally and nationally on solar energy. Neighboring jurisdictions have updated their ordinances, and the proposed language represents a mix of those regulations. Palm said the city currently has a moratorium on solar until these regulations are in place. She said these regulations have been given to Ms. Valentin at Omaha Public Power District (OPPD) and she has provided a handout to the commissioners of OPPD's recommended revisions.

Michaela Valentin, OPPD, 444 South 16<sup>th</sup> Street Mall, Omaha, NE stated she has worked on several different solar panel regulations, to include Saunders County and Cass County. She stated she has also worked with Sarpy County, Burt County, and several solar developers. Valentin said she has also worked on the Platteview solar project being constructed in Yutan, NE. Valentin briefly presented OPPD's suggested changes to the proposed amendment and ended with offering her assistance, if needed, to the Planning Department. She stated OPPD is happy to be a community partner and provide expertise on this.

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

Palm stated due to the amount of discussion, the best way to organize proposed changes was to go through the document page by page allowing staff to take notes that would be used for revisions.

# MINUTE RECORD

Bellevue Planning Commission Meeting, August 26, 2021, Page 7

Palm stated they would begin with page 2 definitions and asked if anyone had anything to offer on page 2. Ackley stated he would note the definition for Solar Conversion System has three different components, which is why he agrees with Ms. Valentin's proposed revisions to change "solar panel" to "Solar Conversion System" in multiple places in the revised text.

Jacobson stated on page 2, Section 2.22 (S) definitions of the Solar Conversion System he would propose adding, "converts solar energy to a form of usable electrical energy and/or supplies electrical energy to an energy storage device." He said there might be storage on the property as well, whether it be a residential and/or commercial application.

Ackley asked regarding page 4, what the title Residential and Individual mean. Palm stated it should read Residential and Commercial Solar Conversion Systems. Ackley asked if Section 8.07 was the Commercial and Section 8.06 the Residential. Palm stated that was correct. Ackley asked if there is an Agricultural (AG) zoning with only a barn on the property is a solar panel allowed under the individual definition. Palm stated that was the intent. Ackley stated then it is acceptable as written. Palm stated Section 8.06 would be changed to read "Residential and Individual Solar Conversion Systems."

Jacobson stated OPPD pointed out to change "solar panel" to "Solar Conversion System" and that should be a global change throughout the entire document.

Jacobson stated page 4, Section 8.06.02 (6) Solar Conversion System – Ground Mounted, change "rack and pole" to "racks and poles." Palm asked Jacobson to address changes to (3) and (4) in regards to energy and storable energy. Jacobson stated on (3) Solar Collector change a single "residence" to "structure" to ensure it is across one residential property or structure. Palm stated Mr. Jacobson also wanted to change "retain heat" to "retain energy" at the end of (4). Jacobson stated that is correct solar energy is no longer stored as a passive hot air device. He stated (4) change to, "form of useable or on-site energy storage."

Palm stated page 4, Section 8.06.02 (6) OPPD suggests to strike "sits on the ground or has its own foundation." Ackley stated he approved of that.

Ackley initiated discussion regarding Section 8.06.03 Permit Required, exception for mobile units or six square feet or less in size of panels. He asked if a person could have multiple panels or one six square feet aggregate. Palm stated that would be her interpretation but it would have to be clarified. Ackley asked what the goal was because permitting brings revenue to the city. Aerni stated you can install solar lights and they have to be exempt. Ackley stated it reads as unlimited. Discussion ensued regarding maximum size for exemption. Aerni stated if it were tied into the electrical grid it would require a permit regardless of size. Jacobson stated the wording "applicable permits shall also be obtained as well as Federal Utilities permits and inspections," so if it is a significant size of square footage of solar the permitting process must go through the local utilities for approval. Valentin stated permitting generally goes through the city or county and then OPPD provides the power. She stated all these panels have electrical hook ups on the backside. Palm asked if the Commission wanted to update it with Mr. Jacobson's suggestion: "applicable permits shall also be obtained as well as Federal and Utility permits and inspections." Ritz stated he thought Ms. Valentin stated it was not necessary to change. Palm stated the addition added clarification. Ackley stated he approved of all of OPPD's comments.

Jacobson stated Section 8.06.04 (1) reads a "Solar Conversion System may project four feet into the front yard; six feet into the rear yard; and two feet into a side yard of five feet or less and four feet into a side yard greater than five feet." He stated his concern was some of the residential zoning would allow a solar panel to extend out four feet, and if two houses next to each other both had panels extending out four feet that would leave only two feet between houses. Jacobson stated on the front of the house extending into the front yard setback, a solar panel might cover the gutters or windows. He stated this might create some structural issues. Jacobson stated his comment is to add "the structure-mounted solar system will not be taller than the lowest peak of the roofline and stay within the footprint of the roofline." Palm stated that is existing language and permits issued in the last ten years have never hung over the roofline. Commissioners agreed, and Jacobson suggested the language be stricken and add "the Solar Conversion System must be within the footprint of the roofline." Ackley stated this could also be pole mounted on the ground. Palm stated it could read, "roof mounted structures must be within the footprint." Jacobson stated 8.06.04 (2) addresses ground mounted. Discussion ensued regarding roof-mounted systems. Valentin stated the solar developers arrange the panels so they are not below the shadow line and OPPD would do a Google earth search to see how the sun crosses over the structure and then recommend placement. She stated she has not personally seen panels installed over the roofline. Palm asked if Jacobson wanted to strike the encroachment language and add "roof mounted SCS (Solar Conversion System) must be within the footprint of the

# MINUTE RECORD

Bellevue Planning Commission Meeting, August 26, 2021, Page 8

roofline." Casey asked if wall mounted systems need to be addressed. Palm stated combine it and have it read as, "SCS, other than roof mounted, may project..." and leave the encroachment language as is. Aerni stated he would rather have a neighbor's SCS have an overhang rather than an encroachment in the side yard. Jacobson stated the permitting process would go through some review and it could be flagged at that time. Ritz suggested to leave as written and it could be visited later if need be. Palm asked the Commissioners if it should remain as is or changed; consensus was to leave as presented.

Jacobson suggested 8.06.04 (2) to read, "solar panel be located in the required side yard or front yard, unless a waiver is issued by the Board of Adjustment," to identify the ruling party. Palm stated she is in agreement with that. Ritz asked if a carport on your driveway with solar panel would fall under this. Palm stated that would require that the carport meet the setbacks. Ackley stated the language would allow an encroachment of four feet. Discussion ensued regarding when an applicant would need to apply to the Board of Adjustment.

Jacobson suggested on page 6, Section 8.07.02 (3) adding "including energy storage devices" to language, and 8.07.04 (1) add "and Operator" to the language. He stated (3) adding "(KW)" of the solar conversion to the system and in (4) adding "storage device" to language to be consistent with previous language. Jacobson suggesting adding "(8) The County of Sarpy Nebraska and (9) The City of Bellevue Nebraska," including its extra territorial jurisdiction (ETJ).

Ackley initiated discussion regarding Section 8.07.04 Permitting Requirements, Conditional Use Permits, number (13) decommission plan as required by this ordinance. He stated that would be a detailed document for a commercial facility that was unsure of approval at time of plan submittal. Valentin stated in Saunders County the Conditional Use Permit was granted at the end of May and the finalized decommission plan was submitted in August. She stated there was a period of time given to work with the Board of Supervisors to get the plan where it needed to be. Ritz asked if construction had started before the plan was submitted. Valentin stated construction had not begun as of yet. Discussion ensued regarding appropriate language. Palm said added language would be "contingent upon approval of the Conditional Use Permit; and (14) Any other information as deemed reasonably necessary and requested by the city." Discussion ensued regarding the addition of "reasonably" in (14). Jacobson stated (12) adjust language to read "local utilities." Palm stated so that would read "any specific requirements of the appropriate fire district and local utilities." Jacobson said correct.

Palm stated Mr. Jacobson wanted 8.07.05 (1) added language, "and standards in effect at the time of permit approval." Jacobson stated his intent was to let the contractors know they would continue to work under the standards at the time of approval and not new standards adopted during the process if applicable. Jacobson suggested added language on (4) to be "Minimum setbacks for all equipment and structures."

Palm stated height requirements 8.07.05 (5) were taken directly from Sarpy County's regulations. She stated they were aware this requirement would be a point of discussion. She stated Sarpy's full section reads, "shall not exceed 15 feet in height at maximum tilt, exceptions may be granted within the Special Use Permit in cases where topography, flood plain or other natural elements of the natural landscape interfere with the ability to meet the forgoing height restrictions." Ackley and Valentin were in favor of that language. Aerni asked if it should match the zoning districts maximum height requirements for buildings. Palm said there is no maximum height requirement in ML (Light Manufacturing) and MH (Heavy Manufacturing). Ackley asked about the industry standard for solar farms. Valentin stated eight-foot poles are pile driven and at full tilt, approximate height would be about ten feet. Valentin said OPPD's goal was to account for topography. Palm stated if the Commission was agreeable, the Sarpy County language would be incorporated into (5) leaving the 15 foot limit but allow for topography, flood plain and other natural elements. Aerni asked if the Zoning Ordinance allows barbed wire listed in (6) fencing. Palm stated barbed wire is not allowed in the city limits so it should be stricken from the ordinance. Ackley asked in (7) vegetative buffer how far apart are the trees and what is the goal of minimum six feet in height and maintained at maturity eight feet in height. Valentin stated the trees are located on the outside of the fence to block the fence. Palm stated in other parts of the ordinance spacing of trees in a buffer yard are addressed. Ackley stated a true buffer should require spacing requirements and at maturity should say a minimum of eight feet. Ackley stated he was in favor of OPPD's comment regarding striking (7)(a) "public road right-of-way." Cutsforth asked the reasoning behind striking (7)(a). Valentin stated typically when installing buffering around a project, industry standard is not to installed it in the public right-of-way. She said height of trees and where landscape is planted is typically done through the Conditional Use Permit process. Palm stated the landscaping ordinance regarding buffer yard reads, "at least one row staggered to space not to exceed one-half mature spread." She stated spacing would depend upon the species being planted. Ackley suggested

# MINUTE RECORD

Bellevue Planning Commission Meeting, August 26, 2021, Page 9

it read, "the evergreen vegetated buffer shall be spaced in accordance..." with the appropriate landscaping reference in Article 9, Zoning Ordinance. Palm stated that would be Section 9.05 for reference. Jacobson asked if under (9) should "solar panels, batteries, and parts" be added to the language along with the last sentence of "during construction and operation." Jacobson stated (10) the majority of groups that have enacted these regulations say on-site power lines shall be buried where reasonable but shall not apply to fiber optic. He stated why one and not the other due to fiber optic lines being the same size as some of the other cables. Ritz stated burying fiber optic is more expensive. Jacobson agreed and said there are security features involved. Discussion ensued regarding buried cables. Valentin stated she would look into the issue. She stated in areas that are more rural it would be cheaper to have lines that are not buried. Ritz stated unless you have a massive solar farm, overhead fiber optics would not be that unsightly. He stated he would leave the fiber optics and add "communication connections" so it is not just specific to fiber optics. Jacobson stated that is a good point. Compton stated he would also leave it as is. He stated the cost is why you see many overhead lines.

Palm stated in regards to Section 8.07.06 Decommissioning, OPPD has recommended changing complete decommissioning from 6 months to 12 months. She stated end of useful life is at 12 months so it makes sense to keep it consistent. Jacobson stated there is a possibility that a commercial solar installation might see some sort of partial decommissioning. He stated it should read, "the owner or operator of a commercial/utility grade solar conversion system shall, at its expense, partial or complete decommissioning of the system or individual solar arrays, within 12 months." Jacobson stated this would prevent a partial decommissioned system from remaining until the other portion was decommissioned.

Aerni stated if the property owner is a farmer who leases his property to a company who then leaves and decommissioning is left up to him, should he be given an additional year or six months to complete decommissioning. Discussion ensued regarding time limits and a decision to leave it at the six months was made.

Palm stated in Section 8.07.07 the City of Bellevue was comfortable with the \$1 million liability insurance. Valentin stated the CUP governs the amount of liability insurance. Ritz stated the CUP could increase that amount if need be.

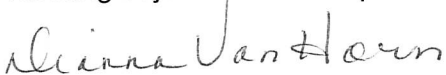
Jacobson thanked OPPD for their participation in tonight's discussion.

Ackley asked how the ordinance would be presented to the City Council. Palm stated a red line copy would be provided to City Council and a memo with highlights of tonight's discussion. She stated a clean copy of the ordinance would move forward with the recommendation.

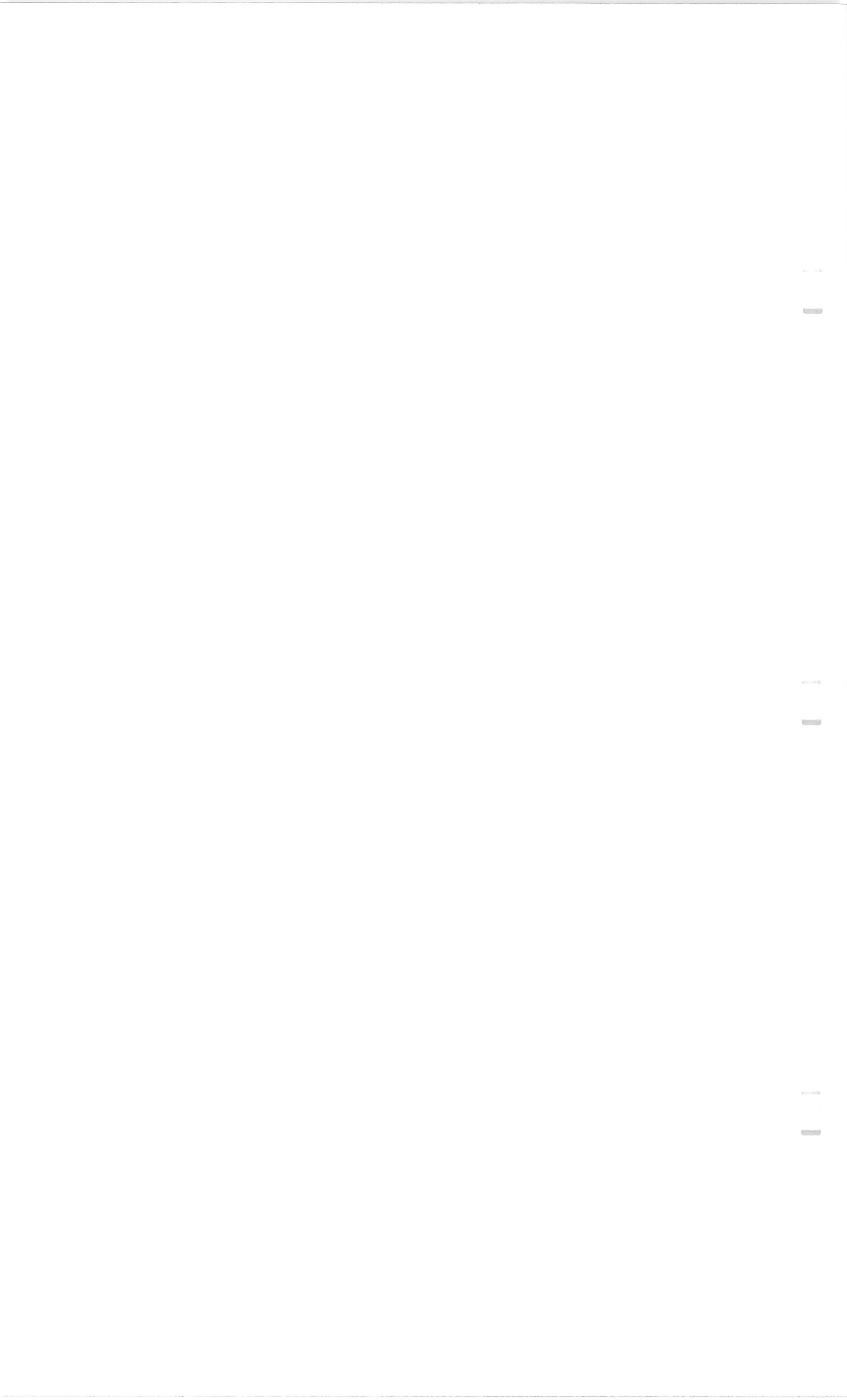
MOTION was made by Jacobson, seconded by Cutsforth to recommend APPROVAL of a request to amend Sections 2.22 Definitions, 5.27 ML Light Manufacturing District, 5.28 MH Heavy Manufacturing District, 5.35 HCO Highway 34 Corridor Overlay District, and Article 8 Supplemental Regulations, City of Bellevue Zoning Ordinance, regarding solar energy. Applicant: City of Bellevue. Case #: 165. APPROVAL of the amendment as presented including the Planning Commission's discussions and modifications. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON September 21, 2021.**

Meeting adjourned at 9.49 p.m.



Dianna Van Horn  
Planning Secretary



# MINUTE RECORD

\*5b2.  
9/21/2021

Bellevue Special City Council Meeting, August 31, 2021, Page 1

A Special 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 31<sup>st</sup> day of August, 2021, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

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

## PLEDGE OF ALLEGIANCE

Mayor Hike led the Pledge of Allegiance.

## OPEN MEETINGS ACT

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

## APPROVAL OF THE AGENDA:

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

## SPECIAL PRESENTATION:

### Presentation of proposed FY 2021-2022 Budget (Finance Director)

Mr. Rich Severson, Finance Director, gave a presentation on the proposed budget for the 2021-2022 Fiscal Year. Per the new State Statute, a second special public hearing is required for citizens to comment and ask questions. The tax rate has remained at .61 cents, which it has been for several years. Mr. Severson went through the pages and pointed out the funding requirements on different line items for expenses and where the revenue is coming from to pay the expenses. He stated he received several questions, which he proceeded to answer with detail on why the budget was done as it was.

## ORDINANCES FOR PUBLIC HEARING (2<sup>nd</sup> reading):

### Ordinance No. 4049: An ordinance to adopt the Annual Appropriations Bill (Finance Director) (Special Hearing on 2021-2022 Budget Required per State Statute)

Ordinance No. 4049: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read by title only and a special public hearing was held.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak on the FY 2021-2022 Budget.

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.

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on September 7, 2021.

### Resolution No. 2021-28: A resolution to set the 2021-2022 property tax request (Finance Director) (No Action Required at this Meeting)

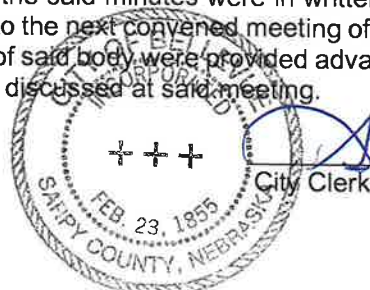
## ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Cook, seconded by Welch, the meeting adjourned at 6:3 p.m. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none.

  
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 August 31, 2021; 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.



# MINUTE RECORD

\*5b3.  
9/21/2021

Bellevue City Council Meeting, September 7, 2021, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 7<sup>th</sup> of September 2021, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide, "Daily Record" 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 the Pledge of Allegiance. Pastor William Johnson, Revival Tabernacle Church, 2226 Jefferson Street, Bellevue, gave the invocation.

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA:**

**Motion** was made by Cook, seconded by Burns, to approve the agenda.

**Motion** was made by Cook, seconded by Preister, to amend the agenda by moving Item 15a. after Item 10a. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by Stinson, seconded by McCaw, to approve the consent agenda consisting of the following items: Approval of the August 17, 2021 City Council Minutes; Approval of Claims; Recommend approval of the reappointment of Al Povondra, as an alternate, to the Design Review Board, for a three-year term ending August 2024; Recommend approval of the reappointments of Deborah Ady and Barbara Van Wassenhoven to the Library Board, for 5-year terms ending June 2026; and recommend approval of waiver of hunting applications.

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

## **SPECIAL PRESENTATIONS:**

**Presentation from Sarpy County Economic Development Corporation on 2nd Quarter.** (Andrew Rainbolt)

Mr. Andrew Rainbolt advised the name has changed from Sarpy County Economic Development Corporation to "Grow Sarpy." He presented the 2<sup>nd</sup> Quarter Report. Discussion followed.

**Proclamation designating the week of September 17–23 as "Constitution Week."**

Mayor Hike read the proclamation designating the week of September 17-26 as "Constitution Week."

**ORGANIZATIONAL MATTERS:** None

## **APPROVED CITIZEN COMMUNICATION:**

**Bellevue Chamber of Commerce Grand Campaign and associated costs to the city.** (David Compton)

Mr. David Compton, 113 W. 22<sup>nd</sup> Avenue, addressed his concerns with the city paying the Chamber an additional amount over \$100,000 which the City Council approved in April 2020.

## **LIQUOR LICENSES:**

**Recommend approval of the application for Brian J. Meves as the new Manager for Dillon Companies LLC dba "Baker's Supermarkets" Store 300 located at 3614 Twin Creek Drive and Store 318 located at 801 Galvin Road South.** (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 ordinance.

# MINUTE RECORD

Bellevue City Council Meeting, September 7, 2021, Page 2

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.

**Motion** was made by Stinson, seconded by Cook, to recommend to the NLCC approval of the application for Brian J. Meves as the new Manager for Dillon Companies LLC dba "Baker's Supermarkets" Store 300 located at 3614 Twin Creek Drive and Store 318 located at 801 Galvin Road South.

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

**Resolution No. 2021-26: Approve and authorize Mayor to sign the Redevelopment Plan for Lot 7, Tiller's 4th Addition.** (Planning Manager)

**Motion** was made by Cook, seconded by Welch, to approve Resolution No. 2021-26: Approve and authorize Mayor to sign the Redevelopment Plan for Lot 7, Tiller's 4th Addition. Applicant: Freedom Village, LLC. General Location: 1811 Hillcrest Drive.

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

## **ORDINANCES FOR ADOPTION (Third Reading):**

**Ordinance No. 4046: An ordinance a request to rezone Lot 7, Tiller's 4th Addition, from BG to RG-20-PS. Applicant: Freedom Village, LLC (Jolene Roberts). General Location: 1811 Hillcrest Drive. (Planning Manager)**

Ordinance No. 4046: 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 1811 Hillcrest Drive, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the third and final time.

**Motion** was made by Welch, seconded by Stinson, to approve Ordinance No. 4046. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **Request for site plan approval for Lot 7, Tiller's 4th Addition.**

**Motion** was made by Welch, seconded by Stinson, to approve the site plan for Lot 7, Tiller's 4<sup>th</sup> Addition. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Ordinance No. 4047: An ordinance to request the rezoning of Lots 1 and 2 Harold Square Replat One, being a replat of Lot 49, Harold Square from RG-50 to RG-20 and RG-50, for the purpose of a single-family residence and care facility for disabled adult. Applicant: Sharon Chaudhuri. General location: 8700 S. 25th Street. (Planning Manager)**

Ordinance No. 4047: 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 8700 South 25th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the third and final time.

Mayor Hike recused himself due to a conflict of interest. He left the Council Chambers at 6:36p.m.

Council President Cook took over the meeting.

**Motion** was made by Welch, seconded by McCaw, to approve Ordinance No. 4047. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **Request to Small Subdivision Plat Lots 1 and 2, Harold Square Replat One.**

**Motion** was made by Welch, seconded by McCaw, to approve Small Subdivision Plat Lots 1 and 2, Harold Square Replat One. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Mayor Hike returned to the Council Chambers at 6:37 p.m.

**Ordinance No. 4048: To amend Article 1, Chapter 28, of the Bellevue Municipal Code by amending 28-7 and adding a new Section 28-15 regarding the declaration of nuisance and abatement procedure for unlawful storage of building materials on streets and sidewalks. (Public Works Director)**

Ordinance No. 4048: An ordinance to amend Article 1, Chapter 28, of the Bellevue Municipal Code by amending Section 28-7 and adding a new Section 28-15 regarding the declaration of Nuisance and abatement

# MINUTE RECORD

Bellevue City Council Meeting, September 7, 2021, Page 3

procedure for unlawful storage of building materials on streets and sidewalks and to provide an effective date was read by title only for the third and final time.

**Motion** was made by Cook, seconded by Stinson, to approve Ordinance No. 4048. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **Ordinance No. 4049: Annual Appropriations Bill (Finance Director)**

Mayor Hike opened the meeting to the public to give opportunity for individuals to speak in favor of or in opposition to Ordinance No. 4049. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Hike declared the public hearing closed.

Mr. Rich Severson, Finance Director, advised the resolution needs to be amended to reflect the correct tax amounts and include the total of the appropriation.

Councilman Preister advised procedurally 11d1. will need to be voted on first.

**Motion** was made by Preister, seconded by Welch, to approve Resolution No. 2021-28: A resolution to set the 2021-2022 Property Tax Request.

**Motion** was made by Preister, seconded by Welch, to amend Resolution No. 2021-28 the 2021-2022 Property Tax request be set at portion and then the bond fund portion, and the totally property request amended to General Fund \$20,297,761.00, Bond Fund \$7,578,857.00, and Total Property Request \$27,876,618.00.

Mr. Severson confirmed those are the correct amounts.

Councilman Cook confirmed the mill levy remains the same. Mr. Severson replied yes at .61 cents.

Councilwoman Welch stated she has people who were recently annexed approach her. Some have advised their taxes went and some advised their taxes went down even though the mill levy has been kept the same. Mayor Hike explained when the property values rise, property taxes will go up. The city's mill levy has remained the same. He mentioned if the city reduces the mill levy, city projects and city services would be reduced.

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

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

## **Approve an additional 1% in the base of restricted funds.** (Finance Director)

**Motion** was made by Welch, seconded by Cook, to approve an additional 1% in the base of restricted funds. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Ordinance No. 4049: An Ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read by title only for the third and final reading.

**Motion** was made by Cook, seconded by Welch, to approve the 2021 – 2022 fiscal budget, Ordinance No. 4049: An Ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date.

Roll call vote on the motion to approve Ordinance No. 4049 was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## **ORDINANCES FOR PUBLIC HEARING (Second Reading):**

### **Ordinance No. 4050: An ordinance to amend Section 12-57 through 12-58 of the Bellevue Municipal Code pertaining to fireworks.** (City Clerk)

Ordinance No. 4050: An ordinance to amend Section 12-57 through 12-58 of the Bellevue Municipal Code pertaining to fireworks, to repeal all previous versions of the same; to provide for the publication of this ordinance in pamphlet form; and to provide an effective date of this ordinance was read by title only for the second and a public hearing was held.

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

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.

# MINUTE RECORD

Bellevue City Council Meeting, September 7, 2021, Page 4

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on September 21, 2021.

## **ORDINANCES FOR INTRODUCTION: (First Reading)**

**Ordinance No. 4051: An Ordinance authorizing the issuance of Public Safety Department Tax Anticipation Refunding Bonds, Series 2021, in the principal amount of not to exceed \$3,500,000. (Finance Director) (Requesting to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting.)**

Ordinance No. 4051: An Ordinance authorizing the issuance of public safety department tax anticipation refunding bonds, Series 2021 of the City of Bellevue, Nebraska, in the principal amount of not to exceed three million five hundred thousand dollars (\$3,500,000) to provide for the payment and redemption of certain public safety department tax anticipation bonds of the City of Bellevue, Nebraska; prescribing the form of such bonds to be issued and authorizing officers of the City to approve certain final terms of the bonds; providing for the levy of taxes to pay the interest on and principal of such bonds; and providing for the publication of this ordinance in pamphlet or electronic form; and related matters was read for the first time.

**Motion** was made by Preister, seconded by Welch, to waive the rule requiring three readings, hold a public hearing and vote after the public hearing tonight. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

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

No one from 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 Stinson, seconded by Cook, to approve Ordinance No. 4051. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**Ordinance No. 4052: An Ordinance authorizing the issuance of General Obligation Refunding Bonds, in One or more Series, in the aggregate stated principal amount of not to exceed \$1,500,000. (Finance Director) (Requesting to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting.)**

Ordinance No. 4052: An Ordinance authorizing the issuance of General Obligation Refunding Bonds of the City of Bellevue, Nebraska, on one or more series, in the aggregate stated principal amount of not to exceed one million five hundred thousand dollars, (\$1,500,000) for the purpose of refunding all or a portion of: (A) \$725,000 outstanding principal amount of various purpose bonds, Series 2013, Dated March 5, 2013; (B) \$1,470,000 outstanding principal amount of general obligation refunding bonds, Series 2013, Dated December 29, 2016; prescribing the form of such bonds to be issued and authorizing officers of the city to approve certain final terms of the bonds; providing for the levy and collection of taxed to pay the same, if necessary; providing for the sale of the bonds; authorizing the delivery of the bonds to the purchaser; and providing for the disposition of proceeds; and ordering the ordinance published in pamphlet or electronic form was read for the first time.

**Motion** was made by Cook, seconded by Welch, to waive the rule requiring three readings, hold a public hearing and vote after the public hearing tonight.

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

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

No one from 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 Welch, seconded by Burns, to approve Ordinance No. 4052. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**Ordinance No. 4053: Request to amend Sections 5.27 ML Light Manufacturing, and 5.28 MH Heavy Manufacturing, City of Bellevue Zoning Ordinance, regarding the addition of recycling collection and processing facilities as a permitted use. Applicants: Waste Connections of Nebraska, Inc. and City of Bellevue. Case #: 164. (Planning Manager)**

Ordinance No. 4053: An ordinance to amend Sections 5.27 and 5.28, Ordinance No 3619, Bellevue Zoning Ordinance, relating to permitted uses in the ML (Light Manufacturing) and MH (Heavy Manufacturing) zoning

# MINUTE RECORD

Bellevue City Council Meeting, September 7, 2021, Page 5

districts; 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 was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on September 21, 2021.

**Ordinance No. 4054: Request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from FX and BNH to ML for the purpose of light industrial development. Applicant: Waste Connections of Nebraska, Inc. General Location: Fairview Road and Fort Crook Road South.** (Planning Manager)

Ordinance No. 4054: 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 Fort Crook Road South and Fairview Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on September 21, 2021.

**Ordinance No. 4055: Request to amend Sections 2.22 Definitions, 5.27 ML Light Manufacturing District, 5.28 MH Heavy Manufacturing District, 5.35 HCO Highway 34 Corridor Overlay District, and Article 8 Supplemental Regulations, City of Bellevue Zoning Ordinance, regarding solar energy. Applicant: City of Bellevue. Case #: 165.** (Planning Manager)

Ordinance No. 4055: An ordinance to amend Sections 2.22, 5.27, 5.28, and 5.35; and Article 8, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to definitions, permitted uses in the ML (Light Manufacturing), MH (Heavy Manufacturing), and HCO (Highway 34 Corridor Overlay) Zoning Districts, and supplemental regulations regarding solar energy; 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 was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on September 21, 2021.

**Ordinance No. 4056: Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1, Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE and RS-84-PS to RE and RS-84-PS for the purpose of existing residential development; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. Applicants: Todd Santoro and Greg Dennis. General location: Hickory Circle and Childs Road East.** (Planning Manager)

Ordinance No. 4056: 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 Hickory Circle and Childs Road East, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on September 21, 2021.

**Ordinance No. 4057: A compensation ordinance reflecting pay ranges covered under collective bargaining agreements and unclassified positions.** (HR Director)

Ordinance No. 4057: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4038; and providing for an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on September 21, 2021.

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

## **RESOLUTIONS:**

**Resolution No. 2021-31- A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2021.** (City Clerk)

**Motion** was made by Cook, seconded by Welch, to approve the Resolution No. 2021-31 – A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program

# MINUTE RECORD

Bellevue City Council Meeting, September 7, 2021, Page 6

Compliance for 2021. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **CURRENT BUSINESS:**

**Recommend approval of purchase to replace (2) end of life servers with (3) host systems and a flash storage system (comes with a 5-year service and maintenance agreement) from Dell Technologies, in an amount not to exceed \$130,323.31. (Fire Chief)**

**Motion** was made by Welch, seconded by Cook, for approval of purchase to replace (2) end of life servers with (3) host systems and a flash storage system (comes with a 5-year service and maintenance agreement) from Dell Technologies, in an amount not to exceed \$130,323.31. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommend approval of the lease agreement with Dillon Brothers Harley-Davidson Inc. for six police motorcycles, in an amount not to exceed \$20,160. (Police Chief)**

**Motion** was made by Stinson, seconded by Preister, to recommend approval of the lease agreement with Dillon Brothers Harley-Davidson Inc. for six police motorcycles, in an amount not to exceed \$20,160. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Lockton's Employee Wellness Program Agreement for FY20-21, in an amount not to exceed \$21,780. (Finance Director)**

**Motion** was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the Lockton's Employee Wellness Program Agreement for FY20-21, in an amount not to exceed \$21,780. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommend approval of the Traveler's/Chubb/MWECC renewal proposal for the City's FY21-22 Property/Casualty Insurances, in an amount not to exceed \$621,049. (Finance Director)**

**Motion** was made by Burns, seconded by Preister, to recommend approval of the Traveler's/Chubb/MWECC renewal proposal for the City's FY21-22 Property/Casualty Insurances, in an amount not to exceed \$621,049. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the amendment extending the 2019 CDBG Subrecipient Agreement with Habitat for Humanity for Sarpy County for the 2020 Land Purchase Project, in an amount not to exceed \$22,000. (Finance Director/CDBG Program Specialist)**

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the amendment extending the 2019 CDBG Subrecipient Agreement with Habitat for Humanity for Sarpy County for the 2020 Land Purchase Project, in an amount not to exceed \$22,000. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign Change Order #2 to the original with DIY Holding Company, LLC, increasing the contract for the 2021 Concrete Pavement Rehab Project, in an amount not to exceed \$103,301 (increase to be paid from current cemetery budget). (Public Works Director)**

**Motion** was made by Stinson, seconded by Preister, to approve and authorize the Mayor to sign Change Order #2 to the original with DIY Holding Company, LLC, increasing the contract for the 2021 Concrete Pavement Rehab Project, in an amount not to exceed \$103,301 (increase to be paid from current cemetery budget). Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign Amendment No. 1 to the original agreement with RJN Group, Inc. increasing the agreement for the Whitted Creek Sanitary Basin Modeling Project, in an amount not to exceed \$10,000. (Public Works Director)**

**Motion** was made by Burns, seconded by Cook, to approve and authorize the Mayor to sign Amendment No. 1 to the original agreement with RJN Group, Inc. increasing the agreement for the Whitted Creek Sanitary Basin Modeling Project, in an amount not to exceed \$10,000. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Civilian Employees Association of Bellevue (CEAB) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. (Administration)**

# MINUTE RECORD

Bellevue City Council Meeting, September 7, 2021, Page 7

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Civilian Employees Association of Bellevue (CEAB) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Bellevue Professional Management Association (BPMA) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. (Administration)**

**Motion** was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Bellevue Professional Management Association (BPMA) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Bellevue Police Command Staff Association (BPCSA) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. (Administration)**

**Motion** was made by Stinson, seconded by Preister, to approve and authorize the Mayor to sign the Bellevue Police Command Staff Association (BPCSA) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Bellevue Police Officer Association (BPOA) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. (Administration)**

**Motion** was made by Welch, seconded by Stinson, to approve and authorize the Mayor to sign the Bellevue Police Officer Association (BPOA) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly Reports are given at the first Council Meeting of each month - August report is attached.)**

**CLOSED SESSION: NONE**

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Cook, seconded by Burns, the meeting was adjourned at 7:19 p.m. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

\_\_\_\_\_  
Susan Kluthe, City Clerk

\_\_\_\_\_  
Rusty Hike, Mayor

I, the undersigned, Deputy 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 September 7, 2021; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

\_\_\_\_\_  
Susan Kluthe, City Clerk



City of Bellevue

Tree Board

August 10, 2021 meeting minutes



Jo called the meeting of the Bellevue Tree Board to order with the following members in **attendance**: Joanne Langabee, Don Preister, Scott Evans, Nancy Scott, Deborah Woracek, Tom Mruz and Jim Shada. Jo

reminded all to let Deborah know their hours and miles for our record. Don suggested Deborah email the file to all, to check their own hours, then to let Deborah know of any differences. **Deborah agreed to email the list to the Board, saying, she prefers to add or subtract to it, herself.**

Joanne called for a motion to approve the June 8, 2021 meeting minutes. Don made the motion, Scott then seconded it and it was approved by all present. **Deborah will email them to the city clerk, to be filed.**

**Park Report** – Jim reported major storm damage from the recent record-breaking windstorm in many of our parks. The City Crews have trimmed the branches they could reach. Since their lift truck is out of commission, they will wait until Hughes Tree Service can come in to down some trees. Aspen Park remains closed due to safety/damage. The cleanup has been completed in Blackhawk and Two Springs parks. Jim requested the Board go to Hero's Park to see the wonderful work that was done by Bob and Jo Langabee. They weeded thistles in rose beds. Bob got plants from Menard's that they then planted. Jim thanked them profusely!! The Tree Board members added their thanks as well. Jim then said, they are busy preparing for two festivals: Bellevue Rocks by the River and Arrows to Aerospace, that are coming up in the next two weeks. The Bellevue Foundation conducts the event and Kiwanis does the parade. The Parks and Rec. Depts. serve as support for both, with set-up and clean-up. Don asked about any recycling for Hero's Park at the festival. Jim said that was up to the organizers. Jim said Doug Clark considers recycling an on-going issue. He wants more recycling locations included in a new Parks Master Plan, to be completed by 2023. Jo thanked Jim for coming to the meeting and excused him from the rest of the meeting.

### **Old Business**

Washington Park carvings – Don has now contacted friends of the artist to have him connect with Don to start the process of the carvings.

Report on Invasive species - Tom reported he is paying \$30.00 for 2-gal. of crop oil. Chad Greave has said he is switching to using a diesel oil mix. Don questioned whether that is as effective. He suggested that Michelle Foss would know which works better. She told Jo she regrets ever starting to fight Ailanthus in the Forest. **Tom will contact**

**her and investigate what they say is the best method to eradicate Honeysuckle. We will not spray the Ailanthus at this time.**

Bellevue 411 – Scot asked for suggestions for future articles. Jo suggested an article about how to identify and get rid of invasive Honeysuckle, Deborah suggested an article about not raking up all of your leaves from the lawn, but to leave some as habitat for wintering insects, Don suggested leaving the garden plants through the winter for the same reason. **Scott will work on these suggestions and send them in to be submitted for posting on Bellevue 411.**

#### Winter Projects

Letterhead drawings status – Nancy reported that she has spent many hours searching for an appropriate tree drawing to use for our logo. She keeps returning to her drawing of the 2 oaks and has added Bellevue Tree Board to it and **she will email us some different versions to look at.** She may try using a single leaf, but others brought up how many local organizations use a single leaf already. She might try an acorn with the words. Don and the rest of the Board thanked her for her time.

Tree List and Invasives flyers – Holly is the Board member working on these. **Jo will ask to get the information from her and maybe get her to complete the process.**

#### New Business

Citing personal issues, Holly Hofreiter emailed her resignation to the Board. The Board accepted it with regrets. Her hard work, many hours and guidance will be sorely missed. We wish her well in her future endeavor. Don and Jo urged all to think of possible candidates, as well as their own roles on the Board. We will be voting or discussing Officers and new members at our meeting in September.

Jo announced that on September 3, 2021, Graham Herbst and the State Forestry Service will host a workshop about the Oak blight. It will be held at the Reed Center from 9am-2pm. She then asked for recommendations for caterers as Graham wants our input. Patricia's Catering in Bellevue was suggested. Some speakers to be presenting are Graham and Chad Graeve (from Hitchcock Nature Center). Don requested that the workshop be put on Zoom as he has several meetings that day. **Jo will pass the request on to Graham.** You need to register on the State Forestry website.

Jo announced that we have been chosen by the State-wide Arboretum to receive 10 trees to be planted in September. They will choose the species of trees.

Tree inventory – is almost completed. Jo prefers to go at very early hours, before the day gets too hot. Tom said he would be able to help with finishing up the inventory. Everett Park was rototilled. Tyler Moore offered to plant pollinator plants there and was told he could fill in the sunny spots. Nancy said she has pea gravel that can be used as mulch. **Tom volunteered to help mulch. Jo said, most of the inventory is done, but**

**not written into the report yet.** Some new parks need to be inventoried. Don suggested Jo check with Jim Shada about the location of our, Tree City, USA, signs.

Spraying for Ailanthus & Honeysuckle control – Since Honeysuckle is so much easier to control as it doesn't send up as many shoots as Ailanthus does, we will concentrate on it this year. Don brought up that the zoo may be willing to use the cuttings for their animals to eat, as long as we don't use chemicals on the cuttings

Cutting down trees – harvesting the wood – Don asked Bobby Riggs if large trunks could be taken, for use, from the tree dump. It is okay with him to have logs picked up from the dump to harvest for use. Call him first. **Jo will check with Bobby, Street Dept. Forman, to coordinate the process.**

Don reported that Green Bellevue has paid for a slot in the Arrows to Aerospace Parade to be held on Saturday, August 21, at 10 am. He encouraged the Tree Board to march with them, displaying our Tree City, USA, banner. It was agreed that this will be done.

Monthly timeline with duties –

Sept. – We will not spray for Ailanthus. Instead, we will be cutting Honeysuckle. We will plant our 10 trees from the State-wide Arboretum grant.

Scott said Extension is hiring. Check the UNL website to fill out an application.

Nancy moved the meeting be adjourned. Scott seconded the motion. It was approved.

Next meeting will be Sept. 14, 2021

Respectfully submitted,  
Deborah L. Woracek, Secretary, Bellevue Tree Board

Tentative Agenda for September 14, 2021

Attendance

Volunteer Hours

Approve Minutes of August 10,2021 meeting

Park Report – Jim

Old Business

Washington Park carvings

Report on Invasive species

Bellevue 411 – articles

Summary of Oak management Workshop NFS – Deborah & Jo

Winter Projects

Letterhead drawings status

Tree List and Invasives flyers

New Business

Candidates for Board members

Election of Officers

Tree plantings, when and where—Jim/Doug

Tree inventory

New parks

Spraying for Ailanthus & Honeysuckle

Downed trees – harvesting wood trunks

Monthly timeline with duties

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 21, 2021

### MAYOR

CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	11.29
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	52.92
		<u>\$ 64.21</u>

### CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	191.60
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	21.85
MARK D ELBERT	REIMB PER DIEM FOR TRAINING	76.50
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	181.93
		<u>\$ 471.88</u>

### CITY COUNCIL

KATHY WELCH	REFUND APR HEALTH INS PREMIUM	814.39
		<u>\$ 814.39</u>

### LEGAL

BREE ROBBINS	REIMB PER DIEM	124.32
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	22.22
ERICKSON & SEDERSTROM, PC	PROF SERV-MAIN ST PROPERTIES	13,517.20
QUINN'S QUALITY REPORTING, LTD	TRANSCRIPT	218.00
SARPY COUNTY COURT	COURT CLAIMS	68.00
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	90.85
		<u>\$ 14,040.59</u>

### CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	162.86
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	7.53
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/19-2021/09/18	9.04
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	49.92
		<u>\$ 229.35</u>

### CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	143.70
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	11.29
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	99.40
GRETNA GUIDE & NEWS	LEGAL ADS	538.56
MARATHON VENTURES TIF	MARATHON VENTURES TIF 8989	30,074.55
ROYCE CORNHUSKER, LLC	ROYCE #2 TIF 8798 PRINC AND INT	6,428.68
SARPY CO REGISTER OF DEEDS	RECORDING FEES	44.00
		<u>\$ 37,340.18</u>

### FINANCE/RISK MANAGEMENT

BELLEVUE OPTICAL	SAFETY GLASSES-JOHN ZYMOLA	125.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	249.09
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	9.61
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	54.72
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	54.96
		<u>\$ 523.38</u>

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 21, 2021

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### LIBRARY

AMBASSADOR TITLE SERVICES LLC	LIBRARY BUIDING PURCHASE DEPOSIT	10,000.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	30.76
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	191.99
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	37.65
INGRAM LIBRARY SERVICES	BOOKS	2,448.20
JEFF QUINN	READING PROGRAM MAGIC SHOW	250.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	11.37
MIDWEST TAPE	VIDEOS	44.98
NLA/NSLA CONFERENCE	NLA CONFERENCE-9 EMP	833.00
OCLC INC	MONTHLY CATALOGING 2021/09/01-09/30	1,384.67
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/22-2021/08/20	2,323.17
SCOTT WELCH	MONTHLY WEB HOSTING-SEP 2021	125.00
THE SHOPPER, INC	DVD CASES	517.61
VERIZON WIRELESS	MONTHLY SERVICE 2021/07/17-2021/08/16	400.10
		<b>\$ 18,598.50</b>

### ADMINISTRATIVE SERVICES

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	210.76
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	52.61
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INTEGRATED REHAB	PHYSICAL TESTING/DRUG SCREENING	680.00
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	82.26
		<b>\$ 1,055.63</b>

### CODE ENFORCEMENT

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	3.35
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	22.13
MIDLANDS PRINTING	BUSINESS CARD-T WOLD, DAVID	240.68
PAPILLION SANITATION	CODE DUMPSTER - AUG 2021	381.89
ROSE TREE SERVICE	TREE REMOVAL	1,000.00
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	78.06
WATCHGUARD VIDEO	EVIDENCE SOFTWARE & HOSTING, QUICK START INSTALLATION	8,175.00
		<b>\$ 9,901.11</b>

### PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	5.65
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	45.18
HDR ENGINEERING, INC	SO LIFT STATION EVAL 2021/08/01-8/28	937.82
J P COOKE COMPANY	NAME PLATE-D CLARK	24.70
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	318.13
		<b>\$ 1,331.48</b>

### PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING-CYCLE 9	9,721.90
A-RELIEF SERVICES	PORTABLE RESTROOMS	825.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	30.76
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	33.88
CROW LAWN CARE LLC	CODE ENFORCEMENT MOWING/CLEANUP	13,400.00

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 21, 2021

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### PARKS (cont'd)

DAY ELECTRIC SERVICE, INC	WATER FOUNTAIN, TROUBLESHOOT SPRINKLER-AHP	7,655.00
GRAINGER	GLOVES & SAFETY GLASSES	318.47
MENARDS	EXTERIOR PAINT	167.38
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/13-2021/08/09	155.81
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/22-2021/08/20	5,548.33
PRECISE MRM LLC	POOLED DATA PLAN	200.00
READY MIXED CONCRETE COMPANY	CONCRETE	739.68
SITEONE LANDSCAPE SUPPLY	POST EMERGENT HERBICIDE, INSECTICIDE, TANK CLEANER	7,611.17
THIELE GEOTECH	MATERIAL TESTING-KEYSTONE	441.00
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	143.68
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	WEED PREVENTER	19.99
		<hr/>
		\$ 47,025.47

### RECREATION

ANITRA CAMPOS	REFUND SOCCER FEES	70.00
AQUA-CHEM	LOUNGE CHAIRS FOR CITY POOLS	4,900.00
B&D DIAMOND PRO	SUN VALLEY INFIELD DRESSING	4,920.00
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	47.56
CREATIVE SITES, LLC	LITTER RECEPTACLES	2,828.00
MIDWEST STORAGE SOLUTIONS	OFFICE CHAIRS	900.00
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	65.03
WESTLAKE ACE HARDWARE	BOWSAW, GLOVES	46.57
		<hr/>
		\$ 13,777.16

### BUILDING MAINTENANCE

APOLLO HEATING & A/C	AC MAINTENANCE	468.09
BIG RED LOCKSMITHS	DUPLICATE KEYS-SR CTR	10.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	440.68
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	3.76
IDEAL PURE WATER COMPANY	BOTTLED WATER	35.00
J & J SMALL ENGINE SERVICE	TRIMMER	176.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	108.39
JOHNSTONE SUPPLY	THERMOSTAT	29.56
KB BUILDING SERVICES	JANITORIAL SERVICES-SEPT 2021	10,918.50
MARKING REFRIGERATION, INC	REPAIR ICE MAKER	169.50
MENARDS	GFI COVER, FIRST AID KIT, BATTERIES, SOCKETS, HOSES, POTTING MIX	251.19
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/08/05-2021/09/03	42.00
MIZENER PAINTING LLC	PAINTING DIST 2 FIRE EXTERIOR	8,475.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/21-2021/08/19	2,319.24
OVERHEAD DOOR COMPANY	LUBE, HINGE, ROLLER, HINGES	131.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	320.35
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	26.01
VOSS LIGHTING	JANITORIAL SUPPLIES	154.92
WESTLAKE ACE HARDWARE	HEX KEY BALLDRIVER, PICKUP TOOL, TRIMMER LINE, STUMP KILLER, PLUNGER	124.02
		<hr/>
		\$ 24,203.71

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 21, 2021

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### CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	30.76
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	3.76
J & J SMALL ENGINE SERVICE	SPEED FEED HEAD	174.95
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/22-2021/08/20	115.73
PULVERENTE MONUMENT COMPANY	MAUS DOORS, MEMORIAL BRICKS	190.00
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	49.92
		<hr/>
		\$ 565.12

### STREETS

ASP ENTERPRISES, INC	EROSION BLANKETS, STAPLES	890.00
AVERY RENTS	PROPANE	31.69
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	64.02
BRYAN CHERRY	REIMB CLASS A CDL ENDORSEMENT	18.50
BUCKLEY CONSTRUCTION	FLATTOP MANHOLE LIDS, GRATE CURB INLETS	13,350.00
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	33.88
LARRY MASON	REIMB CDL CLASS A	59.50
MARTIN ASPHALT	BULK OIL	432.90
MENARDS	LUMBER, WOOD LATH, TAPE	195.38
METRO LANDSCAPE MATERIALS AND RECYCLING	GRIND BRUSH AND TREES-OLD CEDAR RD	61,000.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/09/02	11.68
MURPHY TRACTOR	JOHN DEER 624P WHEEL LOADER WITH TRADE IN FOR 2004 CAT	210,854.00
MURPHY TRACTOR	JOHN DEERE 310SL BACKHOE LOADER WITH TRADE FOR 2008 JD310SL	88,135.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/29-2021/08/30	71,505.56
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/22-2021/08/20	15,394.11
OMNI	ASPHALT	1,110.00
PRECISE MRM LLC	POOLED DATA PLAN	1,104.00
READY MIXED CONCRETE COMPANY	CONCRETE	25,405.06
TAPCO	HYDRAULIC POST PULLER	1,365.00
THIELE GEOTECH	MATERIAL TESTING-PAVEMENT	1,051.50
TRAVELERS	AUTO LIABILITY CLAIMS	36.70
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	245.65
UTILITY EQUIPMENT COMPANY	SEWER PIPE, END SECTION	6,526.46
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 498,834.01

### FLEET MAINTENANCE

911 CUSTOM, LLC	PRISONER TRANSPORT SYSTEM	4,496.40
A + UNITED RADIATOR REPAIR	CLEAN & REPAIR AIR COOLER	325.00
AA WHEEL & TRUCK SUPPLY, INC	WELD ON GRAB HOOK	19.16
ALLIED OIL & SUPPLY COMPANY	BULK OIL	1,126.28
AUTO VALUE PARTS - SOUTH OMAHA	WEATHERSTRIP & GASKET, SAFETY SWITCH, VALVES	87.53
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	1,235.11
BAUER BUILT	WHEEL, TIRES, RECAPS	8,848.21
BAXTER CHRYSLER DODGE JEEP	RADIATOR HOSE, PAN, GASKETS	168.18

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 21, 2021

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### FLEET MAINTENANCE (cont'd)

BAXTER FORD	CORE/ACCUMULATOR, SEALS, RINGS, FILTERS, PLUGS, TUBES	669.44
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	38.24
BOBCAT OF OMAHA	WIPER SADDLES, COOLING TANK, RECEIVER DRIER, THERMOSTAT	1,944.83
BUMPER & AUTO OF OMAHA	HEADLIGHTS	524.00
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	26.35
CORNHUSKER INTERNATIONAL TRUCKS	O-RING SEAL, PAN GASKET	117.06
DIESEL SPECIALITIES OF OMAHA	VALVE COVER GASKET, REMAN INJECTOR	252.77
EQUIPMENT TECHNOLOGY, LLC	HYD FILTLERS FOR STOCK	166.69
FACTORY MOTOR PARTS CO	RESISTOR ASY	19.03
FARM PLAN	SHAFT, BRAKE PAD, BEARINGS, SPRING LOCK	281.50
GALVIN GLASS	INSTALL GLASS FOR BOBCAT	100.00
GRAINGER	DIE PENETRANT KIT	232.41
HEMPEL SHEET METAL WORKS, INC	ALUMINUM FOR ENG31	164.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	200.50
INTERSTATE BATTERIES	BATTERIES FOR VEHICLES	956.88
J & J SMALL ENGINE SERVICE	TUBE, NOTCHED BLADE	268.55
JIM HAWK TRUCK TRAILERS	PARTS	321.37
LOGAN CONTRACTORS SUPPLY	IGNITION COIL, CAD CELL DETECTOR, NOZZLE	247.55
MACQUEEN EMERGENCY GROUP	LOCKING HANDLE	368.61
MACQUEEN EQUIPMENT, LLC	CAP, TIRE PRESSUE	65.29
MATHESON TRI-GAS INC	WELDING SUPPLIES	136.98
MENARDS	CAULK, BATTERIES, SILICONE, U-BOLTS, PUSH PLATES	152.87
MIDLANDS AUTO REPAIR	ALIGNMENT	70.00
NAPA AUTO PARTS	PARTS, FILTERS, GLOVES, ACCUMULATOR, RADIATOR, FUSE HOLDER, WIRE, TREADLE PUMP, LOCK RETAINER	1,570.81
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, EYELETS, PINS, CLAMPS, TIE STRAPS, SOCKETS, CONNECTORS	1,360.88
NORTH CENTRAL AMBULANCE	DOOR HANDLES FOR MED15, REAR COMPRESSOR, DOOR BRACKETS	2,162.33
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/22-2021/08/20	1,240.50
O'REILLY AUTOMOTIVE PARTS	ACC ASSEMBLY, SEALED BEAMS	42.95
POWERPLAN	SEALS, GASKETS, EXHAUST, PEDAL, BLOWER MOTOR	3,903.75
ROGER'S TOWING	TOW FOR HS1	240.00
SCHAEFFER MANUFACTURING CO	SPRAY DEGREASER	253.34
SERVICE EXPRESS CO	VA GAUGE	80.84
STATE STEEL	STAINLESS ANGLE, MATERIAL FOR ST299	402.89
SUSPENSION SHOP	SPRINGS, BOLTS, BUSHINGS	1,598.24
TRUCK CENTER COMPANIES	JUMP PACK	595.00
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	71.98
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	87.40
WESTLAKE ACE HARDWARE	FASTENERS	60.13
		<b>\$ 37,301.83</b>

### SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING 2021/08/01-08/15	332.31
		<b>\$ 332.31</b>

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 21, 2021

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### PLANNING

BELLEVUE LEADER	RENEW SUBSCRIPTION THRU 9/1/2022	78.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	5.08
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	11.29
DELL MARKETING L.P.	MONITOR	236.29
J P COOKE COMPANY	NAME PLATE FOR PC DAVE COMPTON	24.70
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	262.75
		<hr/>
		\$ 618.11

### PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	6.78
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	18.82
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	307.06
		<hr/>
		\$ 332.66

### POLICE

AUTO BODY AUTHORITY	REPAIR BODY DAMAGE, TOW CHARGES	1,291.00
BENEFIT PLANS	POLICE PENSION PLAN-SEP 2021-MD, JG, MG	8,817.56
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	120.31
CANTEEN	COFFEE FILTER PACKS	109.00
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	322.60
CITY OF LAVISTA	LAW MANUALS, DRIVERS LICENSE GUIDES	702.35
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT PSYCH EVAL	385.00
DAVID CHIZEK	REIMB PER DIEM FOR TRAINING	179.59
DON'S PIONEER UNIFORMS	UNIFORM-JOHNSON E	84.99
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGES	12.14
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICES	350.00
GALL'S, LLC	UNIFORM ITEMS	1,097.70
GRAPHIC DESIGNS INTERNATIONAL, LLC	INSTALL GRAPHICS	430.64
INFOSAFE SHREDDING	SHREDDING SERVICE	120.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	83.13
JOE MILOS	REIMB PER DIEM FOR TRAINING	577.99
KIESLER POLICE SUPPLY & AMMO	PEPPERBALL PROJECTILES	875.00
KUSTOM SIGNALS	BATTERIES FOR PRO LASER	266.00
LEFTA	ANNUAL IT SUPPORT 2021/10/1-2022/09/30	3,168.00
LP POLICE	LOCATE POLICE PLAN-AUG 2021	129.95
MARCUS LARR	REIMB PER DIEM FOR TRAINING	76.50
MIDLANDS PRINTING	FLYERS FOR MUD BILL FOR POLICE SURVEY	633.64
MOTOROLA SOLUTIONS, INC	RADIOS FOR PD, DESKTOP CHARGER	22,868.50
MPH INDUSTRIES INC	REPLACE 18 RADAR UNITS	30,600.00
MSAB INCORPORATED	XRY LOGICAL & PHYSICAL LICENSE RENEWAL THRU 2022/09/30	3,395.00
NORTH AMERICAN RESCUE	MINI-FIRST AID KITS	3,301.20
SETCOM CORP	HELMET KIT, WIRELESS MICS	2,445.17
STANARD & ASSOCIATES, INC	ENTRY-LEVEL OFFICER SELECTION TEST FORMS, GUIDES	523.00
STRYKER SALES CORPORATION	SERVICE PLAN AGREEMENT THRU 2021-12-31	2,970.00
TACTICAL MEDICAL SOLUTIONS, INC	MEDICAL KITS	981.12
THE DEHNER CO	PATROL BOOTS	2,544.00

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 21, 2021

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### POLICE (cont'd)

U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	3,666.41
WATCHGUARD VIDEO	MICROPHONE BATTERIES	65.00
WESTLAKE ACE HARDWARE	ADHESIVE, PRIMER	35.57
ZACH STALDER	REIMB PER DIEM FOR TRAINING	280.50
		<hr/>
		\$ 93,508.56

### FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	141.06
BARBARA METZ	REFUND RESCUE FEE	75.86
BIG BLUE BOXES	STORAGE CONTAINER FOR TRAINING SITE	5,090.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/07/30-2021/08/31	113.14
BODY BASICS FITNESS EQUIPMENT	FITNESS EQUIPMENT REPAIR	907.18
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	11,457.46
CAPE TRUCK ACCESSORIES	TRUCK VAULTS	5,060.00
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	95.95
DANKO EMERGENCY EQUIPMENT	JAWS OF LIFE, BATTLE FOGGER, GATE VALVE	27,773.63
DXP ENTERPRISES, INC	GAS METER EQUIPMENT	2,588.15
ED M FELD EQUIPMENT CO	RESCUE AIRBAGS, FLOWMETER, PRESSURE GAUGE	13,568.00
ELVAN MATHIA	REFUND RESCUE FEE	100.00
GREAT PLAINS UNIFORMS	UNIFORMS	4,256.79
INSTAZORB INTERNATIONAL, INC	ABSORBENT	1,175.00
INTERSTATE POWER SYSTEMS, INC	YEARLY GENERATOR MAINT-PORTABLE 5	3,936.88
JEFF ROBISON	REIMB PARKING FOR PARAMEDIC TRAINING	130.00
LANDFALL NAVIGATION	ICE RESCUE SUITS	3,005.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	299.35
MATHESON TRI-GAS INC	METHANE	36.44
MENARDS	OSB SHEETS, BLEACH SPRAYER, BROOM	1,055.30
MITCHELL BRITTAIN	REIMB PARKING FOR PARAMEDIC TRAINING	90.00
MITZI ST PIERRE	REFUND RESCUE FEE	87.85
MONAGHAN CORPORATION	EXTRACTOR SOAP FOR WASHERS	1,969.40
NEOTERIC INC	HOVERCRAFT PARTS	2,950.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/22-2021/08/20	7,519.47
SANDRY FIRE SUPPLY, LLC	BATTERY POWERED FANS & SAW ACCESSORIES, LETTERING FOR GEAR, BUNKER GEAR, HOODS, HELMETS	48,857.00
SECURITY EQUIPMENT	ALARM MONITORING AGREEMENT-2021/09/01-2022/08/31	8,346.24
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	(1,005.16)
TRAVELERS	AUTO LIABILITY CLAIMS	1,167.52
U.S. CELLULAR	MONTHLY SERVICE 2021/08/09-2021/09/08	1,315.12
UNDERWRITERS LABORATORIES	GROUND, LADDER & PUMP TESTING	11,572.00
ZOLL DATA SYSTEMS INC	QTRLY RMS & FRMS MAINTENANCE 2021/09/15-2021/12/14	2,522.25
		<hr/>
		\$ 166,256.88

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE 2021/07/20-2021/08/19	687.01
CROP RISK SERVICES-MPCI PREMIUMS	CROP INSURANCE PREMIUM	2,459.00
NE-DEPARTMENT OF REVENUE	SALES TAX-AUG 2021	811.22
		<hr/>
		\$ 3,957.23

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 21, 2021

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### INFORMATION TECHNOLOGY

U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	40.29
CORE TECHNOLOGIES, INC	NEW PHONE SYSTEM-PROGRESS BILLING	17,939.00
DELL MARKETING L.P.	20 OPTIPLEX COMPUTERS	38,376.20
MOTOROLA SOLUTIONS, INC	MOBILE RADIO, BATTERIES, EARPIECES	4,190.89
ONE CALL CONCEPTS	LOCATES FOR IT	7.30
PCS MOBILE	GETAC COMPUTERS FOR IT	5,643.40
SHI INTERNATIONAL CORP	SAN WARRANTY FOR IT	3,744.74
SHI INTERNATIONAL CORP	OFFICE 365 FOR COMPUTERS	17,895.00
TJ CABLE	LOCATES FOR IT	100.00
		<u>\$ 87,936.82</u>

### WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	66.04
CENTURY LINK	MONTHLY SERVICE 2021/08/22-2021/09/21	544.43
CITY OF OMAHA	SEWER FEES-JUNE 2021	517,689.28
GRAINGER	WHEEL KIT, UTILITY PUMP, GLOVES	6,570.06
HANEY SHOE STORE	SAFETY BOOTS-D ENGLISH	121.99
HDR ENGINEERING, INC	BELLEVUE SO LIFT STATION-AUG 2021	5,741.36
MENARDS	MEETING SUPPLIES, SOFTSOAP, WATER, GLOVES, ANGLE IRON	222.14
NAPA AUTO PARTS	OIL DRY	76.65
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/22-2021/08/20	4,211.33
READY MIXED CONCRETE COMPANY	CONCRETE	1,497.62
RJN GROUP INC	WHITTED CREEK BASIN THRU 2021/08/20	2,832.50
U.S. CELLULAR	MONTHLY SERVICE 2021/08/04-2021/09/03	459.09
UPS STORE	SHIP PART BACK TO ELLIOTT EQUIP	301.00
		<u>\$ 540,333.49</u>

### COMMUNITY BETERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/21-2021/08/20	100.35
		<u>\$ 100.35</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT-AUG 2021	3,746.25
MARATHON EQUITY, LLC	ELECTRICAL WORK-909 FT CROOK RD	21,275.00
		<u>\$ 25,021.25</u>

### FEDERAL FORFEITURES

LENS EQUIPMENT	GPS TRACKER AND DATA SERVICE	1,523.00
		<u>\$ 1,523.00</u>

### G.O. BONDS

UMB BANK - TRUST OPERATIONS	HWY ALLOC BONDS 2021 UMB FEES	300.00
		<u>\$ 300.00</u>

**TOTAL CLAIMS FOR SEPTEMBER 21, 2021** \$ 1,626,298.66

**TOTAL PAYROLL FOR SEPTEMBER 3, 2021** \$ 1,110,365.99



## City of Bellevue

Office of the City Administrator

### TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

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

Name: Chris and Marny Stricklin (David Levy, Baird Holm LLP)

Address: 1113 Camp Gifford Road, Bellevue, Nebraska 68005

Telephone number: 402-250-0253

Email address: mjstricklin@cox.net

Date of Request: September 10, 2021

Description of Requested Topic: (Please be as specific as possible)

Improper replacement / repair of culvert in City right-of-way.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a.  
9/21/2021

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>	

SUBJECT:

Application for new Manager for Bosselman's Pump & Pantry LLC dba " Pump & Pantry 50, Bellevue.

SYNOPSIS/BACKGROUND:

Bosselman's Pump & Pantry LLC dba " Pump & Pantry 50" would like recommendation to approve Kinsey A. Bosselman as a new Manager for the store at 3605 Summit Plaza Dr., Bellevue. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text" value="NO"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Recommend approval of application for Kinsey A. Bosselman as the new Manager for Bosselman's Pump & Pantry LLC dba "Pump & Pantry 50" at 3605 Summit Plaza Dr., Bellevue.

ATTACHMENTS:

- |   |   |                         |
|---|---|-------------------------|
| 1. <input type="text" value="Application"/> | 2. <input type="text" value="Police Report"/> | 3. <input type="text"/> |
| 4. <input type="text"/>                     | 5. <input type="text"/>                       | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

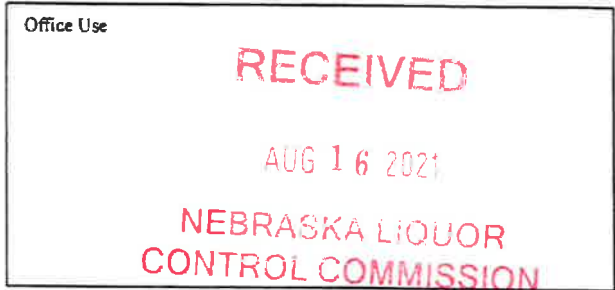
FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Robbins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: Bosselman Pump & Pantry Inc.

**Premise information**

Liquor License Number: 104077 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Pump & Pantry 50

Premise Street Address: 3605 Summit Plaza Dr.

City: Bellevue County: 59 Sarpy Zip Code: 681231

Premise Phone Number: (402) 292-2999

Premise Email address: Kinsey.bosselman@bosselman.com

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

*Kinsey Bosselman, President*

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)



2100009016

0006  
0400  
0019

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED**

**MANAGER MUST:**

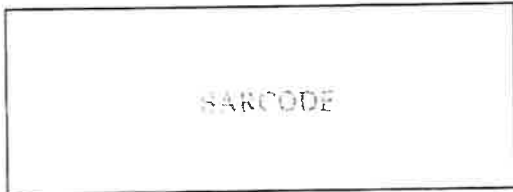
- ✓  Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓  Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- ✓  Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- ✓  Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application
- ✗  Spouse who **will not** participate in the business, spouse must:
  - Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
  - Need not answer question #1 of the application
- ✗  Spouse who **will** participate in the business, the spouse must:
  - Sign the application
  - Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
  - Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
  - Be a registered voter in the state of Nebraska, include a copy of voter card with application
  - Spousal Affidavit of Non Participation Insert **not** required

✓ *John A. ... Exp 7/12/23*

*U.S.*

*NA*

*219*



**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: Bosselman First Name: Kinsey MI: A  
 Home Address: 2529 W. Anna Street  
 City: Grand Island County: Hall Zip Code: 68803  
 Home Phone Number: 308-380-6984  
 Driver's License Number & State: [REDACTED]  
 Social Security Number: [REDACTED]  
 Date Of Birth: [REDACTED] Place Of Birth: Grand Island, NE  
 Email address: kinsey.bosselman@bosselman.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)  
 YES  NO

Spouse's information  
 Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Driver's License Number & State: \_\_\_\_\_  
 Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Grand Island, NE	2017	2021			
Lincoln, NE	2013	2017			
Grand Island, NE	1994	2013			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2017	2021	Bosselman Administrative Services	Randy Eard	308-218-2399
2014	2017	Barry's Bar & Grill	Kevin Duffy	202-256-6681

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Kinsey Ann Bosselman	07/30/2011	Grand Island, NE	Warning, traffic violation	
Kinsey Ann Bosselman	07/09/2012	Grand Island, NE	Warning, traffic violation	
Kinsey Ann Bosselman	07/15/2014	Merrick County, NE	Citation, speeding ticket	

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

YES       NO

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

---

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

YES       NO

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Kinsey Ann Bosselman	07-02-2020	State Alcohol, RB-0129062
Kinsey Ann Bosselman	07-14-2021	City Alcohol, LNK-0140423

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Kinsey Bosselman / <sup>manager</sup> in training	7/1/2020	Pump & Pantry #52, 3210 Old Potash Hwy, Grand Island, NE, 68803
Kinsey Bosselman / <sup>shift</sup> manager	6/1/2014	Barry's Bar & Grill, 235 N. 9th St., Lincoln, NE, 68508

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

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

King Ann Bossel  
Signature of Manager Applicant

\_\_\_\_\_  
Signature of Spouse

ACKNOWLEDGEMENT

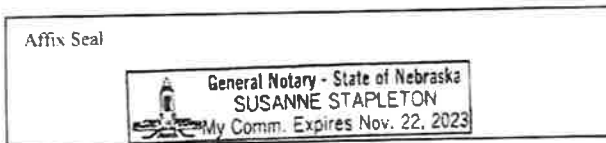
State of Nebraska  
County of Hall

The foregoing instrument was acknowledged before me this

August 12, 2021  
date

by Kinsley Bosselman  
NAME OF PERSON BEING ACKNOWLEDGED

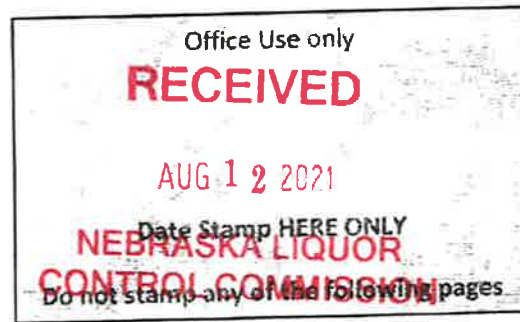
Susanne Stapleton  
Notary Public signature



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

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

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

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

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

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Bosselman Pump & Pantry Inc;

Name of Person Being Fingerprinted: Kinsey Ann Bosselman

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 7/22/2021

Location where fingerprints were taken: Grand Island: Troop C Headquarters

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

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

Kinsey Bosselman

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR CORPORATE MANAGER ONLY**

Notice is hereby given that Bosselman's Pump & Pantry Inc. dba "Pump & Pantry 50" has filed an application for Change in Corporate Manager at 3605 Summit Plaza Dr., Bellevue, Nebraska for Kinsey A. Bosselman.

A hearing on the application will be held at the City Council meeting on September 21, 2021, at 6:00 p.m., at the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe  
City Clerk



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
9/21/2021

COUNCIL MEETING DATE: 08/17/2021		SUBMITTED BY: City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>	

**SUBJECT:**

Amending Section 12-57 through 12-85 of the Bellevue Municipal Code pertaining to fireworks by amending 12-61 and 12-62, deleting 12-63, and adding new section on Special Fireworks Display Application.

**SYNOPSIS/BACKGROUND:**

Follow up after previous update to Fireworks Ordinance pertaining to structures, screening and adding section on Special Fireworks Applications, and corrections throughout the ordinance. A red-lined version is attached showing the changes.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Approve Ordinance No. 4050 amending Section 12-57 through 12-85 of the Bellevue Municipal Code pertaining to fireworks.

**ATTACHMENTS:**

- |                             |                         |                         |
|-----------------------------|-------------------------|-------------------------|
| 1. Red-lined Copy Ord. 4050 | 2. Ord. 4050 Clean copy | 3. <input type="text"/> |
| 4. <input type="text"/>     | 5. <input type="text"/> | 6. <input type="text"/> |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*[Handwritten signatures in blue ink over lines]*

## ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 12-57 THROUGH 12-85, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO FIREWORKS, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Sections 12-57 through 12-85 of the Bellevue Municipal Code are hereby amended to read as follows:

### § 12-57 DEFINITIONS.

(A) For the purposes of this article, the words CONSUMER FIREWORKS shall mean only sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet-type color aerial shells without explosive charge for the purpose of making noise, lady fingers, not to exceed seven eighths (7/8) of an inch in length or one-eighth (1/8) inch in diameter, total pyrotechnic composition not to exceed one-half (1/2) grain in each weight, color wheels and any other fireworks approved under the provisions of Neb. RS§ 28-1241, ~~(6)(a)~~ as may be amended.

(B) The term FLYING LANTERNS shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. FLYING LANTERNS shall not include hot-air balloons used for transporting persons.

### § 12-58 EXCEPTION.

The provisions of this article shall not apply to the discharge of any fireworks for purposes or under the auspices of any governmental subdivision.

### § 12-59 FIREWORKS RESTRICTED.

No person shall possess, sell, offer for sale, bring into the City or discharge any flying lanterns or pyrotechnics, commonly known as fireworks, other than permissible-consumer fireworks, as defined by Section 12-57 of this Codes. No person shall discharge any flying lanterns or fireworks within an area less than 100 feet from any structure used for the exhibition or sale of fireworks.

### § 12-60 SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS RESTRICTED; DEFINITIONS.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the City as a distributor, jobber or retailer (as such terms are defined by the laws of the State, as amended from time to time) unless licensed by the City for such purposes; provided that such licensee shall at all times comply with sections 12-60 through 12-100 and with any applicable laws, regulations and rules of the State, as amended from time to time.

(B)(1) No fireworks may be sold at retail in this City except, daily, from 8:00 a.m. until 10:00 p.m., June 25 through July 3, and from 8:00 a.m. until 12:00 midnight on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this City other than fireworks. Unless first expressly approved by the City Council, it shall be unlawful to discharge fireworks in this City except between:

- (a) 8:00 a.m. to 10:00 p.m. on any day from June 25 through July 3,
- (b) 8:00 a.m. to 12:00 midnight on July 4, and
- (c) 9:00 p.m. on December 31 to 12:30 a.m. on January 1.

(2) All retail fireworks sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the City of Bellevue and that any debris caused by the discharge

of fireworks in the City must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this City or the State of Nebraska.

(C) No person other than distributors or jobbers or retailers licensed by the City shall store fireworks for retail sale, distribution or delivery in this City. No such storage shall be permitted except between the hours of 8:00 a.m. on June 23 through 12:00 noon on July 7. Such storage shall be allowed only on sites approved for the retail sale of fireworks pursuant to the provisions of section 12-77 in facilities complying with all applicable provisions of law.

(D) Unless the context shall otherwise require, whenever used in sections 12-60 through 12-100, the term:

(1) **COMMUNITY BETTERMENT** shall mean a purpose which generally betters or enhances the community of the City of Bellevue, including:

(a) The acquisition, improvement and maintenance of parks and recreational facilities, public equipment and other items for community use;

(b) The recruitment and attraction of new businesses and jobs to the City of Bellevue;

(c) Athletic programs which serve the city or neighborhoods or other areas of the community;

(d) Scholarships and youth programs; and

(e) Other acquisitions, services or programs which generally benefit the city and its residents.

~~(3)~~(2) **FIREWORKS** shall mean and include only those fireworks that are permitted for sale by a retailer under the laws of the state, as amended from time to time.

~~(4)~~(3) **FLYING LANTERNS** shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons used for transporting persons.

(E) Notwithstanding any other provisions in this section, the possession, use, discharge, retail sale, offer for retail sale, or explosion of flying lanterns in this city is prohibited.

#### § 12-61 LOCATION AND MAKE-UP OF FIREWORKS RETAIL OUTLETS.

(A) No fireworks shall be sold or exhibited except from a sales outlet meeting the requirements of this code. All such sales outlets and all facilities used to store fireworks shall be located and set back at least:

(1) 25 feet from the nearest right-of-way line of any public right-of-way,

(2) 100 feet from any residential structure, and

(3) 50 feet from any other structure.

~~(B) Sale~~All sales outlets ~~may shall~~ consist only of the following types of a temporary building structure; provided, however, no such structure shall be located within 20 feet of any facility used to store fireworks:

~~(1) A temporary structure that either~~(1) A temporary structure that either has a booth or stand that allows patrons to view and purchase fireworks from the outside of such structure ~~or that~~or that allows patrons to enter such structure to view and purchase fireworks; ~~provided, however, no such structure shall enclose floor space exceeding 1,250 square feet nor be located within 20 feet of any facility used to store fireworks.~~

~~(B)~~(2) A temporary structure that consists of an area enclosed by a tent.-

(C) All sales outlets enclosing any area intended to be used by patrons in connection with the sale of fireworks shall have a minimum of three doors for patrons, each at least three feet in width and located as remotely as practical from any other door or entryway. Each door shall be able to be opened in the direction of egress. All sales outlets enclosing any other area to be used by any person other than a patron shall have a minimum of one door at least three feet in width that is able to be opened in the direction of egress.

(D) The floor area enclosed by any sales outlet shall be earthen, steel, asphalt or concrete, in all instances free of any vegetation in excess of three inches in height and all flammable or combustible materials.

## § 12-62 PROXIMITY TO CERTAIN BUSINESSES AND HAZARDS.

(A) No sales outlet and no facility used to store fireworks shall be located within: (i) 100 feet from:

(1) Any facility or structure used for the sale, above ground storage or dispensing of any liquefied petroleum gases or any other combustible fuel, including diesel fuel, gasoline or propane; or

(2) Any container used in connection with any liquefied petroleum gases; provided, further, that no organization holding a retail license for sales of fireworks shall permit any motor vehicle to park within 15 feet of the exterior of any fireworks sales outlet or facility used to store fireworks. Such distance shall be measured from the closest point where such motor vehicle may be situated or any hazard or material may be located or is dispensed, vented, or stored above ground.

(B) No vegetation (in excess of three inches in height), flammable or combustible materials shall be allowed within ten feet from the exterior of any sales outlet or any facility used to store fireworks.

## ~~§ 12-63 SCREENING.~~

~~All windows, entryways and other openings on any sales outlet shall be covered by a screen, with squares or openings in the screen not more than one-quarter inch across; provided a sales outlet that allows for outside sales may have up to one foot of the space immediately above the sales counter area unscreened for the transaction of business. Screens shall be securely fastened to the sales outlet to prevent any gaps between the screen and the sales ou~~

## §12-63 PERMIT FOR SPECIAL FIREWORKS.

No person shall conduct a public exhibition or display of fireworks without first procuring a display permit from the Nebraska State Fire Marshal and the City Clerk. All applicants for a City of Bellevue permit shall make application to the City Clerk and present the City Clerk with a copy of their permit issued by the Nebraska State Fire Marshal. The City Clerk shall present the application for City Council approval and if approved the City Clerk shall issue the permit.

## § 12-64 FIRE EXTINGUISHER.

At least one multipurpose fire extinguisher shall be furnished and maintained with a current annual inspection tag in all areas used for the sale and storage of fireworks. The extinguisher shall have a rating of at least 4-A for Class A fires. Two stored pressure water extinguishers with a capacity of at least 2-1/2 gallons each may be substituted for multipurpose extinguishers. The travel distance to any extinguisher required by this section shall not exceed 25 feet. At least one person shall be present at the sales outlet during all business hours who has been trained, and is able, to operate the fire extinguishing equipment. Such person shall be required to demonstrate such ability whenever requested by the fire department.

## § 12-65 ELECTRICAL SERVICE.

(A) Any electrical service used in any sales outlet shall comply with all provisions of the National Electrical Code, as then currently adopted by the city.

(B) Any extension cord used in, for or to any sales outlet or fireworks storage facility shall be designated as "heavy-duty" and shall have conductors of at least 14AWG and shall be protected from vehicle and pedestrian traffic at all times.

(C) No electrical cord shall be used in, for or to any sales outlet or fireworks storage facility in a manner that would increase the potential for fire or electric shock.

(D) Any portable generator used to supply power to any sales outlet or fireworks storage facility shall be placed at least ten feet from the sales outlet and storage facility.

(E) Generators and/or fuel supplies shall not be stored in any sales outlet or any fireworks storage facility.

## §§ 12-66-12-75 RESERVED.

## § 12-76 LIMITED ISSUANCE OF RETAIL FIREWORKS LICENSES.

The City of Bellevue finds that there has been a proliferation of outlets for the sale of fireworks within the City and that such proliferation has placed an unacceptable burden on the fire marshal, the Bellevue Police Department, and other City departments in regulating the businesses. In addition, an increased use of fireworks within the City limits and surrounding areas has caused additional safety concerns. Therefore, licenses for the retail sale of fireworks may be issued to no more than 25 not-for-profit charitable, community or civic benevolent organizations which operate on a not-for-profit and benevolent basis within the City and meet the criteria set forth in this code.

**§ 12-77 CITY CLERK TO ISSUE RETAIL LICENSES; APPLICATION FOR LICENSE.**

(A) The City Clerk shall issue a single license to permit the sale of fireworks at retail to those duly organized and existing not-for-profit and benevolent organizations or associations meeting the criteria set forth in section 12-77(C) whose application has been approved for such purposes by the City Administrator. No person issued a retailer's license shall be authorized to purchase, sell, store, hold for sale, offer for sale, or accept delivery of any fireworks other than fireworks sold or distributed by a jobber or distributor that has been licensed by the City for such purposes.

(B) No application of any organization shall be approved by the City Administrator and no license to sell fireworks as a retailer shall be issued except to an organization that:

(1) Is a duly organized not-for-profit and benevolent organization or association that has been operating or doing business on a not-for-profit and benevolent basis within the City for at least one year prior to April 1 of the year in which the application required by this section is submitted and has actually conducted or engaged in community betterment activity during such period;

(2) Has been licensed by the State of Nebraska as a retailer; and

(3) Has made application for such license required by section 12-77(E).

(C) Notwithstanding any other provision of this code, no organization shall be eligible to receive a City retailer's license for the license year following any license year during which the organization:

(1) Failed to satisfactorily evidence the payment of all sales taxes applicable to the sales of fireworks by the organization for such license year or otherwise failed to comply with section 12-64, 12-65, 12-85; or

(2) Had a City retailer's license revoked by the City. Thereafter, an organization that was ineligible to receive a City retailer's license by application of section 12-77(C)(1) shall remain ineligible until such organization has paid the applicable sales tax for the deficient license year and has otherwise satisfactorily ~~complied with~~ complied with section 12-64, 12-65, 12-85 for non-compliant license year to the extent possible.

(D) Application for a retailer's license shall be made to the City Clerk between April 1 and April 30 of each year; provided that in the event such date shall fall on a weekend or a day that is a holiday recognized by the City, such application shall be submitted no later than the close of business on the first business day of the City following such date. The City Clerk shall promptly forward each application to the City Administrator. No application shall be accepted unless the full application and supporting documentation is completed and submitted to the City Clerk at the time of submission. Applications shall only be supplemented if allowed by the City Administrator and only for good cause shown. Examples of good cause shall include, but not be limited to, information that is an applicant is waiting on from the State Fire Marshal, bond approval, or other state requirement that may be delayed. The application and any supplemental information shall be maintained in the office of the City Clerk.

(E) Application shall be made on a form provided by the City Clerk for such purposes and shall include the following:

(1) The identity, address and telephone number of a contact person for the organization, together with a copy of the retailer's license issued by the State to the organization.

(2) To the extent that the organization is required by law to register its existence or make some other filing in order to be authorized to lawfully operate or to conduct business in the State of Nebraska and/or the City, a certified copy from such appropriate governmental body or agency showing that at the time of the application the organization is existing, validly organized, in good standing and certified to do business or operate in the State of Nebraska; provided, however, that to the extent the organization is not so required (e.g., lodges, social, civic, fraternal and beneficial entities authorized under Neb. RS § 21-608), the organization shall include such information as may be necessary or appropriate to evidence to the City that it is validly organized, in good standing and able to do business in the City;

(3) Documentation evidencing that the organization is currently operating as a not-for-profit and benevolent organization or association within the City and otherwise meet the eligibility requirements set forth in section 12-77(B8)(1);

(4) A verified statement identifying (by name and state license number) all distributors or jobbers with whom such organization will do business as a retailer during the year of application if the license is issued, with appropriate documentation from the distributor or jobber supporting such statement;

(5) Documentation evidencing the organization's due payment of all sales taxes applicable to the sales of fireworks by the organization in the preceding year;

(6) A verified statement that, as a condition of the license, the organization:

(a) Agrees to purchase fireworks only from those distributors or jobbers that are identified in the statement submitted pursuant to section 12-77(E)(4) to whom a license for such purposes has been issued by the City;

(b) Agrees to comply with and abide by all provisions of this code, including any directive from the City in respect to this code or to the laws, rules or regulations of the State;

(c) Agrees to sell fireworks only from a single sales outlet meeting the requirement of this code at the approved location identified in its application by address or other suitable area description;

(d) Understands that any such license issued to the organization is personal to the organization and the organization agrees that it will not assign or transfer or attempt to assign or transfer the license in any manner; and

(e) Understands and agrees that the City is authorized and entitled, in its discretion, to revoke or suspend the organization's City retail license (and upon demand the organization shall immediately surrender its license to the city and cease selling any fireworks) upon the occurrence of any act, error or omission of the organization (including any of its members, officers, directors or agents) that results in:

1. A violation of any of the agreements or understandings set forth in this subsection 12-77(E)(6);

2. A violation of the laws, rules or regulation of the State pertaining to the sale or storing of fireworks that may, or does, result in the revocation or suspension of its State retailers license; or

3. A violation of sections 12-60 through 12-100 that constitutes an immediate threat, in the opinion of the fire inspector, to public health, safety or welfare;

(8) ~~(7)~~ A verified statement that the organization understands that, in addition to the eligibility criteria otherwise set forth in this code, as a condition of being permitted to apply for a license, the organization shall:

(a) Have made the timely payment of all applicable sales and other taxes resulting from the retail sale of fireworks, including any related reporting obligations, under any similar license issued by the City in the preceding year; and

(b) Have made a timely and true and correct filing of any statement required by section 12-85;

~~(819)~~ Any other information request on such form as may be appropriate in order that the City may ascertain that the organization shall have complied with any applicable provisions of this code;

(F) In any year, if more than 25 duly completed applications from eligible organizations are received by the City Clerk and have been approved by the City Administrator, then the City Clerk shall issue licenses from among such approved organizations as follows:

(1) Those organizations that were issued a similar license by the City in the immediately preceding license year shall be issued a license;

(2) In the event that after expiration of the appeal time as outlined in section (G) below for all organizations whose applications were not approved by the City Administrator (other than by application of section 12-77(B) or 12-77(C)), there are less than 25 organizations that have been issued a license by application of 12-77(F)(1), and there remain organizations whose applications were approved by the City Administrator, the City Clerk shall issue licenses to a number of approved organizations equal to a number that when added to the total of licenses issued for that year pursuant to section 12-77(F)(1) does not exceed 25 provided that the organization who received a license in the preceding year and whose appeal has been successful shall be accorded the same priority as if approved by the City Administrator. The organization to be issued a license pursuant to section 12-77(F)(2) shall be determined by lot in a manner the City Administrator finds to be appropriate.

(G) The City Administrator shall approve or deny all the applications of all organizations by no later than the second Monday in May in the year of the application. Any denial shall be made in writing personally delivered or sent by regular mail addressed to the person designated in the application specifying the reasons for the denial. Any denial may be appealed to the City Council by written notice made to the City Administrator within ten (10) calendar days of the date of the denial; provided, however, no appeal shall be permitted because denial was the result of the application of sections 12-77(B) or 12-77(C) and no appeal shall be allowed to any organization denied a license by the application of section 12-77(F)(2). The city administrator shall schedule a hearing before the city council at the next available and regularly scheduled city council meeting that is at least five business days after receipt of such notice of appeal.

(H) Whenever an organization has been approved by the City Administrator or by a successful appeal to the City Council, no license shall be issued.

(1) Unless the organization shall first:

(a) Pay the City a license fee in the amount stated in the Master Fee Schedule in cash or by check representing then good funds;

(b) Furnish the bond required by section 12-79;

(c) File a copy of its State retail license with the City Clerk; and

(2) The inspection contemplated by section 12-81 has been successfully completed.

#### **§ 12-78 RESERVED.**

#### **§ 12-79 BOND.**

(A) No license may be issued to an organization for the retail sale of fireworks, unless the organization shall first furnish to the City a cash bond in the amount of \$1,000.00.

(B) Such bond shall be conditioned so that:

(1) The organization shall abide by any laws and regulations pertaining to the sale of fireworks, including all applicable provisions of sections 12-60 through 12-100, and

(2) That the organization shall thoroughly clean the location identified in its application where fireworks are to be stored or sold and remove any outlet, stand, booth or other facility and all debris from such location by 12:00 noon on July 7 of each year, unless July 7th falls on a weekend, then clean-up shall be completed by 12:00 noon on the following Monday.

(C) The bond shall be forfeited to the City in its entirety whenever the license issued to the organization is revoked by the City for any reason contemplated by section 12-77(E)(6) or whenever the organization shall not comply with the condition set forth in section 12-79(B)(2).

#### **§ 12-80 LICENSING OF DISTRIBUTORS AND JOBBERS; FEES AND TAXES; REVOCATION OF LICENSE.**

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the City as a distributor or jobber unless such person is licensed as a distributor or jobber by the State of Nebraska and the City. No person shall be licensed as a distributor or jobber by the City unless such person shall register its State license with the City on a form provided by the City Clerk for such purposes on or before April 1 in the calendar year in which such activity is to be conducted and shall first pay the license fee imposed by section 12-80(D); provided however the registration shall not be permitted to any distributor or jobber (including any affiliate, subsidiary or other organization that is, directly or indirectly, owned, operated or controlled by any such distributor or jobber or by any person or individual owning, operating or controlling such distributor or jobber) if a jobber's or distributor's license previously issued by the City has been revoked.

(B) In the event such date shall fall on a weekend or a day that is a holiday recognized by the City, registration shall be made by no later than the close of business on the first business day of the City following such date.

(C) A City jobber's or distributor's license shall be valid only for the calendar year during which the State license is issued and the registration is made.

~~(D)~~—Registration shall be made on a form provided by the City Clerk for such purposes and shall include:

(D)

(1)      Identification of the license number and the pertinent nature of the license issued by the State, and

(2) All other information requested by the City as may be appropriate in order that the City may ascertain that such distributor or jobber is in compliance with the applicable provisions of this code; provided that such information shall be considered the confidential proprietary information of the organization and of the applicant/distributor/jobber and not subject to disclosure to the extent permitted by law. Such registration shall be accompanied by payment, by certified check, of a license fee in the amount stated in the Master Fee Schedule.

(E) Nothing in this section 12-80 shall be construed to permit any distributor or jobber to engage in the sale of fireworks at retail unless such distributor or jobber has been licensed for such sales in accordance with the provisions of section 12-77.

(F) All information submitted by any distributor or jobber pursuant to this section 12-80 shall be maintained and made available in the City Clerk's office.

(G) Any license issued pursuant to this section 12-80 shall not be construed to allow such distributor or jobber to sell, purchase or distribute any fireworks except to those distributors, jobbers and retailers licensed by the City for such activities.

(H) Each distributor's or jobber's license issued by the City shall be subject to immediate revocation or suspension by the City whenever the distributor or jobber shall sell, purchase or distribute fireworks to or from any retailer, jobber or distributor that is not appropriately licensed by the City at the time of the purchase, sale or distribution.

#### **§ 12-81 INSPECTION REQUIRED; DUTY OF LICENSEE.**

(A) No retail license may be issued to an organization whose application has been approved for the retail sale of fireworks, unless an inspection conducted by the fire inspector and any other appropriate inspector of the City of its sales outlet and storage facilities has determined the organization's conformity to and compliance with the code, including any land use regulations.

(8) The organization shall request the City in writing addressed to the City Clerk no later than 4:00 p.m. on June 23 of the appropriate calendar year to make such inspection. The City shall attempt to conduct such inspection within 24 hours after the request has been made. The inspector(s) shall advise the City Clerk at such time as the inspection has determined that such organization is in compliance with the requirements of the code.

(C) Nothing in this shall preclude the City from subsequently revoking, suspending or demanding the surrender of the organization's retail license.

#### **§ 12-82 DISPLAY OF RETAIL LICENSE.**

Any retail license issued by the City shall be prominently displayed at all times at the sales outlet.

#### **§ 12-83 DURATION.**

Any retail license issued by the City shall be valid only for the calendar year in which issued.

#### **§ 12-84 AGE OF SELLERS AND PURCHASERS.**

(A) Any person actually selling or offering for sale any fireworks in the City shall be at least 14 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks who is not 14 years of age, provided however that someone over the age of 16 shall be present at all times.

(B) No person actually selling or offering for sale any fireworks in the City shall sell or offer to sell fireworks to any person who is under 16 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks to any person who is under 16 years of age.

**§ 12-85 STATEMENT OF PROFITS AND EXPENSES.**

(A) Each organization that has received a retail license pursuant to section 12-77 shall file with the City Clerk on or before September 30, a detailed verified statement providing the following information:

(1) The total dollar amount paid by all patrons for fireworks at the sales outlet during the license period, including, separately stated, the amount of sales tax collected by the organization and to be paid in connection with such sales, including the manner and means of calculating the same; and

(2) Such other information as the City shall consider appropriate.

(B) Such statement shall be filed on a form that the City Clerk has prepared for such purposes.

(C) The form shall be maintained and made available in the office of the City Clerk.

**§ 12-86 VIOLATIONS.**

Any person or any licensee who violates any of the provisions of sections 12-59, 12-60, 12-61, 12-64, 12-82 or 12-84 shall be deemed guilty of a misdemeanor in addition to any fine or penalty for such violation as may otherwise be provided in sections 12-60 through 12-100.

**§§ 12-87-12-100 RESERVED.**

**Section 2.** This Ordinance shall take effect and be in full force on the \_\_\_\_ day of

2021. ~~\_\_\_\_\_ 2021. on the ay of May,~~

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2021. ~~Council thi-  
y of May, 2021.~~

ATTEST:

\_\_\_\_\_  
Mayor, Rusty Hike

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

APPROVED AS TO FORM:

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

First Reading:- 04/06/2021  
Second Reading:- 04/20/2021  
Third Reading:- 05/04/2021

-

**ORDINANCE NO.**

AN ORDINANCE TO AMEND SECTION 12-57 THROUGH 12-85, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO FIREWORKS, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Sections 12-57 through 12-85 of the Bellevue Municipal Code are hereby amended to read as follows:

**§ 12-57 DEFINITIONS.**

(A) For the purposes of this article, the words CONSUMER FIREWORKS shall mean only sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet-type color aerial shells without explosive charge for the purpose of making noise, lady fingers, not to exceed seven eighths (7/8) of an inch in length or one-eighth (1/8) inch in diameter, total pyrotechnic composition not to exceed one-half (1/2) grain in each weight, color wheels and any other fireworks approved under the provisions of Neb. RS§ 28-1241, as may be amended.

(B) The term FLYING LANTERNS shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. FLYING LANTERNS shall not include hot-air balloons used for transporting persons.

**§ 12-58 EXCEPTION.**

The provisions of this article shall not apply to the discharge of any fireworks for purposes or under the auspices of any governmental subdivision.

**§ 12-59 FIREWORKS RESTRICTED.**

No person shall possess, sell, offer for sale, bring into the City or discharge any flying lanterns or pyrotechnics, commonly known as fireworks, other than consumer fireworks, as defined by Section 12-57 of this Code. No person shall discharge any flying lanterns or fireworks within an area less than 100 feet from any structure used for the exhibition or sale of fireworks.

**§ 12-60 SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS RESTRICTED; DEFINITIONS.**

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the City as a distributor, jobber or retailer (as such terms are defined by the laws of the State, as amended from time to time) unless licensed by the City for such purposes; provided that such licensee shall at all times comply with sections 12-60 through 12-100 and with any applicable laws, regulations and rules of the State, as amended from time to time.

(B)(1) No fireworks may be sold at retail in this City except, daily, from 8:00 a.m. until 10:00 p.m., June 25 through July 3, and from 8:00 a.m. until 12:00 midnight on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this City other than fireworks. Unless first expressly approved by the City Council, it shall be unlawful to discharge fireworks in this City except between:

- (a) 8:00 a.m. to 10:00 p.m. on any day from June 25 through July 3,
- (b) 8:00 a.m. to 12:00 midnight on July 4, and
- (c) 9:00 p.m. on December 31 to 12:30 a.m. on January 1.

(2) All retail fireworks sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the City of Bellevue and that any debris caused by the discharge

of fireworks in the City must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this City or the State of Nebraska.

(C) No person other than distributors or jobbers or retailers licensed by the City shall store fireworks for retail sale, distribution or delivery in this City. No such storage shall be permitted except between the hours of 8:00 a.m. on June 23 through 12:00 noon on July 7. Such storage shall be allowed only on sites approved for the retail sale of fireworks pursuant to the provisions of section 12-77 in facilities complying with all applicable provisions of law.

(D) Unless the context shall otherwise require, whenever used in sections 12-60 through 12-100, the term:

(1) **COMMUNITY BETTERMENT** shall mean a purpose which generally betters or enhances the community of the City of Bellevue, including:

(a) The acquisition, improvement and maintenance of parks and recreational facilities, public equipment and other items for community use;

(b) The recruitment and attraction of new businesses and jobs to the City of Bellevue;

(c) Athletic programs which serve the city or neighborhoods or other areas of the community;

(d) Scholarships and youth programs; and

(e) Other acquisitions, services or programs which generally benefit the city and its residents.

(2) **FIREWORKS** shall mean and include only those fireworks that are permitted for sale by a retailer under the laws of the state, as amended from time to time.

(3) **FLYING LANTERNS** shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons used for transporting persons.

(E) Notwithstanding any other provisions in this section, the possession, use, discharge, retail sale, offer for retail sale, or explosion of flying lanterns in this city is prohibited.

#### **§ 12-61 LOCATION AND MAKE-UP OF FIREWORKS RETAIL OUTLETS.**

(A) No fireworks shall be sold or exhibited except from a sales outlet meeting the requirements of this code. All such sales outlets and all facilities used to store fireworks shall be located and set back at least:

(1) 25 feet from the nearest right-of-way line of any public right-of-way,

(2) 100 feet from any residential structure, and

(3) 50 feet from any other structure.

(B) Sale outlets may consist only of the following types of temporary building structure; provided, however, no such structure shall be located within 20 feet of any facility used to store fireworks:

(1) A temporary structure that either has a booth or stand that allows patrons to view and purchase fireworks from the outside of such structure or that allows patrons to enter such structure to view and purchase fireworks;

(2) A temporary structure that consists of an area enclosed by a tent.

(C) All sales outlets enclosing any area intended to be used by patrons in connection with the sale of fireworks shall have a minimum of three doors for patrons, each at least three feet in width and located as remotely as practical from any other door or entryway. Each door shall be able to be opened in the direction of egress. All sales outlets enclosing any other area to be used by any person other than a patron shall have a minimum of one door at least three feet in width that is able to be opened in the direction of egress.

(D) The floor area enclosed by any sales outlet shall be earthen, steel, asphalt or concrete, in all instances free of any vegetation in excess of three inches in height and all flammable or combustible materials.

**§ 12-62 PROXIMITY TO CERTAIN BUSINESSES AND HAZARDS.**

(A) No sales outlet and no facility used to store fireworks shall be located within: (i) 100 feet from:

(1) Any facility or structure used for the sale, above ground storage or dispensing of any liquefied petroleum gases or any other combustible fuel, including diesel fuel, gasoline or propane; or

(2) Any container used in connection with any liquefied petroleum gases; provided, further, that no organization holding a retail license for sales of fireworks shall permit any motor vehicle to park within 15 feet of the exterior of any fireworks sales outlet or facility used to store fireworks. Such distance shall be measured from the closest point where such motor vehicle may be situated or any hazard or material may be located or is dispensed, vented, or stored above ground.

(B) No vegetation (in excess of three inches in height), flammable or combustible materials shall be allowed within ten feet from the exterior of any sales outlet or any facility used to store fireworks.

**§12-63 PERMIT FOR SPECIAL FIREWORKS.**

No person shall conduct a public exhibition or display of fireworks without first procuring a display permit from the Nebraska State Fire Marshal and the City Clerk. All applicants for a City of Bellevue permit shall make application to the City Clerk and present the City Clerk with a copy of their permit issued by the Nebraska State Fire Marshal. The City Clerk shall present the application for City Council approval and if approved the City Clerk shall issue the permit.

**§ 12-64 FIRE EXTINGUISHER.**

At least one multipurpose fire extinguisher shall be furnished and maintained with a current annual inspection tag in all areas used for the sale and storage of fireworks. The extinguisher shall have a rating of at least 4-A for Class A fires. Two stored pressure water extinguishers with a capacity of at least 2-1/2 gallons each may be substituted for multipurpose extinguishers. The travel distance to any extinguisher required by this section shall not exceed 25 feet. At least one person shall be present at the sales outlet during all business hours who has been trained, and is able, to operate the fire extinguishing equipment. Such person shall be required to demonstrate such ability whenever requested by the fire department.

**§ 12-65 ELECTRICAL SERVICE.**

(A) Any electrical service used in any sales outlet shall comply with all provisions of the National Electrical Code, as then currently adopted by the city.

(B) Any extension cord used in, for or to any sales outlet or fireworks storage facility shall be designated as "heavy-duty" and shall have conductors of at least 14AWG and shall be protected from vehicle and pedestrian traffic at all times.

(C) No electrical cord shall be used in, for or to any sales outlet or fireworks storage facility in a manner that would increase the potential for fire or electric shock.

(D) Any portable generator used to supply power to any sales outlet or fireworks storage facility shall be placed at least ten feet from the sales outlet and storage facility.

(E) Generators and/or fuel supplies shall not be stored in any sales outlet or any fireworks storage facility.

**§§ 12-66-12-75 RESERVED.**

**§ 12-76 LIMITED ISSUANCE OF RETAIL FIREWORKS LICENSES.**

The City of Bellevue finds that there has been a proliferation of outlets for the sale of fireworks within the City and that such proliferation has placed an unacceptable burden on the fire marshal, the Bellevue Police Department, and other City departments in regulating the businesses. In addition, an increased use of fireworks within the City limits and surrounding areas has caused additional safety concerns. Therefore, licenses for the retail sale of fireworks may be issued to no more than 25 not-for-profit charitable, community or civic benevolent organizations which operate on a not-for-profit and benevolent basis within the City and meet the criteria set forth in this code.

**§ 12-77 CITY CLERK TO ISSUE RETAIL LICENSES; APPLICATION FOR LICENSE.**

(A) The City Clerk shall issue a single license to permit the sale of fireworks at retail to those duly organized and existing not-for-profit and benevolent organizations or associations meeting the criteria set forth in section 12-77(C) whose application has been approved for such purposes by the City Administrator. No person issued a retailer's license shall be authorized to purchase, sell, store, hold for sale, offer for sale, or accept delivery of any fireworks other than fireworks sold or distributed by a jobber or distributor that has been licensed by the City for such purposes.

(B) No application of any organization shall be approved by the City Administrator and no license to sell fireworks as a retailer shall be issued except to an organization that:

(1) Is a duly organized not-for-profit and benevolent organization or association that has been operating or doing business on a not-for-profit and benevolent basis within the City for at least one year prior to April 1 of the year in which the application required by this section is submitted and has actually conducted or engaged in community betterment activity during such period;

(2) Has been licensed by the State of Nebraska as a retailer; and

(3) Has made application for such license required by section 12-77(E).

(C) Notwithstanding any other provision of this code, no organization shall be eligible to receive a City retailer's license for the license year following any license year during which the organization:

(1) Failed to satisfactorily evidence the payment of all sales taxes applicable to the sales of fireworks by the organization for such license year or otherwise failed to comply with section 12-64, 12-65, 12-85; or

(2) Had a City retailer's license revoked by the City. Thereafter, an organization that was ineligible to receive a City retailer's license by application of section 12-77(C)(1) shall remain ineligible until such organization has paid the applicable sales tax for the deficient license year and has otherwise satisfactorily complied with section 12-64, 12-65, 12-85 for non-compliant license year to the extent possible.

(D) Application for a retailer's license shall be made to the City Clerk between April 1 and April 30 of each year; provided that in the event such date shall fall on a weekend or a day that is a holiday recognized by the City, such application shall be submitted no later than the close of business on the first business day of the City following such date. The City Clerk shall promptly forward each application to the City Administrator. No application shall be accepted unless the full application and supporting documentation is completed and submitted to the City Clerk at the time of submission. Applications shall only be supplemented if allowed by the City Administrator and only for good cause shown. Examples of good cause shall include, but not be limited to, information that is an applicant is waiting on from the State Fire Marshal, bond approval, or other state requirement that may be delayed. The application and any supplemental information shall be maintained in the office of the City Clerk.

(E) Application shall be made on a form provided by the City Clerk for such purposes and shall include the following:

(1) The identity, address and telephone number of a contact person for the organization, together with a copy of the retailer's license issued by the State to the organization.

(2) To the extent that the organization is required by law to register its existence or make some other filing in order to be authorized to lawfully operate or to conduct business in the State of Nebraska and/or the City, a certified copy from such appropriate governmental body or agency showing that at the time of the application the organization is existing, validly organized, in good standing and certified to do business or operate in the State of Nebraska; provided, however, that to the extent the organization is not so required (e.g., lodges, social, civic, fraternal and beneficial entities authorized under Neb. RS § 21-608), the organization shall include such information as may be necessary or appropriate to evidence to the City that it is validly organized, in good standing and able to do business in the City;

(3) Documentation evidencing that the organization is currently operating as a not-for-profit and benevolent organization or association within the City and otherwise meet the eligibility requirements set forth in section 12-77(B)(1);

(4) A verified statement identifying (by name and state license number) all distributors or jobbers with whom such organization will do business as a retailer during the year of application if the license is issued, with appropriate documentation from the distributor or jobber supporting such statement;

(5) Documentation evidencing the organization's due payment of all sales taxes applicable to the sales of fireworks by the organization in the preceding year;

(6) A verified statement that, as a condition of the license, the organization:

(a) Agrees to purchase fireworks only from those distributors or jobbers that are identified in the statement submitted pursuant to section 12-77(E)(4) to whom a license for such purposes has been issued by the City;

(b) Agrees to comply with and abide by all provisions of this code, including any directive from the City in respect to this code or to the laws, rules or regulations of the State;

(c) Agrees to sell fireworks only from a single sales outlet meeting the requirement of this code at the approved location identified in its application by address or other suitable area description;

(d) Understands that any such license issued to the organization is personal to the organization and the organization agrees that it will not assign or transfer or attempt to assign or transfer the license in any manner; and

(e) Understands and agrees that the City is authorized and entitled, in its discretion, to revoke or suspend the organization's City retail license (and upon demand the organization shall immediately surrender its license to the city and cease selling any fireworks) upon the occurrence of any act, error or omission of the organization (including any of its members, officers, directors or agents) that results in:

1. A violation of any of the agreements or understandings set forth in this subsection 12-77(E)(6);

2. A violation of the laws, rules or regulation of the State pertaining to the sale or storing of fireworks that may, or does, result in the revocation or suspension of its State retailers license; or

3. A violation of sections 12-60 through 12-100 that constitutes an immediate threat, in the opinion of the fire inspector, to public health, safety or welfare;

(7) A verified statement that the organization understands that, in addition to the eligibility criteria otherwise set forth in this code, as a condition of being permitted to apply for a license, the organization shall:

(a) Have made the timely payment of all applicable sales and other taxes resulting from the retail sale of fireworks, including any related reporting obligations, under any similar license issued by the City in the preceding year; and

(b) Have made a timely and true and correct filing of any statement required by section 12-85;

(8) Any other information request on such form as may be appropriate in order that the City may ascertain that the organization shall have complied with any applicable provisions of this code.

(F) In any year, if more than 25 duly completed applications from eligible organizations are received by the City Clerk and have been approved by the City Administrator, then the City Clerk shall issue licenses from among such approved organizations as follows:

(1) Those organizations that were issued a similar license by the City in the immediately preceding license year shall be issued a license;

(2) In the event that after expiration of the appeal time as outlined in section (G) below for all organizations whose applications were not approved by the City Administrator (other than by application of section 12-77(B) or 12-77(C)), there are less than 25 organizations that have been issued a license by application of 12-77(F)(1), and there remain organizations whose applications were approved by the City Administrator, the City Clerk shall issue licenses to a number of approved organizations equal to a number that when added to the total of licenses issued for that year pursuant to section 12-77(F)(1) does not exceed 25 provided that the organization who received a license in the preceding year and whose appeal has been successful shall be accorded the same priority as if approved by the City Administrator. The organization to be issued a license pursuant to section 12-77(F)(2) shall be determined by lot in a manner the City Administrator finds to be appropriate.

(G) The City Administrator shall approve or deny all the applications of all organizations by no later than the second Monday in May in the year of the application. Any denial shall be made in writing personally delivered or sent by regular mail addressed to the person designated in the application specifying the reasons for the denial. Any denial may be appealed to the City Council by written notice made to the City Administrator within ten (10) calendar days of the date of the denial; provided, however, no appeal shall be permitted because denial was the result of the application of sections 12-77(B) or 12-77(C) and no appeal shall be allowed to any organization denied a license by the application of section 12-77(F)(2). The city administrator shall schedule a hearing before the city council at the next available and regularly scheduled city council meeting that is at least five business days after receipt of such notice of appeal.

(H) Whenever an organization has been approved by the City Administrator or by a successful appeal to the City Council, no license shall be issued.

(1) Unless the organization shall first:

(a) Pay the City a license fee in the amount stated in the Master Fee Schedule in cash or by check representing then good funds;

(b) Furnish the bond required by section 12-79;

(c) File a copy of its State retail license with the City Clerk; and

(2) The inspection contemplated by section 12-81 has been successfully completed.

#### **§ 12-78 RESERVED.**

#### **§ 12-79 BOND.**

(A) No license may be issued to an organization for the retail sale of fireworks, unless the organization shall first furnish to the City a cash bond in the amount of \$1,000.00.

(B) Such bond shall be conditioned so that:

(1) The organization shall abide by any laws and regulations pertaining to the sale of fireworks, including all applicable provisions of sections 12-60 through 12-100, and

(2) That the organization shall thoroughly clean the location identified in its application where fireworks are to be stored or sold and remove any outlet, stand, booth or other facility and all debris from such location by 12:00 noon on July 7 of each year, unless July 7th falls on a weekend, then clean-up shall be completed by 12:00 noon on the following Monday.

(C) The bond shall be forfeited to the City in its entirety whenever the license issued to the organization is revoked by the City for any reason contemplated by section 12-77(E)(6) or whenever the organization shall not comply with the condition set forth in section 12-79(B)(2).

#### **§ 12-80 LICENSING OF DISTRIBUTORS AND JOBBERS; FEES AND TAXES; REVOCATION OF LICENSE.**

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the City as a distributor or jobber unless such person is licensed as a distributor or jobber by the State of Nebraska and the City. No person shall be licensed as a distributor or jobber by the City unless such person shall register its State license with the City on a form provided by the City Clerk for such purposes on or before April 1 in the calendar year in which such activity is to be conducted and shall first pay the license fee imposed by section 12-80(D); provided however the registration shall not be permitted to any distributor or jobber (including any affiliate, subsidiary or other organization that is, directly or indirectly, owned, operated or controlled by any such distributor or jobber or by any person or individual owning, operating or controlling such distributor or jobber) if a jobber's or distributor's license previously issued by the City has been revoked.

(B) In the event such date shall fall on a weekend or a day that is a holiday recognized by the City, registration shall be made by no later than the close of business on the first business day of the City following such date.

(C) A City jobber's or distributor's license shall be valid only for the calendar year during which the State license is issued and the registration is made.

(D) Registration shall be made on a form provided by the City Clerk for such purposes and shall include:

(1) Identification of the license number and the pertinent nature of the license issued by the State, and

(2) All other information requested by the City as may be appropriate in order that the City may ascertain that such distributor or jobber is in compliance with the applicable provisions of this code; provided that such information shall be considered the confidential proprietary information of the organization and of the applicant/distributor/jobber and not subject to disclosure to the extent permitted by law. Such registration shall be accompanied by payment, by certified check, of a license fee in the amount stated in the Master Fee Schedule.

(E) Nothing in this section 12-80 shall be construed to permit any distributor or jobber to engage in the sale of fireworks at retail unless such distributor or jobber has been licensed for such sales in accordance with the provisions of section 12-77.

(F) All information submitted by any distributor or jobber pursuant to this section 12-80 shall be maintained and made available in the City Clerk's office.

(G) Any license issued pursuant to this section 12-80 shall not be construed to allow such distributor or jobber to sell, purchase or distribute any fireworks except to those distributors, jobbers and retailers licensed by the City for such activities.

(H) Each distributor's or jobber's license issued by the City shall be subject to immediate revocation or suspension by the City whenever the distributor or jobber shall sell, purchase or distribute fireworks to or from any retailer, jobber or distributor that is not appropriately licensed by the City at the time of the purchase, sale or distribution.

#### **§ 12-81 INSPECTION REQUIRED; DUTY OF LICENSEE.**

(A) No retail license may be issued to an organization whose application has been approved for the retail sale of fireworks, unless an inspection conducted by the fire inspector and any other appropriate inspector of the City of its sales outlet and storage facilities has determined the organization's conformity to and compliance with the code, including any land use regulations.

(8) The organization shall request the City in writing addressed to the City Clerk no later than 4:00 p.m. on June 23 of the appropriate calendar year to make such inspection. The City shall attempt to conduct such inspection within 24 hours after the request has been made. The inspector(s) shall advise the City Clerk at such time as the inspection has determined that such organization is in compliance with the requirements of the code.

(C) Nothing in this shall preclude the City from subsequently revoking, suspending or demanding the surrender of the organization's retail license.

#### **§ 12-82 DISPLAY OF RETAIL LICENSE.**

Any retail license issued by the City shall be prominently displayed at all times at the sales outlet.

#### **§ 12-83 DURATION.**

Any retail license issued by the City shall be valid only for the calendar year in which issued.

#### **§ 12-84 AGE OF SELLERS AND PURCHASERS.**

(A) Any person actually selling or offering for sale any fireworks in the City shall be at least 14 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks who is not 14 years of age, provided however that someone over the age of 16 shall be present at all times.

(B) No person actually selling or offering for sale any fireworks in the City shall sell or offer to sell fireworks to any person who is under 16 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks to any person who is under 16 years of age.

**§ 12-85 STATEMENT OF PROFITS AND EXPENSES.**

(A) Each organization that has received a retail license pursuant to section 12-77 shall file with the City Clerk on or before September 30, a detailed verified statement providing the following information:

(1) The total dollar amount paid by all patrons for fireworks at the sales outlet during the license period, including, separately stated, the amount of sales tax collected by the organization and to be paid in connection with such sales, including the manner and means of calculating the same; and

(2) Such other information as the City shall consider appropriate.

(B) Such statement shall be filed on a form that the City Clerk has prepared for such purposes.

(C) The form shall be maintained and made available in the office of the City Clerk.

**§ 12-86 VIOLATIONS.**

Any person or any licensee who violates any of the provisions of sections 12-59, 12-60, 12-61, 12-64, 12-82 or 12-84 shall be deemed guilty of a misdemeanor in addition to any fine or penalty for such violation as may otherwise be provided in sections 12-60 through 12-100.

**§§ 12-87-12-100 RESERVED.**

**Section 2.** This Ordinance shall take effect and be in full force on the \_\_\_\_ day of \_\_\_\_\_ 2021.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST:

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

\_\_\_\_\_  
Mayor, Rusty Hike

APPROVED AS TO FORM:

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

First Reading: 08/17/2021

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/21/2021	SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

SUBJECT:

Request to amend Sections 5.27 and 5.28, City of Bellevue Zoning Ordinance, regarding permitted uses in the ML (Light Manufacturing) and MH (Heavy Manufacturing) zoning districts to allow for recycling collection and processing facilities, both public and private, as a permitted use. Applicants: Waste Connections of Nebraska, Inc. and City of Bellevue.

SYNOPSIS/BACKGROUND:

Waste Connections of Nebraska, Inc. is requesting an amendment to Section 5.27 of the Zoning Ordinance to allow for "Recycling collection and processing facilities, both public and private" as a permitted use in the ML (Light Manufacturing) zoning district. During the 2011 Zoning Ordinance update, "recycling collection and processing facilities, both public and private" was added as a conditional use in the FX (Flex Space) zoning district. Staff is recommending adding "Recycling collection and processing facilities, both public and private" as a permitted use in our ML (Light Manufacturing) and MH (Heavy Manufacturing Zoning Districts).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this Zoning Ordinance

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Memo	3. Rezoning Ordinance -4053
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bruce Peterson*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Waste Connections of Nebraska, Inc. and the City of Bellevue

CASE #: 164

CITY COUNCIL HEARING DATE: September 21, 2021

REQUEST: to amend Sections 5.27 ML Light Manufacturing, and 5.28 MH Heavy Manufacturing, City of Bellevue Zoning Ordinance, regarding the addition of recycling collection and processing facilities as a permitted use.

On August 26, 2021, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

**APPROVAL** of the amendment as presented.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Compton						
	Aerni						
	Ritz						
	Ackley						
	Hankins						
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: August 26, 2021



## City of Bellevue

Planning Department

1510 Wall Street • Bellevue, Nebraska 68005  
(402) 293-3026

# MEMORANDUM

TO: City Council Members  
Mayor Rusty Hike  
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: August 30, 2021

RE: Amendment to Sections 5.27 and 5.28 regarding permitted uses

Waste Connections of Nebraska, Inc. is requesting an amendment to Section 5.27 of the Zoning Ordinance to allow for “Recycling collection and processing facilities, both public and private” as a permitted use in the ML (Light Manufacturing) zoning district. During the 2011 Zoning Ordinance update, “recycling collection and processing facilities, both public and private” was added as a conditional use in the FX (Flex Space) zoning district. Staff believes it was an oversight this use was not added to the ML and MH zoning districts as well.

The Planning Department researched and found similar facilities in Omaha, Papillion, and Sarpy County where both city and county ordinances allow collection and processing of recyclables in their Light Industrial and General Manufacturing zones as permitted uses. As a result of this research, staff is recommending adding “Recycling collection and processing facilities, both public and private” as a permitted use in our ML (Light Manufacturing) and MH (Heavy Manufacturing Zoning Districts).

Section 8.07 lists performance standards for flex and industrial uses. The physical appearance section of these regulations states: “All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be displayed or stored in the open if the applicable zoning district permits. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the outdoor storage of vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition. Outdoor storage shall be visually screened from public roadways and residential properties.” This same language is also listed in the Miscellaneous Provisions section of both the ML and MH zoning districts. Based on these regulations, the recycling operations would have to be contained indoors.

As such, staff is recommending the following amendments to Sections 5.27.02 and 5.28.02:

### **Section 5.27 ML Light Manufacturing District**

**5.27.01**            **Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

**5.27.02**            **Permitted Uses:**

1.        Automobile rental store.
2.        Brewery.
3.        Building materials yards with enclosed and screened storage areas.
4.        Call centers.
5.        Car wash.
6.        Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7.        Commercial parking lots.
8.        Dry cleaning, laundry, and dyeing plants.
9.        Feed and seed store.
10.      Garages for the storage of automobiles.
11.      Garden supply including nursery stock.
12.      Gasoline stations.
13.      Governmental services – administrative facilities.
14.      Governmental services – maintenance and service facilities.
15.      Greenhouses, commercial; nursery stock sales yards.
16.      Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17.      Heavy auto repair services.
18.      Highway maintenance yards or buildings.
19.      Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20.      Kennels.
21.      Laboratories.
22.      Light auto repair services.
23.      Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24.      Logistical centers.
25.      Manufacture and assembly of electrical and electronic appliances.
26.      Manufacture of light sheet metal products including heating and ventilation equipment.
27.      Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28.      Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29.      Marine sales and services, but excluding the storage or salvage of boats.
30.      New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles,

- boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
  32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
    - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
    - B. No stacking of containers shall be permitted.
    - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
    - D. Containers may not encroach into a drainageway or required landscaped area.
    - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
    - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
    - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
    - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
    - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
  33. Printing services, when mechanical operation is not visible from a street.
  34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
  35. Radio and television stations, except transmission towers over 35 feet high.
  36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
  37. Recycling collection and processing facilities, both public and private.
  38. Self-service storage facilities, provided they meet the following restrictions:
    - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,

- B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
- C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
- D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
- E. Parking/Loading:  
 Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.  
 Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
- F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
- G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)

- 39. Special and vocational educational and training facilities.
- 40. Stone and monument work.
- 41. Trucking terminals containing 4 or less loading or transfer bays.
- 42. Upholstery shops.
- 43. Veterinary Services.
- 44. Warehouses and storage of non-hazardous goods provided storage is inside building.

**5.27.03 Conditional Uses:**

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
- 4. Indoor recreational facility

**5.27.04 Specifically Excluded Uses:**

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
  - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
  - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an

accessory use for any permitted use occupying more than 20,000 square feet of lot area.

- C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
- D. Motels, hotels, and mobile home parks.
- E. Public, parochial and private schools and colleges, except trade schools.
- F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

**5.27.05 Permitted Accessory Uses:**

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.27.06 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

**5.27.07 Miscellaneous Provisions:**

- 1. Buildings and uses customarily incidental to the permitted uses
- 2. Parking as required by Sections 8.01-8.03.
- 3. Signs as permitted in Article 7.
- 4. Landscaping as required by Article 9.
- 5. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
- 6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
- 8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm

- machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

### **Section 5.28 MH Heavy Manufacturing District**

**5.28.01 Intent.** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries which have not reached a technical stage in processing which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

#### **5.28.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.

25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindered products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.
  - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainageway or required landscaped area.
  - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.

34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Recycling collection and processing facilities, both public and private.
36. Self-service storage facilities, provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:  
 Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.  
 Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
  - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
37. Stone and monument works.
38. Temporary batch plants, not to exceed 24 months of operation.
39. Truck wash.
40. Trucking terminals containing in excess of 4 loading or transfer bays.
41. Veterinary Services, including livestock.
42. Warehouses and storage of non-hazardous goods, provided storage is inside building.
43. Yards for the sale, transfer and temporary holding of livestock. (*Ord. No. 3840, February 8, 2016*)

**5.28.03 Conditional Uses:**

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Meat packing, slaughtering, eviscerating and skinning.
4. Permanent batch plants for concrete, asphalt, or paving material.
5. Poultry killing, plucking and dressing when such operations are of such size as to employ in excess of 3 persons.

6. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with the efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
7. Rendering of by-products of slaughtering and killing of animals or poultry.
8. Special and vocational educational and training facilities.
9. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
10. The bulk storage of flammable or noxious gasses above or below ground.

**5.28.04 Specifically Excluded Uses:**

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
  - A. Any use which cannot meet the performance standards set forth herein.
  - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
  - C. Schools and colleges, except trade schools.
  - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
  - E. Motels, hotels and mobile home parks.
  - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

**5.28.05 Permitted Accessory Uses:**

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.28.06 Space Limits:**

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

**5.28.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

**PLANNING DEPARTMENT RECOMMENDATION:**

APPROVAL of the amendment as presented.

**PLANNING COMMISSION RECOMMENDATION:**

APPROVAL of the amendment as presented.

## ORDINANCE NO. 4053

AN ORDINANCE TO AMEND SECTIONS 5.27 AND 5.28, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO PERMITTED USES IN THE ML (LIGHT MANUFACTURING) AND MH (HEAVY MANUFACTURING) ZONING DISTRICTS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 5.27 of Ordinance No. 3619 is hereby amended to read as follows:

### Section 5.27 ML Light Manufacturing District

**5.27.01 Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

#### 5.27.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services - administrative facilities.
14. Governmental services- maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.

27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services, but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.
  - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
33. Printing services, when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
37. Recycling collection and processing facilities, both public and private.
38. Self-service storage facilities, provided they meet the following restrictions :
  - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.

- D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
  - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
  - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
- 39. Special and vocational educational and training facilities.
  - 40. Stone and monument work.
  - 41. Trucking terminals containing four or less loading or transfer bays.
  - 42. Upholstery shops.
  - 43. Veterinary Services.
  - 44. Warehouses and storage of non-hazardous goods provided storage be inside building.

**5.27.03 Conditional Uses:**

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
- 4. Indoor recreational facility

**5.27.04 Specifically Excluded Uses:**

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
  - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
  - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
  - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
  - D. Motels, hotels, and mobile home parks.
  - E. Public, parochial and private schools and colleges, except trade schools.
  - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

**5.27.05 Permitted Accessory Uses:**

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.27.06 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.

3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

**5.27.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9.
5. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

**S**ection 2. That Section 5.28 of Ordinance No. 3619 is hereby amended to read as follows:

**Section 5.28 MH Heavy Manufacturing District**

**5.28.01 Intent.** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

**5.28.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.

17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.
  - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.

31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.
34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Recycling Collection and processing facilities, both public and private.
36. Self-service storage facilities provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
 

Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.

Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
37. Stone and monument works.
38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
39. Temporary batch plants, not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
40. Truck wash.
41. Trucking terminals containing in excess of four loading or transfer bays.
42. Veterinary Services, including livestock.
43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
44. Yards for the sale, transfer and temporary holding of livestock. (*Ord. No. 3840, Feb.8, 2016*)

**5.28.03 Conditional Uses:**

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Meat packing, slaughtering, eviscerating and skinning.
4. Permanent batch plants for concrete, asphalt, or paving material.
5. Permanent recycling plant for concrete, asphalt, or paving material. (*Ord. No. 4027, March 2, 2021*)
6. Poultry killing, plucking and dressing when such operations are of such size as to employ in excess of three persons.
7. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with the efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
8. Rendering of by-products of slaughtering and killing of animals or poultry.

9. Special and vocational educational and training facilities.
10. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
11. The bulk storage of flammable or noxious gasses above or below ground.

**5.28.04 Specifically Excluded Uses:**

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
  - A. Any use which cannot meet the performance standards set forth herein.
  - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
  - C. Schools and colleges, except trade schools.
  - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
  - E. Motels, hotels and mobile home parks.
  - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

**5.28.05 Permitted Accessory Uses:**

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.28.06 Space Limits:**

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

**5.28.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

**S**ection 3. That Sections 5.27 and 5.28 of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed.

**S**ection 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 09/07/2021  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b.  
9/21/2021

COUNCIL MEETING DATE: 09/21/2021	SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

**SUBJECT:**

Request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast 1/4 of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East 1/2 of the East 1/2 in the Southeast 1/4 adjacent to Tax Lot 14, all located in the Southeast 1/4 of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest 1/4 of the Southwest 1/4, West of Fort Crook Road South, located in the Southwest 1/4 of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from FX and BNH to ML for the purpose of light industrial development. Applicant: Waste Connections of Nebraska (Stephen D. Mossman). General Location: Fort Crook Road South and Fairview Road.

**SYNOPSIS/BACKGROUND:**

Stephen Mossman, on behalf of Waste Connections of Nebraska, Inc., has submitted a request to rezone a tract of land described as Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast 1/4 of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East 1/2 of the East 1/2 in the Southeast 1/4 adjacent to Tax Lot 14, all located in the Southeast 1/4 of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest 1/4 of the Southwest 1/4, West of Fort Crook Road South, located in the Southwest 1/4 of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE from FX and BNH to ML to facilitate light industrial development. This property lies north of the intersection of Fort Crook Road South and Fairview Road. The property presently has two access points set along Fort Crook Road South. No platting is being requested at this time.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

The Planning Department and Planning Commission have recommended approval of this application.

**ATTACHMENTS:**

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

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: *A. Biggs*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Waste Connections of Nebraska, Inc.

Case #: Z-2107-09

CITY COUNCIL HEARING DATE: September 21, 2021

REQUEST: to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE,

On August 26, 2021, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as lack of perceived negative impact upon the surround area.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Compton						
	Aerni						
	Ritz						
	Ackley						
	Hankins						
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: August 26, 2021

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2107-09

FOR HEARING OF:

REPORT #1: August 26, 2021

REPORT #2: September 21, 2021

### I. GENERAL INFORMATION

#### A. APPLICANT:

Waste Connections of Nebraska, Inc.  
c/o Stephen D Mossman  
134 South 13<sup>th</sup> Street, Suite 1200  
Lincoln, NE 68508

#### B. PROPERTY OWNER:

Peter Ciaccio Living Trust  
c/o Dean Jungers  
101 West Mission Avenue  
Bellevue, NE 68005

#### C. GENERAL LOCATION:

Fort Crook Road South and Fairview Road

#### D. LEGAL DESCRIPTION:

Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast  $\frac{1}{4}$  of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  in the Southeast  $\frac{1}{4}$  adjacent to Tax Lot 14, all located in the Southeast  $\frac{1}{4}$  of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , West of Fort Crook Road South, located in the Southwest  $\frac{1}{4}$  of Section 11, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE

#### E. REQUESTED ACTION:

1. Rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast  $\frac{1}{4}$  of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-

Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE, from FX and BNH to ML.

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

FX and BNH, Vacant/Agricultural

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning to enable light manufacturing development.

**H. SIZE OF SITE:**

The site is approximately 48 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The property is presently vacant and being used agriculturally.

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

1. **North:** Vacant/Agricultural, MH (across Papio Creek)
2. **East:** Vacant/Agricultural, BNH (across Ft Crook Rd S)
3. **South:** Vacant/Agricultural, AG (across Fairview Rd)
4. **West:** Nebraska Department of Roads right-of-way/Highway 75

**C. REVELANT CASE HISTORY:**

1. On October 25, 2012, the Planning Commission recommended approval of a request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska, from AG to FX. The City Council approved the aforementioned request on November 26, 2012.

2. On August 26, 2021, the Planning Commission recommended approval of a request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County,

Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from FX and BNH to ML for the purpose of light industrial development.

**D. APPLICABLE REGULATIONS:**

1. Section 5.27, Zoning Ordinance, regarding ML uses and requirements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

The applicant has submitted a text amendment regarding recycling facilities as a permitted use in the ML zoning district as part of their development request.

**C. TRAFFIC AND ACCESS:**

1. The 2018 MAPA Traffic Flow Map estimates 2,400 vehicles per day along Fort Crook Road South adjacent to this property.
2. This property has access from two points along Fort Crook Road South.

**D. UTILITIES:**

All utilities are available to this location or will be brought in to serve the future development.

**E. ANALYSIS:**

1. Stephen Mossman, on behalf of Waste Connections of Nebraska, Inc., has submitted a request to rezone a tract of land described as Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road

South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from FX to ML.

2. This property is presently zoned FX. The applicant is requesting a zoning change to ML to facilitate light industrial development. No platting is being requested at this time.

3. This property lies north of the intersection of Fort Crook Road South and Fairview Road. The property presently has two access points set along Fort Crook Road South. The Nebraska Department of Transportation (NDOT) controls access in this area. Any change in access for this property will need to be coordinated with NDOT.

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

Krista Hoffart, Offutt AFB Community Planner, stated the site is not located within Offutt's Accident Potential Zones or noise contours. She did request any future industrial development not create and expel smoke that could impair pilot vision or encourage the congregation of birds due to the proximity of location to the Offutt runway and flight tracks.

No other comments were received on this case.

5. The intent of the ML district is to provide for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance.

6. The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

#### **F. TECHNICAL DEFICIENCIES:**

None

#### **IV. DEPARTMENT RECOMMENDATION**

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

V. **PLANNING COMMISSION RECOMMENDATION**

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

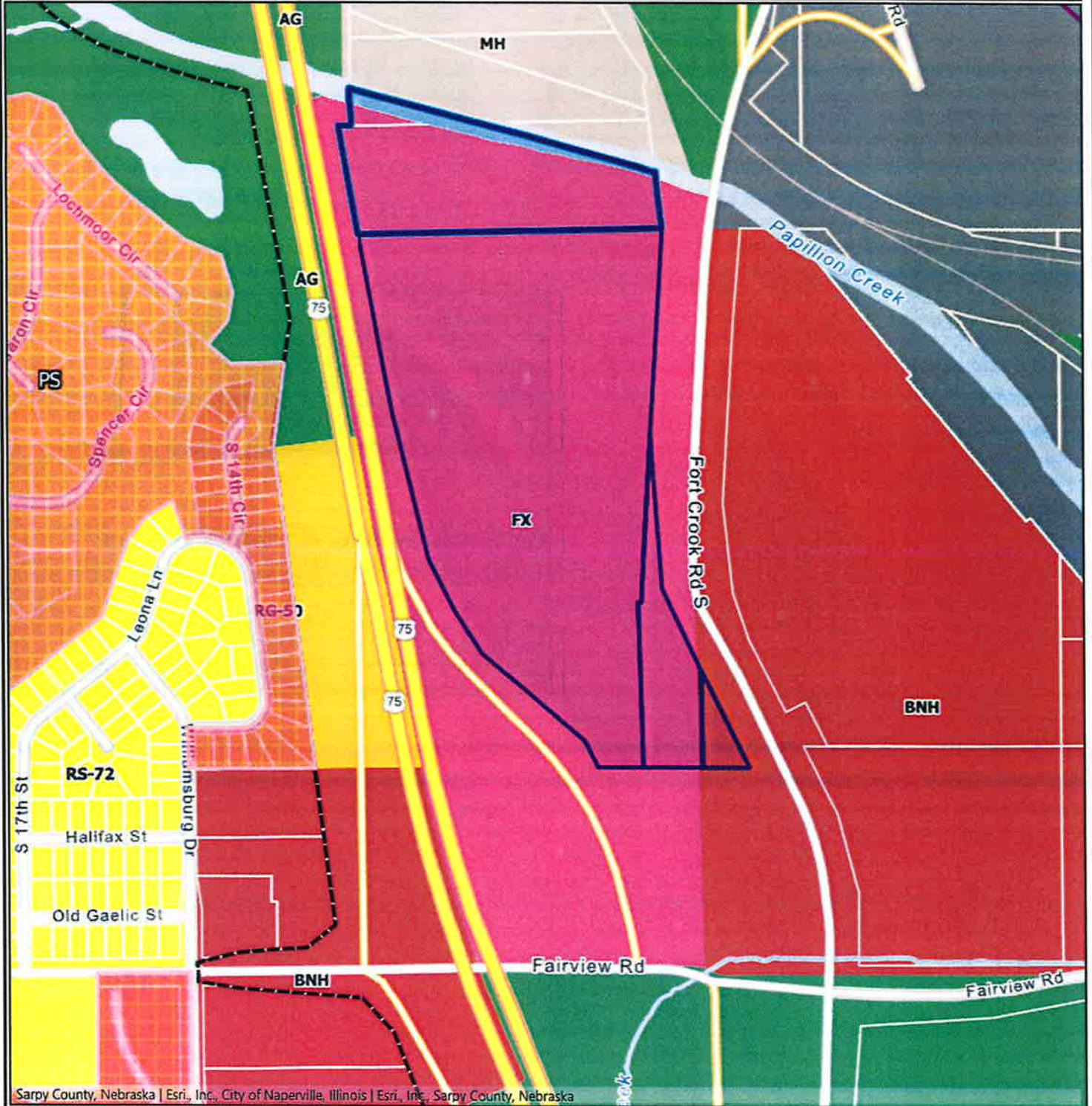
VI. **ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from Stephen Mossman received July 23, 2021

VII. **COPIES OF REPORT TO:**

1. Waste Connections of Nebraska, Inc./Stephen Mossman
2. Peter Ciaccio Living Trust/Dean Jungers
3. Public Upon Request

  
Planning Manager                      Date of Report



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

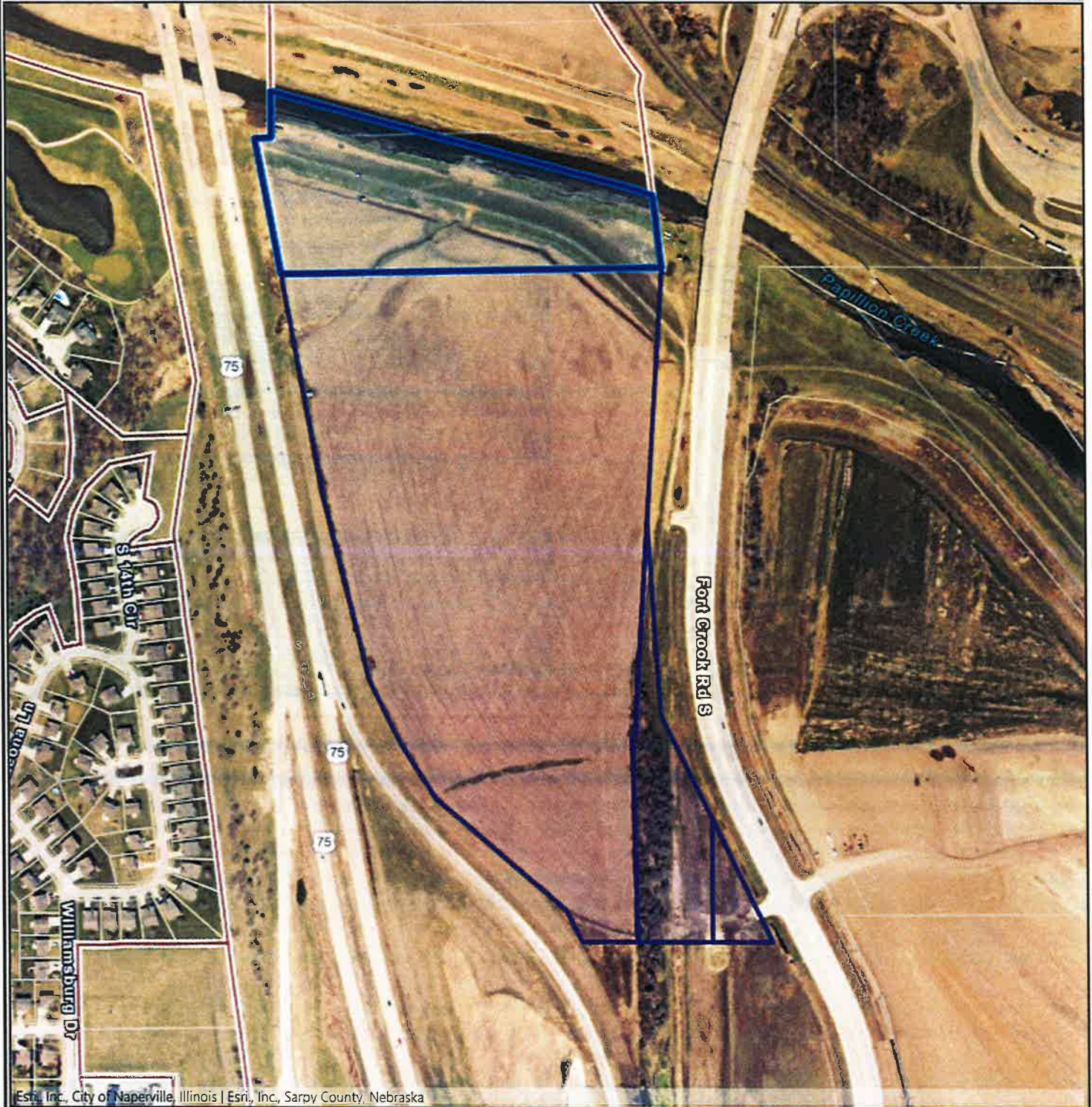
Notes



Map Scale 1: 7962

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Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

Notes



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ft

Map Scale 1: 6370

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RECEIVED  
JUL 23 2021  
PLANNING DEPT.

Jacob C. Carlsson  
Reginald S. Kulin  
Stephen D. Messman  
Jennifer A. Panko-Ralle  
Sally A. Rasmussen  
Andrew R. Spader  
J. L. Spray  
Scott W. Steele  
Christina L. Usher  
Patricia L. Vannoy  
Joseph A. Wilkins  
Hon. Randall I. Rehmeier (Ret.), Of Counsel

July 22, 2021

**VIA OVERNIGHT MAIL and E-MAIL**

Tammi Palm, Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
[Tammi.Palm@bellevue.net](mailto:Tammi.Palm@bellevue.net)

Quality Administration  
City of Bellevue, Nebraska

Offices in Lincoln, Nebraska City and Syracuse  
[www.mattsonricketts.com](http://www.mattsonricketts.com)

RE: Waste Connections of Nebraska, Inc.

Dear Tammi:

As you know, our firm represents Waste Connections of Nebraska, Inc. in conjunction with certain zoning matters with the City of Bellevue. Enclosed with this letter please find a signed Rezoning Application, a signed Text Amendment Application, and supporting documentation. A \$775 check made payable to the City of Bellevue is also enclosed to cover the application fees for these two applications.

**I. Rezoning Application**

The enclosed Rezoning Application seeks the rezoning of Parcel Nos. 010436901, 010629181, 011608401, and 011608402 (collectively, the "Property") located at 1702 Fort Crook Road, Bellevue, Nebraska 68132 from its current Flex Space ("FX") district to a Light Manufacturing ("ML") district. The purpose of this Rezoning Application is to permit light industrial use on the Property. Maps of the Property are attached hereto as Exhibit "A."

**II. Text Amendment Application**

The enclosed Text Amendment Application seeks to add "Recycling collection and processing facilities, both public and private" to § 5.27.02 of Bellevue's Zoning Ordinances. The purpose of this Text Amendment Application is to allow recycling facilities as a permitted principal use in the ML district, for both public and private facilities.

If you have any questions, please let me know. Finally, please confirm that the Applications have been timely filed in order for them to be considered by the City of Bellevue Planning Commission at their meeting scheduled for August 26, 2021.

134 South 13th Street, Suite 1200  
Lincoln, Nebraska 68508

(402) 475-8433 Phone  
(402) 625-0775 Fax

Tammi Palm, Planning Manager  
July 22, 2021  
Page 2

Very truly yours,



Stephen D. Mossman  
[sdm@mattsonricketts.com](mailto:sdm@mattsonricketts.com)

RECEIVED  
JUL 23 2021  
PLANNING DEPT.

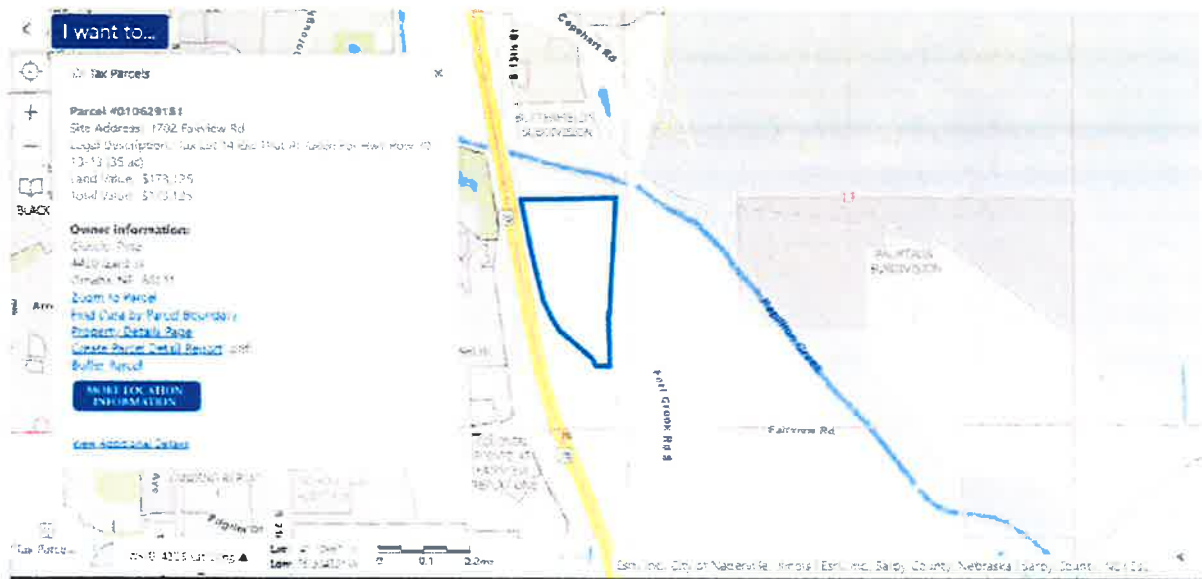
SDM/eal  
Enclosures

## Exhibit "A"

Parcel No. 010436901:



Parcel No. 010629181:

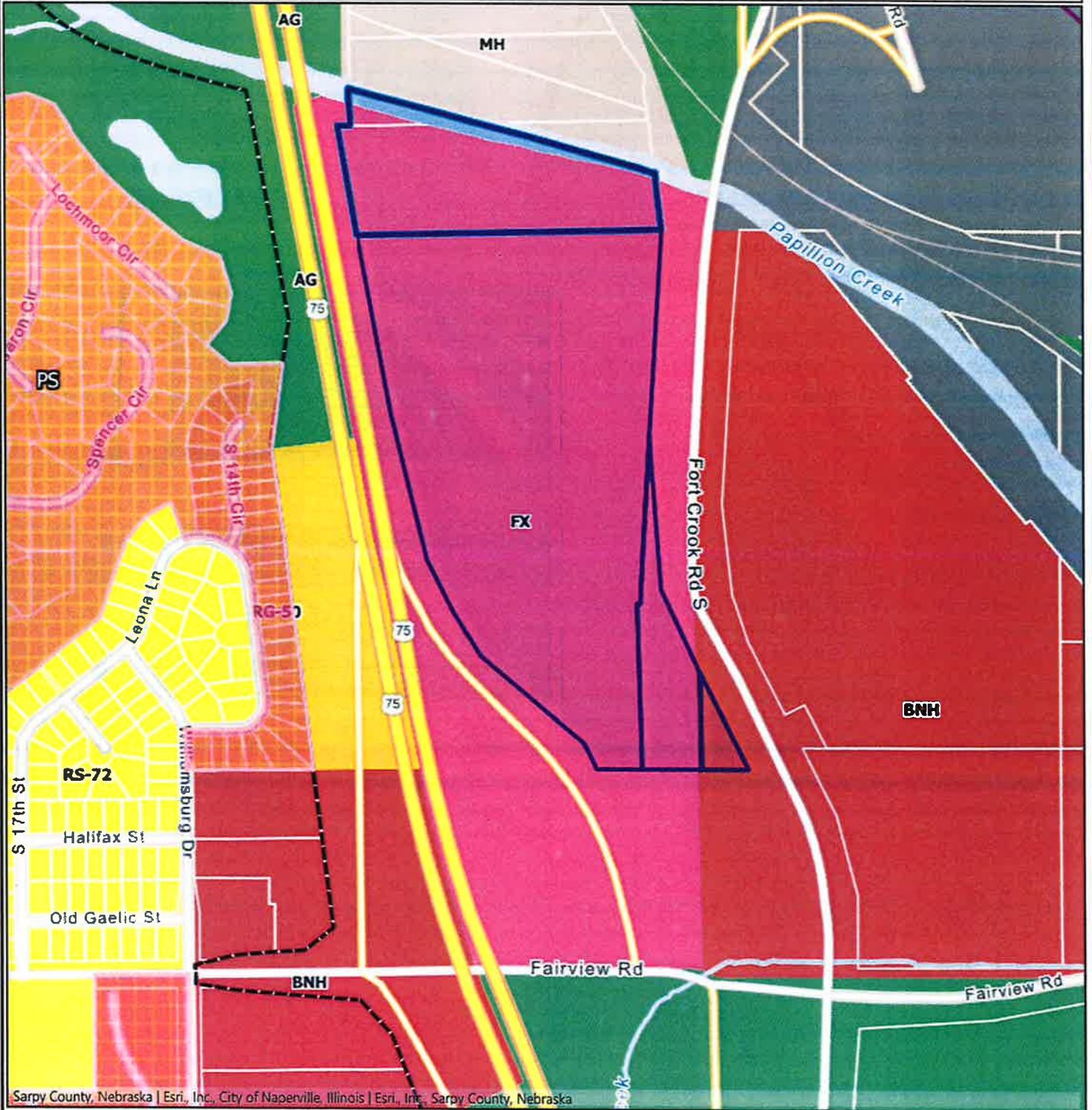


Parcel No. 011608401:



Parcel No. 011608402:





Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

Notes



Map Scale 1: 7962

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Notes



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ORDINANCE NO. 4054

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 FORT CROOK ROAD SOUTH AND FAIRVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From FX (Flex Space District) and BNH (Heavy Neighborhood Business District) to ML (Light Manufacturing District).

(Waste Connections of Nebraska Inc.)

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 \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 09/07/2021  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12c.  
9/21/2021

COUNCIL MEETING DATE: 09/23/2021	SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

SUBJECT:

Request to amend Sections 2.22, 5.27.03, 5.28.03 and Article 8 of the City of Bellevue Zoning Ordinance regarding permitted uses in the ML (Light Manufacturing), MH (Heavy Manufacturing), and HCO (Highway 34 Corridor Overlay) zoning district regarding commercial/utility grade solar conversion systems. Applicant: City of Bellevue

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to amend the ML (Light Manufacturing), MH (Heavy Manufacturing), and HCO (Highway 34 Corridor Overlay) and Article 8 zoning districts regarding commercial/utility grade solar conversion systems. Currently Section 8.06 has general language regarding the use of solar panels but the language does not address commercial/utility grade solar conversion systems. The city is proposing new language to address this type of use.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this Zoning Ordinance based on revisions discussed at the August 26, 2021 Planning Commission meeting.

ATTACHMENTS:

- 
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Boller*  
*Tammi Palm*  
*John C.*



## City of Bellevue

Planning Department

1510 Wall Street • Bellevue, Nebraska 68005  
(402) 293-3026

# MEMORANDUM

**TO:** City Council Members  
Mayor Rusty Hike  
City Administrator Jim Ristow

**FROM:** Angela Curry, Assistant Planning Manager

**DATE:** September 1, 2021

**RE:** Amendment to Section 2.22, Definitions; Sections 5.27, 5.28 and 5.35 regarding permitted uses; and Article 8 regarding Supplemental Regulations

The City of Bellevue is proposing to amend Section 2.22 Definitions, and the ML (Light Manufacturing), MH (Heavy Manufacturing), and HCO (Highway 34 Corridor Overlay) Zoning Districts (Sections 5.27.03, 5.28.03, 5.35.01) regarding commercial/utility grade solar conversion systems.

At the present time, Section 8.06 has general language regarding the use of solar panels. This language does not address commercial/utility grade solar conversion systems. To be proactive, the city is proposing new language to address this type of use. The proposed amendments to several sections of the Zoning Ordinance are designed to fill this void. Several neighboring jurisdictions have recently done the same. The City Attorney's office and Planning Department staff looked at recently drafted language from Saunders County, Cass County, the City of Gretna, and Sarpy County among others statewide and nationwide.

These proposed regulations were shared with OPPD for comment.

Section 2.22 was amended to add a definition for solar conversion system.

Sections 5.27 (ML zoning district) and 5.28 (MH zoning district) were amended to allow commercial/utility grade solar conversion systems as a conditional use.

Section 5.35 (HCO Highway Corridor Overlay District) was amended to specifically prohibit commercial/utility grade solar conversion systems as a use in the defined area.

Staff is also proposing to add language to Article 8 (Supplemental Regulations) Sections 8.06 would allow for residential and individual solar conversion systems. Newly created

Section 8.07 allows for commercial/utility grade solar conversion systems and provides regulations for this type of use.

Based on the aforementioned, as well as recommendations from OPPD and the Planning Commission, staff is proposing to amend Sections 2.22, 5.27.03, 5.28.03, 5.35.01 and Article 8, Supplemental Regulations as follows:

## **ARTICLE 2: Definitions**

### **Section 2.22 S**

**SKATEBOARD RAMP** shall mean a outdoor structure with an upward inclined surface, essentially one of the sides of a pipe, which are designed and principally intended to permit persons on skateboards to move from horizontal to vertical and back to horizontal.

**SLUDGE** shall mean solids removed from sewage during wastewater treatment and then disposed of by incineration, dumping, burial, or land application.

**SOLAR CONVERSION SYSTEM (SCS)** shall mean any device such as a solar panel, Solar Array, or Solar Collector or any combination thereof, which collects and converts solar energy to a form of useable electrical energy and/or supplies electrical energy to an energy storage device.

**SOLID WASTE** shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

**SOLID WASTE COMPANY** shall mean any company or firm that takes away, removes, or transfers solid wastes from one location to another through the use of vehicles or rail cars.

**SPOT ZONING** shall mean an arbitrary zoning or rezoning of a small tract of land that is not consistent with the comprehensive land use plan and primarily promotes the private interest of the owner rather than the general welfare. Spot zoning usually results from an upzoning to a more intensive use classification.

**STABLE** shall mean a facility, either as a principal or accessory use, that is designed for the maintenance, rental, or storage of non-domesticated animals.

**STANDARD SYSTEM** shall mean a sewage treatment system employing a building sewer, septic tank, and a standard soil absorption system.

**STATE** shall mean the State of Nebraska.

**STORAGE** shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than 30 days.

**STOREFRONT** shall mean the public-accessible entrance(s) to a commercial use visible from a private/public street or sidewalk.

**STORM DRAIN** shall mean a conduit that carries natural storm and surface water drainage but not sewage and industrial wastes, other than unpolluted cooling water.

**STORMWATER DETENTION** shall mean any storm drainage technique that retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells, or any combination thereof. Said detention shall be designed by a licensed professional engineer and approved by the City

**An Example**

**STORMWATER MANAGEMENT** shall mean the collecting, conveyance, channeling, holding retaining, detaining, infiltrating, diverting, treating, or filtering of surface water, or groundwater, and/or runoff, together with applicable managerial (non-structural) measures.

**STORMWATER RETENTION AREA** shall mean an area designed by a licensed professional engineer and approved by the City to retain water to control the flow of stormwater.

**STORMWATER RUNOFF** shall mean surplus surface water generated by rainfall that does not seep into the earth but flows over land to flowing or stagnant bodies of water.

**STORY** shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

## **ARTICLE 5: ZONING DISTRICTS**

### **Section 5.27 ML Light Manufacturing District**

#### **5.27.03 Conditional Uses:**

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Commercial/Utility grade solar conversion systems, subject to Section 8.07
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)

### **Section 5.28 MH Heavy Manufacturing District**

#### **5.28.03 Conditional Uses:**

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Commercial/Utility grade solar conversion systems, subject to Section 8.07
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Meat packing, slaughtering, eviscerating and skinning.
5. Permanent batch plants for concrete, asphalt, or paving material.
6. Permanent recycling plant for concrete, asphalt, or paving material. (**Ord. No. 4027, March 2, 2021**).
7. Poultry killing, plucking and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
10. Special and vocational educational and training facilities.
11. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
12. The bulk storage of flammable or noxious gasses above or below ground.

## **Section 5.35 HCO Highway 34 Corridor Overlay District**

**5.35.01 Intent.** The Highway 34 Corridor Overlay District provides basic guidelines which promote quality design along a visible corridor in the city's zoning jurisdiction. The Highway 34 Corridor Overlay District is intended to: Encourage development design that strengthens the physical character and image of the city; Support the value of property and quality of development of a major highway corridor; set basic requirements for good site design and development, building design, landscaping, and signage without discouraging creativity and flexibility in design; permit safe and convenient transportation access and circulation for motorized and non-motorized vehicles, and for pedestrians; and manage the impact of industrial development on adjacent properties. The uses permitted in the Highway 34 Corridor Overlay District shall be the same as those permitted by the underlying base zoning district except as provided by this section. The following uses shall be prohibited within the Highway 34 Corridor District:

- 1) Hazardous waste storage, as primary use
- 2) Salvage or junk yard operations and transfer stations, as a primary use
- 3) Tow lots, as a primary use
- 4) Commercial/Utility Grade Solar Conversion Systems

## **ARTICLE 8: SUPPLEMENTAL REGULATIONS**

### **Section 8.06 Residential and Individual Solar Conversion Systems**

#### **8.06.01 Purpose**

It is the purpose of this ordinance to promote the safe, effective, and efficient use of residential and individual Solar Conversion Systems installed to reduce the on-site consumption of utility supplied electricity and that such systems are appropriately sited within Bellevue's zoning jurisdiction.

#### **8.06.02 Definitions**

The following are defined for the specific use of this section.

1. **Project Area:** The size of the land area occupied by solar array(s), solar collector(s), and/or Solar Conversion System (s), including any foundation, base, other associated electrical equipment or any other extension of the solar conversion system structure.
2. **Solar Array:** Any number of solar photovoltaic modules or panels connected together to increase voltage and/or power to the level required for a given system.
3. **Solar Collector:** A device, or combination of devices, structure, or part of a device or structure which is used to transform solar energy into-thermal, chemical, or electrical energy and that contributes to a structure's energy supply. It includes any space or structural components specifically designed to retain energy derived from solar energy.

4. **Solar Conversion System (SCS):** Any device such as a solar panel, Solar Array, or Solar Collector or any combination thereof, which collects and converts solar energy to a form of useable or on-site energy storage.
5. **Solar Conversion System – Individual:** A Solar Conversion System for the specific use of an individual, residential, commercial, or public use equal or less than one (1) acre in total project area.
6. **Solar Conversion System – Ground Mounted:** A Solar Conversion System mounted on racks or poles that is not attached to a building or structure.
7. **Solar Conversion System – Structure Mounted:** A Solar Conversion System that is directly connected to and supported by a structure or the roof of a structure.

#### **8.06.03 Permit Required for Residential and Individual Solar Conversion Systems**

No solar conversion system shall be constructed within the zoning jurisdiction of the City of Bellevue unless a permit is approved and issued by the building inspector, except for mobile units or those six square feet or less in size and is constructed in conformance with the following requirements. For those devices that include electrical, plumbing and heating constructions, the applicable permits shall also be obtained as well as Federal and Utility permits and inspections.

**8.06.04 Lot and Height Requirements:** Solar conversion systems shall conform to the required front, side, and rear lot setback requirements except as provided herein:

1. A structure mounted solar conversion system may project four feet into the front yard; six feet into the rear yard; and two feet into a side yard of five feet or less and four feet into a side yard greater than five feet.
2. A ground mounted solar conversion system may be located in the required rear yard provided it does not exceed fifteen feet in height and is located not less than five feet from the rear lot line and not closer than one foot to any existing easement as measured from the closest point of the structure including its foundation and anchorage's, nor shall the solar conversion system or energy storage devices be located in the required side yard or front yard, unless a Waiver is issued by the Board of Adjustment. *(Ord. No. 3643, Nov. 14, 2011)*

**8.06.05 Structural Requirements:** The physical structure and connections to existing structures shall conform to the applicable building codes.

**8.06.06 Plot Plan:** For ground mounted solar conversion systems, the application for a permit shall be accompanied by a plot plan drawn to scale showing property lines, existing structures on the lot, proposed solar conversion system location with respect to property lines, and dimensions of the proposed solar conversion system.

### **Section 8.07 Commercial/Utility Grade Solar Conversion Systems**

#### **Section 8.07.01 Purpose**

It is the purpose of this ordinance to promote the safe, effective, and efficient use of Commercial/Utility Grade Solar Conversion Systems and that such systems are appropriately sited within the zoning jurisdiction of the City of Bellevue.

**Section 8.07.02 Definitions:** The following are defined for the specific uses of this section. Additional definitions pertaining to Solar Conversion Systems are found in Section 8.06.02 herein.

1. **Applicant:** Any person or entity submitting an application for a conditional use permit for a Commercial/Utility Grade Solar Conversion System.
2. **Capacity:** The amount of electricity produced by a Solar Conversion System measured in kilowatts (kW).
3. **City:** The City of Bellevue Nebraska including its Extra Territorial Jurisdiction (ETJ).
4. **County:** The County of Sarpy, Nebraska.
5. **Operator:** The person or entity responsible for the day-to-day operation and maintenance of the Commercial/Utility Grade Solar Conversion System including energy storage devices.
6. **Owner:** The person, entity, or entities having controlling or majority equity interest in the Commercial/Utility Grade Solar Conversion System, including their respective successors and assigns.
7. **Landowner:** The person or entity listed as the real property owner under a lease or other property agreement(s) with the Owner or Operator of the Commercial/Utility Grade Solar Conversion System.
8. **Setback:** The minimum distance, measured in feet, between the solar conversion system facility and the property line or access easements.
9. **Solar Conversion System – Commercial/Utility Grade:** A series of Solar Conversion Systems, solar arrays, and/or solar collectors connected together in order to supply the converted energy to a community, power grid, storage device or public utility, which occupies a project area greater than one (1) acre of land.
10. **State:** The State of Nebraska.

### **Section 8.07.03 General Requirements**

1. No commercial or utility grade solar conversion system shall be constructed within the zoning jurisdiction of the City of Bellevue unless a conditional use permit is approved and issued. Permit and applications for Solar Conversion Systems shall comply with all of the policies, requirements, and procedures set out in Article 6: Conditional Use Permits, in addition to the policies, requirements, and procedures set out in this Section.
2. Commercial/Utility Grade Solar conversion systems may be located in districts designated as ML (Light Manufacturing) and MH (Heavy Manufacturing).
3. Commercial/Utility Grade Solar Conversion Systems shall not be permitted within the Highway 34 Corridor Overlay District as defined in Section 5.35 of these regulations.
4. The application fee for the conditional use permit shall be paid by the applicant at the time of submission of the application in accordance with the Master Fee Schedule.

#### **Section 8.07.04 Permitting Requirements**

In addition to the requirements and procedures set out in Article 6: Conditional Use Permits, the following requirements and information shall be met and supplied before a Commercial/Utility Grade Solar conversion system be approved as a Conditional Use within any district where the use is listed and allowed:

1. The name(s) of project applicants and operator.
2. The name(s) of the project owner.
3. A narrative describing the proposed solar conversion system, including an overview of the project, and proposed total rated capacity (kW) of the solar conversion system.
4. The proposed number, types, and height or range of heights of solar array to be constructed including their generating capacity, storage devices, dimensions, and respective manufacturers.
5. Description of any ancillary facilities or structures to be erected on the site.
6. A site plan, drawn to scale, of the total project area which indicates the following:
  - a. Total site acreage.
  - b. Description and location of project boundary lines, including all parcels on which the proposed system will be located.
  - c. Proposed location of all solar conversion systems;
  - d. Property lines, setback lines, access roads, and other site features;
7. Existing easements, rights-of way, and current public utility lines or infrastructure;
8. Evidence that the project meets commonly accepted management practices for avian, wildlife, and environmental protections in place at the time of application;
9. Description of existing vegetation and soil information for the proposed site;
10. Erosion/Sediment control plan or resource management plan, if required;
11. Documentation of land ownership and/or legal authority to construct on the proposed site;
12. Any specific requirements of the appropriate fire district and local utilities;
13. A decommissioning plan as required by this ordinance, contingent upon approval of a Conditional Use Permit; and,
14. Any other information as deemed reasonably necessary and requested by the City.

#### **Section 8.07.05 Installation and Design Standards**

All commercial/utility grade solar conversion systems shall adhere to the following installation and design standards:

1. All structural, electrical and mechanical components of the solar conversion system shall conform to the relevant and applicable local, state and national codes and standards in effect at the time of permit approval.
2. Electrical Codes and Standards. All solar conversion systems and accessory equipment shall comply with the National Electrical Code and applicable local code in effect at the time of permit approval.

3. Nebraska State Building Code. All solar conversion system structures shall comply with the International Building Code as adopted by the State of Nebraska Building Code and Bellevue City Code.
4. SET BACK REQUIREMENTS: Minimum setback requirements for all equipment and structures are as follows:
  - a. Front Yard – 20 feet
  - b. Rear Yard – 10 feet
  - c. Side Yard – 5 feet
  - d. Street Side Yard - 10

In the event the setback requirements from the applicable zoning district are greater than the minimum setbacks as required by this section, the requirements of the applicable zoning district shall be followed.

5. Maximum Height: Ground mounted solar conversion systems shall not exceed fifteen feet (15') in height at maximum tilt. Exceptions may be granted within the Conditional Use Permit in cases when topography, flood plain or other natural elements of the natural landscape interfere with the ability to meet the foregoing height restrictions.
6. Fencing: All boundary line fencing shall be located entirely upon the property of the solar conversion system. Fences shall consist of open fencing such as chain link. Fences shall not exceed eight (8) feet in height.
7. Buffer Requirement: A berm (2:1 maximum slope with supplemental plant materials including, trees, shrubs, and groundcovers) and/or a continuous evergreen vegetative buffer shall be provided and maintained at all times around the perimeter of the fencing that faces: (a) an existing residence or farmstead not on the subject parcel; or (b) residentially zoned or platted property. The evergreen vegetative buffer shall be composed of evergreen trees or shrubs of a type which at time of planting shall be minimum of six (6) feet in height and which shall be maintained at maturity at a height of eight (8) feet in height to screen the fence. Plantings shall be spaced in accordance with Section 9.05.
8. Stormwater Management and Erosion Control: Solar conversion system sites shall meet the requirements for stormwater management and erosion and sediment control pursuant to applicable Nebraska state and local law.
9. Waste Disposal: Solid and hazardous waste, including but not limited to crates, packing materials, damaged or worn solar panels and parts, batteries, as well as used oils, acids and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state, and federal regulations during construction and operation.
10. On-site power lines shall be buried where reasonably feasible, except when connecting to existing overhead utility lines. This requirement shall not apply to fiber optic connections.

**8.07.06 Decommissioning:** The owner or operator of a commercial/utility grade solar conversion system shall, at its expense, complete decommissioning of the system and/or

individual solar arrays, within twelve (12) months after the end of the useful life of the system of individual solar array. The commercial/utility grade solar conversion system or individual solar array will presume to be at the end of their useful life if no electricity is generated for a continuous period of twelve (12) months. A decommissioning plan shall be submitted with the application for a commercial/utility Grade solar conversion system conditional use permit, which shall document:

1. The removal of all structural, electrical, and mechanical components of the solar conversion system (SCS) after the end of its useful life within twelve (12) months.
2. Grading and re-seeding of all disturbed earth.
3. A report prepared by an independent professional engineer licensed in the State of Nebraska that estimates the total cost of decommissioning (“Decommissioning Costs”) without regard to salvage value of the equipment, and the cost of decommissioning net salvage value of the equipment (“Net Decommissioning Costs”). Said estimates shall be submitted to the City of Bellevue after the first year of operation and every fifth year thereafter.
4. The owner or operator of the SCS shall post and maintain Decommissioning Funds in an amount equal to Net Decommissioning Costs, provided, at no point shall Decommissioning Funds be less than 25 percent of the Decommissioning Costs. The Decommissioning Funds shall be posted and maintained as a bond, escrow, security agreement, or other form of guarantee approved by the City Attorney.
5. If the owner or operator of the SCS fails to complete decommissioning with the period prescribed herein, then the landowner shall have six months to complete decommissioning.
6. If neither the owner or operator of the SCS nor the landowner complete decommissioning within the periods prescribed herein, then the City of Bellevue may take such measures as necessary to complete decommissioning.
7. An easement allowing the City of Bellevue access to the project site, pursuant to reasonable notice, to effect or complete decommissioning.
8. The escrow agent shall release the Decommissioning funds when the owner of the SCS has demonstrated and the City of Bellevue concurs that decommissioning has been satisfactorily completed, or upon written approval of the City of Bellevue in order to implement the decommissioning plan.
9. An agreement that the City of Bellevue is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the right to seek reimbursement from the owner or operator of the SCS, or landowner, for decommissioning costs in excess of the amount guaranteed, and to file a lien against any real estate owned by the owner or operator of the SCS, or landowner, or in which they have an interest, for the amount of the excess, and to take all steps allowed to enforce such lien.
10. Financial provisions shall not be so onerous as to render SCS facilities unfeasible in the City of Bellevue.

**8.07.07 Liability Insurance:** For each commercial/utility grade solar conversion system, there shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least \$1 million per occurrence and \$1 million in the aggregate. Copies of such certificates shall be made available to the City of Bellevue upon request.

**PLANNING DEPARTMENT RECOMMENDATION:**

APPROVAL of the amendment as presented.

**PLANNING COMMISSION RECOMMENDATION:**

APPROVAL of the amendment as presented including modifications discussed.

## ORDINANCE NO. 4055

AN ORDINANCE TO AMEND SECTION 2.22, SECTIONS 5.27, 5.28, 5.35, AND ARTICLE 8 ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO PERMITTED USES IN THE ML (LIGHT MANUFACTURING), MH (HEAVY MANUFACTURING), AND HCO (HIGHWAY 34 CORRIDOR OVERLAY) ZONING DISTRICTS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 2.22 of Ordinance No. 3619 is hereby amended to read as follows:

### SECTION 2.22 S

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

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

**SCHOOL, PRE-, OR NURSERY** shall mean a school or center for children under school age, whether licensed as a day care center or not, shall be approved by the Nebraska State Fire Marshall as being in safety conformance with the National Fire Protection Association, Pamphlet 101, known as the Life Safety Code and shall be approved by the Nebraska Department of Health and Welfare as meeting their health and welfare standards.

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

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

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

**SELECTIVE CLEARING** shall be the careful and planned removal of trees, shrubs, and plants using specific standards and protection measures.

**SELF-SERVICE STATION** shall mean an establishment where motor fuels are stored and dispensed into the fuel tanks of motor vehicles by persons other than the service station attendant and may include facilities available for the sale of other retail products.

**SELF-SERVICE STORAGE FACILITY** shall mean a facility consisting of a building or a group of buildings containing varying sizes of enclosed, individualized storage areas, for the purpose of storing personal and/or household goods.

**SEPARATE OWNERSHIP** shall mean ownership of a parcel of land by a person who does not own any of the land abutting such parcel.

**SERVICE STATIONS** shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

**SETBACK LINE, FRONT YARD** shall mean the line which defines the depth of the required front yard.

Said setback line shall be parallel with the R.O.W. line.

**SETBACK LINE, REAR YARD OR SIDE YARD** shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the district.

**SEXUALLY ORIENTED BUSINESSES** shall mean any business which offers its patrons services, products or entertainment characterized by an emphasis on matter depicting, exposing, describing, discussing or relating to "specified sexual activities" or "specified anatomical areas," including, but without limitation, adult bookstores, adult motion picture theaters, adult saunas, adult companionship establishments, adult health clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotel or motel, adult internet industries, adult massage parlor/health club, and adult body painting studios. Such businesses are regulated by Chapter 2.5 of the Bellevue Municipal Code.

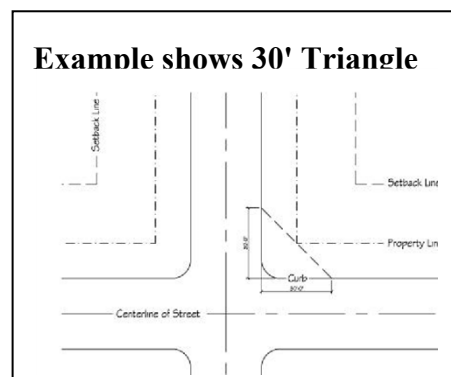
**SHOPPING CENTER** shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

**SHOPPING CENTER, COMMERCIAL STRIP** shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one City block or more. Includes individual buildings on their own lots, with on-site parking and small linear shopping centers with on-site parking in front of the stores.

**SHOPPING CENTER, OUTLET** shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and city clustered style centers.

**SIDEWALK CAFE** shall mean an area adjacent to a street level eating or drinking establishment located adjacent to the public pedestrian walkway and used exclusively for dining, drinking, and pedestrian circulation. The area may be separated from the public sidewalk by railings, fencing, or landscaping or a combination thereof.

**SIGHT TRIANGLE** is an area at a street intersection (or street and railroad) in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 30 inches and 10 feet above the grades of the bottom of the curb of the intersecting streets, measured from the corner points of the curb, 30 feet in each direction along the curb for signs and 45 feet in each direction for fences. At the intersection of major or arterial streets, the 30 and 45-foot distance may be increased to at least 60 and 90 feet respectively for each arterial leg of the intersection. The required distance may be increased based upon subdivision design and speed limits along major or other arterials.



**SIGN** (See Article 7 of this Ordinance)

**SIMILAR USE** shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of

use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities.

**SITE BREAK** shall mean a structural or landscape device to interrupt long vistas and create visual interest in a site development.

**SITE PLAN** (See “Development Concept Plan”)

**SITE, SEPTIC** shall mean the area bounded by the dimensions required for the proper location of the septic tank system.

**SKATE, IN-LINE** shall mean a boot-type device, which is placed on an individual’s feet. In-line skates contain wheels on the bottom of the boot, which are attached in linear fashion.

**SKATE PARK** shall mean a recreational facility containing skateboard ramps and other obstacle courses and devices for use with skateboards and in-line skates.

**SKATEBOARD** shall mean a foot board mounted upon four or more wheels and is usually propelled by the user who sometimes stands, sits, kneels, or lays upon the device while it is in motion.

**SKATEBOARD PIPE** shall mean a outdoor structure which is shaped into a half circle or oval, that are designed and principally intended to permit persons on skateboards to move continuously from one side to the other.

**SKATEBOARD RAMP** shall mean a outdoor structure with an upward inclined surface, essentially one of the sides of a pipe, which are designed and principally intended to permit persons on skateboards to move from horizontal to vertical and back to horizontal.

**SLUDGE** shall mean solids removed from sewage during wastewater treatment and then disposed of by incineration, dumping, burial, or land application.

**SOLID WASTE** shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

**SOLID WASTE COMPANY** shall mean any company or firm that takes away, removes, or transfers solid wastes from one location to another through the use of vehicles or rail cars.

**SPOT ZONING** shall mean an arbitrary zoning or rezoning of a small tract of land that is not consistent with the comprehensive land use plan and primarily promotes the private interest of the owner rather than the general welfare. Spot zoning usually results from an upzoning to a more intensive use classification.

**STABLE** shall mean a facility, either as a principal or accessory use, that is designed for the maintenance, rental, or storage of non-domesticated animals.

**STANDARD SYSTEM** shall mean a sewage treatment system employing a building sewer, septic tank, and a standard soil absorption system.

**STATE** shall mean the State of Nebraska.

**STORAGE** shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than 30 days.

**STOREFRONT** shall mean the public-accessible entrance(s) to a commercial use visible from a private/public street or sidewalk.

**STORM DRAIN** shall mean a conduit that carries natural storm and surface water drainage but not sewage and industrial wastes, other than unpolluted cooling water.

**STORMWATER DETENTION** shall mean any storm drainage technique that retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells, or any combination thereof. Said detention shall be designed by a licensed professional engineer and approved by the City

**STORMWATER MANAGEMENT** shall mean the collecting, conveyance, channeling, holding retaining, detaining, infiltrating, diverting, treating, or filtering of surface water, or groundwater, and/or runoff, together with applicable managerial (non-structural) measures.



**An Example of a Stormwater Management project**

**STORMWATER RETENTION AREA** shall mean an area designed by a licensed professional engineer and approved by the City to retain water to control the flow of stormwater.

**STORMWATER RUNOFF** shall mean surplus surface water generated by rainfall that does not seep into the earth but flows over land to flowing or stagnant bodies of water.

**STORY** shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

**STORY, ONE-HALF** shall mean the same as "Half-Story".

**STREET** shall mean the entire width between property lines of a way or place dedicated or acquired for the purpose of public use for vehicular traffic or access including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this ordinance and other than an alley. Where a way or place exists by virtue of consent agreement or an established public right, then for the purposes of this ordinance the way or place shall be considered to be 60 feet in width falling half on each side of the centerline of the traveled way. Where the dimensions set out in a consent agreement exceed 60 feet, then the larger dimension shall govern.

**STREET, ARTERIAL** shall mean a street designed with the primary function of efficient movement of through traffic between and around areas of a City, or county with controlled access to abutting property.

**STREET CENTERLINE** shall mean the centerline of a street right-of-way as established by official surveys.

**STREET, COLLECTOR** shall mean a street or highway, which is intended to carry traffic from minor streets to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development.

**STREET, CURVILINEAR** shall mean local streets that deviate from straight alignment and change direction without sharp corners or bends.

**STREET, EXPRESSWAY** shall mean a street or road that provides fast and efficient movement of large volumes of vehicular traffic between areas and does not provide direct access to property.

**STREET FRONTAGE** shall mean the distance for which a lot line of a zoned lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

**STREET, FRONTAGE ACCESS** shall mean a street parallel and adjacent to a major street, major interregional highway, or major collection road and primarily for service to the abutting properties, and being separated from the major street by a dividing strip.

**STREET HARDWARE** shall mean man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers, letter boxes, fire hydrants.

**STREET, LOCAL** shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

**STREET, LOOPED** shall mean a continuous local street without intersecting streets and having its two outlets connected to the same street.

**STREETS, MAJOR** shall mean a street or highway used primarily for fast or high volume traffic, including expressways, freeways, boulevards, and arterial streets.

**STREET, PRIVATE** shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties.

**STREET, SIDE** shall mean that street bounding a corner or reversed corner lot and which extends in the same general direction as the line determining the depth of the lot.

**STREETSCAPE** shall mean the scene as may be observed along a public street or way composed of natural and man-made components, including buildings, paving, plantings, street hardware, and miscellaneous structures.

**STRUCTURE** shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

**STRUCTURE, ADVERTISING** shall mean the same as "Advertising Structure".

**STRUCTURAL ALTERATION** shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

**SUBDIVISION** shall mean the division of land, lot, tract, or parcel into two or more lots, parcels, plats, or sites, or other divisions of land for the purpose of sale, lease, offer, or development, whether immediate or future. The term shall also include the division of residential, commercial, industrial, agricultural, or other land whether by deed, metes, and bounds description, lease, map, plat, or other instrument.

**SURFACE WATERS** shall mean all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, springs, canal systems, drainage systems, and all other bodies or accumulations of water, natural or artificial, public or private, situated wholly or partly within or bordering upon the state. See also Waters of the State.

**SWIMMING POOL** shall mean a structure, and all appurtenant equipment, constructed either above or below grade with a depth of at least 18 inches utilized for the purposes of swimming, diving, or wading.

*(Ord. No. 3774, August 11, 2014)*

**S**ection 2. That Section 5.27 of Ordinance No. 3619 is hereby amended to read as follows:

**Section 5.27 ML Light Manufacturing District**

**5.27.01**        **Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

**5.27.02**        **Permitted Uses:**

1.        Automobile rental store.
2.        Brewery.
3.        Building materials yards with enclosed and screened storage areas.
4.        Call centers.
5.        Car wash.
6.        Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7.        Commercial parking lots.
8.        Dry cleaning, laundry, and dyeing plants.
9.        Feed and seed store.
10.       Garages for the storage of automobiles.
11.       Garden supply including nursery stock.
12.       Gasoline stations.
13.       Governmental services - administrative facilities.
14.       Governmental services- maintenance and service facilities.
15.       Greenhouses, commercial; nursery stock sales yards.
16.       Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17.       Heavy auto repair services.
18.       Highway maintenance yards or buildings.
19.       Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20.       Kennels.
21.       Laboratories.
22.       Light auto repair services.
23.       Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24.       Logistical centers.
25.       Manufacture and assembly of electrical and electronic appliances.
26.       Manufacture of light sheet metal products including heating and ventilation equipment.
27.       Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28.       Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29.       Marine sales and services, but excluding the storage or salvage of boats.
30.       New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.

31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.
  - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
33. Printing services, when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
37. Recycling collection and processing facilities, both public and private.
38. Self-service storage facilities, provided they meet the following restrictions :
  - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
  - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
  - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.

- H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
- 39. Special and vocational educational and training facilities.
  - 40. Stone and monument work.
  - 41. Trucking terminals containing four or less loading or transfer bays.
  - 42. Upholstery shops.
  - 43. Veterinary Services.
  - 44. Warehouses and storage of non-hazardous goods provided storage be inside building.

**5.27.03 Conditional Uses:**

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Commercial/Utility grade solar conversion systems, subject to Section 8.07.
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
- 5. Indoor recreational facility

**5.27.04 Specifically Excluded Uses:**

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
  - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
  - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
  - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
  - D. Motels, hotels, and mobile home parks.
  - E. Public, parochial and private schools and colleges, except trade schools.
  - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

**5.27.05 Permitted Accessory Uses:**

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.27.06 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

**5.27.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9.
5. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

**S**ection 3. That Section 5.28 of Ordinance No. 3619 is hereby amended to read as follows:

**Section 5.28 MH Heavy Manufacturing District**

**5.28.01 Intent.** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

**5.28.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.

21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.
  - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.
34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Recycling Collection and processing facilities, both public and private.
36. Self-service storage facilities provided they meet the following restrictions:

- A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:  
 Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.  
 Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
- 37. Stone and monument works.
  - 38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
  - 39. Temporary batch plants, not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
  - 40. Truck wash.
  - 41. Trucking terminals containing in excess of four loading or transfer bays.
  - 42. Veterinary Services, including livestock.
  - 43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
  - 44. Yards for the sale, transfer and temporary holding of livestock. (*Ord. No. 3840, Feb.8, 2016*)

**5.28.03 Conditional Uses:**

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Commercial/Utility grade solar conversion systems, subject to Section 8.07
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Meat packing, slaughtering, eviscerating and skinning.
- 5. Permanent batch plants for concrete, asphalt, or paving material.
- 6. Permanent recycling plant for concrete, asphalt, or paving material. (**Ord. No. 4027, March 2, 2021**).
- 7. Poultry killing, plucking and dressing when such operations are such size as to employ in excess of 3 persons.
- 8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
- 9. Rendering of by-products of slaughtering and killing of animals or poultry.
- 10. Special and vocational educational and training facilities.
- 11. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.  
 The bulk storage of flammable or noxious gasses above or below ground.

**5.28.04 Specifically Excluded Uses:**

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
  - A. Any use which cannot meet the performance standards set forth herein.
  - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
  - C. Schools and colleges, except trade schools.
  - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
  - E. Motels, hotels and mobile home parks.
  - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

**5.28.05 Permitted Accessory Uses:**

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.28.06 Space Limits:**

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

**5.28.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

**S**ection 3. That Section 5.35 of Ordinance No. 3619 is hereby amended to read as follows:

**Section 5.35 HCO Highway 34 Corridor Overlay District**

**5.35.01 Intent.** The Highway 34 Corridor Overlay District provides basic guidelines which promote quality design along a visible corridor in the city's zoning jurisdiction. The Highway 34 Corridor Overlay District is intended to: Encourage development design that strengthens the physical character and image of

the city; Support the value of property and quality of development of a major highway corridor; set basic requirements for good site design and development, building design, landscaping, and signage without discouraging creativity and flexibility in design; permit safe and convenient transportation access and circulation for motorized and non-motorized vehicles, and for pedestrians; and manage the impact of industrial development on adjacent properties. The uses permitted in the Highway 34 Corridor Overlay District shall be the same as those permitted by the underlying base zoning district except as provided by this section. The following uses shall be prohibited within the Highway 34 Corridor District:

- 1) Hazardous waste storage, as primary use
- 2) Salvage or junk yard operations and transfer stations, as a primary use
- 3) Tow lots, as a primary use
- 4) Commercial/Utility Grade Solar Conversion Systems

#### **5.35.02 Highway 34 Corridor Overlay District Boundaries:**

The Highway 34 Corridor Overlay District applies to the following areas:

Land within one (1) mile of the centerline of Highway 34 within the planning jurisdiction of the City of Bellevue; bordered by the Missouri River on the east, and 5<sup>th</sup> Street on the west;

Tax Lots 4A and 5A (14-13-13), Tax Lots 7 and 8A (13-13-13), Tax Lots 10A and 11A (24-1313), and Tax Lot 15A (23-13-13).

#### **5.35.03 Project Application and Exceptions:**

The Highway 34 Corridor Overlay District, its development guidelines, and other provisions, apply to the following:

Any new building or addition requiring a building permit, built on land within the boundaries of the Highway 34 Corridor Overlay District after September 25, 2012

The requirements of the Highway 34 Corridor Overlay District do not apply to a building in place or under construction on a site as of September 25, 2012.

Waivers of Sections 5.35.04 and 5.35.05 may be granted by the Design Review Board as outlined in Section 8.11.07, City of Bellevue Zoning Ordinance.

#### **5.35.04 Site Design Guidelines for Industrial Uses:**

##### **(A) BUILDING LOCATION AND ORIENTATION**

1. To the maximum degree possible, the arrangement of buildings on a site shall screen operational and loading areas from view abutting highway corridor streets.
2. Buildings with customer entrances shall orient such entrances toward the primary access street.
3. Accessory structures shall not front a primary access street and shall be oriented away from public streets, open space, or residential areas.
4. Buildings shall be arranged and oriented so that loading docks, outdoor storage, trash collection and processing, HVAC equipment, truck parking and servicing areas and other service functions are not visible from Highway 34 except where surrounding topographic features prevent concealment. Site designs shall maximize the amount of landscaping in street yards along these highways. This standard may be met by building and site orientation, site design, and/or landscaped screening that blocks the view of such areas from the highway corridors. Customer and employee parking areas are

permitted in these street yards, subject to other provisions of this regulation.

5. Any industrial building elevation visible from the Highway 34 corridor must use at least two (2) different class I or II materials as listed in Section 8.11.03, and must be composed of at least sixty (60) percent class I or II materials, not more than forty (40) percent of class III or IV materials, and not more than ten (10) percent class IV materials.

**(B) VEHICULAR ACCESS**

1. To the maximum degree possible, access routes for automobiles and trucks shall be distinguished from one another.
2. Drives and access points shall be directed away from residential areas.

**(C) PARKING**

1. Signage and site design shall distinguish employee and visitor parking areas from truck loading and servicing areas when the project is sufficiently large to make such separation functionally necessary.
2. Landscaping shall be used to direct vehicles through the site, distinguish between automobile and truck service areas, manage storm water, and break up the size of large impervious automobile parking areas.

**(D) PEDESTRIAN ACCESS**

1. Developments shall provide public sidewalks in accordance with the City's building code.
2. Multi-building developments shall provide clear and safe walkways at least 5 feet in width that connect all buildings on the site. Buildings not intended for routine customer access or intended solely for drive-up services are excluded from this requirement.
3. Where required walkways cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low maintenance surface materials such as concrete or brick pavers; scored, colored concrete; or painted concrete.
4. Pedestrian connections to adjacent developments should be provided.

**(E) SIGNS**

1. Attached signs shall be integrated into the design of the building elevation.
2. Freestanding signs shall be constructed per Article 7 of the zoning ordinance.

**(F) SCREENING**

1. Developments shall provide year-round screening of outdoor storage, utility meters, HVAC equipment, trash collection and processing per the regulations listed in Section 8.11 and Article 9. Utility meters, HVAC, and Trash collection and processing shall be screened to its full vertical height. Outdoor storage shall provide 75% of the vertical plane of this feature to a height of 8 feet. Trash enclosure gates shall furnish a steel frame with decorative steel or wood covering, or another design acceptable to the Planning Director. Chain-link fencing with inlaid wood or metal slats shall not be considered acceptable. Screening shall be integrated into the overall design of buildings and landscaping and fully contain the visual impact of these service functions from adjacent public streets and neighboring properties.

**(G) LIGHTING**

1. All lighting used to illuminate off-street parking areas, signs or other structures shall be arranged so as to deflect light down and away from any adjoining residential property through fixture type and location.

2. The maximum height of lighting standards shall be 45 feet, unless the city grants a specific exception as part of the application approval process.
3. Exterior lighting of buildings shall be limited to low-level incandescent spotlights, floodlights, and similar illuminating devices hooded in such a manner that the direct beam of any light sources will not glare skyward or upon adjacent property or public streets. The city may approve exceptions to these requirements for sports and athletic field lighting, flagpole lighting, public street lighting, temporary lighting for seasonal/holiday or special events, and lighting used for public safety.

**Section 5.35.05 Architectural Guidelines**

- (A) MASS AND SCALE
  1. For buildings with office areas that exceed 3,000 square feet, the mass of the office portion of a building shall be distinguished from the mass of the industrial operations portion of the building. Office and/or public entrances shall be distinguished by elements that provide both identification and scale to the development. Techniques include but are not limited to the use of canopies or porticos, overhangs, changes in horizontal plane, variations in façade height and design, arches, peaked or special roof forms, and changes in materials.
- (B) BUILDING MATERIALS
  1. Building materials shall be those classes listed in Section 8.11.03.
- (C) ROOF FORMS
  1. Visible roof materials shall include clay or concrete tile, split shakes, pre-finished metal, architectural grade asphalt shingles, architectural metals, copper, natural or synthetic slate, or similar durable materials. *(Ord. No. 3683, Sept. 10, 2012)*

**S**ection 5. That Article 8 of Ordinance No. 3619 is hereby amended to read as follows:

**S**ection 6. That Sections 2.22, 5.27, 5.28, 5.35, and Article 8 of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed.

**S**ection 7. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 09/07/2021

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12d.  
9/21/2021

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		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 <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1, Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE, and RS-84-PS to RE and RS-84-PS for the purpose of existing single family residential development; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. Applicants: Todd Santoro and Greg Dennis. General Location: Hickory Circle and Childs Road East.

SYNOPSIS/BACKGROUND:

Todd Santoro and Greg Dennis are requesting to small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. The properties as presently platted are undevelopable due to slope, drainage, and being landlocked. The proposed plat will not create additional lots, but rather will consolidate these properties into existing, platted lots. The applicants are also requesting to rezone Lots 1 and 2, Whispering Timber Estates Replat 7. Currently the properties have three different zonings: AG, RE, and RS-84-PS. The applicants are requesting RE zoning for proposed Lot 1, with RS-84-PS zoning for proposed Lot 2. The AG property is non conforming. Proposed Lot 1 is developed with an existing house. Proposed Lot 2 is undeveloped. The proposed zoning will not change the current uses of the properties. The requested zoning matches the existing zoning of the properties these lots will be incorporated with.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: <input type="text" value="YES"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this application.

ATTACHMENTS:

- |  |  |   |
|--|--|---|
| 1. <input type="text" value="Planning Commission Recommendation Sheet"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Rezoning Ordinance 4056"/> |
| 4. <input type="text"/>  | 5. <input type="text"/>                      | 6. <input type="text"/>                                 |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bree Rollins*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Todd Santoro  
CASE #'s Z-2107-10, S-2107-19  
CITY COUNCIL HEARING DATE: September 21, 2021

REQUEST: to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1 Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE and RS-84-PS to RE and RS-84-PS for the purpose of existing residential development; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7.

On August 26, 2021, the City of Bellevue Planning Commission voted eight yes, zero no, zero absent and one abstained:

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

**VOTE:**

Yes:	Eight:	No:	Zero:	Abstain:	One:	Absent:	Zero:
	Casey				Perrin		
	Compton						
	Aerni						
	Ritz						
	Ackley						
	Hankins						
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: August 26, 2026

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** Z-2107-10  
S-2107-19

**FOR HEARING OF:**  
**REPORT #1:** August 26, 2021  
**REPORT #2:** September 21, 2021

### I. GENERAL INFORMATION

#### A. APPLICANTS:

Todd Santoro  
1606 Camp Gifford Road  
Bellevue, NE 68005

Greg Dennis  
908 Camp Gifford Road  
Bellevue, NE 68005

#### B. PROPERTY OWNERS:

Todd Santoro  
1606 Camp Gifford Road  
Bellevue, NE 68005

Gregory & Sheri Dennis  
908 Camp Gifford Road  
Bellevue, NE 68005

#### C. GENERAL LOCATION:

Hickory Circle and Childs Road East

#### D. LEGAL DESCRIPTION:

Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1 Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition.

#### E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Whispering Timber Estates Replat 7, from AG, RE, and RS-84-PS to RE and RS-84-PS.

2. Small Subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7.

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

AG, RE, and RS-84-PS, Single Family Residential/Vacant

**G. PURPOSE OF REQUEST:**

The applicant owns a parcel of land which is currently nonconforming that he wishes to bring into conformity by rezoning and combining with other properties.

**H. SIZE OF SITE:**

The site is approximately 13 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Proposed Lot 1 is developed with a single family residence built in 1978. Proposed Lot 2 is presently vacant.

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

- 1. **North:** Single Family Residential, RE
- 2. **East:** Single Family Residential, AG and RS-84
- 3. **South:** Single Family Residential, RS-84-PS and RE
- 4. **West:** Single Family Residential, RS-84

**C. REVELANT CASE HISTORY:**

1. On March 3, 2020, the City Council approved a request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1, except the South 30', Fair Hill Addition, from AG, RE, and RS-84 to RE and RS-84 for the purpose of existing single family residential; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 6.

2. On August 26, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1 Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE, and RS-84-PS to RE and RS-84-PS, for the purpose of existing single family residential development.

**D. APPLICABLE REGULATIONS:**

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
2. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.
3. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.
4. Chapter 5, Subdivision Regulations, regarding small subdivisions.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no traffic data information available for this area.
2. The property has access via Camp Gifford Road and Childs Road East.

**D. UTILITIES:**

All utilities are available to this property.

**E. ANALYSIS:**

1. Todd Santoro and Greg Dennis have submitted a request to small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7.

The properties as presently platted are undevelopable due to slope, drainage, and being landlocked. The proposed plat will not create additional lots, but rather will consolidate these properties into existing, platted lots.

2. The applicants are also requesting to rezone Lots 1 and 2, Whispering Timber Estates Replat 7. Currently, these properties have three different zonings: AG, RE, and RS-84-PS. The AG property is non conforming.

The applicants are requesting RE zoning for proposed Lot 1, with RS-84-PS zoning for proposed Lot 2. The requested zoning matches the existing zoning of the properties these lots will be incorporated with.

3. The proposed zoning will not change the current uses of the properties. Proposed Lot 1 is developed with an existing house. Proposed Lot 2 is undeveloped. As previously mentioned, no additional residential lots are being created through this request.

4. The proposed lots meet the minimum requirements for their intended zoning districts. One of the existing platted lots is land-locked and does not have adequate access. The proposed plat will resolve this issue.

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

Public Works Engineer Matt Knight requested minor technical revisions to the plat. These revisions have since been made by the applicant's surveyor.

No other comments were received in this case.

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

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

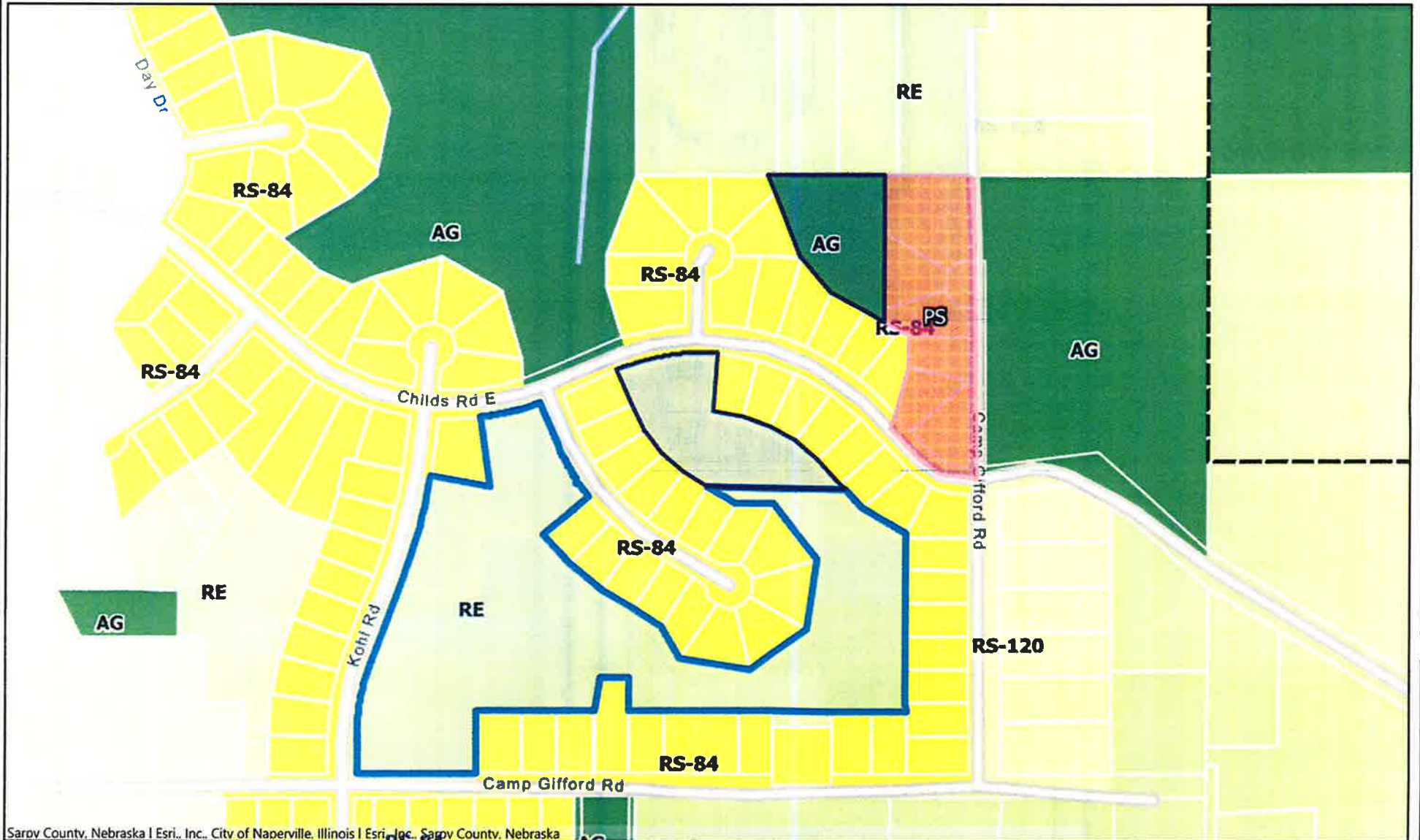
**VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Small Subdivision plat received August 13, 2021
4. Zoning justification letter dated July 22, 2021
5. Email received from Michelle Foss August 26, 2021
6. Email received from Matthew Curran August 26, 2021

**VII. COPIES OF REPORT TO:**

1. Todd Santoro
2. Greg & Sheri Dennis
3. Doug Hill, Hill-Farrell Associates, Inc.
4. Public Upon Request

  
\_\_\_\_\_  
Planning Manager                      Date of Report



Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



Map Scale 1: 4514

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



Notes



# Timbers Estates Replat



Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

0 500 1000  
ft

Map Scale 1: 9028

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



Notes

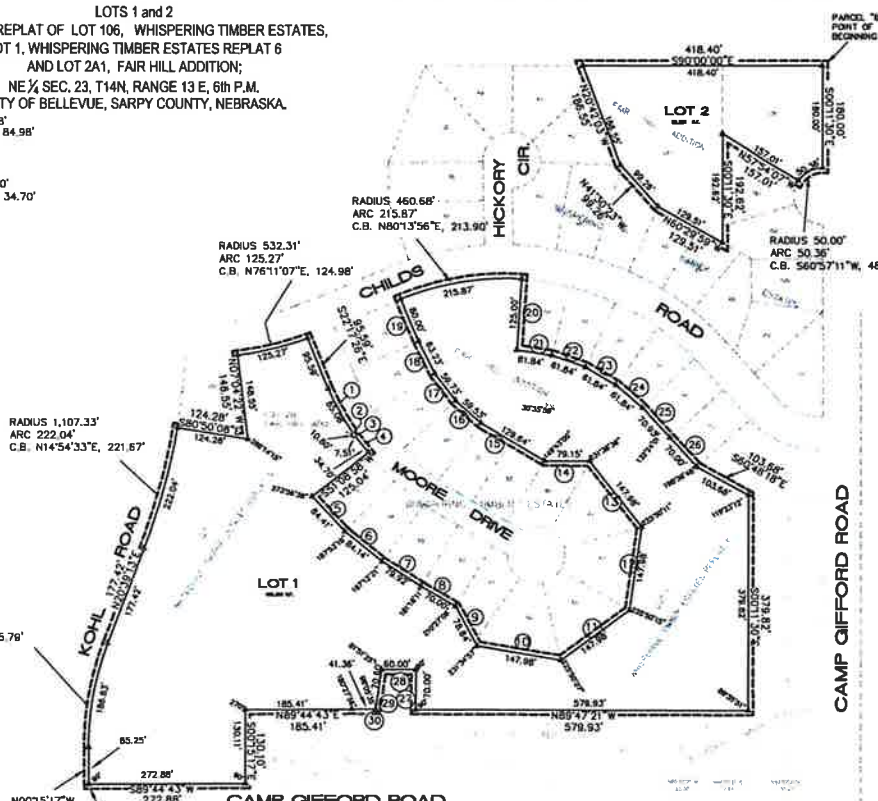


RECEIVED  
AUG 13 2021  
PLANNING DEPT.

# WHISPERING TIMBER ESTATES REPLAT 7

LOTS 1 and 2  
BEING A REPLAT OF LOT 106, WHISPERING TIMBER ESTATES,  
LOT 1, WHISPERING TIMBER ESTATES REPLAT 6  
AND LOT 2A1, FAIR HILL ADDITION;  
NE 1/4 SEC. 23, T14N, RANGE 13 E, 6th P.M.  
CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

- 1 RADIUS 486.65', ARC 85.08'  
CHORD BRNG S29°03'54"E, 84.98'
- 2 S00°15'54"E, 10.80'
- 3 S89°47'29"E, 7.51'
- 4 RADIUS 486.65', ARC 34.70'  
CHORD BRNG S37°42'17"E, 34.70'  
S42°47'40"E, 84.41'
- 5 S50°40'58"E, 84.14'
- 6 S57°53'19"E, 79.92'
- 7 S59°11'30"E, 70.00'
- 8 S28°44'24"E, 78.84'
- 9 S80°19'21"E, 147.98'
- 10 S42°47'40"E, 147.98'
- 11 N08°00'17"E, 147.98'
- 12 N37°49'54"W, 147.98'
- 13 N89°28'30"W, 79.15'
- 14 N59°11'30"W, 129.64'
- 15 N48°35'27"W, 59.53'
- 16 N37°27'22"W, 59.73'
- 17 N26°38'30"W, 63.23'
- 18 N23°11'30"W, 80.00'
- 19 S03°39'22"E, 125.00'
- 20 S81°03'30"E, 61.84'
- 21 S70°29'14"E, 61.84'
- 22 S59°54'58"E, 61.84'
- 23 S49°20'44"E, 61.84'
- 24 S42°20'13"E, 70.93'
- 25 S42°11'30"E, 70.00'



### SURVEYORS CERTIFICATE

RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "WHISPERING TIMBER ESTATES REPLAT 7", BEING A REPLAT OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6 AND LOT 2A1, FAIR HILL ADDITION AND LOT 106, WHISPERING TIMBER ESTATES, LOCATED IN THE NORTHEAST ONE-FOURTH OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A" (LOT 1)**  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6, THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF KOHL ROAD ALONG THE FOLLOWING 4 COURSES:  
1) N00°15'17"W, 85.25 FEET 2) NORTHERLY ALONG A CURVE TO THE RIGHT RADIUS 81.87 FEET, ARC 188.83 FEET, CHORD BEARING N10°11'58"E, 185.70 FEET 3) N00°03'37"E, 177.49 FEET 4) NORTHERLY ALONG A CURVE TO THE LEFT RADIUS 101.33 FEET, ARC 222.04 FEET, CHORD BEARING N14°54'33"E, 221.87 FEET TO THE SOUTHWEST CORNER OF LOT 104, WHISPERING TIMBER ESTATES; THENCE S89°50'08"E, 124.28 FEET TO THE SOUTHWEST CORNER OF LOT 104, WHISPERING TIMBER ESTATES; THENCE N07°04'22"W, 148.55 FEET TO THE NORTHEAST CORNER OF LOT 104, WHISPERING TIMBER ESTATES; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF CHOLS ROAD ALONG A CURVE TO THE LEFT RADIUS 532.31 FEET, ARC 125.27 FEET, CHORD BEARING N76°11'07"E, 124.98 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MOORE DRIVE; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY OF MOORE DRIVE ALONG THE FOLLOWING 3 COURSES: 1) S22°17'37"E, 65.36 FEET 2) SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 85.08 FEET, CHORD BEARING S29°03'54"E, 84.98 FEET TO THE NORTH CORNER OF LOT 2B, FAIR HILL ADDITION; THENCE S00°15'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 2B, FAIR HILL ADDITION; THENCE S89°47'29"E, 7.51 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF MOORE DRIVE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 34.70 FEET, CHORD BEARING S37°42'17"E, 34.70 FEET TO THE NORTHEAST CORNER OF LOT 70, WHISPERING TIMBER ESTATES; THENCE S21°09'58"W, 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES; THENCE S42°47'40"E, 84.41 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES; THENCE S50°40'58"E, 84.14 FEET TO THE SOUTHWEST CORNER OF LOT 65, WHISPERING TIMBER ESTATES; THENCE S57°53'19"E, 79.92 FEET TO THE SOUTHWEST CORNER OF LOT 64, WHISPERING TIMBER ESTATES; THENCE S59°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 63, WHISPERING TIMBER ESTATES; THENCE S28°44'24"E, 147.98 FEET TO THE NORTHEAST CORNER OF LOT 63, WHISPERING TIMBER ESTATES; THENCE S80°19'21"E, 147.98 FEET TO THE SOUTHWEST CORNER OF LOT 63, WHISPERING TIMBER ESTATES; THENCE S42°47'40"E, 147.98 FEET TO THE NORTHEAST CORNER OF LOT 63, WHISPERING TIMBER ESTATES; THENCE S37°42'17"E, 34.70 FEET TO THE SOUTHWEST CORNER OF LOT 62, WHISPERING TIMBER ESTATES; THENCE S27°27'22"W, 59.73 FEET TO THE NORTHEAST CORNER OF LOT 62, WHISPERING TIMBER ESTATES; THENCE S26°38'30"W, 63.23 FEET TO THE NORTHEAST CORNER OF LOT 62, WHISPERING TIMBER ESTATES; THENCE N59°11'30"W, 129.64 FEET TO THE NORTHEAST CORNER OF LOT 59, WHISPERING TIMBER ESTATES; THENCE N48°35'27"W, 59.53 FEET TO THE NORTHEAST CORNER OF LOT 58, WHISPERING TIMBER ESTATES; THENCE N37°27'22"W, 59.73 FEET TO THE NORTHEAST CORNER OF LOT 57, WHISPERING TIMBER ESTATES; THENCE N08°00'17"E, 83.03 FEET TO THE NORTHEAST CORNER OF LOT 56, WHISPERING TIMBER ESTATES; THENCE N23°11'30"W, 80.00 FEET TO THE NORTHEAST CORNER OF LOT 55, WHISPERING TIMBER ESTATES; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF CHOLS ROAD EAST ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 486.65 FEET, ARC 215.87 FEET, CHORD BEARING N00°15'54"E, 215.80 FEET TO THE NORTHEAST CORNER OF LOT 54, WHISPERING TIMBER ESTATES; THENCE S03°39'22"E, 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 54, WHISPERING TIMBER ESTATES; THENCE S81°03'30"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 53, WHISPERING TIMBER ESTATES; THENCE S70°29'14"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 52, WHISPERING TIMBER ESTATES; THENCE S59°54'58"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 51, WHISPERING TIMBER ESTATES; THENCE S49°20'44"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 50, WHISPERING TIMBER ESTATES; THENCE S42°20'13"E, 70.93 FEET TO THE SOUTHWEST CORNER OF LOT 49, WHISPERING TIMBER ESTATES; THENCE S42°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 48, WHISPERING TIMBER ESTATES; THENCE S42°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 47, WHISPERING TIMBER ESTATES; THENCE S00°15'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 2, WHISPERING TIMBER ESTATES REPLAT 6; THENCE N89°47'21"W, 41.36 FEET TO THE NORTHEAST CORNER OF LOT 123, WHISPERING TIMBER ESTATES; THENCE N07°12'39"E, 70.00 FEET TO THE NORTHEAST CORNER OF LOT 122, WHISPERING TIMBER ESTATES; THENCE N07°12'39"E, 70.00 FEET TO THE NORTHEAST CORNER OF LOT 2, WHISPERING TIMBER ESTATES REPLAT 6; THENCE N89°47'21"W, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 2, WHISPERING TIMBER ESTATES REPLAT 6; THENCE N89°47'21"W, 70.93 FEET TO THE NORTHEAST CORNER OF LOT 123, WHISPERING TIMBER ESTATES; THENCE N89°47'21"W, 41.36 FEET; THENCE N89°47'21"W, 185.41 FEET; THENCE S00°15'17"W, 130.10 FEET; THENCE S89°44'33"W, 272.88 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 480,300 SQUARE FEET.

**PARCEL "B" (LOT 2)**  
BEGINNING AT THE NORTHEAST CORNER OF LOT 106, WHISPERING TIMBER ESTATES; THENCE S00°15'30"E, 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT RADIUS 50.00 FEET, ARC 50.36 FEET, CHORD BEARING S87°07'11"W, 48.28 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES; THENCE N37°49'54"W, 157.01 FEET TO THE NORTHEAST CORNER OF LOT 107, WHISPERING TIMBER ESTATES; THENCE S00°15'30"E, 192.62 FEET TO THE SOUTHWEST CORNER OF LOT 108, WHISPERING TIMBER ESTATES; THENCE N48°29'54"W, 128.51 FEET TO THE NORTHEAST CORNER OF LOT 46, WHISPERING TIMBER ESTATES; THENCE N41°50'27"W, 88.28 FEET TO THE NORTHEAST CORNER OF LOT 45, WHISPERING TIMBER ESTATES; THENCE N20°42'07"W, 188.55 FEET TO THE NORTHEAST CORNER OF LOT 41, WHISPERING TIMBER ESTATES; THENCE S90°07'00"E, 418.40 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 80,524 SQUARE FEET.

DATE: \_\_\_\_\_ RONALD D. HILL NEBRASKA L.S. NO. 373

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, TODD A. SANTORO AND TON L. KAVALI SANTORO, AND GREGORY S. DENNIS AND SHERI E. DENNIS, AS THE TRUSTEES OF THE O & S DENNIS FAMILY TRUSTING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYORS CERTIFICATE AND EMBODIED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO A LOT TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS "WHISPERING TIMBER ESTATES REPLAT 7", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAY, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE INTENDED USES OF SAID INTERESTS HEREIN GRANTED, IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

TODD A. SANTORO TON L. KAVALI SANTORO GREGORY S. DENNIS SHERI E. DENNIS

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }  
COUNTY OF SARPY } ss  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TODD A. SANTORO AND TON L. KAVALI SANTORO, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

**COUNTY TREASURER'S CERTIFICATION**  
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE: \_\_\_\_\_  
COUNTY TREASURER: \_\_\_\_\_

**REVIEW BY SARPY COUNTY PUBLIC WORKS**  
THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

SARPY COUNTY SURVEYOR/ENGINEER

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }  
COUNTY OF SARPY } ss  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GREGORY S. DENNIS AND SHERI E. DENNIS, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

**APPROVAL OF BELLEVUE CITY COUNCIL**  
THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: CITY CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

SURVEY: DCH/AB  
DRAWING: FCH  
DATE: 08/10/2021  
BY: RJD  
08/11/2021

WHISPERING TIMBER ESTATES REPLAT 7  
SMALL SUBDIVISION PLAT  
NE 1/4 SEC. 23, T14N, R13E, OF THE 6th P.M.  
SARPY COUNTY, NEBRASKA.

HILL-FARRELL ASSOCIATES, INC.  
Land Surveyors  
1402 Hudson Lane Fairbury, NE 68009 (402) 251-6100



PROJECT NO.  
21/WHISPERING  
TIMBERS  
REPLAT 7

# Hill-Farrell Associates, Inc.

Land Surveyors  
Bellevue, Nebraska



July 22, 2021

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

RE: Santoro Rezoning – Whispering Timbers Estates

Dear Tammi:

Justification for the change of zoning for Whispering Timber Estates Replat 7 is to correct the zoning on a parcel which has been surrounded by Residential Development and allow for its inclusion with another Residential property and eliminate its current nonconforming zoning.

Best Regards,

Doug Hill  
HILL-FARRELL ASSOCIATES, INC.

RECEIVED  
JUL 22 2021  
PLANNING DEPT.

## Tammi Palm

---

**From:** Michelle Foss <MFoss@fontenelleforest.org>  
**Sent:** Thursday, August 26, 2021 7:58 AM  
**To:** Tammi Palm  
**Subject:** Cases# Z-2107-10, S-2107-19

Ms. Palm,

I have concerns regarding erosion and siltation as a result of removing zoning designations of AG and RE on these parcels of land, and the increased likelihood of development. Beginning in 2008, field studies were done by United States Army Corps of Engineers staff to complete a Section 22 report with Fontenelle Forest and City of Bellevue. It was determined that three basins (Childs Hollow, Mill Hollow and Coffin Springs) had seen increased erosion, and the City of Bellevue has suffered increased damage to stormwater infrastructure, due to development in the watersheds. The lots in the proposal drain directly into the Childs Hollow basin identified in the study. Our concerns are the potential for increased stormwater runoff due to loss of permeable surface/increased impermeable surface, and erosion and siltation from potential construction activities directly into Childs Hollow.

I am not against development, I just want to ensure that it is responsible and sustainable.

Thank you.

Sincerely,

Michelle Foss  
*Director of Resource Stewardship*



1111 Bellevue Blvd. North  
Bellevue, NE 68005  
Main Line: 402.731.3140  
Extension: 1036  
Fax: 402.731.2403  
Fontenelleforest.org



RECEIVED  
AUG 26 2021  
PLANNING DEPT.

## Tammi Palm

---

**From:** mkcurran0420 <mkcurran0420@gmail.com>  
**Sent:** Thursday, August 26, 2021 4:59 PM  
**To:** Tammi Palm  
**Subject:** Planning Commission Meeting 8/26/2021

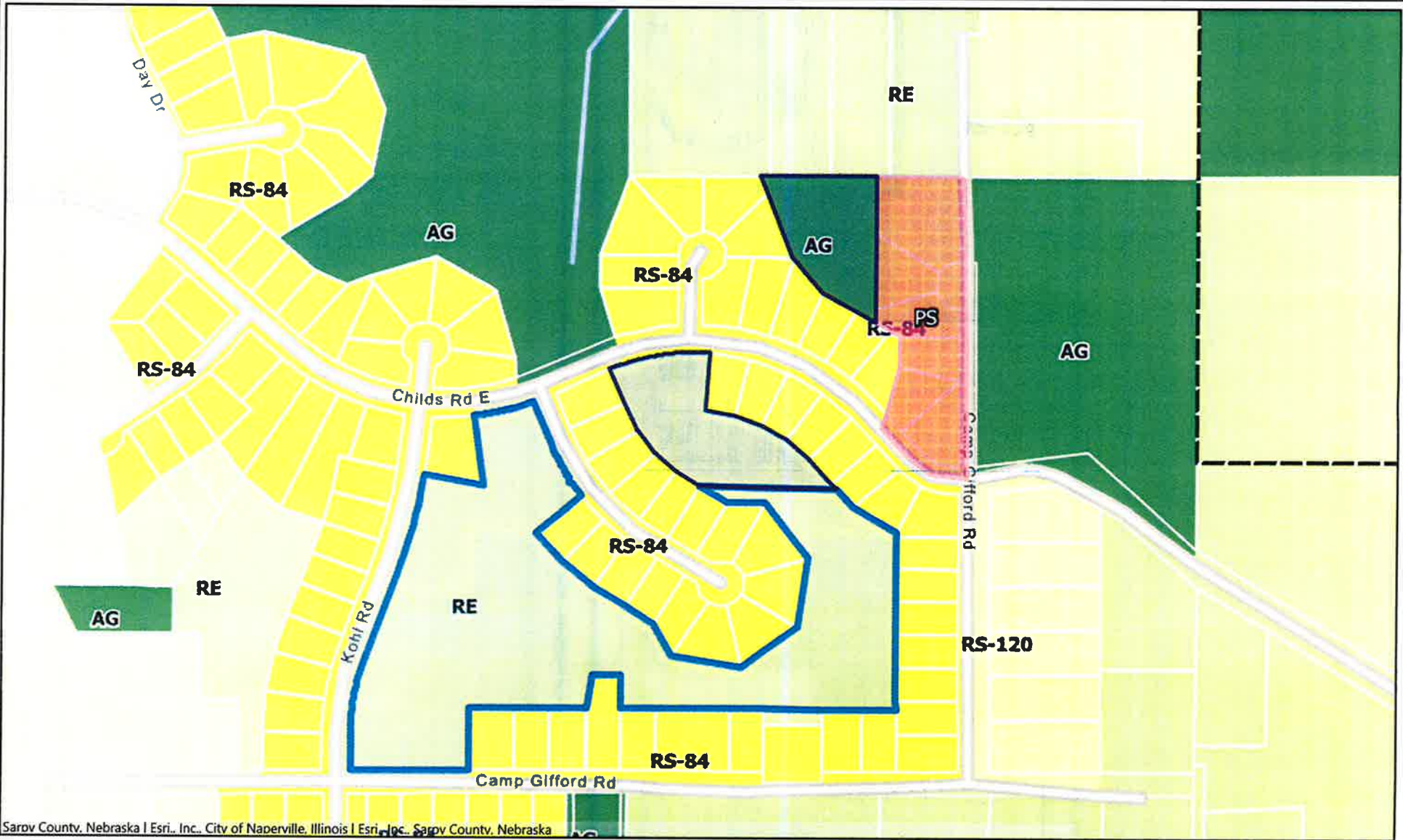
To members of the Bellevue Planning Commission:

I would like you to record my disagreement of the request to change the land in Lots 1 and 2 in Whispering Timbers Eastate to be changed from Agriculture to Residential.

The aesthetic of this neighborhood will be greatly reduced by changing this area. The land has been properly zoned for years and we see no reason that just 2 people in the neighborhood can change it. We would like to keep our neighborhood as is. If they would like a different neighborhood, they should move to a different neighborhood, not change the one we all love and enjoyed for years.

Matthew Curran  
Whispering Timbers Resident

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AUG 26 2021  
PLANNING DEPT.



Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



Map Scale 1: 4514

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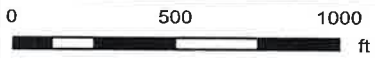


Notes





Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 9028

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Notes



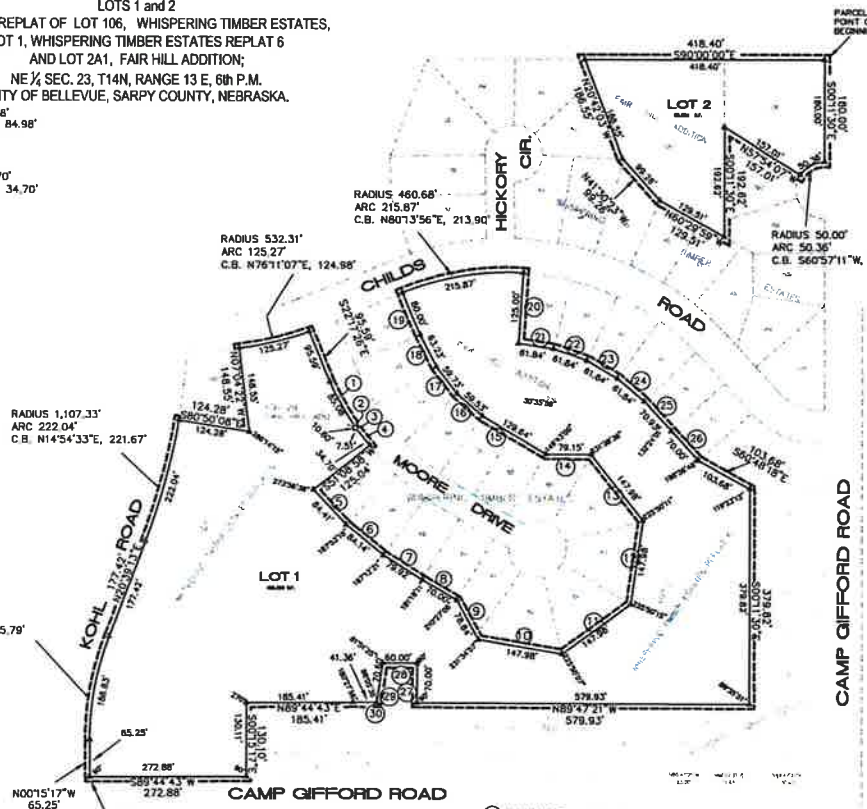
RECEIVED  
 AUG 13 2021  
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SURVEY DCP/AB  
 DRAWN PCH  
 DATE 08/18/2021  
 07/28/2021  
 08/18/2021

# WHISPERING TIMBER ESTATES REPLAT 7

LOTS 1 and 2  
 BEING A REPLAT OF LOT 106, WHISPERING TIMBER ESTATES,  
 LOT 1, WHISPERING TIMBER ESTATES REPLAT 6  
 AND LOT 2A1, FAIR HILL ADDITION;  
 NE 1/4 SEC. 23, T14N, RANGE 13 E, 6th P.M.  
 CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

- 1 RADIUS 486.65', ARC 85.08'  
CHORD BRNG S29°05'54"E, 84.98'
- 2 S00°11'54"E, 10.80'
- 3 S69°47'29"E, 7.51'
- 4 RADIUS 486.65', ARC 34.70'  
CHORD BRNG S37°42'17"E, 34.70'
- 5 S42°47'40"E, 84.41'
- 6 S50°40'58"E, 84.14'
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- 16 N48°35'27"W, 59.53'
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- 18 N26°36'30"W, 63.23'
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- 25 S42°20'13"E, 70.93'
- 26 S42°11'30"E, 70.00'



### SURVEYOR'S CERTIFICATE

RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "WHISPERING TIMBER ESTATES REPLAT 7", BEING A REPLAT OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6 AND LOT 2A1, FAIR HILL ADDITION AND LOT 106, WHISPERING TIMBER ESTATES, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A" (LOT 1)**  
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6, THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF MOORE DRIVE ALONG THE FOLLOWING 4 COURSES:  
 1.) N00°15'17"W, 65.25 FEET 2.) NORTHERLY ALONG A CURVE TO THE RIGHT RADIUS 511.87 FEET, ARC 186.83 FEET, CHORD BEARING N10°11'58"E, 185.79 FEET 3.) N00°15'17"E, 177.42 FEET 4.) NORTHERLY ALONG A CURVE TO THE LEFT RADIUS 1107.33 FEET, ARC 222.04 FEET, CHORD BEARING N14°54'33"E, 221.87 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE S00°05'05"E, 124.28 FEET TO THE SOUTHWEST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE N07°04'22"W, 148.55 FEET TO THE NORTHEAST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF CHILDS ROAD ALONG A CURVE TO THE LEFT RADIUS 532.31 FEET, ARC 125.27 FEET, CHORD BEARING N76°11'07"E, 124.88 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MOORE DRIVE, THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY OF MOORE DRIVE ALONG THE FOLLOWING 3 COURSES: 1.) S27°17'28"E, 95.58 FEET 2.) SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 85.08 FEET, CHORD BEARING S29°05'54"E, 84.98 FEET TO THE NORTH CORNER OF LOT 2B, FAIR HILL ADDITION, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 2B, FAIR HILL ADDITION, THENCE S69°47'29"E, 7.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOORE DRIVE, THENCE SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 34.70 FEET, CHORD BEARING S37°42'17"E, 34.70 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S42°47'40"E, 84.41 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S50°40'58"E, 84.14 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S57°53'19"E, 79.92 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S59°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S28°44'24"E, 78.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N07°04'22"W, 148.55 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N37°49'54"W, 147.98 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N89°28'30"W, 79.15 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N59°11'30"W, 129.64 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N48°35'27"W, 59.53 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N37°27'22"W, 59.73 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N26°36'30"W, 63.23 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N23°11'30"W, 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S03°39'22"W, 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S81°03'30"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S70°29'14"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S59°54'58"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S49°20'44"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S42°20'13"E, 70.93 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S42°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S03°39'22"W, 125.00 FEET TO THE POINT OF BEGINNING, DECIDED TRACT CONTAINS 486,524 SQUARE FEET.

**PARCEL "B" (LOT 2)**  
 BEGINNING AT THE NORTHEAST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT RADIUS 50.00 FEET, CHORD BEARING S80°37'11"W, 46.26 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE N37°49'54"W, 147.98 FEET TO THE NORTHWEST CORNER OF LOT 107, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE N07°04'22"W, 148.55 FEET TO THE NORTHWEST CORNER OF LOT 46, WHISPERING TIMBER ESTATES, THENCE N42°30'27"W, 98.26 FEET TO THE NORTHWEST CORNER OF LOT 45, WHISPERING TIMBER ESTATES, THENCE N02°42'03"W, 188.55 FEET TO THE NORTHWEST CORNER OF LOT 41, WHISPERING TIMBER ESTATES, THENCE S00°05'05"E, 124.28 FEET TO THE POINT OF BEGINNING, DECIDED TRACT CONTAINS 80,524 SQUARE FEET.

DATE: \_\_\_\_\_  
 RONALD D. HILL NEBRASKA L.S. NO. 373

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, TODD A. SANTORO AND TONI L. KAVAJI SANTORO, AND GREGORY S. DENNIS AND SHERI E. DENNIS, AS THE TRUSTEES OF THE G & S DENNIS FAMILY TRUSTING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO A LOT TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "WHISPERING TIMBER ESTATES REPLAT 7", AND WE DO HEREBY RAFFIRY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, AND PERMANENT BULKHEADS, TREES, RETAINING WALLS OR LOGS/ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE RIGHTS HEREBY GRANTED. IN WITNESS WHEREOF, WE HEREBY SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

TODD A. SANTORO TONI L. KAVAJI SANTORO GREGORY S. DENNIS SHERI E. DENNIS

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }  
 COUNTY OF SARPY } SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TODD A. SANTORO AND TONI L. KAVAJI SANTORO, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

DATE: \_\_\_\_\_ NOTARY PUBLIC

### COUNTY TREASURER'S CERTIFICATION

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

DATE: \_\_\_\_\_  
 COUNTY TREASURER

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

SARPY COUNTY SURVEYOR/ENGINEER

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }  
 COUNTY OF SARPY } SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GREGORY S. DENNIS AND SHERI E. DENNIS, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

DATE: \_\_\_\_\_ NOTARY PUBLIC

### APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

BELLEVUE PLANNING COMMISSION

### APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

WHISPERING TIMBER ESTATES REPLAT 7  
 SMALL SUBDIVISION PLAT  
 NE 1/4 SEC. 23, T14N, R13E, OF THE 6TH P.M.  
 SARPY COUNTY, NEBRASKA.

HILL-FARRELL ASSOCIATES, INC.  
 Land Surveyors  
 14402 Maple Lane Road Bellevue, NE 68005 (402) 281-9100



PROJECT NO.  
 21/WHISPERING  
 TIMBER  
 REPLAT 7

ORDINANCE NO. 4056

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 HICKORY CIRCLE AND CHILDS ROAD EAST, 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, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timbers Estates, Lot 1, Whispering Timber Estates Replat 6, and Lots 2A1, Fair Hill Addition, all located in the Northeast 1/4 of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RE (Residential Estates) to RE (Residential Estates); AND

Lot 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timbers Estates, Lot 1, Whispering Timber Estates Replat 6, and Lots 2A1, Fair Hill Addition, all located in the Northeast 1/4 of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) and RS-84-PS (Single Family Residential – 8400 Square Foot Zone – Planned Subdivision) to RS-84-PS (Single Family Residential – 8400 Square Foot Zone-Planned Subdivision)

(Todd Santoro)

Section 2. This ordinance shall not take effect until such time as the final plat of Whispering Timber Estates Replat 7 is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 09/07/2021  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

## Susan Kluthe

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**From:** William Danskine <usafmoose@gmail.com>  
**Sent:** Saturday, September 18, 2021 5:20 PM  
**To:** Susan Kluthe  
**Subject:** Rezoning Case Z-2107-10 and/or S-2107-19

City of Bellevue, Planning Department  
Attn: Susan Kluthe

My name is William B. Danskine, owner of Lot 80 Whispering Timber Estates (902 Kohl Rd). I am hesitant to support rezoning Lots 1 and 2, Whispering Timber Estates. My home is across the street from the current green space of Lot 1. I enjoy the views and the wildlife this space supports. I anticipate any change to this green space would have a negative impact on the value of my property (both aesthetically and financially). I am as yet unaware of Mr. Santoro's intentions for this rezoning of Lot 1, and am therefore hesitant to support such a rezoning.

Thank you.  
Wm. B Danskine

RECEIVED  
SEP 20 2021  
CITY CLERK

## Susan Kluthe

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**From:** GARY slow <JACOBS18170@msn.com>  
**Sent:** Tuesday, September 21, 2021 11:31 AM  
**To:** Susan Kluthe  
**Subject:** City council public hearing case # z-2107-10, s-2107-19

We own property at 1411 Childs Road East, immediately adjacent to replat of lot 1.

Due to short notice, unable to attend meeting in person. Please ensure following comments are provided to city council for their consideration and action.

We were one of the first buyers in the development in Whispering Timber Estates. Prior to purchasing the lot at 1411 Childs Road East, we were promised by the developer that the area next to our lot, would remain common area and not be developed. Once all of his lots were sold, he reneged on his promises and attempted to develop the common areas. We, and members of the neighborhood, obtained an attorney and successfully blocked the development of the promised common areas.

Round 2: Whispering Timbers area was annexed by city of Bellevue. Again, an attempt was made to develop some of the common areas. Again, were successful in blocking this request. Were able to maintain the common areas as promised in the development.

Round 3: Another attempt to replat the common areas. We are not sure of what the final objective is of the owner, Todd Santoro, but he is a real estate developer and, although he has not stated that he plans to attempt to redevelop this area, we are still greatly concerned about any and all future attempts.

Bottom line: How long is the attempted replating going to go on? It seems that first the original developer, then the city of Bellevue, are and will continue to attempt redevelopment of these common areas (I assume, for the tax revenue). How can we be assured that the promises made, time after time, will not be violated? When will the controller of the common areas, honor their promises not to develop the common areas?

Of particular concern, is the common area, adjacent to 1411 Childs Road East (south of 1411) it is not suitable for any development. In order for any development to occur, due to the steep hill, on the northwest side of the lot, would have to be totally excavated, destroying all the trees and ground cover. The aesthetics of trees and areas available for wild live was, and is the primary reason we, along with the other home owners, invested in this area. Any of the attempted development of the promised common areas would completely change this area, result in degradation of property values, and decimate the area.

City Council members: Please disapprove the above request for the afore mentioned issues.

Thank you

Gary & Kathleen Jacobs  
property owners of 1411 Childs Road east

our address: 18170 West Forest Drive  
Monument, Colorado 80132

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SEP 21 2021  
CITY CLERK

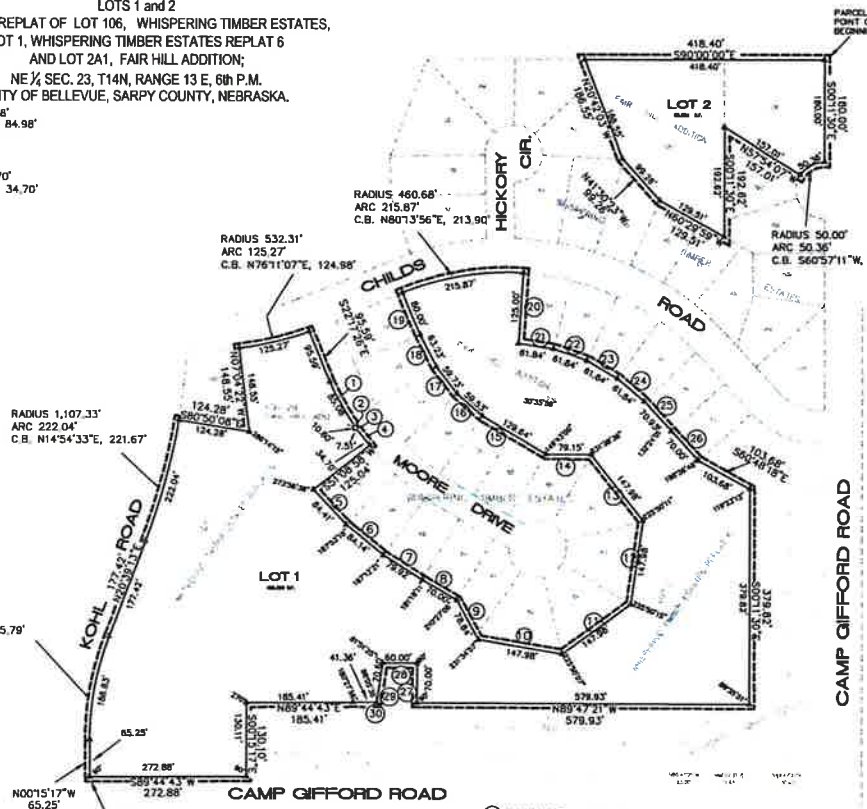
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 PLANNING DEPT.

SURVEY DCP/AB  
 DRAWN PCH  
 DATE 08/18/2021  
 07/28/2021  
 08/18/2021

# WHISPERING TIMBER ESTATES REPLAT 7

LOTS 1 and 2  
 BEING A REPLAT OF LOT 106, WHISPERING TIMBER ESTATES,  
 LOT 1, WHISPERING TIMBER ESTATES REPLAT 6  
 AND LOT 2A1, FAIR HILL ADDITION;  
 NE 1/4 SEC. 23, T14N, RANGE 13 E, 6th P.M.  
 CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

- 1 RADIUS 486.65', ARC 85.08'  
CHORD BRNG S29°05'54"E, 84.98'
- 2 S00°11'54"E, 10.80'
- 3 S69°47'29"E, 7.51'
- 4 RADIUS 486.65', ARC 34.70'  
CHORD BRNG S37°42'17"E, 34.70'
- 5 S42°47'40"E, 84.41'
- 6 S50°40'58"E, 84.14'
- 7 S57°53'19"E, 79.92'
- 8 S59°11'30"E, 70.00'
- 9 S28°44'24"E, 78.84'
- 10 S80°19'21"E, 147.88'
- 11 N51°50'32"E, 147.98'
- 12 N08°00'17"E, 147.98'
- 13 N37°49'54"W, 147.98'
- 14 N89°28'30"W, 79.15'
- 15 N59°11'30"W, 129.64'
- 16 N48°35'27"W, 59.53'
- 17 N37°27'22"W, 59.73'
- 18 N26°36'30"W, 63.23'
- 19 N23°11'30"W, 80.00'
- 20 S03°39'22"W, 125.00'
- 21 S81°03'30"E, 61.84'
- 22 S70°29'14"E, 61.84'
- 23 S59°54'58"E, 61.84'
- 24 S49°20'44"E, 61.84'
- 25 S42°20'13"E, 70.93'
- 26 S42°11'30"E, 70.00'



### SURVEYOR'S CERTIFICATE

RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "WHISPERING TIMBER ESTATES REPLAT 7", BEING A REPLAT OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6 AND LOT 2A1, FAIR HILL ADDITION AND LOT 106, WHISPERING TIMBER ESTATES, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A" (LOT 1)**  
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6, THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF MOORE DRIVE ALONG THE FOLLOWING 4 COURSES:  
 1.) N00°15'17"W, 65.25 FEET 2.) NORTHERLY ALONG A CURVE TO THE RIGHT RADIUS 511.87 FEET, ARC 186.83 FEET, CHORD BEARING N10°11'58"E, 185.79 FEET 3.) N00°15'17"W, 177.42 FEET 4.) NORTHERLY ALONG A CURVE TO THE LEFT RADIUS 1107.33 FEET, ARC 222.04 FEET, CHORD BEARING N14°54'33"E, 221.87 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE S00°05'05"E, 124.28 FEET TO THE SOUTHWEST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE N07°04'22"W, 148.55 FEET TO THE NORTHEAST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF CHILDS ROAD ALONG A CURVE TO THE LEFT RADIUS 532.31 FEET, ARC 125.27 FEET, CHORD BEARING N76°11'07"E, 124.88 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MOORE DRIVE, THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY OF MOORE DRIVE ALONG THE FOLLOWING 3 COURSES: 1.) S27°17'28"E, 95.58 FEET 2.) SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 85.09 FEET, CHORD BEARING S29°05'54"E, 84.98 FEET TO THE NORTH CORNER OF LOT 2B, FAIR HILL ADDITION, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 2B, FAIR HILL ADDITION, THENCE S69°47'29"E, 7.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOORE DRIVE, THENCE SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 34.70 FEET, CHORD BEARING S37°42'17"E, 34.70 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S31°08'56"W, 125.04 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S42°47'40"E, 84.41 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S50°40'58"E, 84.14 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S57°53'19"E, 79.92 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S59°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S28°44'24"E, 78.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N07°04'22"W, 148.55 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S00°05'05"E, 124.28 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N07°04'22"W, 147.88 FEET TO THE NORTHEAST CORNER OF LOT 63, WHISPERING TIMBER ESTATES, THENCE N37°27'22"W, 59.73 FEET TO THE NORTHEAST CORNER OF LOT 62, WHISPERING TIMBER ESTATES, THENCE N03°39'22"W, 125.00 FEET TO THE NORTHEAST CORNER OF LOT 58, WHISPERING TIMBER ESTATES, THENCE N03°39'22"W, 125.00 FEET TO THE NORTHEAST CORNER OF LOT 58, WHISPERING TIMBER ESTATES, THENCE S03°39'22"W, 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 54, WHISPERING TIMBER ESTATES, THENCE S81°03'30"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 53, WHISPERING TIMBER ESTATES, THENCE S70°29'14"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 53, WHISPERING TIMBER ESTATES, THENCE S59°54'58"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 51, WHISPERING TIMBER ESTATES, THENCE S49°20'44"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 49, WHISPERING TIMBER ESTATES, THENCE S42°20'13"E, 70.93 FEET TO THE SOUTHWEST CORNER OF LOT 48, WHISPERING TIMBER ESTATES, THENCE S42°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 48, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 112, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 112, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE NORTHEAST CORNER OF LOT 121, WHISPERING TIMBER ESTATES, THENCE N07°04'22"W, 147.88 FEET TO THE NORTHEAST CORNER OF LOT 2, WHISPERING TIMBER ESTATES REPLAT 6, THENCE S08°21'14"W, 70.60 FEET TO THE NORTHEAST CORNER OF LOT 123, WHISPERING TIMBER ESTATES, THENCE N89°47'21"W, 41.36 FEET, THENCE N89°47'21"W, 185.41 FEET, THENCE S00°15'17"E, 132.10 FEET, THENCE S89°44'43"W, 272.88 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 480.524 SQUARE FEET.

**PARCEL "B" (LOT 2)**  
 BEGINNING AT THE NORTHEAST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT RADIUS 50.00 FEET, CHORD BEARING S80°37'11"W, 46.26 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE N37°54'07"W, 157.01 FEET TO THE NORTHWEST CORNER OF LOT 107, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 108, WHISPERING TIMBER ESTATES, THENCE N07°04'22"W, 148.55 FEET TO THE NORTHEAST CORNER OF LOT 46, WHISPERING TIMBER ESTATES, THENCE N47°02'27"W, 98.26 FEET TO THE NORTHWEST CORNER OF LOT 45, WHISPERING TIMBER ESTATES, THENCE N02°42'03"W, 188.55 FEET TO THE NORTHEAST CORNER OF LOT 41, WHISPERING TIMBER ESTATES, THENCE S00°05'05"E, 124.28 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 80.524 SQUARE FEET.

DATE: RONALD D. HILL NEBRASKA L.S. NO. 373

### DEDICATION

I, TODD A. SANTORO AND TONI L. KAVAJI SANTORO, AND GREGORY S. DENNIS AND SHERI E. DENNIS, AS THE TRUSTEES OF THE G & S DENNIS FAMILY TRUSTING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO A LOT TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "WHISPERING TIMBER ESTATES REPLAT 7", AND WE DO HEREBY RAFFIRY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEIPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEIPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, AND PERMANENT BULKHEADS, TREES, RETAINING WALLS OR LOGS, ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE RIGHTS HEREBY GRANTED. IN WITNESS WHEREOF, WE HEREBY SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

TODD A. SANTORO TONI L. KAVAJI SANTORO GREGORY S. DENNIS SHERI E. DENNIS

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA } SS  
 COUNTY OF SARPY }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TODD A. SANTORO AND TONI L. KAVAJI SANTORO, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

DATE: \_\_\_\_\_ NOTARY PUBLIC

### COUNTY TREASURER'S CERTIFICATION

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

DATE: \_\_\_\_\_ COUNTY TREASURER

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

SARPY COUNTY SURVEYOR/ENGINEER

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA } SS  
 COUNTY OF SARPY }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GREGORY S. DENNIS AND SHERI E. DENNIS, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

DATE: \_\_\_\_\_ NOTARY PUBLIC

### APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

BELLEVUE PLANNING COMMISSION

### APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

WHISPERING TIMBER ESTATES REPLAT 7  
 SMALL SUBDIVISION PLAT  
 NE 1/4 SEC. 23, T14N, R13E, OF THE 6TH P.M.  
 SARPY COUNTY, NEBRASKA.

HILL-FARRELL ASSOCIATES, INC.  
 Land Surveyors  
 14402 Maple Lane Road Bellevue, NE 68005 (402) 281-9100



PROJECT NO. 21/WHISPERING TIMBER ESTATES REPLAT 7

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12e.  
9/21/2021

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Ashley Decker		HR Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>			

SUBJECT:

Compensation Ordinance

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect pay ranges for employees of the City that are covered under approved collective bargaining agreements and those positions that are unclassified. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. This change is due to recent bargaining with various unions for new collective bargaining agreements that added or removed positions, as well as removal of the grading system of classifications.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4057

ATTACHMENTS:

- |                         |                         |                         |
|-------------------------|-------------------------|-------------------------|
| 1. Ordinance No. 4057   | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. B. [Signature]*  
*[Signature]*  
*[Signature]*

ORDINANCE NO. 40574038

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 40383997; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Grade</u>	<u>Range</u>
<u>As established in Contract</u>		<u>By Contract</u>
<u>2</u>		<u>By Contract</u>
<u>3</u>		<u>By Contract</u>
<u>4</u>		<u>By Contract</u>
<u>5</u>		<u>By Contract</u>
<u>6</u>		<u>By Contract</u>
<u>7</u>		<u>By Contract</u>
<u>8</u>		<u>By Contract</u>
<u>9</u>		<u>By Contract</u>
<u>10</u>		<u>By Contract</u>
<u>11</u>		<u>By Contract</u>
<u>12</u>		<u>By Contract</u>
<u>13</u>		<u>By Contract</u>

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
<u>As established in Contract</u>	<u>By Contract</u>
<u>14</u>	<u>By Contract</u>
<u>15</u>	<u>By Contract</u>
<u>16</u>	<u>By Contract</u>
<u>17</u>	<u>By Contract</u>
<u>18</u>	<u>By Contract</u>
<u>19</u>	<u>By Contract</u>
<u>20</u>	<u>By Contract</u>

Section 2. Appointed Officials Range (monthly)  
City Administrator By Contract  
City Clerk \$5,665 - \$8,164

Treasurer \$305 - \$385

Section 2a. Unclassified Range (monthly)

Ambulance Billing Account Manager	\$4,980 - \$6,684
Assistant City Attorney	\$ 6,848 - \$10,119
<del>Assistant Police Chief</del>	<del>\$ 7,823 - \$ 9,916</del>
City Attorney	\$8,750 - \$11,364
Community Development Director	By Contract
<u>Community Relations Media Coordinator</u>	<u>\$5,866 - \$7,925</u>
Acctg, Reporting & Compliance Manager	\$6,458 - \$ 9,032
Deputy Director Parks & Rec	\$ 5,935 - \$ 8,642
Finance Director	\$7,942 - \$ 11,248
Fire Chief	\$8,304 - \$ 11,534
Human Resources <del>Coordinator</del> <u>Generalist</u>	\$4,241 - \$ 6,488
Human Resources Director	\$7,108 - \$ 10,662
<del>Human Services Manager</del>	<del>\$ 4,489 - \$ 6,053</del>
Manager of Engineering Services	\$7,353 - \$ 10,057
Library Director	\$7,190 - \$ 9,887
Planning Manager	\$6,315 - \$ 8,693
Police Chief	\$8,708 - \$12,012
Public Works Director	\$8,538 - \$11,813
Public Works Engineer II	\$6,238 - \$8,791
Risk Manager	\$5,562 - \$7,498

Section 2b. Unclassified Range (hourly)

CATV Specialist	\$22.09 - \$30.38
Executive Secretary	<del>\$25.09 23.24</del> - <del>\$33.26 31.66</del>
Emergency Medical Services Supervisor	\$40.16 - \$51.56
<u>Human Resources Assistant</u>	<u>\$22.60 - \$30.61</u>
Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$ 10,482

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>			
\$9.00	\$9.25	\$9.50	\$9.75	\$10.00			
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>			
\$10.25	\$10.50	\$10.75	\$11.00	\$11.25			
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>			
\$11.50	\$11.75	\$12.00	\$12.25	\$12.50			
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>			
\$12.75	\$13.00	\$13.25	\$13.50	\$13.75			
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>			
\$14.00	\$14.25	\$14.50	\$14.75	\$15.00			
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	<u>D-1</u>	<u>E-1</u>	<u>F-1</u>	
\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

<u>Unclassified Part-Time Positions</u>	<u>Range (hourly)</u>
Part-Time Administrative Intern Position:	\$9.00 to \$12.00

Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)

<u>Job Classification</u>	<u>Range (hourly)</u>
Firefighters	By Contract

Section 8. That Ordinance 3997 is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Police Department		Legal
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>	

SUBJECT:

An ordinance to amend Article I, Chapter 20 of the Bellevue Municipal Code by adding new sections 20-15 through 20-20 regarding additional offenses and to provide an effective date.

SYNOPSIS/BACKGROUND:

After review of Chapter 19, several code violations made more sense to be included in Chapter 20 for offenses that can be cited by the police and enforceable by the police department given the nature of the violation and enforceability of the same. The corresponding codes in Chapter 19 are subject to repeal by different ordinance.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve ordinance to amend Article I, Chapter 20 of the Bellevue Municipal Code which adds new sections 20-15 through 20-20 regarding additional offenses.

ATTACHMENTS:

1. Ordinance 4058 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bry...*  
*[Signature]*  
*[Signature]*

ORDINANCE NO. 4058

AN ORDINANCE TO AMEND ARTICLE I, CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE BY ADDING NEW SECTIONS §20-15 THROUGH §20-20 REGARDING ADDITIONAL OFFENSES AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Sections §20-15 through §20-20 of Chapter 20, Article I of the Bellevue Municipal Code is hereby added to read as follows:

§20-15 HORNS, SIGNALING DEVICES, DRUMS, RADIOS, PHONOGRAPHS, ETC.

It shall be unlawful to do any of the following:

- (A) Sound any horn, drum or signaling device which creates any unreasonably loud or harsh sound and the sounding of any such device, horn or drum is for any unnecessary and unreasonable period of time. This section shall not apply to:
  - (1) The use of any such signaling device or horn as a danger warning,
  - (2) The use of any such signaling device or horn during the participation of a sporting event or other school function if being used in connection with the operations of the sporting event or school function,
  - (3) The use of any horn, whistle or other device operated by engine exhaust, or
  - (4) The use of any such signaling device when traffic is for any reason held up.
- (B) To use, operate or permit to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vicinity, vehicle or chamber in which such machine or device is operated and who are voluntarily listeners thereto.
- (C) To operate any such horn, drum, signaling device, radio, musical instrument, phonograph, or other machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article.
- (D) Waiver.
  - (1) This section shall not apply when:
    - i. The city council finds and declares that it is in the best interests of the general public and welfare that subsection (A), (B) and/or (C) be waived after proper consideration of the facts and circumstances surrounding certain events to be held at public-use facilities,
    - ii. The city council waives the above provisions so as to permit the use, operation, or playing of any such radio receiving set, musical instrument, phonograph, or other machine or device for the production of sound at any fully enclosed, public-use facility during the hour from 11:00 p.m. to 12:00

- a.m. (midnight); upon the application and approval of any eligible organization or individual,
- iii. Application is made by any individual or organization for the use of a city-owned facility and said waiver and application is submitted to the city clerk and after being scheduled to be heard during a regularly scheduled city council meeting, the city council determines whether or not it is in the general public interest to grant the said one-hour waiver.

#### §20-16 YELLING, SHOUTING, ETC.

It shall be unlawful to yell, shout, hoot, whistle or sing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place so as to annoy or disturb the quiet comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence or of any persons in the vicinity.

#### §20-17 EXHAUSTS, BLOWERS, DEFECT IN VEHICLE, LOAD, ETC.

It shall be unlawful to:

- (A) discharge into the open air the exhaust of any steam engine, stationary internal combustion engine, motor boat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom,
- (B) to use any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- (C) to operate any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.

#### §20-18 BUILDING CONSTRUCTION, REPAIR

It shall be unlawful to erect (including excavation), demolish, alter, or repair any building other than between the hours of 7:00 a.m. and 6:00 p.m. on week days, except in case of urgent necessity in the interest of public health and safety. If building construction as outlined above occurs outside of the specified hours, it shall only be allowed with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the

permit for the work is awarded or during the progress of the work. Showing a valid permit is an affirmative defense to a violation under this section.

§20-19 PILE DRIVERS, HAMMERS, ETC.

It shall be unlawful to operate between the hours of 10:00 p.m. and 7:00 a.m. any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.

§20-20 OBSTRUCTING DRIVEWAYS, ALLEYS, SIDEWALKS, ETC.

It shall be unlawful to interfere with, obstruct, stop, or stand on any public right-of-way, public or private street, alley, highway, sidewalk, driveway, stream, ditch or drainage:

- (A) In any manner that would interfere with ingress or egress of said public right-of-way, public or private street, alley, highway, sidewalk, driveway, stream, ditch or drainage,
- (B) Within two feet of either side of the opening of a private driveway, public driveway or established alley,
- (C) Within any intersection of a street, highway, roadway or sidewalk area in any manner which interferes with the use thereof by the public.

The restrictions in this section shall not apply to city and welfare departments engaged in the interest of public safety and emergency, obstructions during public events such as parades wherein a street or sidewalk is closed for such event.

**Section 2.** This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST:

\_\_\_\_\_  
Mayor, Rusty Hike

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

APPROVED AS TO FORM:

First Reading: 09/21/2021  
 Second Reading: \_\_\_\_\_  
 Third Reading: \_\_\_\_\_

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13b.  
09/21/2021

COUNCIL MEETING DATE: 09/21/2021	SUBMITTED BY: Police Department	Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

SUBJECT:

An ordinance to repeal Article VI, Chapter 19 of the Bellevue Municipal Code regarding noise control and to provide an effective date.

SYNOPSIS/BACKGROUND:

After review of this Article by the legal department and the police department, the sections contained in Article VI, Chapter 19 make more sense as enforceable offenses under Chapter 20 of the City Code rather than in Chapter 19 due to the nature of the code violations and the enforceability of the same. Many of the items repealed herein will be remodeled and contained in Chapter 20.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve ordinance repealing Article VI, Chapter 19 of the Bellevue Municipal Code regarding noise control.

ATTACHMENTS:

1. Ordinance 1059	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bruce Phillips*  
*[Signature]*  
*[Signature]*

ORDINANCE NO. 4059

AN ORDINANCE TO REPEAL ARTICLE VI, CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE REGARDING NOISE CONTROL AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Sections 19-70 through 19-82 of Chapter 19 Article VI of the Bellevue Municipal Code which read as follows are hereby repealed and shall be “reserved” for future use.

§ 19-70 PROHIBITED GENERALLY; DECLARATION OF NUISANCE.

Notwithstanding sections 19-2 and 19-3, it shall be unlawful and a public nuisance for any person to make, continue or cause to be made or continued within the city’s zoning jurisdiction, any loud, unnecessary or unusual noise, or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city’s zoning jurisdiction.

§ 19-71 ENUMERATION.

The acts described in this article, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Code, but such enumeration shall not be deemed to be exclusive.

§ 19-72 HORNS, SIGNALING DEVICES.

The following shall be deemed a violation of the provisions of this article:

- (A) The sounding of any horn or signaling device on any automobile, motorcycle, street car or other vehicle on any street or public place, except as a danger warning.
- (B) The creation by means of any such signaling device of any unreasonably loud or harsh sound and the sounding of any such device for any unnecessary and unreasonable period of time.
- (C) The use of any signaling device except one operated by hand or electricity.
- (D) The use of any horn, whistle or other device operated by engine exhaust.
- (E) The use of any such signaling device when traffic is for any reason held up.

§ 19-73 RADIOS, PHONOGRAPHS, ETC.

(A) Prohibitions. The following shall be deemed a violation of the provisions of this article:

- (1) The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntarily listeners thereto.
- (2) The operation of any such radio, musical instrument, phonograph, or other machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article.

(B) Waiver.

- (1) Provided, however, that the city council hereby finds and declares that it is in the best interests of the general public and welfare that subsection (A) be waived from time to time upon proper consideration of the facts and circumstances surrounding certain events to be held at public-use facilities.
- (2) The city council may waive the above provisions so as to permit the use, operation, or playing of any such radio receiving set, musical instrument, phonograph, or other machine or device for the production of sound at any fully enclosed, public-use facility during the hour from 11:00 p.m. to 12:00 a.m. (midnight); upon the application of any eligible organization or individual.
- (3) At such time as any individual or organization makes application for the use of a city-owned facility, the application shall specify whether such waiver is requested. As to any other public use facility, the application for a waiver may be made to the city clerk. At the next occurring regularly scheduled city council meeting, the city council shall consider the application and the relevant surrounding facts and circumstances and shall determine whether or not it is in the general public interest to grant the said one-hour waiver.
- (4) The relevant surrounding facts and circumstances upon which such determination shall be based shall include (but not be limited to) the following items:
  - a) If an organization, the nature and purpose of the organization;
  - b) The purpose of the function for which the waiver is requested; and
  - c) The prior experience of the city in its contacts and dealings with the requesting individual or organization.

§ 19-74 RESERVED.

§ 19-75 YELLING, SHOUTING, ETC.

Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place so as to annoy or disturb the quiet comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence or of any persons in the vicinity shall be deemed a violation of the provisions of this article.

§ 19-76 ANIMALS, BIRDS, ETC.

The keeping of any animal or bird, which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity shall be deemed to be a violation of the provisions of this article.

(Ord. 3193, § 1, passed 2-25-2002; Ord. 3387, § 1(19-76), passed 10-24-2005)

§ 19-77 EXHAUSTS.

The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor boat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom shall be deemed a violation of the provisions of this article.

§ 19-78 DEFECT IN VEHICLE, LOAD.

The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise shall be a violation of the provisions of this article.

§ 19-79 BUILDING CONSTRUCTION, REPAIR.

The erection (including excavating), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on week days, except in case of urgent necessity in the interest of public health and safety, shall be deemed a violation of the provisions of this article. Such construction or repair shall be allowed only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

§ 19-80 DRUMS.

The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale shall be deemed a violation of the provisions of this article.

§ 19-81 PILE DRIVERS, HAMMERS, ETC.

The operation between the hours of 10:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise shall be deemed a violation of the provisions of this article.

§ 19-82 BLOWERS.

The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise, shall be deemed a violation of the provisions of this article.

**Section 2.** This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST:

\_\_\_\_\_  
Mayor, Rusty Hike

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

APPROVED AS TO FORM:

First Reading: 09/21/2021  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/21/2021	SUBMITTED BY: Mike Christensen	Permits and Inspections
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

SUBJECT:

amendments to the plumbing license ordinance

SYNOPSIS/BACKGROUND:

Bring the plumbing license ordinance in line with other trade licenses in our ordinances, by allowing the Building Official to accept a passed examination/test equivalent to that required by this division, along with the applicant's currently in effect issued license to such applicant from a competent jurisdiction outside the jurisdiction of this city. In addition, when an applicant for a plumbing license has failed to pass the examination based on the minimum acceptable score, the applicant may apply to the Permits and Inspections Department for re-examination any time, rather than have to wait for the expiration of three calendar months.

FISCAL IMPACT:  BUDGETED FUNDS?: NO  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED: NO

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

1. amended ordinance 1040  2.  3.

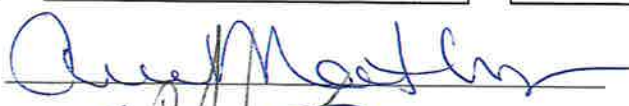
4.  5.  6.


SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





ORDINANCE NO. 4060

AN ORDINANCE TO AMEND ARTICLE II, CHAPTER 27, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 27-27, SECTION 27-28, AND SECTION 27-34 REGARDING APPLICATION FOR PLUMBING LICENSES AND EXAMINATION REQUIREMENTS AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Section 27-27 of Chapter 27, Article II of the Bellevue Municipal Code is hereby amended to read as follows:

**Section §27-27 APPLICATION**

(A) Each applicant for a license required by the preceding section shall make application to the Permits and Inspections Department on blank forms prepared and furnished by such department and indicating thereon whether the application is for a master plumber or a journeyman plumber license.

(B) Examination. Application for Plumbing examinations will be administered by an authorized testing agency, the applications for said examination shall be provided by the Permits and Inspections Department, and the applicant must provide proof of the following:

(1) A journeyman plumber must have a minimum of three years' practical work experience as an apprentice and pass the journeyman test with a minimum grade of 70 percent. An apprentice is a person other than a licensee who is engaged in the learning of the plumbing trade through practical work experience under a licensed master plumbing contractor. A plumbing apprentice shall be employed full-time under the supervision and guidance of a master plumbing contractor and shall be exempt from examination during the period and time said license is in effect. Plumbing apprentice licenses are established to provide individuals with the ability to pursue time and grade criteria for future licensing. Formal education accrued from an approved educational institution may be submitted for consideration by the building official towards the practical work experience requirement for the journeyman license.

(2) A master plumber (contractor) must have a minimum of three years practical work experience as an apprentice, or the equivalent in formal education approved by the building official, and a minimum of three years practical work experience as a licensed journeyman and pass the written test with a minimum grade of 70 percent.

**Section 2.** That Section 27-28 of Chapter 27, Article II of the Bellevue Municipal Code is hereby amended to read as follows:

**Section §27-28 EXAMINATION – REQUIRED**

(A) Each applicant for a license required by this division of the Code shall appear before the Permits and Inspections Department, voluntarily or upon notice from the Permits and Inspections Department, and submit to examination and testing of his/her education and competency, as may be required by such department.

(B) In lieu of the examination and testing of education referenced in (A) above, an applicant for a license under the provisions of this section may submit to the Permits and Inspections Department evidence, satisfactory to the building official, of having passed an examination and test equivalent to that required by this division, together with his/her license currently in effect issued to such applicant from a competent jurisdiction outside the jurisdiction of this city. If the building official finds that by virtue of such evidence and the license that the applicant has successfully passed an examination and testing of his/her education equivalent to that required by this division and also that the applicant then meets the other requisites of this division, the building official may accept such findings as an acceptable standard and issue to the applicant a license without submitting the applicant to further examination and testing.

**Section 3.** That Section 27-34 of Chapter 27, Article II of the Bellevue Municipal Code is hereby amended to read as follows:

**Section § 27-34 RE-EXAMINATION AFTER FAILURE.**

When an applicant for a plumbing license has failed to pass the examination based on the minimum acceptable score, the applicant may apply to the Permits and Inspections Department for re-examination any time.

**Section 4.** This Ordinance shall take effect and be in full force after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST:

\_\_\_\_\_  
Mayor, Rusty Hike

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

APPROVED AS TO FORM:

First Reading: 09/21/2021  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a. and 14a1.  
9/21/2021

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Mike Christensen		Permits & Inspections	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		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 <input type="checkbox"/>	

SUBJECT:

Condemnation of 3636 Edna St. Bellevue, NE 68147

SYNOPSIS/BACKGROUND:

The dwelling located at 3636 Edna St. Bellevue, Ne 68147 sustained damage from a fire in August of 2019. No attempt has been made to repair the damaged dwelling, and in March of 2020 the Permits Department took action to protect life or limb by having a portion of the damaged structure taken down. The dwelling remains unfit for human occupancy and remains placarded as such.

FISCAL IMPACT: \$13,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Representatives for the dwelling need to show cause why such dwelling should not be condemned as a public nuisance. Otherwise the dwelling should be ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

- photo
- photo
- Resol 2021-32
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

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



City of Bellevue  
Permits and Inspections  
1510 Wall St. • Bellevue, Nebraska 68005 •

## MEMO

**August 9, 2021**

**From:** Mike Christensen, Chief Building Official  
Permits and Inspections  
City of Bellevue, Nebraska

**To:** Susan Kluthe  
City Clerk

**Subject:** 3636 Edna St. Bellevue, NE 68147  
LEGAL: LOT 15 BLOCK 5 GOOD LUCK ADDITION

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the structure located at 3636 Edna St. Bellevue, NE 68147, has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Troy Gaines C/O Katherine Crouse Dazzo. The dwelling/structure sustained damage from a fire in August of 2019, resulting in the dwelling becoming uninhabitable and placarded as such. In the initial notification process in October of 2019 a certified letter was sent and not accepted stating the deficiencies of the property. On February 21, 2020, the letter was then attached to the front door and this resulted in a phone call from Mr. Gaines on February 24, 2020. Mr. Gaines stated that he was waiting on insurance. It was discussed that the structure in its present condition was dangerous and needed to be secured and or made safe within 10 days.

The structure was never made safe and secure by the owner and in March of 2020 the Permits Department under section 8-44 of the Bellevue City Code took action to protect life or limb by having a portion of the damaged structure taken down.

Since that time there has been no attempt to comply with the order to submit plans to repair the structure or to obtain a demolition permit and the structure remains placarded as unfit for human habitation. Therefore, I am sending this report to you with my opinion that the dwelling/structure as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

1#



#2



## **NOTICE OF HEARING**

Troy Gaines C/O Katherine Crouse Dazzo  
OWNER OF: Lot 15 Block 5 Good Luck Addition  
LOCATED AT 3636 Edna Street

**BELLEVUE, SARPY COUNTY, NEBRASKA,**

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

**Tuesday, September 21, 2021 at 6:00 p.m.**

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk



City of Bellevue  
Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

August 25, 2021

Troy Gaines C/O Katherine Crouse Dazzo  
3636 Edna Street  
Bellevue, NE 68147

Re: Structure located at **3636 Edna Street**, Bellevue, Nebraska  
LEGAL: Lot 15, Block 5, Good Luck Addition

Mr. Troy Gaines:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 3636 Edna Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, September 21, 2021, at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

Susan Kluthe,  
Bellevue City Clerk

CC: Mike Christensen

**NOTICE OF HEARING**

**TO**

**Troy Gaines C/O Katherine Crouse Dazzo**

**OWNER OF: Lot 15, Block 5, Good Luck Addition**

**LOCATED AT 3636 Edna Street**

**BELLEVUE, SARPY COUNTY, NEBRASKA,**

**AND TO ALL OTHER PERSONS WITH ANY INTEREST  
IN THAT PROPERTY**

**In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council of the City of Bellevue and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property. The hearing will be held on Tuesday, September 21, 2021, beginning at 6:00 p.m. in the City Council Chambers at Bellevue City Hall, 1500 Wall Street. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.**

**Susan Kluthe  
Bellevue City Clerk**

**RESOLUTION NO. 2021-32**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA,** that upon the facts presented, the structure(s) located on

Lot 15, Block 5, Good Luck Addition, Bellevue, Sarpy County, Nebraska,

and located at 3636 Edna Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by October 21, 2021, and if not done by October 21, 2021, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 21<sup>st</sup> day of September, 2021.

---

Mayor

ATTEST:

---

City Clerk

APPROVED as to Form:

---

City Attorney

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14b. and 14b1.  
9/21/2021

COUNCIL MEETING DATE: 09/21/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

SUBJECT:

Condemnation of 708-720 E La Platte Rd. Bellevue, NE 68123

SYNOPSIS/BACKGROUND:

The dwellings/structures located at 708-720 E La Platte Rd. Bellevue, Ne 68123 sustained damage from the floods of 2019. No attempt has been made to repair the damaged dwellings/structures, and there has been three attempts to contact the owner through certified letters, all of which were not accepted. The letter was then taped to the front doors of the dwellings in June of 2021. There has been no attempt since then to contact the Permits Department concerning this property. The structures remain unfit for human occupancy and remain placarded as such.

FISCAL IMPACT: \$25,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Representatives for the dwellings/structures need to show cause why such dwellings/structures should not be condemned as a public nuisance. Otherwise the dwellings/structures should be ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

1. photo 2. photo 3. photo  
4. photo 5. photo 2021-33 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Brey Robin*  
*[Signature]*





City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

## MEMO

August 9, 2021

**From:** <sup>me</sup> Mike Christensen, Chief Building Official  
Permits and Inspections  
City of Bellevue, Nebraska

**To:** Susan Kluthe  
City Clerk

**Subject:** 708-720 E La Platte Rd. Bellevue, NE.  
LEGAL: PT TAX LOT 7 & PT OF TAX LOT 12 LYING SOUTH OF NEW HWY  
ROW 24-13-13 (92.30 AC) (2 HOUSES)

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the structures located at 708-720 E La Platte Rd. Bellevue, NE, has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Horse creek Farms 2006 N 101<sup>st</sup> Cir Omaha, NE 68134. The structures sustained damage from the 2019 flood waters, resulting in the dwellings becoming uninhabitable and placarded as such. In the initial notification process in April of 2019 a certified letter was sent and not accepted stating the deficiencies of the property. A second certified letter was sent in June of 2020 and not accepted. In June of 2021 the letter was attached to the front doors of the structures and another certified letter was sent and once again went unclaimed.

Since that time there has been no attempt to contact the Permits Department to obtain permits to repair or to demolish the structures and the structures remain placarded as unfit for human habitation. Therefore, I am sending this report to you with my opinion that the dwellings/structures as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

#1



#2



#3



#4



## **NOTICE OF HEARING**

Horse Creek Farms

OWNER OF: Pt Tax Lot 7 & Pt of Tax Lot 12 Lying South of New Hwy ROW 24-13-13  
(92.30 AC) (2 Houses)

LOCATED AT 708-720 E La Platte Road

**BELLEVUE, SARPY COUNTY, NEBRASKA,**

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

**Tuesday, September 21, 2021 at 6:00 p.m.**

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk



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

August 25, 2021

Horse Creek Farms  
2006 N. 101<sup>st</sup> Circle  
Omaha, NE 68134

Re: Structure located at **708-720 E. La Platte Rd.**, Bellevue, Nebraska  
LEGAL: Pt. Tax Lot 7 & Pt of Tax Lot 12 Lying South of New Hwy ROW  
24-13-13 (92.30 AC) (2 Houses)

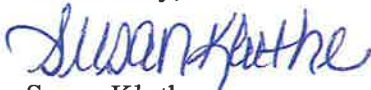
To Owner of Horse Creek Farms:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 708-720 E. La Platte Rd. in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, September 21, 2021, at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

  
Susan Kluthe,  
Bellevue City Clerk

CC: Mike Christensen

**NOTICE OF HEARING  
TO  
Horse Creek Farms  
OWNER OF: Pt Tax Lot 7 & Pt of Tax Lot 12 Lying  
South of New Hwy ROW 24-13-13  
(92.30 AC) (2 Houses)  
LOCATED AT 708-720 E La Platte Road  
BELLEVUE, SARPY COUNTY, NEBRASKA,  
AND TO ALL OTHER PERSONS WITH ANY  
INTEREST IN THAT PROPERTY**

**In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council of the City of Bellevue and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property. The hearing will be held on Tuesday, September 21, 2021, beginning at 6:00 p.m. in the City Council Chambers at Bellevue City Hall, 1500 Wall Street. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.**

**Susan Kluthe  
Bellevue City Clerk**

**RESOLUTION NO. 2021-33**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA,** that upon the facts presented, the structure(s) located on

Pt. Tax Lot 7 & Pt of Tax Lot 12 Lying South of New Hwy ROW 24-13-13 (92.30 AC)  
(2 Houses), Bellevue, Sarpy County, Nebraska.

and located at 708-720 E. La Platte Road, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by October 21, 2021, and if not done by October 21, 2021, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 21<sup>st</sup> day of September, 2021.

---

Mayor

ATTEST:

---

City Clerk

APPROVED as to Form:

---

City Attorney

**CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET**

**15a.  
9/21/2021**

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: City Administrator		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>	

**SUBJECT:**

Resolution 2021-34 to Approve extension of moratorium on acting upon applications for any permits, zoning approvals, or zoning changes for any proposed Solar Plants and any related power generation facilities.

**SYNOPSIS/BACKGROUND:**

This resolution is being proposed to extend the moratorium on acting upon application for any permits, zoning approvals, or zoning changes for any proposed Solar Plants and any related power generation facilities that was approved by City Council on June 15, 2021. Proposed zoning regulations regarding solar plants are expected to be before City Council for vote on or about October 5, 2021. This extension will extend the termination date of the moratorium from September 21, 2021 to October 31, 2021 or upon date of approval of said regulations, whichever occurs first.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

It is recommended that the City Council approve Resolution 2021-34 and authorize the Mayor to sign.

**ATTACHMENTS:**

1. <u>Res. No. 2021-34</u>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*[Handwritten signatures in blue ink]*

RESOLUTION NO. 2021-34

A resolution of the Mayor and City Council of the City of Bellevue, Nebraska, approving an extension of the moratorium on acting upon applications for any permits, zoning approvals, or zoning changes for any proposed Solar Plants and any related power generation facilities.

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska approved a moratorium on acting up applications for any permits, zoning approvals, or zoning changes for any proposed Solar Plants and any related power generation facilities on or about June 15, 2021; and,

WHEREAS, said moratorium was approved to be effective until September 21, 2021, or until the effective date of a Bellevue City Ordinance addressing solar plants and any related power generation facilities, whichever occurs first; and,

WHEREAS, as of September 21, 2021, a Bellevue City Ordinance addressing solar plants and any related power generation facilities has not become effective; and,

WHEREAS, the City believes it is important that said ordinance(s) addressing solar plants and any related power generation facilities become effective before the expiration of the moratorium in order to encourage the appropriate location and design of such facilities; and,

WHEREAS, the City further believes that effectively regulating solar plants and related power generation facilities will ensure and promote the health, safety, morals, and general welfare of the Bellevue Community; and,

WHEREAS, it is currently expected that the proposed legislation regarding solar plants and related power generation facilities will be before the City Council of Bellevue, Nebraska for a vote on or about October 5, 2021; and,

WHEREAS, the City believes that the June 15, 2021 moratorium should be extended until October 31, 2021 or until the effective date of a Bellevue City Ordinance addressing solar plants and any related power generation facilities, whichever occurs first, to allow the City to complete the process of enacting appropriate legislation; and,

WHEREAS, to the City's knowledge, there are no pending applications for permits, zoning approvals, or zoning changes related solar farms or related power generation facilities.

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

The Mayor and City Council of Bellevue, Nebraska hereby approve an extension of the moratorium on acting upon applications for any permits, zoning approvals, or zoning changes regarding proposed solar plants and any related power generation facilities to now end on October 31, 2021 or on the effective date of a Bellevue City Ordinance addressing solar plants and related power generation facilities, whichever first occurs.

ADOPTED AND APPROVED this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15b.  
9/21/21

COUNCIL MEETING DATE:	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

SUBJECT:

Request to approve park expenditure in the amount of \$330,000 for Sanitary and Improvement District No. 334, Falcon Pointe.

SYNOPSIS/BACKGROUND:

Section 7-23, Subdivision Regulations, requires a Sanitary and Improvement District to get Council approval for park expenditures. SID #334 (Falcon Pointe) is requesting park improvements in the amount of \$330,000. City staff have reviewed the proposed park improvements which are in accordance with the park plan approved by Council (as part of the Subdivision Agreement) on March 12, 2018. The proposed park will serve several neighborhoods south of 48th St./Capehart Road which will be connected through a trail system.

FISCAL IMPACT: n/a BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approval as presented

ATTACHMENTS:

- Resolution No. 2021-35
- SID #334 Park Plans
- Contract for SID #334 Park
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Robins*  
*Maia...*

**RESOLUTION 2021-35**

WHEREAS, Sanitary and Improvement District No. 334 of Sarpy County, Nebraska, which encompasses the subdivision in Sarpy County known as Falcon Pointe and is located within the zoning jurisdiction of the City of Bellevue, proposes to construct park improvements within the boundaries of Sanitary and Improvement District No. 334, Falcon Pointe, at the following estimated cost - \$330,000

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska does herewith approve the expenditure by Sanitary and Improvement District No. 334, Falcon Pointe, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded in the amount of \$330,000 for park improvements

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*16a.  
9/21/2021

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	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 <input type="checkbox"/>	

SUBJECT:

Approval of Waiver Hunting Regulations - Lt. Kurt Strocher or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2021 through 12/31/2021 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT: \$ 0.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: N/A

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

START DATE: N/A END DATE: N/A PAYMENT DATE: N/A INSURANCE REQUIRED: NO

CIP PROJECT NAME: N/A CIP PROJECT NAME: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: N/A ACCOUNT NUMBER: N/A

RECOMMENDATION:

Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Strocher or Sgt. Don Pleiss has already given approval for these hunters and their specified sites.

ATTACHMENTS:

1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Roblin*  
*[Signature]*  
*[Signature]*

## 2021 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Paul Fettes	1710 Timber Lane	Bellevue	68005	11937416	1107 Camp Gifford Road	9/7/2021	9/7/2021	9/21/2021	
Jacob Hike	19367 Ridgeway Road	Plattsmouth	68048	11918128	402 Forest Drive	9/7/2021	9/7/2021	9/21/2021	
Kurt Stroehler	1706 Hawk Ridge Cr	Bellevue	68147	11899357	Jewell Park	9/13/2021	9/13/2021	9/21/2021	
Andrew Lomax	9819 S. 176th Ave.	Omaha	68136	11944128	Jewell Park	9/13/2021	9/13/2021	9/21/2021	
Matthew Bower	520 W. Elm	Ceresco	68017	11946585	Jewell Park	9/13/2021	9/13/2021	9/21/2021	
Michael Shane	8205 Oakwood Street	Ralston	68127	11917236	301 N. Washington St.	9/15/2021	9/16/2021	9/21/2021	

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
9/21/2021

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>	

SUBJECT:

Approval of the CDBG Community Revitalization Fund Policy and Procedure Manual

SYNOPSIS/BACKGROUND:

In 2010 while participating in the State CDBG program, the City created a Commercial Reuse Fund and Housing Reuse Fund for the recipient of payments on outstanding rehabilitation loans. While no policies were adopted for Housing Reuse Fund, the policies and procedures governing the Commercial Reuse Fund was adopted in 2010 and amended in 2016. To update the procedures and bring the policies in line with the current City plans and the 2019-2023 CDBG Consolidated Plan, the funds have been combined into the CDBG Community Revitalization Fund with an updated manual and application form combined into one document. Future loan repayments and program income will be placed in the appropriate CDBG Community Revitalization Fund and follow the approved policy and procedures.

FISCAL IMPACT:  BUDGETED FUNDS?: NO  GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME: Community Revitalization Fund

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the CDBG Community Revitalization Fund Policy and Procedures Manual.

ATTACHMENTS:

1. CCRF Manual
2. Commercial Reuse Fund Policy - 2016
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures in blue ink over horizontal lines]*

# **CITY OF BELLEVUE**

## **COMMERCIAL PROGRAM GUIDELINES**

**Adopted November 2010  
Amended January 2016**

**50/50 COMMERCIAL REHABILITATION  
LOAN PROGRAM  
INTRODUCTION**

The City of Bellevue's proposes to offer a Commercial Rehabilitation Loan Program and Downtown Improvement Program to commercial property owners who are looking to improve their buildings. The Program is administered by the City of Bellevue.

The goals of the programs are to leverage private investment by:

1. the rehabilitation of commercial buildings;
2. elimination of slums/blighted properties;
3. the encouragement of investments which enhance the economic viability and appearance of the city.

**Part 1.  
PROGRAM SUMMARY**

**A. COMMERCIAL REHABILITATION LOAN PROGRAM**

Purpose: To provide for the rehabilitation of commercial properties in accordance with the City's building code standards.

Eligible Activity: Loans may be made for the rehabilitation of building exteriors, mechanical systems and structural repairs.

Applicant Eligibility: Applicant must submit a completed application along with a business plan which will outline 2 years of projections, personal and business financial documents, and proof of ownership.

Interest Rate/Terms: 0%- Loans will not exceed five years.

Matching Funds: The City of Bellevue will provide financing for eligible properties. The maximum amount of city assistance is set forth below, and 50% of city assistance will in the form of a grant, with the other 50% provided in the form of a repayable loan. The applicant will be required to provide a one-for-one match for city assistance. For projects requiring funds in excess of the maximum amount available through the program, applicants will be required to furnish proof of either private lender financing or equity sufficient to cover all project costs.

Maximum Funding: \$ 20,000.00

Source: Community Development Block Grant (CDBG)

**B. DOWNTOWN FACADE GRANT PROGRAM**

Purpose: The City of Bellevue is providing financial assistance to rehabilitate and improve the facades of privately-owned, mixed-use, taxable, commercial buildings on the northside of Mission Avenue, east of Lincoln Road.

Eligibility: Properties must be located in the designated area, must be free of code violations and **must be** current on all taxes, City assessments, and water/sewer owed to the City of Bellevue for subject property are eligible. (Tenants, with concurrence of property owner, also may apply). A map of the designated area is available in the appendix.

Matching Funds: The City of Bellevue will provide financing for eligible properties. The maximum amount of city assistance is set forth below, and 50% of city assistance will in the form of a grant, with the other 50% provided in the form of a repayable loan. The applicant will be required to provide a one-for-one match for city assistance. For projects requiring funds in excess of the maximum amount available through the program, applicants will be required to furnish proof of either private lender financing or equity sufficient to cover all project costs.

Maximum Funding: \$ 20,000.00

Funding Source: Community Development Block Grant (CDBG)

## **Part 2. DEFINITIONS**

Facade: The principal face of the building.

Mixed-Use: A property used in some part for residential purposes and in some part for non-residential purposes.

Rehabilitation Costs: The total of contractor estimates from the lowest eligible contractors, self-help expenses, and the contingency determined to be reasonable by the Rehab Coordinator.

Priority Area: An area within the Target Area which is given preference when processing applications.

Target Area: A designated neighborhood area defined by the City for concentrated use of Community Development Block Grant Funds.

## **Part 3. PROGRAM ADMINISTRATION**

The purpose of these loan programs is to provide construction and/or permanent financing loans in conjunction with other Federal, State and/or City Programs. The total investment of City funds cannot exceed fifty percent (50%) of the cost of the project.

Program implementation will be managed by the City CDBG office, with policy guidance provided by the Commercial Rehabilitation Advisory Committee (CRAC). The CRAC shall consist of the City Administrator, Planning Director, Chief Building Official, and Finance Director. This committee will assume responsibility for review and approval of loan applications, negotiation of financing terms with

applicants, and formulation of program recommendations to the Bellevue City Council. The following operational rules are set forth for the CRAC:

1. A majority of the Committee's members must be present to constitute a quorum. At least three (3) votes on the prevailing side are required to constitute a valid vote on any loan application.
2. Final Committee approval of Loans for rehabilitation will be contingent upon the applicant meeting the matching requirements contained in Part 3.2(D).
3. The Committee has the authority to adjust terms, rates and the match requirement ratios on a case-by-case basis.

Interest bearing permanent financing: upon satisfactory completion of the construction phase and after final disbursement of payments for labor and materials and upon receipt of all required lien waivers from all contractors, sub-contractors, materials persons and vendors, the repayment of funds disbursed during construction phase will commence constituting the permanent financing at a rate prescribed in Part 3.4(D).

The above is contingent upon approved rehabilitation activities being completed in accordance with applicable municipal codes. No monies will be disbursed to reimburse the borrower for improvements made to the property which were not approved by the Commercial Rehab Advisory Committee.

Prior to loan closing, the borrower and any participating lender are required by the City to enter into an agreement to permit disbursement upon certification by the City that the work for which payment is requested has been performed in accordance with the terms of the loan.

### **3.1 ELIGIBILITY**

#### **A. General**

A loan will be made for the rehabilitation of building exteriors, site amenities, mechanical systems and structural repairs.

The use of funds for common areas such as the exterior of the building or hallways will be considered as part of the entire rehabilitation loan and will be construed as that loan that best identifies the structure.

In order to qualify for a Loan, both applicant and the property to be assisted must meet the minimum eligibility criteria set forth in Part 3.1(B) and 3.1(C)).

Mixed use properties are eligible but are limited to the commercial portion of the property.

#### **B. Property Eligibility**

1. The property to be assisted must be located on the north side of Mission Avenue, east of Lincoln Road, and must be used for commercial purposes.
2. The funds must be used to correct code violation(s) as prescribed by City's code enforcement officers;

3. If the City's Permits and Inspections Department determines that exterior rehabilitation is needed, it must be included in the project.
4. Funds cannot be used for the rehabilitation of Adult Business Establishments as defined in the City Zoning Ordinance, nor may private funds used for Adult Business Establishments spaces be counted as matching funds.

C. Applicant Eligibility

To qualify for a Loan an applicant must:

1. provide proof of ownership, or for lessees, permission from owner for the property to be improved;
2. have paid in full all City property taxes and/or any other assessed utilities and fees;
3. provide or secure a matching amount in part or total from a participating lending institution, owner financing and/or insurance company;
4. be willing to rehabilitate the property in accordance with the design standards set forth in Part 3.3(D);
5. submit detailed plans and cost estimates;
6. provide personal and business tax returns and personal financial information to determine financial capacity as deemed necessary by the City; and,
7. not be, nor any member of his (her) family be: (1) an elected City official; (2) Director of any municipal department; (3) an employee of the City's Planning Department; (4) a member of the City's, Planning Commission or Board of Adjustment.

**3.2 LIMITATIONS OF LOAN PROGRAMS**

A. Loans per applicant

No more than one Loan\* will be processed at one time on behalf of an applicant in which the same individual(s) or corporation has a substantial interest. For the purposes of this section, loan processing will be considered complete when an application is disapproved or when a project is financed by a properly completed application in accordance with these guidelines.

\*The CRAC reserves the right to review simultaneously multiple properties owned by any one property owner or corporation in which the same individual(s) has a substantial interest. If there are presented economic reasons to justify joint bidding and development, these same properties shall be eligible for the same bid.

B. Loans per property

The number of Loans per property is not restricted, except that portions or components of structures previously rehabilitated are ineligible for assistance.

C. Maximum loan amounts

The maximum loan for a rehabilitation project involving either interior or exterior rehabilitation will be established in the following manner:

**Commercial Rehabilitation Loan Program:** If the property contains a mixture of residential units and commercial space, the maximum allowed for the commercial space is \$20,000.00 .

**Facade Grant Program:** Reimbursement for completed project will be made at 50% of the shareable costs up to a maximum reimbursement of \$ 20,000.00 .

D. Matching funds:

**Commercial Rehabilitation Program, Facade Grant Program:** Loans must be matched 1:1 by an equal amount secured by a lending institution, insurance company or owner financing.

E. Allowable improvements

**Commercial Rehabilitation Program:** commercial or industrial property, but where such property is owned for-profit, rehabilitation is limited to the exterior improvements of the building or for the correction of code violations.

Required work items for the correction of code violations:

1. Applicable codes, which are the building, electrical, plumbing, fire and life safety, and health codes of the City of Bellevue,
2. Those portions of state and national codes which are incorporated in these local codes.

**Facade Improvement Program:** Loans may be made for the rehabilitation of building exteriors, upgrading building interiors, mechanical systems and structural repairs, acquisition and/or demolition of properties.

Projects eligible for the Downtown/Facade Improvement Program include:

1. Upgrading and improvements to mixed-use, commercial building facades which are visible to the public and have street frontage. Each property address will be defined by the County Assessor's office.
2. Renovations must be for the entire facade of the building
3. Exterior signage; (in compliance with City Code);
4. Landscape and lighting improvements to property;
5. Landscaping in areas visible to the public, particularly when public safety is enhanced.

Ineligible costs include:

1. General maintenance
2. Repairs covered by insurance, e.g. vandalism

### **3.3 PROCESSING AND APPROVAL OF LOAN APPLICATIONS**

Approval of any loan will be contingent upon:

1. The Commercial Rehabilitation Advisory Committee's affirmative vote;
2. The applicants' ability to secure and/or provide a matching source from an institutional lender, owner financing, insurance company, and/or any other form acceptable by the CRAC;
3. The applicant having good credit and demonstrating the ability to repay the loan;
4. An agreement to repay the interest bearing loan;
5. Verification that all property taxes and all other city utilities are paid.

#### **A. Applications**

Application forms for the Commercial Loans and/or Grants are available from the CDBG Specialist, , Bellevue City Hall. Completed applications are to be submitted to the City CDBG Office for processing.

#### **B. Verifications**

Copies of all income sources (i.e. check stubs, business financial statements, W-2 forms, State and Federal income tax returns) shall be provided by the applicant. A certified financial statement or other documentation from an accountant or other acceptable source may be required of a corporation, partnership, or other business enterprise. Written verification may be required from income sources.

The City CDBG Office shall verify title by checking the records at the Sarpy County Register of Deeds.

Initial inspection - If it appears that the applicant and property are eligible for a loan, an initial inspection will be scheduled with the applicant and a representative of the Permits and Inspections department. Rehabilitation requirements will be determined during the initial inspection.

Inspection Report and Specifications -- An inspection report shall be prepared by the City and mailed to the applicant. The inspection report shall list the rehabilitation requirements to bring it into compliance. Once the owner has reviewed the inspection report, the applicant is responsible for obtaining bid documents and proposals for repairs.

#### **C. Commercial Rehabilitation Advisory Committee Approval**

All applications will be presented for review and approval to the CRAC. The Committee will review all completed applications for assistance through the Commercial Loan and/or Grant Program to assess the compatibility of projects with the overall objectives of the City's Revitalization Program as follows:

1. All exterior improvements to be completed must conform to the Olde Towne Design Guidelines for Commercial Rehabilitation, which can be found in Appendix A to this plan.
2. Any exterior changes or additions to existing structures should be compatible with the original design of the building (or with overriding architectural style of the area).
3. Building Improvements in the Designated Downtown Historic Districts may require review and approval by the Nebraska State Historic Preservation Office.
4. Design of rehabilitation work should be compatible with the proposed uses.
5. Proposed improvements should harmonize with, and complement, the proposed pedestrian amenities when possible.
6. Provisions of access from **existing and proposed parking** areas to centers of **pedestrian activity should be developed wherever possible**.
7. Loans should be granted only for activities which promote uses in harmony with a redeveloping retail, office, professional, manufacturing, entertainment, and multi-unit residential centers.
8. Signs should be simple, easy to read and harmonize with the building's architecture. Graphic symbols or messages which characterize the local business should be used rather than commercial trademarks and logos. Simple frames and functional mounting hardware should also be utilized.

D. Bid Process

Each loan applicant must secure at least two (2) bids for each specific rehabilitation task by following the City of Bellevue's approved bidding procedures. Bids may be obtained from a general contractor, covering all rehabilitation tasks or from separate contractors for each specific rehabilitation task. Standardized forms for bid proposals may be provided by the City CDBG Office. The applicant is solely responsible to invite and accept or reject any bid proposal. If **however, the low bid is not accepted** and the rehabilitation activity is awarded to a higher bidder, the applicant must submit to the City CDBG Office a written statement which explains the reason for accepting the higher bid. Any contractor chosen must prove his ability to provide all necessary insurances, expertise, equipment, and materials to satisfactorily complete the respective task.

E. Contractor Eligibility:

To be an eligible contractor the following standards apply:

1. Insurance -- The contractor and subcontractors shall carry Worker's Compensation Insurance for all their employees in accordance with the Worker's Compensation laws of the State of Maine. The contractor and subcontractors shall carry Manufacturer's and Contractor's Public Liability Insurance with a limit of \$300,000 for personal injury or death and \$100,000 for property damage. The City may require bonding for contracts in excess of \$100,000. The City will require evidence of insurance prior to signing a construction contract.

2. License and Qualifications --The contractor shall have in effect a license if required by the City of Bellevue, or State of Nebraska. The contractor must have completed a Department of Economic Development approved Lead Safe Work Practices course, if pertinent to the work being performed.
3. Credit -- The City may require a list of credit references, names of suppliers, name of bank where contractor does business, and names and addresses of recent home improvement customers.
4. Skill and Equipment -- No approval of a contract shall be given unless the construction contractor can satisfactorily demonstrate that he/she and/or their subcontractor(s) have the necessary skills and equipment to perform the work in an efficient and expedient manner.
5. Bid proposals may be secured from and awarded to a member of the applicant's family (i.e. relative) if the bidder:
  - a. is a bona fide and skilled tradesman;
  - b. is not living in the same household as the borrower;
  - c. has no direct or indirect financial interest in the property to be rehabilitated; and
  - d. the relationship is disclosed in writing by the Borrower at the time of bid proposal.
6. All contractors working on federally funded projects of \$2,000 or more are subject to Davis-Bacon Act which requires the City to monitor for compliance with this Act. The contractor must agree to submit certified payrolls for all employees who are employed on the project and the City must have access to those employees for the purpose of conducting an interview as part of the compliance.

F. Labor Performed by the Borrower

Bid proposals may be secured from and awarded to the Borrower (i.e. Borrower may serve as general contractor and/or do work on his/her own property), if the Borrower meets the following requirements:

1. Is a contractor or tradesman who has an ownership interest in a contracting or trades business that has been in existence for at least six (6) months prior to loan application or, as a property owner, has employed, for at least six (6) months prior to loan application, a full-time maintenance crew with the expertise and equipment to satisfactorily complete the respective tasks which the Borrower proposed to perform.
2. The borrower must have completed a Department of Economic Development approved Lead Safe Work Practices course, if pertinent to the work being performed.
3. For those tasks to be performed by the Borrower and/or the Borrower's employees:
  - a. Bid proposals shall be for materials and employee labor only, with no profit, overhead or payment to the Borrower for his/her personal expertise and/or labor allowed;
  - b. Invoices for materials shall be for costs only, including any discounts, with no mark-ups allowed;

- c. Invoices for labor shall be accompanied by payrolls which include hours and work performed by each employee.
- 4. Bid proposals shall be for materials and employee labor only, with no profit, overhead or payment to the Borrower for his/her personal expertise and/or labor allowed. ii. Invoices for materials shall be for costs only, including any discounts, with no mark-ups allowed. iii. Invoices for labor shall be accompanied by payrolls which include hours and work performed by each employee. c. For those tasks to be performed by a sub-contractor (e.g. plumbing, electrical, etc.), at least two (2) separate bids shall be secured for each specific rehabilitation task.
- 5. The relationship is disclosed by the Borrower at the time of bid proposal. The CRAC is empowered to waive the bidding requirement where an applicant proposes to use a preferred contractor(s) and the applicant obtains at his or her expense, an independent cost verification of the bid submitted by the preferred contractor(s).
- 6. All bids must be secured and submitted to the City CDBG Office in a sealed envelope to be opened in the presence of the applicant at the City Building at a time chosen by and agreed upon by the City and the applicant.

### **3.4 GENERAL TERMS AND CONDITIONS OF LOAN**

#### **A. General**

This section sets forth the general terms and conditions to which an applicant must agree in order to receive a loan through the Loan Programs.

The documents containing all specific terms and conditions which an applicant must sign in order to close a Rehabilitation Loan are the following: Terms and Conditions; Personal Guaranty, Promissory Note; and Mortgage or other security instrument.

The City of Bellevue views the documents executed at the loan closing as a contractual agreement between the Borrower and the City. To fulfill this agreement, the Borrower must:

- 1. Complete within six (6) months all rehabilitation work as described in the loan application submitted by the applicant and approved by the CRAC.
- 2. Repay in full and in the manner prescribed, all loan money disbursed to the Borrower by the City of Bellevue through the Rehabilitation Loan Programs.
- 3. The Borrower accepts ultimate responsibility for fulfillment of this agreement and further agrees that:
  - a. Other verbal agreements or written contracts entered into for the completion of any rehabilitation activity is made solely between borrower and the respective contractor and/or supplier;
  - b. Will indemnify and hold harmless the City of Bellevue and its agents from any and all disputes or claims of any nature for damages which may arise from the performance of any rehabilitation activity.

#### **B. Project Loan Note**

At the time of loan closing, the applicant will be required to execute a promissory note, and/or a mortgage for the full amount of the loan. From this point on, the applicant will be known as the "Borrower". The note or mortgage will provide for payment of the loan according to a repayment schedule. It will establish the time and place for delivery of payments, the amount, the maturity date, and it will provide for any loan security or additional stipulations.

C. Loan Cancellation Provisions

The City of Bellevue, at its option, reserves the right to make due and payable the Borrower's entire indebtedness if, after 60 days from the date of execution of the note, the Borrower has failed or refuses to commence rehabilitation/sign improvement activities. Further, the City, at its option, may make due and payable the Borrower's entire indebtedness if after one calendar year (commencing on the date of the loan closing) the owner has not fully completed the rehabilitation activities as described in Part 3.4(A) above. Other loan cancellation or acceleration provisions are contained in the Promissory Note.

D. Interest Rate

All permanent financing offered by the City of Bellevue will carry a zero percent interest rate for the full term of the note, except those conditions outlined in Part 3.4(F) "Interest Penalty". Interest rates for the matching portion of the loan will be individually negotiated between the loan applicant and the respective lending institution providing the match.

Rates may be set and/or waived by Commercial Rehabilitation Advisory Committee.

E. Term of Loans

Borrowers will be required to make monthly loan payments in the amount of \$250.00 until the full amount of the borrower's repayment obligation is satisfied. Term may be set and/or modified by the CRAC, but in no case shall the maximum term of a loan exceed five (5) years.

F. Loan payments, Late Charges and Interest Penalties

Loan payments are payable to the City of Bellevue, without late charge, from the first to the tenth day of each month. The Borrower's first payment is due during **this ten day** period beginning the first month after the date of the last construction loan disbursement.

Payments made on or after the eleventh day of the month are considered delinquent and subject to the City Treasurer applying a late charge of five percent (5%) of the Borrower's monthly loan payment.

If a Borrower fails to maintain a rehabilitated property at or above the minimum acceptable level prescribed by municipal codes, the City Treasurer may assess an interest penalty to be added to the Borrower's monthly payment. This interest penalty shall be equal to the unpaid principal of the loan after the code violations are discovered, times one-twelfth of the annual effective interest rate of the matching bank loan, and shall be assessed each first day of the month thereafter, until the code violations are corrected.

The Borrower's failure to make any monthly payment in full within thirty (30) days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within thirty (30) days of the date assessed, shall constitute a default.

G. Loan Default

The entire principal balance and all accrued interest shall become immediately due and payable without notice or demand upon the foregoing events:

1. The Borrower's failure to make any monthly payment in full within 30 days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within 30 days of the date assessed, shall constitute a default;
2. The commencement of any proceedings by or against the developer under any bankruptcy or insolvency laws;
3. The dissolution of, insolvency of, appointment of a receiver for, or assignment for the benefit of creditors of any property of, the developer;
4. Loss of, substantial damage to destruction of, sale of encumbrance upon (whether first or second position to this note and the mortgage securing this note), seizure of, levy against, attachment of, failure to pay any property taxes or other city utilities upon, or insurance premiums on the project property;

H. Security

Rehabilitation Loans will require a security instrument which is acceptable to the City. The cost of preparation and registration of the security document will be the Borrower's responsibility to bear and will be payable to the City at the time of the loan closing.

I. Inspection

A Borrower agrees to permit inspection of the property, rehabilitation work and all contract agreements, materials, equipment, payrolls, and conditions of employment pertaining to the rehabilitation project by the City's program staff and/or Code Enforcement personnel.

J. Municipal codes and conditions

The Borrower agrees to follow the procedures and conditions of all established and applicable municipal ordinances in the physical rehabilitation and maintenance of improved property. Work not meeting minimum standards and procedures established by code is unacceptable for disbursement of any loan funds.

I. Disbursement of Rehabilitation Loan funds

Disbursement of all Rehabilitation Loan funds is made to the Borrower and the contracted contractor upon request submitted to the City CDBG Office. Invoices received by Tuesday, end of day, will be processed for payment on Wednesday of the following week, no earlier than 3:00 pm.

Repayment of the loan will begin upon completion of the construction phase or six (6) months after the closing date.

The above is contingent upon approved rehabilitation activities being completed according to applicable municipal codes. No money will be disbursed to reimburse the Borrower for improvements made to the property which were not approved by the Commercial Rehabilitation Advisory Committee before they were commenced.

Prior to loan closing, the Borrower and the participating lender are required to enter into an agreement to escrow all participating lender loan funds and to permit disbursement only upon certification by the City that the work and materials for which payment is requested has been performed and verified by the City in accordance with the terms of the loan.

In the case of owner cash contribution, prior to loan closing, the Borrower and the City are required to enter into an agreement to escrow all applicant cash contributions and to permit disbursement only upon certification by the City that the work and materials for which payment is requested has been performed and verified in accordance with the terms of the loan.

J. Use of funds

The funds must be used to carry out only approved rehabilitation activities. Any rehabilitation loan funds not expended upon completion of the approved rehabilitation activity must be either returned to the City as a loan repayment or used for additional rehabilitation activities submitted to and approved by the City CDBG Office for the same property. Any such prepayment shall reduce the principal amount due to the City.

K. Prepayment of Note

The Borrower may prepay any or all outstanding principal to the City at any time and without penalty.

L. Transfer of Improved Property

Ownership or control of a property improved with rehabilitation loan funds cannot be transferred in any manner to another individual, partnership or corporation until the entire amount of the outstanding loan balance is repaid, in full, to the City.

M. Insurance

The Borrower is required to maintain hazard insurance on the improved property for the full term of the note and for an amount equal to the total value of all mortgages held on the property. Prior to disbursement of rehabilitation loan funds, the City shall be listed as a loss payee on the policy for the property.

N. Records

The Borrower agrees to keep such records as may be required by the City of Bellevue with respect to the rehabilitation activities.

O. Points of agreement with respect to Federal Regulations

The Borrower further agrees to abide by all terms and conditions of Federal Regulations, including:

1. **Federal Labor Standards**: The Borrower must abide by established minimum wage rates (Davis Bacon Act as supplemented by Department of Labor regulations) contained in entitlement grant regulations 24 CFR 570.603 FOR ALL commercial construction contracts awarded in excess of two thousand dollars (\$2,000).
2. **Lead-Based Paint Hazards**: Any Rehabilitation loans made by the City of Bellevue shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards.
3. **"Section 3" of the Housing and Urban Development Act of 1968**: The Borrower must comply with the Provisions of Training, Employment and Business Opportunities and will comply with Title IX Section 915, Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992; and in accordance, in all work made possible by or resulting from this contract, affirmative action will be taken to ensure that residents (preferably; lower income) of the City of Bellevue are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the City of Bellevue are to the greatest extent feasible, awarded contracts.
4. **Flood Hazard Insurance**: If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood plain insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.
5. **Civil Rights Act of 1964**: The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with Title VI of **the Civil Rights Act of 1964, codified** in United States Code Title 42 Sec. 2000(d), and Title VIII of the Civil Rights Act of 1968, and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in th United States shall, on the ground of race, color, national origin, religion, age, or sex, be excluded from participation in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other federal financial assistance. The operating agency will immediately take any measures necessary to effectuate this agreement.
6. **Interest of Certain Federal Officials**: No member of or Delegate to the Congress of the United States, and no Federal Housing Commissioner shall be admitted to share any part of this Program or any benefit to arise from the same.
7. **Interest of Members, Officers, or Employees or Operating Agency, Members of Local Governing Body, or Other Public Officials**: No member, officer or employee of the Department of Development (Planning, Community Development or Code Enforcement) or its agents or assignees, no municipal officers of the City, and no other member of any board or

commission, elected or appointed official of Bellevue or employee of the City of Bellevue, who exercises any decision-making functions or responsibilities regarding the Community Development Program, shall have any direct or indirect pecuniary interest, as that term is defined by 30 MRSA, Section 2250, et seq., in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement.

8. **Bonus, Commission or Fee:** The Borrower cannot pay any bonus, commission or fee for the purpose of obtaining the City of Bellevue's approval of the loan application, or any other approval or concurrence required by the City of Bellevue or its designee to complete the rehabilitation work, financed in whole or in part with the rehabilitation loan.





## **CITY OF BELLEVUE**

# **CDBG COMMUNITY REVITALIZATION FUND POLICIES AND PROCEDURES MANUAL**

For information contact:  
City of Bellevue  
CDBG Program Administration  
1500 Wall Street  
Bellevue, NE 68005  
(402) 293-3000

*Adopted November 2010  
Amended January 2016  
Amended September 2021*

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## **INTRODUCTION**

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The City of Bellevue administers federal entitlement Community Development Block Grant (“CDBG”) funding for eligible projects including housing, economic development, and community service needs. As part of identifying needs for the funding, the City prepares and adopts a five-year Consolidated Plan that identifies priorities for CDBG funding.

During CDBG participation at the State level, the City of Bellevue funded various loan programs for housing and commercial purposes. As a result of those repayable loan programs, the City received program income that was set aside in reuse funds for future projects with similar goals. The Community Revitalization Fund (CRF) was established to provide policies and procedures for the administration of these funds which will provide financial assistance to activities that address housing and economic development needs as outlined in the Consolidated Plan.

There are two programs under the CRF:

1. Commercial Reuse Fund
2. Housing Reuse Fund

Each program is outlined in the sections below in addition to an overview of federal requirements.

## COMMERICAL REUSE FUND

---

The objectives of the Commercial Reuse Fund (CRF) are:

- To promote infill development and commercial redevelopment within the city limits of Bellevue.
- To encourage the creation and retention of employment opportunities for low- and moderate-income (LMI) residents.
- To leverage new private investment in downtown and commercial business districts.
- To promote developments that are pedestrian friendly, that encourage a range of transportation options and enhance civic life.
- To implement City of Bellevue CDBG Consolidated Plan Goals as well as community revitalization goals and objectives outlined in the Capital Improvement Plan (CIP) and Comprehensive Plan.

## PURPOSE

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The intended purpose of the Commercial Reuse Fund is to create financial opportunities for businesses in the City of Bellevue. The program is designed to create and retain employment opportunities with emphasis on employment for persons from low- to moderate-income households.

For façade improvement projects, the assisted business must be located in a low- and moderate-income census tract as identified by HUD.

## FUNDING AMOUNT

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The maximum amount of assistance from this program depends on the overall project. The minimum is \$ 20,000.00. Working capital grant/loans are capped at \$ 40,000.00.

The applicant must create one full-time equivalent (FTE) job per \$20,000 of assistance received. The applicant/employer must obtain documentation from the job applicant at the time of hiring that the employee falls within the low- and moderate-income guidelines for their household size. At least 51% of the jobs created or retained must be made available to low- and moderate-income workers.

## APPLICANT ELIGIBILITY

---

To be eligible for CRF assistance, businesses and organizations must:

- a. Be a for-profit business.
- b. Be duly organized, an existing business in good standing and licensed to do business in the State of Nebraska.
- c. Possess the licenses, certifications, zoning approvals and permits necessary to operate the proposed business at the time of the grant/loan approval.
- d. Be current and ensure that all grant/loan guarantors are current on their business and personal income taxes and real and personal property taxes.

- e. Be in full compliance, and ensure that all guarantors are in full compliance, with all requirements related to any previous assistance received under the Community Development Block Grant program.
- f. Demonstrate a commitment to create and/or retain permanent full-time equivalent (FTE) jobs, at least 51% of which will be held by or made available to low- and moderate-income persons.

## ACTIVITY ELIGIBLE

---

All projects for the CRF must meet the following eligibility requirements:

- a. Be located within the City of Bellevue limits.
- b. Must be current on all taxes, City assessments and water/sewer fees owed to the City.
- c. Be consistent with the goals of the current CDBG Consolidated Plan of the City of Bellevue and receive all necessary municipal approvals and authorizations.
- d. Meet CDBG eligibility and activity requirements as outlined in 24 CFR 570.
- e. Demonstrate financial viability and the economic ability to sustain the business for a minimum of five years following any CRF assistance.
- f. Leverage at least \$1 in non-federal funds for every \$1 of CRF assistance.
- g. Comply with HUD's public benefit standards.
- h. Not begin until the City has completed an environmental review, an executed agreement and received a Notice to Proceed.

Eligible project activities include:

- Acquisition, clearance, demolition
- Façade improvements
- Working capital for inventory, work in progress and receivables
- Construction and installation (please verify eligibility with CDBG staff)

Federal regulations place limitations on activities that CDBG can fund. Ineligible project activities include:

- Activities not described as eligible and are described as ineligible in 24 CFR 570.209
- Acquisition of land for which a specific use has not been identified, i.e. land banking.
- Payment or refinancing of existing debt.
- Construction of new permanent residential structures or for any program to subsidize or assist such construction.
- Projects involving job pirating.
- Assistance to a business while that business or any other business owned by the person or entity is the subject of unresolved findings of noncompliance relating to previous CDBG assistance.

## NATIONAL OBJECTIVE REQUIREMENTS

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### Job Creation

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A minimum of 51% of the full-time equivalent (FTE) jobs created and/or retained must be made available to persons from low- to moderate-income (LMI) households as defined by HUD guidelines. The current applicant income guidelines will be attached to the application and shall become a part of the City's agreement with successful applicants. The low- and moderate-income household thresholds are based on family income, not individual income. Seasonal jobs can be counted if the job is the person's principal source of yearly income.

#### **Reporting Data Required**

- The total jobs created for the program year;
- The number of jobs with employer sponsored health care benefits;
- The number of persons who were unemployed prior to taking jobs created by the activity; and
- The number of jobs created for each job type, using the Economic Development Administration (EDA) classifications of:
  - o Officials and managers;
  - o Professional;
  - o Technicians;
  - o Sales;
  - o Office and clerical;
  - o Craft workers (skilled);
  - o Operatives (skilled);
  - o Laborers (unskilled); and
  - o Service workers.

#### **Job Creation**

With respect to jobs which will be held by LMI persons, the records must show:

- A listing by job title of the specific jobs to be created,
- A listing by job title of the jobs filled,
- The name and income status of the person who filled each position, and
- The full-time equivalency status of the jobs.
- No prerequisites for the job; no special skills or education required for the job, if any; the business must commit to provide the needed training or education for such jobs.

#### **Job Retention**

Retained jobs must be documented by showing that the jobs would actually be lost or eliminated without the assistance. One or both of the following applies to at least 51% of the jobs:

- a. The job is held by an LMI person, or
- b. If the position is vacated, steps will be taken to ensure that the job will be filled by, or made available to, an LMI person.

Where LMI income benefit is based on job retention, the files must include the following documentation:

- The specific evidence that the applicant relied on in concluding that, in the absence of CDBG assistance, the jobs would be lost.

Held by:

- A listing by job title of permanent jobs retained, those jobs known to be held by LMI persons at the time CRF assistance was provided, and the full-time equivalency status of each such job; and
- Addresses of persons who retain the job if census tract or blocks will be used to document LMI status.
- Information on the family size and annual income of each such LMI person.

Turnover jobs:

- Identification of any of the retained jobs (other than those known to be held by LMI persons) projected to become available to LMI persons through turnover within two years of the time CRF assistance was provided;
- The basis upon which the job was determined to be likely to turn over within two years following the CRF assistance;
- The date the job actually turned over;
- The name and income status of the person who filled the vacancy;
- If the person who took the job was not LMI but the claim is that the job was nevertheless made available to LMI persons, records equivalent to those described above to substantiate the "available to" claim; and
- Information on the family size and annual income of each such LMI person hired. Reference: §570.506(b)(6)

## Area Benefit

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Activities that meet eligibility requirements for building improvements, specifically façade improvements, must be located in a commercial district located within a low- and moderate-income census tract in the city limits of Bellevue.

## OTHER REQUIREMENTS

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Projects that utilize CRF assistance must:

- Follow Federal Equal Opportunity Requirements
- Apply to construction activities subject to the Federal Labor Standard Requirements, including Davis-Bacon Prevailing Wage Rules, where applicable.

The CRF assistance will not exceed 50% of the project's total cost. The maximum grant/loan term on real estate shall be 10 years and working capital will be 5 years.

Other conditions or performance standards or penalties may be required depending on the circumstances of the proposed project

## HOUSING REUSE FUND

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### PURPOSE

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The Housing Reuse Fund (HRF) helps with development and rehabilitation of affordable housing within the city limits of Bellevue. The fund will work to meet the housing goals identified in the most recent CDBG Consolidated Plan.

### FUNDING AMOUNT

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The maximum amount of assistance from this program depends on the overall housing project; all code and safety violations must be corrected as part of the project. The minimum amount available is \$10,000.

### APPLICANT ELIGIBILITY

---

Eligible applicants included non-profit organizations, for-profit business, and individual households. To be eligible for HRF assistance, the applicant must:

- a. Ensure benefit to low- and moderate-income households.
- b. The project must be in the Bellevue City limits.
- c. Be duly organized, an existing business/organization in good standing and licensed to do business in the State of Nebraska.
- d. Be current on all income taxes and real and personal property taxes.
- e. Must have current property insurance in an amount equal to. Or greater, than the current assessed value of the property.
- f. Be in full compliance, and ensure that all guarantors are in full compliance, with all requirements related to any previous assistance received under the Community Development Block Grant program.

To determine low- and moderate-income benefit, the applicant will need to provide documentation of the household's total annual gross income does not exceed the 80% area median income within the limitations as established by the U.S. Department of Housing and Urban Development.

### ELIGIBLE ACTIVITIES

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Eligible project activities include:

- Acquisition, clearance, demolition
- Comprehensive Housing Rehabilitation
- Emergency Housing Repairs
- Accessibility Modifications

Federal regulations place limitations on activities that CDBG can fund. Ineligible project activities include:

- Activities not described as eligible and are described as ineligible in 24 CFR 570.209
- Acquisition of land for which a specific use has not been identified, i.e., land banking.
- Payment or refinancing of existing debt.

- Construction of new permanent residential structures or for any program to subsidize or assist such construction.

While actual construction costs are ineligible to be funded through CDBG and the Housing Reuse Fund, cost in support of new construction may be eligible for assistance. Examples include:

1. Acquisition of sites on which housing will be construction
2. Clearance of toxic contaminations of property to be used for the new construction of housing.
3. Site improvements to publicly-owned land to enable the property to be used for new construction – property must be in **public ownership**.

## NATIONAL OBJECTIVE REQUIREMENTS

Project must meet the Low- and Moderate-Income Housing national objective to be eligible under the HRF.

To meet this requirement, 51% of the units in the structure must be occupied by LMI households. However, when less than 51% of the units will be occupied by LMI households, CDBG assistance may be provided in the proportion of the cost of the units in the project that will be occupied by LMI households to the total cost of the development of the project, provided that the proportion is not less than 20% (not less than 20% of the units will be occupied by LMI households at affordable rents). (24 CFR 570.208(a)(3))

## AFFORDABILITY PERIOD

CDBG has no required affordability period for rental units. If the low- and moderate-income housing national objective is used, at least 51 percent of the initial occupants must be low- or moderate-income. Once the building is leased and this threshold is reached, the owner has no ongoing liabilities related to affordability or unit quality. However, grantees may elect to impose these types of requirements as a part of their funding agreements. Also note that as previously described in this section, CDBG-funded properties that are under the control of the grantee, a unit of general local government or a subrecipient, are subject to requirements related to the change of use.

Under the housing national objective, CDBG units must initially be rented at an “affordable rent.” However, CDBG does not define what affordable means. Rather, jurisdictions must adopt standards for what will be deemed “affordable” under their CDBG programs and must make these standards public.

Jurisdictions may choose between one of three income definitions:

- Annual gross income under Part 5;
- Adjusted gross income on the IRS 1040; or
- Annual income as reported on the U.S. Census long form.

Under CDBG, there are no initial or ongoing property standard requirements. Grantees are not required to periodically inspect rental units developed with CDBG, although they may choose to do so. If the grantee wants to impose this type of requirement, it should include this in the funding agreement with the developer or owner.

## ADDITIONAL ELIGIBILITY REQUIREMENTS

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- A minimum of 51% of the initial occupants must be low- or moderate-income residents.
- Elderly households qualify under “presumed benefit” to be LMI households. The City will require that random income verification checks be complete to verify the presumed benefit standard is met.
- No required affordability period for rental units or ongoing property standard requirements under CDBG regulations. Grantees may elect to impose their own affordability/property standard requirements as part of the funding agreements.
- Eligible cost for the construction of rental units where at least 20 percent of the units in each project will be occupied at affordable rents/costs by LMI persons can also include surveys, site and utility plans, and processing fees.

## **ENVIRONMENTAL REVIEW AND PURCHASE REQUIREMENTS**

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According to NEPA and Part 58, the Responsible Entity is required to ensure that the environmental information is available before the decisions are made and before actions are taken. Part 58 prohibits the commitment or expenditure of CDBG funds until the environmental review process has been completed.

Additionally,

- Grantees may not spend either public or private funds or execute a legally binding agreement for property acquisition pertaining to a specific site until environmental clearance has been achieved.
- For the purposes of the environmental review process, “commitment of funds” includes execution of a legally binding agreement such as a property purchase contract
- Use of non-CDBG funds on actions that would be “choice limiting” – i.e., acquisition of real property with non-CDBG funds would disqualify subsequent use of CDBG-granted funds on the acquisition

It is acceptable for grantees to execute non-legally binding agreements prior to completion of the environmental review process. A non-legally binding agreement contains stipulations that ensure the project participant does not have a legal claim to any amount of CDBG funds to be used for the specific site until the environmental review process is satisfactorily completed.

HUD’s regulations at 24 CFR 58.22(d) allow for an option agreement for any project prior to the completion of the environmental review when the following requirements are met:

- (1) the option agreement is subject to a determination by the recipient on the desirability of the property for the project as a result of the completion of the environmental review in accordance with 24 CFR Part 58; and
- (2) the cost of the option is a nominal portion of the purchase price

*A real estate option contract or agreement is a legal agreement between the potential buyer of real property and the owner of that property. The real estate option agreement gives the potential buyer the exclusive right to buy the property at a specific price within a specific time period. The option agreement does not impose any obligation upon the potential buyer to purchase the property. The option agreement does obligate the seller to sell at the specified price if the potential buyer exercises the option to buy in the manner described in the contract.*

## **APPLICATION PROCEDURES**

---

Eligible applicants must contact the program administrators prior to the submission of an application to discuss the proposed project and program requirements. The Applicant shall submit an application package consisting of the following:

- Complete application form
- Documentation of commitment of funds from all sources
- Financial information as outlined in the application

The completed application and all necessary attachments must be submitted to:

City of Bellevue  
CDBG Department  
1500 Wall Street  
Bellevue, NE 68005

Applications may also be emailed. Please contact the City of Bellevue for the appropriate email address for submission. Acceptance of applications shall be subject to the availability of funding.

## **APPLICATION REVIEW PROCESS**

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### 1. Staff Review

The City staff shall review the application for completeness and verify that the proposed project meets the standards and eligibility requirements set forth in this manual. If the application is incomplete, staff will contact the applicant and list the deficiencies. The review process will not continue until the application passes preliminary review. Staff will analyze the complete application and prepare a recommendation for consideration by the City Administrator and Finance Director.

### 2. Environmental Clearance

The proposed project must receive official environmental clearance from the City prior to the applicant expending or committing to the expenditure of any of the CCRF funds. This is a federal requirement and will be completed by City staff.

### 3. Negotiation of Terms

Upon completion of the application review with a favorable recommendation, City Staff shall meet with the applicant to set the terms including, the assistance amount, agreement terms, collateral, and repayment schedule. The terms will be part of the recommendation for the City Council's consideration.

#### 4. Formal Approval/Denial

The City Council will formally review the application, and staff recommendation, and approve or deny the application. Applicants are encouraged to attend the meeting to provide additional information and answer questions by Council members.

#### 5. Notice of Award / Denial of Application

If the application is approved and negotiation of terms is successful, the applicant will be sent a notice of award letter. If the application is not approved, the applicant will be sent a letter of denial stating the reason for denial. The notice letter will have a schedule of when grant/loan documents should be complete and a suggested grant/loan closure date.

### **LENDING CRITERIA**

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The following guidelines have been adopted to clarify the program basis for making loan or grant commitment decisions.

- Loan Term will not exceed ten (10) years. The term of the grant/loan will be established on a case-by-case basis.
- There are no fees associated with the processing of the application.

The Applicant must provide collateral for the amount of the CCRF assistance. No unsecured loans shall be made. Types of collateral may include one or more of the following: (a) Real Estate – liens on real property supported by appraisals establishing sufficient equity generally utilizing a 100% grant/loan to value ratio, (b) Liens on financed machinery, equipment, or other fixtures, generally at a 95% grant/loan to value ratio, or (c) Assignment of Rents.

### **UNDERWRITING REQUIREMENTS**

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The City of Bellevue uses the HUD underwriting guidelines to determine whether proposed CRF assistance is appropriate. In addition, each proposed project will be reviewed to determine that the required level of public benefit will be obtained from the requested expenditure of CRF assistance.

The objective of the underwriting guidelines are to ensure that:

1. Project costs are reasonable
2. All sources of project financing are committed.
3. CRF are not substituted for non-Federal financial support.
4. The project is financially feasible.
5. The return of the applicant's equity investment will not be unreasonably high . CRF assistance are disbursed on a pro rata basis with other financing provided to the project.
6. Sufficient public benefit will be received from the expenditure of the CRF assistance.

This section sets forth the general terms and conditions to which an applicant must agree in order to receive assistance through the Commercial Reuse Fund. These conditions will be included in a recipient agreement that must be signed and executed in order to proceed with the release of funding.

To fulfill this agreement, the Applicant must:

1. Accept responsibility for fulfillment of the agreement and all federal requirements.
2. Will indemnify and hold harmless the City of Bellevue and its agents from any and all disputes or claims of any nature for damages which may arise from the performance of any work associated with the project.

Public underwriting requirements must satisfy criteria concerning the social goals (job creation, housing, national objective, etc.), but also must demonstrate financial responsibility to utilize scarce public funds wisely.

In 24 CFR 570.209 for Entitlements and in Appendix A to the regulations, HUD provides guidelines for financial analysis and public benefit standards. The guidelines are applicable to activities that are eligible for CDBG assistance under 24 CFR Part 570.203 for Entitlements.

Although the suggested financial guidelines and objectives are voluntary, HUD expects some form of basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business.

The standards for evaluating public benefit, however, are mandatory.

In addition to the CDBG guidelines, Office of Management and Budget (OMB), provides guidance on cost principles that apply to all uses of Federal funds.

Furthermore, some HUD programs trigger subsidy layering analysis requirements, which requires underwriting to consider all public subsidies in the project to avoid over-subsidizing through the blending of public subsidies. Whether or not formal subsidy layering analysis is a requirement, consideration of all public subsidies to avoid undue enrichment is fundamental to good public underwriting.

Together, these standards and guidelines require jurisdictions to determine reasonable public assistance and benefit based on general cost principles and specific program standards.

## **EVIDENCE OF PROJECT EXPENDITURES**

Approved funding will be available to applicant following an executed agreement and documentation of collateral is secured.

Documentation shall be provided by the applicant to demonstrate proposed project expenditures prior to the release of funds. Documentation of the use of funds is required within 90 days of receipt of funds. Documentation includes invoices or receipts for materials and supplies, final bills of sale, letters from lenders, and/or canceled checks. All documentation shall be reviewed and approved by staff. Staff shall also verify the installation of all fixed equipment.

## **FEDERAL REGULATIONS**

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The Applicant will have to abide by all terms and conditions of Federal Regulations governing Community Development Block Grant funding, including:

**Federal Labor Standards:** The Borrower must abide by established minimum wage rates (Davis Bacon Act as supplemented by Department of Labor regulations) contained in entitlement grant regulations 24 CFR 570.603 FOR ALL commercial construction contracts awarded in excess of two thousand dollars (\$2,000).

**Lead-Based Paint Hazards:** Any Rehabilitation loans made by the City of Bellevue shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards.

**"Section 3" of the Housing and Urban Development Act of 1968:** The Borrower must comply with the Provisions of Training, Employment and Business Opportunities and will comply with Title IX Section 915, Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992; and in accordance, in all work made possible by or resulting from this contract, affirmative action will be taken to ensure that residents (preferably; lower income) of the City of Bellevue are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the City of Bellevue are to the greatest extent feasible, awarded contracts.

**Flood Hazard Insurance:** If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood plain insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.

**Civil Rights Act of 1964:** The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with Title VI of the **Civil Rights Act of 1964, codified** in United States Code Title 42 Sec. 2000(d), and Title VIII of the Civil Rights Act of 1968, and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in the United States shall, on the ground of race, color, national origin, religion, age, or sex, be excluded from participation in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other federal financial assistance. The operating agency will immediately take any measures necessary to effectuate this agreement.

**Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no Federal Housing Commissioner shall be admitted to share any part of this Program or any benefit to arise from the same.

**Interest of Members, Officers, or Employees of Operating Agency, Members of Local Governing Body, or Other Public Officials:** No member, officer or employee of the Department of Development (Planning, Community Development or Code Enforcement) or its agents or assignees, no municipal officers of the City, and no other member of any board or commission, elected or appointed official of Bellevue or employee of the City of Bellevue, who exercises any decision-making functions or responsibilities regarding the Community Development Program, shall have any direct or indirect

pecuniary interest, as that term is defined by 30 MRSA, Section 2250, et seq., in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement.

**Bonus, Commission or Fee:** The Borrower cannot pay any bonus, commission or fee for the purpose of obtaining the City of Bellevue's approval of the loan application, or any other approval or concurrence required by the City of Bellevue or its designee to complete the rehabilitation work, financed in whole or in part with the rehabilitation loan.

### *Labor Standards:*

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The **Davis-Bacon Act** (40 USC, Chapter 3, Section 276(a)-276(a)-5; and 29 CFR Parts 1, 3, 5, 6 and 7) is triggered when construction work over \$2,000 is *financed* in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area.

The **Copeland Anti-Kickback Act** (40 USC, Chapter 3, Section 276(c) and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.

The **Contract Work Hours and Safety Standards Act** (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).

## **CONTRACTOR ELIGIBILITY**

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To be an eligible contractor the following standards apply:

1. **Insurance** -- The contractor and subcontractors shall carry Worker's Compensation Insurance for all their employees in accordance with the Worker's Compensation laws of the State of Nebraska. The contractor and subcontractors shall carry Manufacturer's and Contractor's Public Liability Insurance with a limit of \$300,000 for personal injury or death and \$100,000 for property damage. The City may require bonding for contracts in excess of \$100,000. The City will require evidence of insurance prior to signing a construction contract.
2. **License and Qualifications** --The contractor shall have in effect a license if required by the City of Bellevue, or State of Nebraska. The contractor must have completed a Department of Economic Development approved Lead Safe Work Practices course, if pertinent to the work being performed.
3. **Credit** -- The City may require a list of credit references, names of suppliers, name of bank where contractor does business, and names and addresses of recent home improvement customers.

4. **Skill and Equipment** -- No approval of a contract shall be given unless the construction contractor can satisfactorily demonstrate that he/she and/or their subcontractor(s) have the necessary skills and equipment to perform the work in an efficient and expedient manner.
5. Bid proposals may be secured from and awarded to a member of the applicant's family (i.e., relative) if the bidder:
  - a. is a bona fide and skilled tradesman;
  - b. is not living in the same household as the borrower;
  - c. has no direct or indirect financial interest in the property to be rehabilitated; and
  - d. the relationship is disclosed in writing by the Borrower at the time of bid proposal.
6. All contractors working on federally funded projects of \$2,000 or more are subject to Davis-Bacon Act which requires the City to monitor for compliance with this Act. The contractor must agree to submit certified payrolls for all employees who are employed on the project and the City must have access to those employees for the purpose of conducting an interview as part of the compliance.

## **CONFLICT OF INTEREST**

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No member of the governing body of the City and no other official, employee or agent of the City government who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of this program will be directly or indirectly eligible for this program. Waivers for any conflict situation must be requested according to the City of Bellevue and U.S. Department of Housing and Urban Development guidelines.

## **DEFAULT**

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In the event the Applicant is in default as defined by the Agreement, the City of Bellevue shall prepare a written Notice of Default and mail such Notice to the Borrower. The Notice shall specify the following:

- The event and date of the alleged default.
- The action required to cure the default.
- A date, not less than ten (10) days from the date of the Notice of Default for monetary default and thirty (30) days from the Date of Default for non-monetary default, by which the default must be cured to avoid foreclosure or other collection action.
- Any penalties incurred as a result of the default.

If the Applicant shall fail to create and/or retain the jobs required by the Agreement, the Applicant shall be subject to fines for non-performance, as well as, any other penalty provided in the Agreement.

The City of Bellevue CDBG staff shall report to the Finance Director regarding all loans in default as soon as practicable and without delay. Defaults shall be placed on the agenda of the next regularly scheduled City Council meeting, except that amendment of a noticed meeting agenda shall not be made less than 24 hours (excluding weekends and holidays) before the scheduled meeting date.

## **APPENDIX I: APPLICATION FORM**

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**CITY OF BELLEVUE  
CDBG COMMUNITY REVITALIZATION FUND  
APPLICATION CHECKLIST**

This packet includes a description of the commercial and housing programs available, an eligibility checklist that applies to all applicants, and an application form. The following is a list of items required when submitting your application:

- Signed and completed grant/loan application
- Business plan (*Attachment 1: Express Business Plan* template may be used if the business does not already have one)
- Business Tax Returns, along with Income and Expenses statements, for past three years OR Personal Tax Returns for the past three years.
- Copy of most recent business financial statement
- Recent Credit Report Print Out
- SAM.gov Registration Documentation

**NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. ALL TAX RETURNS AND FINANCIAL INFORMATION MUST BE SIGNED AND DATED.**

Following initial application review by the City of Bellevue, eligible applicants will be contacted by city staff to answer any remaining questions regarding the application. Staff will then begin the environmental review process for the project.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REQUIREMENTS

The following is a list of Housing and Urban Development (HUD) requirements that **may** apply to your project if it is federally funded by the City's loan and grant programs. Please be advised that upon receipt of your application the project will be assessed and a determination will be made as to which requirements will apply.

**Davis/Bacon Act:** For commercial projects that exceed \$2,000, contractors who bid on the project will need to comply with current wage rate determinations issued by Department of Labor. All labor costs will be monitored to ensure workers are paid a fair wage. (Please request the informational packet prior to requesting bids from contractors. Wage Rates can change daily, ask for the most current available rates.)

**Historic Preservation:** A building which is designated as historically significant or is located in a designated historic district **must be** reviewed and approved by the local Historic Preservation Board and the State Historic Preservation Office.

**Environmental Review:** All projects are subject to this review that includes a city inspection by the code enforcement office. Items that are reviewed may include but are not limited to: Asbestos, lead paint hazards, floodplains, wetlands, noise, thermal/explosives and solid waste disposal.

**Lead-Based Paint Hazards:** Any Rehabilitation grants made by the City of BELLEVUE shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards.

**Flood Hazard Insurance:** If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood plain insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.

**For more information on these items, please contact the  
CDBG Department for the City of Bellevue at (402) 293-3000.**

**CDBG COMMUNITY REVITALIZATION FUND  
APPLICATION FORM**

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*APPLICATION FUND (SELECT ONE):*    *COMMERICAL REUSE FUND*    *HOUSING REUSE FUND*

***I. Applicant and Business Information:***

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Type of Business:   Sole Proprietor   Partnership   LLC   Corporation   S-Corporation   Other: \_\_\_\_\_

Date established: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Federal Tax I.D. #: \_\_\_\_\_ DUNS #: \_\_\_\_\_

Business Description (attach additional sheets as necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**II. Management (Proprietors, Partners and Stockholders owning 20% or more of stock)**

Name	Address	% owned	Social Security #

For Corporations, please furnish the names and addresses of:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary/Clerk: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Directors: \_\_\_\_\_

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**III. Site Control**

Does the applicant have control of the business site? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate type of control: Own \_\_\_\_\_ Lease \_\_\_\_\_  
 Type of Lease \_\_\_\_\_  
 Terms of Lease \_\_\_\_\_  
 Lease/Option \_\_\_\_\_  
 Other \_\_\_\_\_

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**IV. Environmental Impact:**

Do any of your activities cause any form of pollution or nuisance: Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please explain (attach additional sheets as necessary): \_\_\_\_\_

Does your business require EPA approval? \_\_\_\_\_

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**VII. Labor Information\*:** (attach more pages if needed)

Current Number of Employees: \_\_\_\_\_ Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

If requesting funding to retain jobs:

<i>Existing Position (Please list Retained position titles, not employee names)</i>	<i>Address of Employee Retained (Required)</i>	<i>Part Time or Full Time</i>	<i>Total Household (including employee)</i>		<i>Health Benefits Offered</i>
			<i>Size</i>	<i>Annual Income (total)</i>	
		<input type="checkbox"/> PT <input type="checkbox"/> FT		Total HH Annual \$	<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT			<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT			<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT			<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT			<input type="checkbox"/> Yes
<b>Total FTE</b>			Click or tap here to enter text.		

If requesting funding to create jobs:

<i>Position (Expected to Create with CDBG funds)</i>	<i>Number of Positions</i>	<i>Part Time or Full Time</i>	<i>Entry Level</i>	<i>Offered to LMI Household</i>	<i>Health Benefits Offered</i>
		<input type="checkbox"/> PT <input type="checkbox"/> FT	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<b>Total FTE</b>		Click or tap here to enter text.			

Total Full Time Positions Retained + Created :		Total Part-Time Retained + Created:	
Number of FTE Jobs Created/Retained by this Project:			
Ratio of Jobs Created/Retained by CDBG Funding): (Min requirement = 1:\$20,000)			

*\* If awarded additional demographic information will be required before disbursement of funds. These include, but are not limited to race and ethnicity, age, sex, and disability of positions retained. If the positions are created the same demographic information will be required for those jobs retained. The employer must collect that information at application and submit to the City to show compliance with CDBG funding.*

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**VII. Applicant Certification**

It is hereby represented and certified by the undersigned that to the best knowledge and belief of the undersigned, the information contained herein and attached hereto is accurate and correct and truly descriptive of the project, the **Applicant** and any guarantor or other proposed project occupant.

I understand that assistance from the CITY OF BELLEVUE’s CDBG Community Revitalization Program are generally for a maximum of five years and that the programs can be utilized only when credit **is not** otherwise available.

I understand the CITY OF BELLEVUE City Council is the only power authorized to approve my financing request and that I can rely only upon **written evidence** from the City that the City Council has approved my request. Any other communications are preliminary in nature and **do not, in any way, constitute a commitment to lend**.

If my application is approved, the CITY OF BELLEVUE may use my name, the company’s name and the assistance amount for promotional purposes.

Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If Incorporated:

Corporate Name: \_\_\_\_\_

By (Title): \_\_\_\_\_

Date: \_\_\_\_\_

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Non-discrimination Statement The U.S. Department of Housing and Urban Development (HUD) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation or marital or familial status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, ect.) should contact the City Administrator’s Office. HUD is an equal opportunity provider and employer.

## CONSUMER CREDIT AUTHORIZATION

The following information is needed to complete a personal credit investigation. This form is to be completed by each applicant (individual, corporation or partnership), and each partner or shareholder holding a 20% or more interest in the company. A separate form must be completed for any co-applicant and corporation.

I (we) authorize the CITY OF BELLEVUE to contact credit reporting agencies and creditors with regard to the status of any past or outstanding debt, or such other credit information that such agencies normally hold available for credit worthiness evaluation at present or at any time in the future for the purpose of making or monitoring the loan.

***CITY OF BELLEVUE will not proceed with the review of your application review without these reports.***

Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Birth Date: \_\_\_\_\_

***YOU MUST INCLUDE A CHECK PAYABLE TO CITY OF BELLEVUE FOR \$25.00 FOR EACH PERSONAL CREDIT REPORT AND AN ADDITIONAL \$25.00 FOR THE BUSINESS CREDIT REPORT.***

***Please list three (3) trade references that we may contact in order to verify your business credit history (not applicable for startup business ventures):***

	Trade Reference #1	Trade Reference #2	Trade Reference #3
<b>Business Name</b>			
<b>Contact Person</b>			
<b>Telephone Number</b>			

## PART II

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To complete the application process, please complete the following sections of the application and include the following items:

- Itemized list of Proposed Building/Site Improvements
- Contractor proposals (at least two) for each phase of project

The completed application must be submitted to the City of Bellevue for processing. Applications will be processed in the order they are received.

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### ***I. Proposed Project Budget***

#### **Anticipated Project Costs (Uses):**

Building purchase or renovations ( _____ sq. ft.)	\$ _____
Professional Fees	\$ _____
Other	\$ _____
Other	\$ _____
<b>Total Uses</b>	<b>\$ _____</b>

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#### **Anticipated Sources of Financing:**

Bank: _____	\$ _____
Private Investors	\$ _____
Owners Equity	\$ _____
Other	\$ _____
CITY OF BELLEVUE Assistance Request	\$ _____
<b>Total Sources</b>	<b>\$ _____</b>

**Attachment 1: Express Business Plan Outline**

If you do not have a business plan already created that covers the same information requested below, please complete this outline to assist with your CDBG Community Revitalization Program application for assistance. Please complete the following sections and submit this document with your application.

<p>What’s the name and address of your business? Click here to enter text.</p>
<p>What is the legal structure of your business (sole proprietor, corporation, LLC)? Click here to enter text.</p>
<p>Who owns the business (name and % ownership)? Click here to enter text.</p>
<p>When did your business start? Click here to enter text.</p>
<p>What is your primary product or service? Click here to enter text.</p>
<p>Who are your primary customers (Target Market) and how do you communicate with them? Click here to enter text.</p>
<p>What makes your customers buy from you instead of your competition (price, convenience, customer service, other)? Click here to enter text.</p>

List your total annual revenues and net profit/loss for the last three years:

Year	Annual Revenues	Profit/Loss
Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.
Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.
Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.
<p>What are your projected annual revenues and net profit/loss for this year: \$ Click here to enter text.</p>		
<p>How much funding are you requesting: \$ Click here to enter text.</p>		
<p>How exactly will you use the funds and how will improve your business: Click here to enter text.</p>		
<p>How many jobs with this funding retain or create?</p>	<p>Full Time: Click here to enter text.</p>	<p>Part Time: Click here to enter text.</p>
<p>Name of Applicant</p>	<p>Signature</p>	<p>Date</p>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/21/2021	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

SUBJECT:

Request to approve the Memorandum of Understanding between the City of Bellevue and Redwood USA LLC

SYNOPSIS/BACKGROUND:

On August 3, 2021, the City Council approved the preliminary plat, final plat, and rezoning for Redwood 25, for the purpose of a multi family residential development south of 25th Street/Cornhusker Rd. As part of this development, city staff requested the developer dedicate right-of-way along the northern boundary of the property to facilitate a future street connection from South 21st Street to South 25th Street, in order to alleviate traffic congestion in a busy commercial area. The attached MOU outlines responsibility between the city and developer as this project moves forward. This MOU has been drafted and agreed upon by the City Attorney, Public Works, Planning, and Redwood.

FISCAL IMPACT:  BUDGETED FUNDS?: NO  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED: NO

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approval of the attached MOU as presented.

ATTACHMENTS:

1. Memorandum of Understanding
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*  
*Mark Elv* *Kevin J. Re...*

**Memorandum of Understanding**  
**between**  
**the City of Bellevue and Redwood USA LLC**

This Memorandum of Understanding (the “MOU”) is made on this 21st day of September, 2021 by and between The City of Bellevue (the “City”) and Redwood USA LLC, or its assignee (“Redwood”) for the purpose of achieving the various aims and objectives relating to the Collaborative Wolf Creek Drive and Drainage Project (the “Project”).

**WHEREAS**, Redwood is currently under contract to purchase certain real property located southeast of the corner of Cornhusker Road and S. 25<sup>th</sup> Street near the City of Bellevue and more particularly known as Sarpy County Parcel Number 010933743 (“Redwood Parcel”), and, provided Redwood proceeds with the purchase thereof, intends to develop and thereafter operate the same as single-story, multi-family residential project (“Development”);

**WHEREAS**, the City and Redwood desire to enter into an agreement in which the City and Redwood work together to complete the Project;

**WHEREAS**, the City and Redwood desire to enter into a MOU between them, setting out the working arrangements and agreements that each of the parties agree are necessary to complete the Project and protect interests of each party now and in the future;

**WHEREAS**, the parties understand that on August 3, 2021 Redwood received approval from the Bellevue City Council to rezone the Redwood Parcel to permit Redwood’s Development, as further outlined in Ordinance No. 4045. On the same date, Redwood also received approval from the Bellevue City Council of the preliminary plat for Lot 1, Redwood 25 and the final plat for Lot 1, Redwood 25 (“Final Plat”). In said Final Plat, Redwood dedicated right-of-way (“ROW”) to the City for the purposes of future development of Wolf Creek Drive by the City; and

**WHEREAS**, the parties understand and agree that should Wolf Creek Drive be developed by the City in the future, it could impact the drainage through the Redwood Parcel and impact the

channel that runs through the Redwood Parcel (Channel indicated on Exhibit "A" attached hereto). The parties desire to enter into a MOU to protect the investment of Redwood so any future development of Wolf Creek Drive does not damage or negatively impact the Development and to provide consideration to Redwood for the dedication of the ROW to the City for future development of Wolf Creek Drive and to provide for responsibilities of the parties for the maintenance of the channel/drainage way/green space that runs through the Redwood Parcel and other protections for each party as outlined herein.

**THEREFORE**, the parties agree to the following:

1. Redwood agrees that they will do the initial clearing, grading, cleanup, and planting (if applicable) of the drainage way/channel/green space that runs north to south on the Redwood Parcel and shall be responsible for all future maintenance in the future as well (provided the volume of drainage through the drainage way/channel/green space isn't adversely affected by the Project);
2. The City and Redwood will work with Lamp Rynearson to develop the engineering design including any necessary stormwater drainage easements to integrate the Wolf Creek Drive roadway with the Redwood development. While each project is separate, the design of the two projects will include a complete, coordinated drainage design for the sites utilizing the Omaha Regional Stormwater Design Manual. Costs necessary to cover this additional design effort as well as the increased cost of Redwood's construction due to the drainage modifications versus Redwood's original design will be paid for by the City within forty-five (45) days after receipt of an invoice from Redwood. In the future, should the City proceed with the construction of Wolf Creek Drive, all costs associated with the Wolf Creek Drive construction will be the responsibility of the City. The parties agree to review the costs and work in good-faith with one another to help achieve an integrated drainage design for the two projects. Upon completion of construction, the City would be responsible for the maintenance of the design solution relating directly to Wolf Creek Drive.
3. The parties agree that at such time as it becomes necessary due to the development of Wolf Creek Drive, the City shall be allowed to install basins on the north side of the Redwood Parcel (within the ROW area, except as otherwise agreed by the parties in a mutually-

agreeable easement), in such location(s) as reasonably acceptable to Redwood, in order to ensure that detained stormwater runoff is released at the same rate as before construction of Wolf Creek Drive. The costs of said basin installation at that time would be the responsibility of the City, and the City shall have responsibility for maintaining and repairing the same (in a commercially reasonable manner, given its proximity to and visibility from the Development), at the City's cost, in perpetuity;

4. The parties agree that the City will be responsible for the maintenance of the previously dedicated right-of-way (ROW) north of the Redwood Parcel;
5. The City and Redwood shall cooperate, in good faith, to negotiate any required easements related to the activities contemplated by this MOU; and
6. In consideration for the foregoing agreement by Redwood, the City agrees as follows:
  - a. The City will sign the Final Plat promptly upon request by Redwood and in such a manner as to not unreasonably delay the recording thereof;
  - b. The City will assist Redwood, to the extent possible, in obtaining addresses for Redwood's Development;
  - c. The City will perform its initial review of the grading plan and associated grading permit applications for the Development promptly upon request by Redwood.

As used herein, "promptly upon request" means within ten (10) business days.

In the event Redwood acquires the Redwood Parcel in the name of an affiliate, this MOU shall automatically be deemed assigned to such affiliate. In the event Redwood does not acquire the Redwood Parcel and/or otherwise does not proceed with the Development thereon, this MOU shall be deemed terminated and of no force and effect. This MOU may be signed in one or more counterparts.

This MOU encompasses the complete agreement of the parties:

CITY OF BELLEVUE

\_\_\_\_\_  
Mayor, Rusty Hike

\_\_\_\_\_  
Date

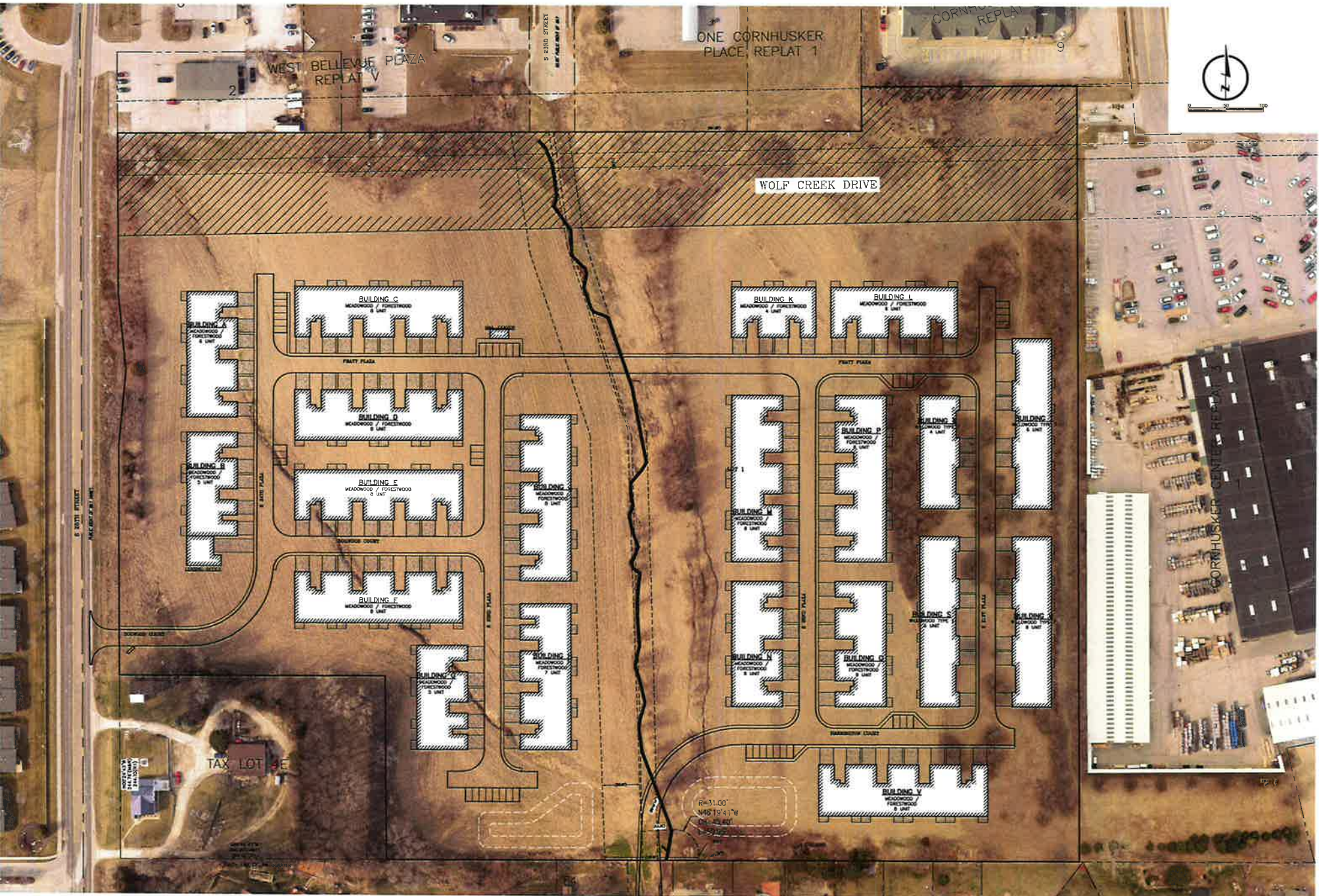
REDWOOD USA LLC

\_\_\_\_\_  
David Conwill, Authorized Manager

\_\_\_\_\_  
Date

Exhibit "A"

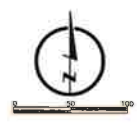
Channel Depiction



WEST BELLEVUE PLAZA  
REPLAT V

ONE CORNHUSKER  
PLACE REPLAT 1

WOLF CREEK DRIVE



BUILDING A  
MEADOWS / FORESTWOOD  
& UNIT

BUILDING C  
MEADOWS / FORESTWOOD  
& UNIT

BUILDING K  
MEADOWS / FORESTWOOD  
& UNIT

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BUILDING O  
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BUILDING S  
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& UNIT

BUILDING T  
MEADOWS / FORESTWOOD  
& UNIT

BUILDING V  
MEADOWS / FORESTWOOD  
& UNIT

TAX LOT

R=31.00'  
N48°19'41"W  
D=29.40'

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Ashley Decker		Human Resources Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	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	<input type="checkbox"/>

SUBJECT:

Employee Handbook Update

SYNOPSIS/BACKGROUND:

Handbook changes were needed to align the policies governing unclassified employees with the newly approved collective bargaining agreements.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve revised Employee Handbook for adoption.

ATTACHMENTS:


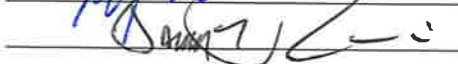
1.
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

**CITY OF BELLEVUE, NEBRASKA  
EMPLOYEE HANDBOOK**



REVISED FEBRUARY 18, 2020 SEPTEMBER 21, 2021

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## I. INTRODUCTION

### A. WELCOME

Welcome to the City of Bellevue. As an employee of the City, and thus the citizens of Bellevue, you are an integral member of a team that provides efficient, high quality services to our citizens and businesses. Our team's success depends on the efforts and contributions of you and your fellow employees.

The City designed the policies and practices in this handbook to provide a fair, equitable, and competitive working environment for employees like you. This handbook explains the basic benefits available to you and outlines your general responsibilities as an employee. If, at any time, you have questions about the policies, practices, and benefits in this handbook, please contact your Supervisor or the Human Resources Director.

### B. STATUTES, COLLECTIVE BARGAINING AGREEMENTS & INDIVIDUAL EMPLOYEE CONTRACTS

If any provision of this Employee Handbook conflicts with applicable Nebraska statutes, collective bargaining agreements, and/or individual employee contracts, those statutes, collective bargaining agreements, and/or individual employee contracts take precedence over the particular provision or provisions of this handbook. Employees represented by the Bellevue Professional Management Association (BPMA), Police Command Staff Association (PCSA), Civilian Employees Association of Bellevue (CEAB), Bellevue Police Officers Association (BPOA), Bellevue Professional Firefighters Association (BPFA), and The International Association of Firefighters Local 4906, and who have entered into a labor contract with the City of Bellevue will receive benefits and wages as stated in the labor agreement. In areas where the labor agreement is silent, the employees will adhere to the provisions of the City of Bellevue Employee Handbook. In the event any current labor agreement between the City and any certified bargaining unit is terminated for any reason, the benefits and wages as outlined in the termed labor agreement will become part of the Employee Handbook as approved by the City Council.

### C. MANAGEMENT RIGHTS

This handbook supersedes prior employee handbooks and policies, and seeks to outline the City's fundamental employment policies and practices and the core benefits offered to its employees. Because the City cannot anticipate every issue or circumstance that may arise, the City maintains the authority to interpret, apply, modify, or discontinue the policies, practices, and benefits in this handbook. The City also reserves the right to adopt new policies, practices, and benefits, and authorizes its Department Directors to adopt policies, practices, guidelines, and standard operating procedures necessary to manage their departments and employees. Approved standard operating procedures may take precedence over policies laid out in this handbook.

At the direction of the City Administrator, Directors shall be responsible for the enforcement of the procedures, rules and policies of the Employee Handbook. A Director may establish supplemental employee regulations or procedures as deemed necessary for efficient and orderly administration and for maintaining the proper management of departmental functions and employees. All supplemental regulations or procedures are subject to approval of the City Administrator and a copy will be made available to each employee of the department.

**D. ORGANIZATION FOR CITY ADMINISTRATION**

**1. City Administrator**

- a. The City Administrator, as chief executive officer of the City, will be responsible for the proper administration of the activities of the City.
- b. The City Administrator will have the authority to appoint and remove all Directors and employees in all City departments (subject to Civil Service Rules and Regulations when applicable and established contracts). Positions appointed by the Mayor are only subject to removal by the Mayor.
- c. It will be the function of the City Administrator to formulate City employee policies, to prescribe procedures, and to administer these policies and procedures with the aim of facilitating personnel administration for the operating departments as efficiently as possible.
- d. Except as otherwise provided by City Ordinance or State Statute, the City Administrator, or his/her designee, will be responsible for the following:
  - i. Recruiting, interviewing, and testing job applicants;
  - ii. Ensuring all appointments are made on the basis of merit;
  - iii. Maintaining the classification plan;
  - iv. Administering the pay plan;
  - v. Keeping records of all employees;
  - vi. Ensuring adherence to grievance procedures; and
  - vii. Promoting training programs and fostering good employee relations.
- e. The City Administrator will be responsible for maintaining appropriate management among City employees.

**2. Civil Service Commission**

All present full-time firefighters and full-time police officers and future appointees to such full-time positions shall be subject to the Nebraska Civil Service Act, as codified in Neb. Rev. Stat. §19-1825, et. Seq., and the City Code.

Pursuant to Section 19-1830 of the Nebraska Civil Service Act and Section 2-250 of the City Code, the duties of the Civil Service Commission shall include testing of candidates for appointment and promotion, establishing and maintaining eligibility lists and conducting investigations and hearings regarding certain disciplinary actions against sworn full-time firefighters and full-time police officers.

## II. EMPLOYMENT POLICIES

### A. AT-WILL EMPLOYMENT

Unless you have a written employment, contract approved by the City Council and signed by the Mayor, you are an “at-will” employee. This means that your employment with the City is for an unspecified period of time and you can end your employment relationship with the City at any time. Likewise, the City can end its employment relationship with the you at any time for any lawful reason. Only the City Council has the exclusive authority to change your status as an “at-will” employee.

This handbook does not constitute a contract of employment. Statements contained in this handbook or made in the course of performance evaluations should not be construed as constituting an employment contract or an express or implied promise of continued employment.

### B. IMMIGRATION LAW COMPLIANCE

All new employees, regardless of employee classification, are required as a condition of employment to complete the Employment Eligibility Verification Form I-9. In compliance with the Immigration Reform and Control Act of 1986, the City is committed to employing only United States citizens and those who are authorized to work in the United States. The City does not unlawfully discriminate against employees or potential employees on the basis of citizenship or national origin. Employees must complete the Employment Eligibility Verification Form I-9 and present the mandated documentation establishing identity and employment eligibility. Reverification of eligibility of employment may also be required under certain circumstances. Former employees who are rehired must also complete the form and are subject to eligibility and reverification (where applicable) requirements. The E-verify system will be used to confirm work authorization.

### C. EQUAL EMPLOYMENT OPPORTUNITY

The City is committed to the principle of equal employment opportunity and makes employment decisions consistent with this principle. The City provides equal employment opportunity to all employees and applicants without regard to age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other prohibited basis of discrimination. In addition to federal law requirements, the City complies with applicable state and local laws governing nondiscrimination in employment in every location of the City. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, layoff, recall, transfer, discipline, leaves of absence, compensation, training, and discharge.

As part of its Equal Employment Opportunity policy, the City will also take affirmative action required by applicable laws to ensure that minorities, females, veterans, and qualified disabled individuals are introduced into our workforce and considered for promotional opportunities.

It is a violation of this policy to discriminate against any individual based on age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other prohibited basis of discrimination under applicable federal, state, or local law. Any member of management who knowingly allows or tolerates discrimination is in violation of this policy.

If you believe you have been discriminated against, you must report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisors; (2) your department Director; or (3) the Human Resources Director. Supervisors receiving a complaint must immediately report it to their department Director or Human Resources Director.

#### **D. WORKPLACE BULLYING**

In keeping with its goals of providing a work environment that is free from discrimination and harassment, the City prohibits workplace bullying. Workplace bullying is repeated inappropriate behavior toward an individual, and may be intentional or unintentional, direct or indirect, or verbal, non-verbal, or physical.

Examples of workplace bullying include, but are not limited to:

1. Disregarding, excluding, ignoring, isolating, or singling out an individual in the work environment and at work-related activities.
2. Humiliating, insulting, ridiculing, and/or making abusive or offensive remarks to an individual.
3. Threatening to take corrective action against or discharge an employee for undocumented or unsubstantiated reasons.
4. Interfering with an individual's ability to perform his/her job by assigning meaningless or menial tasks, setting unachievable deadlines or goals, providing ambiguous instructions, or withholding information.
5. Raising one's voice, shouting, and/or yelling at an individual.
6. Assaulting, hitting, kicking, pinching, poking, pushing, shoving, tripping, and/or other unwanted physical contact or the threat of such contact to person or property.
7. Criticizing on matters unrelated or minimally related to an individual's job duties or job performance.
8. Creating and/or spreading gossip or rumors about an individual.
9. Refusing or withholding reasonable requests for vacation leave, sick leave, or other leaves of absence.

Any member of management who knowingly allows or tolerates workplace bullying is in violation of this policy. If you believe you have been bullied against, you must report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director. Supervisors receiving a complaint must immediately report it to their department Director or Human Resources Director.

#### **E. HARASSMENT-FREE WORKPLACE**

The City strives to create and maintain a work environment wherein people are treated with dignity, decency, and respect by all other employees currently employed by the City.

1. **Unlawful Harassment/Discrimination:** The City strives to maintain a work environment that is free from all forms of unlawful harassment based on age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other characteristic protected by applicable federal, state, or local law (referred to in this policy as a "protected characteristic"). This policy prohibits unlawful harassment based on any of these protected characteristics occurring before, during, or after work hours and regardless of whether

it occurs on City property. The City's Harassment-Free policy also encompasses any and all forms of harassment or bullying, through social media sites or other electronic communication outlets. These forms of communication include, but are not limited to, email, text messaging, instant messaging, and social networking sites such as Facebook, Twitter, Instagram, and LinkedIn. Unlawful harassment may encompass a wide variety of verbal, non-verbal, and physical behaviors, which may be sexual or non-sexual in nature.

a. **Non-sexual harassment** is conduct that is offensive, threatening, intimidating, or shows hostility toward an individual because of a protected characteristic. Non-sexual harassment means unwelcome conduct of a severe or pervasive nature that: (1) unreasonably interferes with an employee's work performance; (2) creates an abusive, intimidating, hostile, or offense work environment; or (3) is made a condition of employment.

i. Examples of non-sexual harassment include, but are not limited to:

1. Belittling, denigrating, insulting, or ridiculing an individual or an individual's group based on a protected characteristic.
2. Making derogatory or offensive comments, epithets, jokes, labels, slurs, or stereotypes that are based on a protected characteristic.
3. Sharing or displaying photographs, cartoons, pictures, videos, recordings, jokes, or objects that show hostility toward an individual or group's protected characteristic.

2. **Sexual Harassment:** Sexual Harassments means unwelcome sexual conduct of a severe or pervasive nature that unreasonably interferes with an employee's work performance or creates an abusive, intimidating, hostile, or offensive work environment. Sexual harassment includes unwelcome sexual advances and/or propositions, requests and/or pressures for sexual favors, physical contact of a sexual nature, sexually explicit language and/or gestures, and other conduct of a sexual nature when such conduct is used as the basis for employment decisions or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

i. Examples of sexual harassment not previously mentioned include, but are not limited to making, showing, sharing, and/or distributing:

1. Sexual innuendos, comments, or remarks.
2. Lewd, obscene, vulgar, or sexually suggestive or demeaning gestures, looks, or remarks.
3. Forced, or the threat of forced, sexual assault, intercourse, or molestation.
4. Pornographic or sexually explicit material, including photographs, cartoons, pictures, videos, recordings, jokes, or objects.
5. Uninvited physical contact such as brushing up against, cornering, fondling, hugging, kissing, patting, pinching, poking, rubbing, tickling, or touching another.

3. **Harassment:** Harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any other person working for or on behalf of the City.
  - i. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.
    1. Unwelcome conduct of a severe or pervasive nature that:
      - i. Unreasonably interferes with an employee's work performance;
      - ii. Creates an abusive, intimidating, hostile, or offensive work environment; or
      - iii. Is made a condition of employment.
    2. Belittling, denigrating, insulting, or ridiculing an individual.
    3. Making repeated comments that are offensive or unwelcome.

Any member of management who knowingly allows or tolerates harassment of any kind is in violation of this policy.

If you believe you have been harassed, you must report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director. Supervisors receiving a complaint must immediately report it to their department Director or the Human Resources Director.

#### **F. WORKPLACE VIOLENCE**

The City is committed to providing a work environment that is safe and free from acts of violence or threats of violence through our zero-tolerance workplace violence policy. The City prohibits actual or threatened violence against or by employees, citizens, and vendors of the City.

Examples of prohibited conduct include, but are not limited to:

1. Assaulting
2. Damaging property
3. Fighting
4. Harassing
5. Injuring
6. Intimidating
7. Pushing/shoving
8. Threatening
9. Any other behavior that could reasonably cause an individual to fear for his/her safety

The City further prohibits non-public safety employees (i.e. Fire Department and Police Department employees) from possessing or carrying of any explosive, gun, knife, or other weapon or object capable of causing serious bodily injury while on City property (City building, facility, vehicle or equipment) or while performing work as a City employee. Employees that have a legitimate business need may carry tools or knives that have been pre-approved for use. This applies to all non-public safety employees including those with valid concealed carry permits.

Any member of management who knowingly allows or tolerates workplace violence is in violation of this policy.

You must report any actual or threatened violence to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director. If necessary, call 911. Supervisors receiving a complaint must immediately report it to their department Director or the Human Resources Director.

**G. HARASSMENT, BULLYING AND WORKPLACE VIOLENCE COMPLAINT AND INVESTIGATION PROCEDURE**

Should an instance of bullying, harassment or workplace violence occur, both the employee and the City play a vital role in correcting the bullying, harassment or workplace violence. No employee will be retaliated against for complaining of bullying, harassment or workplace violence.

Any employee is initially responsible for communicating any bullying, harassment or workplace violence to their immediate supervisor, their department Director or the Human Resources Director. Any employee who believes he or she is being bullied or harassed is encouraged to communicate the offensive behavior to the person responsible for the behavior and, request that the offensive behavior stop.

1. **Notification:** Any employee who is not comfortable in directly approaching the person responsible for the bullying, harassment, or workplace violence or whose request to stop was unsuccessful should notify any one or all of the following:
  - a. Their Director;
  - b. Human Resources Director; and/or
  - c. Immediate Supervisor.
  - d. Notify the Police Department (402) 293-3100 or call 911 if in immediate danger.

The City is responsible for correcting bullying, harassment or workplace violence. When one of the supervisory individuals mentioned above is notified or becomes aware of possible bullying, harassment, or workplace violence, such supervisory individual shall notify the Human Resources Director within five (5) working days. The Human Resources Director will contact the employee who reported the bullying, harassment, or workplace violence and request that they draft a written complaint outlining the behavior and complaint and provide a copy back to the Human Resources Director. Upon receiving a written complaint, the Human Resources Director shall forward a copy of the same to the City Administrator. After receiving the written complaint, the City Administrator or a designated representative is responsible for ensuring that a prompt investigation occurs in accordance with the procedures outlined below.

2. **Corrective and/or disciplinary action** will be taken whenever:
  - a. Any bullying, harassment or workplace violence has occurred; or
  - b. When a Supervisor has known or should have known of the bullying, harassment, or workplace violence behavior and the Supervisor failed to take action to stop such bullying, harassment or workplace violence.

3. **Investigation:** If applicable, the Director, Human Resources Director, City Administrator, or his/her designee in conjunction with the City Attorney, will ensure that a thorough investigation is carried out that respects the rights and dignity of all individuals concerned. The City Administrator has the option of consulting with or hiring an outside independent agency to perform the investigation and make findings of act with respect to the bullying, harassment, or workplace violence complaint or has the option to assign the investigation to be completed by an individual employed within the City. Hereafter in this policy the designated representative of the City to conduct the investigation will be referred to as the "City Investigator". The City Administrator or his/her designee also reserves the right to dismiss the complaint without investigation if he/she deems appropriate or there are insufficient facts or allegations presented to warrant an investigation, or that the complaint is not in compliance with other departmental policies and timelines for filing. The investigation will be conducted quickly, thoroughly and confidentially, and every effort will be made to protect the rights of the accuser, as well as the accused.
- a. The following procedures will be followed in the investigation of a complaint of harassment, bullying, or workplace violence:
- i. Where practical, the investigation will begin the day the conduct is reported or discovered;
  - ii. The employee shall put the complaint in writing;
  - iii. The complaint will be provided to the accused;
  - iv. The complainant and the accused will be notified in writing of the assigned City Investigator;
  - v. The City Investigator will interview the employee complaining in a private area. The interview will be thoroughly documented and reviewed for accuracy with the employee at the end of the interview.
  - vi. The City Investigator will interview the accused alleged harasser in a private area. The interview will be thoroughly documented and reviewed for the accuracy with the employee at the end of the interview.
  - vii. The City Investigator will interview witnesses and others with relevant information in a private area. The interview will be thoroughly documented and reviewed for accuracy with each witness interviewed. Each witness will be advised of the requirement to maintain the interview confidential so as to protect the rights of all parties involved. Any employee witness who fails to maintain confidentiality will be subject to disciplinary action. The City Investigator shall have the power to compel the attendance and statements of witnesses that are City Employees for the investigation of said complaint that may come before the City Investigator. If a City Investigator compels a witness to attend an interview, the witness shall receive at least forty-eight (48) hour notice prior to the interview, unless extenuating circumstances arise and the City Administrator authorizes an interview and waives said notice. All witnesses interviewed will have the right to have their attorney and/or union representative present if they so desire. All witnesses are required to be truthful and forthcoming with information during interviews. Any employee witness who fails to attend and/or provide a statement will be subject to disciplinary action.
  - viii. All interviews of the complainant, accused, and any employee witness will be typed and provided to the interviewee to review for accuracy. After review for accuracy, the statements shall be signed by the interviewee.

The City Administrator, or his/her designee, has the authority to place an employee on paid or unpaid Administrative Leave during the investigation process. The employee will retain all benefits, leave and pay during this period. The employee shall be available during their regularly scheduled hours of work to be contacted to meet with appropriate City officials and the City Investigator.

4. **Investigation Results** Upon completion of a thorough investigation, the City's Investigator will determine whether the complaint is substantiated or unsubstantiated.
  - a. **Substantiated Complaint:** If it is determined that there is evidence to substantiate the complaint, disciplinary action will be taken up to and including termination. The disciplinary action taken will depend upon the severity of the offense. A record of disciplinary action taken will become part of the accused employee's personnel file. Once disciplinary action is taken the Director and/or City Administrator will ensure its effectiveness by continuing to monitor the situation. Any substantiated claim that violates the City's "Workplace Violence" policy will be grounds for immediate termination. Workplace violence offenses are not subject to the progressive discipline process.
  - b. **Unsubstantiated or Inconclusive Complaint:** If it is determined that the complaint is unsubstantiated or if investigators are unable to conclude whether any offense did or not occur, the City's policy against bullying, harassment, and workplace violence will continue to be enforced and the complainant will be encouraged to come forward again if he or she perceives any further bullying, harassment, or workplace violence.
  - c. **Exonerated:** If it is determined that the allegations in the complaint did occur but that the employee involved acted lawfully and properly, the complaint will be closed with a finding of exonerated and the City's policy against bullying, harassment, and workplace violence will continue to be enforced and the complainant will be encouraged to come forward again if he or she perceives any further bullying, harassment, or workplace violence.

The complainant will be notified as to what complaints were "substantiated", "unsubstantiated", "exonerated" or "inconclusive" only.

An investigation report will be prepared by the City's Investigator which summarizes all interviews and conclusions and will be provided to the employee's department Director. The Director shall then make a recommendation for any disciplinary action (if applicable) to the City Administrator. The City Administrator shall then decide the disciplinary action (if applicable) to be taken and notify the accused of the same. The City Administrator will follow the steps provided for regarding a *Loudermill* hearing if applicable. This report, along with notes, written complaints, statements and copies of relative documents will be maintained in a separate, confidential file in the City Attorney and Human Resources Director's office.

## H. DISABILITY ACCOMMODATIONS

The City is committed to providing equal employment opportunities to individuals with disabilities, as stated in the Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Act Amendments Act (“ADAAA”). Accordingly, we do not discriminate against qualified individuals with disabilities in regards to, but not limited to, application procedures, hiring, advancement/promotion, layoff, recall, transfer, discharge, discipline, leaves of absence, compensation, training or other terms, conditions and privileges of employment. The City complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC).

1. **Eligibility:** The City will engage in the interactive process to find reasonable accommodations for qualified individuals with a disability to enable them to perform the essential functions of a job, unless doing so causes an undue hardship to the City, or a direct threat to these individuals or others in the workplace, and the threat cannot be eliminated by reasonable accommodation. Because the process is interactive, the City expects your full cooperation by providing relevant information and, if necessary, your consent to contact and obtain relevant information from your health care providers.

When an individual with a disability is requesting accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other employee or applicant.

All employees are required to comply with City safety standards. Current employees who pose a direct threat to the health and safety of themselves or other individuals in the workplace will be placed on appropriate leave until the City can make a lawful and reasonable decision in regard to continued employment.

Individuals who are active illegal drug users are excluded from coverage under the City’s Americans with Disabilities Act (“ADA”) policy.

2. **Procedures:** The City’s Personnel department is responsible for implementing this policy, including requests for and resolution of reasonable accommodations, safety and direct threat determinations, and undue hardship issues. All requests for reasonable accommodations should be presented to the Human Resources Director. Once you submit a reasonable accommodation request, you will need to meet with the Human Resources Director and/or complete a written request for accommodation to provide the City with information about the nature and extent of your disability, any medical treatment you have received for your disability, and any reasonable accommodations you suggest. The City may also contact your health care providers to verify the nature and extent of your disability and to request relevant medical information and records and accommodation suggestions. The City will rely on all information gathered to determine whether you are a qualified individual with a disability and whether a reasonable accommodation under the law exists.

**3. Terms Used in the Policy:** As used in the ADA policy, the following terms have the indicated meaning:

“Disability” means a physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment or being regarded as having such an impairment.

“Major life activities” include the following: caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.

“Major bodily functions” is a term included in the American with Disabilities Act Amendment Act (“ADAAA”), and may include physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed “mental retardation”), organic brain syndrome, emotional or mental illness, and specific learning disabilities.

“Substantially limiting” means, in accordance with the ADAAA final regulations, the determination of whether the impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment such as cancer that is in remission but that may possibly return in a substantially limiting form is also considered a disability under EEOC final ADAAA regulations.

“Direct threat” means a significant risk to the health, safety or well-being of individuals with disabilities or others when the risk cannot be eliminated by reasonable accommodation.

“Qualified individual” means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

“Reasonable accommodation” includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified work schedules; telecommuting; reassignment to a vacant position; acquisition or modification of equipment or devices; appropriate adjustment or modifications of examinations, training materials or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities.

“Undue hardship” means an action requiring significant difficulty or expense by the City. In determining whether an accommodation would impose an undue hardship, factors to be considered include:

- The nature and cost of the accommodation.
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
- The overall financial resources of the employer; the size, number, type and location of facilities.
- The type of operations of the City, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- The impact of the accommodation on the operation of the facility.

“Essential functions of the job” refers to those job activities that are determined by the City to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions considered to be disabilities, impairments or reasonable accommodations covered by the City’s ADA/ADAAA policy.

## **I. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The City affords eligible employees with leave under the Family and Medical Leave Act (“FMLA”) and posts the Department of Labor’s (“DOL”) Notice about the FMLA. The City’s policy and posting provide a general description of the FMLA and employees’ basic FMLA rights and responsibilities. Should any conflict arise between this policy and applicable law, the City will provide employees with all rights under the law. If you have questions, concerns, or disputes with this policy, you must contact the Human Resources Director in writing.

1. **Eligibility:** To be eligible for such leave, an employee must have worked for the City for:
  - a. at least 12 months, which need not be consecutive provided that any break in service does not exceed seven years; and,
  - b. at least 1,250 hours during the 12-month period immediately before the date the leave will begin. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
2. **Length of & Reasons for Leave:** Eligible employees may take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:
  - a. the birth or adoption of a child, or placement of a child for foster care within one year of the birth, adoption or placement;
  - b. to care for a spouse, child, or parent who has a serious health condition;

- c. for a serious health condition that renders the employee unable to perform the essential functions of his/her job; and,
- d. for a qualifying exigency when a spouse, child, or parent is a military member on covered active duty or called to covered active duty.

Spouses who both work for the City and who each wish to take leave for the birth or adoption of a child, for placement of a child for foster care, or to care for a parent with a serious health condition may only take a combined total of 12 weeks of unpaid leave.

Eligible employees may take up to 26 weeks of unpaid leave during any 12-month period to care for a covered servicemember with a serious injury or illness when the employee is the covered servicemember's spouse, child, parent or next of kin. This leave is also known as military caregiver leave. The City will deduct from the 26 weeks of military caregiver leave any leave already taken for other FMLA reasons. Spouses who both work for the City and who each wish to take military caregiver leave may only take a combined total of 26 weeks of unpaid leave.

Eligible employees may take FMLA leave on a continual or intermittent basis, or to reduce their schedules. However, in no case shall leave exceed a total of 26 weeks for military caregiver leave, or a total of 12 weeks for all other FMLA leave. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care. For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

3. **Benefits & Conditions of Leave:** All qualifying employees utilizing FMLA must concurrently use all sick leave first, and once sick leave is exhausted, shall be required to use all other paid leaves concurrently. Once paid leave is exhausted, FMLA leave will be unpaid. Employees using FMLA leave for a qualifying exigency when a spouse, child or parent is a military member on covered active duty or called to covered active duty must first use all vacation and other paid leave until exhausted, after which FMLA leave will be unpaid.

The City will continue an employee's health, dental, and life insurance benefits while on FMLA leave at the same level and under the same conditions as if the employee continued working. The City will continue to withhold insurance premiums from the paychecks of employees using paid leave while on FMLA leave. Employees who exhaust paid leave while on FMLA must submit insurance premium payments directly to the Human Resources Director. The City's insurance providers may discontinue an employee's insurance coverage if the employee fails to pay his/her insurance premiums by the 1st day of each month while on FMLA leave. The City will notify the employee 15 days in advance of a loss of insurance coverage.

4. **Notification and Certification:** Employees who wish to take FMLA leave must submit written notice of the need for leave to the Human Resources Director. When the need for leave is foreseeable, employees must provide 30 days advance notice. When the need is unforeseeable, or the need for leave arises less than 30 days in advance, employees must provide notice as soon as practicable, normally either the same day or the next business day. Employees who

are absent from work while on sick leave for five or more consecutive work days must notify the Human Resources Director in writing of such absences. Supervisors must also report employee absences of five (5) days duration, or longer.

Within five business days after receiving notice of the need for FMLA leave or notice of five consecutive absences for sick leave, the Human Resources Director, or his/her designee, will provide the employee with the DOL's Notice of Eligibility and Rights Form WH-381. This notice will advise the employee if he/she is eligible for FMLA leave and if the absence or expected absence qualifies as FMLA leave.

The Human Resources Director, or his/her designee, may need more information to determine whether the absence or expected absence qualifies as FMLA leave. In that case, the Human Resources Director, or his/her designee, will identify and request the information needed, which may include certification of a serious health condition of the employee or his/her family member, a serious injury or illness of a covered servicemember, or a qualifying exigency for military family leave. The Human Resources Director, or his/her designee, will use one of the DOL's forms when requesting these certifications. The employee must respond to a certification request within 15 calendar days of receiving it, or provide a reasonable explanation for the delay. The City may deny leave if the employee fails to provide sufficient information in a timely manner. Any fees that might be incurred for initial certification will be the sole responsibility of the employee.

Within five business days of receiving a completed certification, the Human Resources Director, or his/her designee, will provide the employee with a Designation Notice using the DOL's Form WH-382. This notice will: (1) designate leave as FMLA leave and state the amount of leave that the City will count against the employee's FMLA leave entitlement; (2) decline to designate leave as FMLA leave; (3) identify additional information necessary to determine whether leave qualifies as FMLA leave; or, (4) state the City's intention to exercise its right to obtain a second or third opinion regarding the serious health condition of the employee or his/her family member.

If the City requests a second opinion, it will designate the health care provider. If the second opinion conflicts with the original medical certification, the City will require a third and final opinion from a health care provider mutually selected by the City and the employee. The City will pay the cost of obtaining a second and/or third opinion, and will provisionally place the employee on FMLA leave pending the outcome of the opinion. The employee and/or his/her family member must cooperate with, and provide relevant medical information to, any health care provider rendering a second or third opinion. The City may deny FMLA leave, or take other action, if the employee or his/her family member fails to provide such information.

The Human Resources Director, or his/her designee, may directly contact the health care provider of the employee or the employee's family member to verify or clarify information. Before doing so, the Human Resources Director, or his/her designee, will ask: (1) the employee to provide any necessary clarification; and (2) ask the employee or his/her family member to authorize, in writing and in accordance with HIPAA Medical Privacy Rules, his/her health care provider to release clarifying information to the Human Resources Services Director, or his/her designee. At no point in time will the City use the employee's direct supervisor for this contact.

The City may request recertification for the serious health condition of an employee or his/her family member in the following circumstances:

- a. Every 6 months;
  - b. Every 30 days when circumstances have changed significantly;
  - c. Upon receiving information that causes doubt as to the reason for the absence;  
or,
  - d. When an employee seeks an extension of FMLA leave
5. **Return to Work:** Before returning to work from FMLA leave, an employee must notify the Human Resources Director of his/her intent to return to work. The Human Resources Director, or his/her designee, may require an employee on leave for a serious health condition to provide a medical certification verifying that he/she is able to perform the essential functions of his/her job.
6. **Terms Used in the Policy:** As used in this FMLA policy, the following terms have the indicated meaning:

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider. This includes any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

“Serious injury or illness” means: (1) for members of the Armed Forces, an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty), and that may render them medically unfit to perform the duties of his/her office, grade, rank or rating; and, (2) for veterans who were members of the Armed Forces at any time during the five-year period before the date on which the veteran undergoes medical treatment, recuperation, or therapy, a qualifying injury or illness that was incurred in the line of duty, while on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty while on active duty), and that manifested itself before or after the member became a veteran.

“Covered servicemember’s child” means a covered servicemember’s biological, adopted, step or foster child, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

“Covered servicemember’s parent” means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember.

“Covered servicemember’s next of kin” means the nearest blood relative, other than the covered servicemember’s spouse, parent, or child, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, siblings, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the servicemember’s next of kin

and, either consecutively or simultaneously, may take FMLA leave to provide care to the covered servicemember. When such designation has been made the designated individual shall be deemed to be the covered servicemember's only next of kin.

"Qualifying exigency" means: (1) issues arising from a covered military member's short notice deployment for a period of seven days from the date of notification; (2) military events and related activities; (3) child care and related activities arising from the active duty or call to active duty status; (4) activities related to making or updating financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and, (8) any other event that the City and the employee agree is a qualifying exigency.

"Covered active duty" means: (1) for members of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; and, (2) for members of the reserve components of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.

"Covered servicemember" means: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or, (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. Eligible employees under this provision may not take leave under this provision to care for members on the permanent disability retired list.

#### **J. HIPPA**

The City complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and follows all of the guidelines regarding the protected health information of employees, dependents and patients. To view the City's HIPAA Notice of Privacy Practices employees can go to the company intranet or request a copy from the Human Resources Director. If an employee feels that their privacy rights have been violated a written complaint must be filed with the Human Resources Director.

### III. GENERAL POLICIES & PRACTICES

#### A. CONFLICT OF INTEREST

The City prohibits employees from having any interest in or engaging in any transaction, employment, activity, or enterprise that conflicts with their duties.

Examples of a conflict of interest include, but are not limited to:

1. Violation of the City's Code of Ethics/Conflict of Interest Policy contained in Appendix A of this handbook.
2. Acceptance of money, loans, gifts, or other substantial consideration from persons doing business with the City when intended or appearing to improperly influence the official relationship between the recipient and the donor.
3. Use of the City's property, premises or resources, or use of the employee's official position with the City, for private gain or to secure unwarranted privileges or exemptions for themselves or others.

#### B. ELECTRONIC COMMUNICATIONS

The City may provide computers, e-mail, internet and intranet access, voicemail, telephones, radios, and cellular phones to employees. These devices and systems are City property for use in conducting City business. The City expects employees who use City property and systems to protect them from loss, damage or theft and to immediately report to their department Director or the City Administrator all losses, damage, theft or repair needs. Employees may occasionally use them for personal matters during non-working time or in emergency situations, but at no time may employees use them for private business matters. Under no circumstances will a member of the general public; a Director, a City employee or a member of City Council have to wait for assistance as a result of a personal telephone call, text, email, or any other type of communication.

**Prohibited Use:** Furthermore, unless through the course of legitimate work activity, employees may not use these devices and systems to download, transmit, store, view, or retrieve information that:

1. Contains abusive, discriminatory, harassing, illegal, intimidating, profane, pornographic, sexually explicit, or offensive content.
2. Violates City policy or any federal, state, or local law or regulation.

The City Administrator or his/her designee reserves the right to access at all times information and communication, to monitor and regulate the use of its electronic devices and systems, and has the right to review information submitted via City computers, Internet and intranet, e-mail, and cellular phones. Employees should have no expectation of privacy when transmitting, storing, viewing, or retrieving data and information on City computers, Internet and intranet, e-mail, and cellular phones with the exception of the Legal Department wherein all communications will be considered privileged or private. Please note that sharing computer passwords is strictly prohibited. Passwords are considered confidential and are restricted City information. Failure to adhere to the requirement to protect your password may lead to disciplinary action. All offices, desks, files and so forth are the property of the City of Bellevue and are issued for the use of employees only during the course of their employment with the City. Inspections may be conducted at any time at the sole discretion of the City Administrator. All e-mail communications are subject to search with or without notice.

**C. RETURNING TELEPHONE CALLS**

Employees are expected to return calls from the public the same day if possible, but in no instance any later than one (1) business day after the call was received. Providing a written response to public telephone calls, if required, must be done within five (5) business days of the citizen's request.

**D. INTRODUCTORY PERIOD**

The first six (6) months from the date of hire, promotion, demotion, or transfer to a different position with the City is your introductory period. Certain departments and bargaining units have different timelines and requirements in place. A collective bargaining agreement will override this section where applicable. This period is an opportunity for you to determine if your job with the City is suitable for you. Likewise, this period is an opportunity for the City to observe your skills, abilities, performance, and attitude and determine whether they are suitable for the City. Upon completion of the initial introductory period, you will receive notice of your successful completion or notice of termination. Successful completion of the introductory period does not guarantee continued employment with the City or otherwise affect your status as an "at-will" employee. The introductory period is not to serve as a guaranteed length of employment. If the City should decide that your skills, abilities, performance, attitude, or other factors are not satisfactory, you could be subject to termination prior to completing the six (6) month introductory period.

- 1. Nature, Purpose and Duration:** Every non-sworn person employed by the City will serve an introductory period for the first six calendar months of his or her employment, promotion, demotion, transfer or re-employment. Every sworn person employed by the City will serve an introductory period for one calendar year of his or her employment or re-employment. Sworn employees will follow the introductory period provisions as outlined in their respective collective bargaining agreements.

The purpose of the introductory period is to permit the Supervisor and Director to closely observe and evaluate the capabilities and willingness to work of the new employee. During this time, Supervisors will encourage and assist the new employee in making a successful adjustment to the job.

An introductory employee may be dismissed at any time if, in the judgment of the immediate Supervisor and Director, the quality of the employee's work or the employee's attitude do not warrant continuation of employment.

- 2. Appointment or Termination:** The Director will prepare an introductory period evaluation to cover the introductory period. This evaluation will let the employee know if they have satisfactorily completed the introductory period and are being appointed or if it has been determined that the services of the employee have not been acceptable and are being terminated. Appointment of an employee who has satisfactorily completed the introductory period will begin with the date following the date ending the introductory period. Termination of an employee will be effective immediately upon notice.

If at any time during the introductory period it is determined that the services of the employee have not been of acceptable quality, the Director will notify the employee in writing of the date his or her services are to be terminated. A copy of the termination notice will be forwarded to the City Administrator.

3. **Promotions During Introductory Period:** The serving of an introductory period will not prevent an employee from being appointed to a position of a higher classification.

If an employee is promoted during the introductory period, the introductory period for the class of position to which the employee is promoted will begin on the date of appointment to such latter classification.

4. **Reassignment During Introductory Period:** Reassignment of an employee during their introductory period will be approved by the City Administrator prior to the reassignment.
5. **Leave During Introductory Period:** An introductory employee will accrue sick leave and vacation leave during this period and may utilize both to the extent is has accrued.

#### **E. JOB POSTINGS AND PROMOTIONS**

The City believes in providing its employees with promotional opportunities and will normally post job vacancies internally. However, when in the City's best interest, the City will post job vacancies internally and externally to allow non-employee candidates the opportunity to apply. If an employee is promoted to a position in a higher grade, the employee shall receive a salary adjustment to the closest approximation to five percent (5%).

#### **F. UPGRADES**

It may become necessary to modify an existing job description in order to address changes in the work environment or work responsibilities. If these changes result in the employee's position being placed in a higher job grade, the employee shall be moved to a step that is most equal to their current rate, without being reduced. If an employee feels that their job duties have substantially changed and may warrant an upgrade, it is the employee's responsibility to notify their manager and request reevaluation.

#### **G. MEDIA POLICY**

The City utilizes the Media Policy as described in Appendix B of this handbook.

#### **H. NEPOTISM**

The City is committed to hiring the most qualified applicants for job vacancies. Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the City will hire or consider other employment actions concerning family members of persons currently employed only if: a) candidates will not be working directly for or directly supervising a family member, and b) candidates will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct employment action to the family member. Such decisions include hiring, retention, transfer, promotion, wages, disciplinary actions, and leave requests. This policy applies to all current employees and candidates for employment.

"Family member" is defined as one of the following: relationships by blood—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage—husband, wife (as defined by state law), step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and co-habiting couples or significant others.

Temporary supervision of a family member may be allowed with pre-approval from the City Administrator. This temporary supervision will be permissible in events, including but not limited to, call back duty, extended medical leave or 1 week or more of vacation at a time. At no time during that period will the supervisor be allowed to initiate or participate in decisions involving a direct employment action to the family member. Such decisions include hiring, retention, transfer, promotion, wages, disciplinary actions, and leave requests.

If any employee, after employment or change in employment, enters into one of the above relationships, one of the affected individuals must seek a transfer to a position for which they are qualified for, or a change in the reporting relationship. Such changes must be recommended by the Human Resources Director and approved by the City Administrator. If a decision cannot be made by the affected employees within 14 days of reporting, reassignment will be made on direction of the department Director and the Human Resources Director.

#### **I. NON-FRATERNIZATION**

The City of Bellevue strives to provide a work environment that is respectful, fair and free of unlawful harassment and discrimination. The City desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships with employees within the City. Fraternization between employees becomes a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile work environment for any employee; disrupting the smooth and orderly flow of work within the City of Bellevue; or harming the goodwill and reputation of the City of Bellevue in the community at large. Further, personal relationships may create a conflict of interest, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, and morale. Therefore, this policy applies to all employees, as defined below. This policy does not restrict participating in labor unions or other labor or civil rights organizations.

For purposes of this policy the following definitions should apply:

1. "Employee" shall mean any person employed by the City of Bellevue in any capacity.
2. "Personal Relationship" shall mean dating, cohabitation, marriage and/or having an intimate sexual relationship. Dating includes, but is not limited to casual dating, serious dating, casual sexual involvement where the employees have no intention of carrying a long-term relationship, cohabitation and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation or gender of the employees involved.

In keeping with its commitment to provide equal opportunity to all City employees and in order to avoid potential conflicts of interest, favoritism, exploitation, harassment or breaches of professional standards, the City of Bellevue prohibits personal relationship as defined above unless the personal relationship is reported to as outlined below.

**Reporting and Review:**

- a. **Reporting:** Any employee who becomes aware of or is involved in such a personal relationship shall have the obligation to report, in writing, such personal relationship to the City Administrator and Human Resources Director within five (5) calendar days.

If a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the City Administrator and Human Resources Director within five (5) calendar days.

If at the time of the implementation of this policy a personal relationship exists, the same must be disclosed to the City Administrator and Human Resources Director within ten (10) days of signing receipt of this Employee Handbook.

- b. **Review:** The City Administrator shall review, with the assistance of the Human Resources Director, if any personal relationship between employees creates potential for misunderstandings, actual or potential conflicts of interest, potential complaints of favoritism, potential claims of sexual harassment, has the potential to effect employee morale, potential for creating a hostile work environment, potential for harassing, demeaning, unprofessional work environment, or presents concerns regarding supervision, safety, security and/or morale or if it impairs the work for any employee and/or dissension problems that can potentially result from personal relationships between employees within the City.

If it is determined by the City Administrator that there is a potential for any of the above circumstances as described that arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment within the City. The individuals involved will be given the opportunity to decide who would transfer and if no decision is made by the individuals within 15 calendar days, the City Administrator may determine who will be transferred. The City of Bellevue reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in personal relationships that may affect terms and conditions of employment.

If fraternization between employees leads to actual conflicts or issues in the work place, the individuals involved may be subject to disciplinary action.

In all circumstances, consent by the parties may not be considered a defense against a charge of fraternization if any proceeding conducted under this policy or Employee Handbook.

**J. LACTATION/BREASTFEEDING POLICY**

Breastfeeding employees are allowed to express milk during work hours using their normal breaks and meal times. If time should be needed beyond the usual break times, employees may use other forms of paid leave. A private room (not a toilet stall or restroom) will be available for employees to express milk.

**K. OUTSIDE EMPLOYMENT**

Employees may engage in outside employment so long as that employment does not create a conflict of interest or a conflict with the performance of his/her duties with the City. Employees that do engage in outside employment must report the place of business and type of position to their Department Director.

**L. PERFORMANCE MANAGEMENT**

The foundation of Performance Management begins with the City of Bellevue's mission, vision, statement, goals, and core values. The basic purpose of Performance Management is to: understand what work is to be accomplished; plan together how work will be accomplished; and determine together whether employee performance achieved the expectations of their job description as well as City policy. The information obtained during the Performance Management process will be used to determine overall job performance. The City utilizes the Performance Evaluation Form as found on the City intranet.

**M. CONFIDENTIALITY**

Upon accepting employment with the City of Bellevue, employees must act in such a manner that would reasonably provide for the nondisclosure or use of any confidential information, either during or after employment. Employment assumes an obligation to maintain confidentiality, and this applies after leaving City employment as well. City employees who do not maintain confidentiality of sensitive and restricted City information could be subject to disciplinary action up to and including termination. Employees acknowledge that all confidential business information, personal information, and other employee personnel information ("Protected Information") that an employee may obtain as part of their job function while employed by the City shall be deemed confidential and proprietary to the City. Employees shall maintain the confidentiality of such Protected Information whether or not the Protected Information falls within the definition of confidential information in any other agreement between the City and Employee.

**N. RECORDINGS**

The City of Bellevue has a strong interest in maintaining a safe and secure working environment.

For these reasons, an employee may only use electronic recording devices in the work environment if:

1. All employees that may be recorded have been informed in advance; or
2. The City Administrator or Department Director has authorized the recording as part of an internal affairs investigation, criminal investigation, or other work-related purpose.

Examples of electronic recording devices include, but are not limited to, cellular telephones, digital cameras, stand-alone video cameras, Internet accessible webcams, video recorders, audio recorders, body-cameras, dash-cameras and software designed to monitor computer use by a specific user.

The employee(s) being recorded may also record the interaction or conversation.

This policy is not intended to infringe on an employee's right to engage in activity protected by law.

A violation of this policy may result in disciplinary action, up to and including termination.

**O. ADMINISTRATION OF DOCUMENTS**

Appropriate handling and maintaining confidentiality of City documents is a requirement. Each staff member who handles department documents is responsible for maintaining confidentiality and to effectively manage retention of assigned documents. If employees are questioned by someone outside the City regarding confidential City information, the request should be referred to the City Administrator for approval.

No one is permitted to remove or make copies of confidential City records, reports or documents without prior Supervisor approval. Any documents covered under public record laws are excluded under this policy. Disclosure of confidential information could lead to disciplinary action up to and including termination, as well as other possible legal action.

**P. PERSONNEL RECORDS**

The Human Resources Department maintains employee personnel records and treats them as confidential. Employees, or their designated representatives, may review their personnel records. The City requires a two (2) day notice to provide files for viewing. Any outside entities (i.e. non-personnel staff, union representative, the employee or other outside entities) will be required to sign an access log when viewing an employee file. Absent a valid court order, subpoena, or government or law enforcement investigation, only individuals with a need to know may access personnel records. All reviews of personnel records must take place in the Human Resources Department and no one may remove any personnel record from that department.

It is the responsibility of each employee to promptly notify the City of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, beneficiaries, individuals to be contacted in the event of an emergency and other such status reports should be accurate and current at all times.

**Q. POLITICAL ACTIVITIES**

Employees may not engage in political activities during their normally scheduled work hours, but may choose to use vacation or take unpaid leave to do so. Approval of leave will be determined based on the guidelines of each respective policy. Employees may not wear their official City uniform while engaging in political activities, regardless of the time or place of those activities.

Employees may not use their official position or authority to campaign for or otherwise further the cause of any political party or candidate for public office. Employees also may not use their official position or authority to give or receive political favors or to politically coerce or unduly influence others.

**R. REDUCTION IN FORCE**

The City may lay off an employee because of a position elimination, department re-organization, lack of work, or lack of funds. When determining the order of layoffs, the City will consider an employee's job performance, including disciplinary actions and performance evaluations, and seniority. Written notice of a layoff will be given fourteen (14) work days prior to the effective date unless an emergency exists. Upon receiving the written notice of lay off, the employee may be requested to cease working immediately however shall receive their normal wages and benefits as if they were employed and working for 14 work days. Employees will be eligible for rehire for a period of six months from the date their layoff.

**S. SEPARATION FROM EMPLOYMENT**

Employees wishing to retire or leave employment with the City must give their department Director and/or the City Administrator written notice of their intention to resign. To allow the City sufficient time to fill a position, the City encourages employees in management positions to submit this notice at least 30 calendar days prior to their desired final work day. The City encourages all other employees to submit this notice at least 14 calendar days prior to their desired final work day.

Employees who resign or separate from the City must return all City property, including but not limited to laptops, cell phones, personal digital assistants, identification cards, tools, equipment, uniforms, keys, and key fobs, to their immediate supervisor before receiving a final paycheck.

Employees who resign or separate from the City as a result of a reduction in force or discharge will receive their final paycheck on the first regularly scheduled payday following the date of separation. The final paycheck will include a payout of all accumulated vacation leave.

Employees shall receive a payout of sick leave in accordance with their respective collective bargaining agreements; unclassified employees shall be paid out as outlined in Appendix F of this handbook. Such payouts will be available in the event of their resignation/retirement in good standing, or death. Discharged employees are ineligible for sick leave payouts in any amount.

Employees who separate from employment with the City in good standing are eligible for re-hire. Employees who separate from employment with the City as a result of a discharge are ineligible for re-hire.

**T. SOLICITATION AND DISTRIBUTION**

To prevent the disruption of work and to maintain a business-like work environment, the City prohibits the distribution of printed materials, selling of products or services, or solicitation for any purpose during actual working time. With prior written approval of your Department Director, employees may place printed materials and/or solicitations on employee bulletin boards and/or on City property.

**U. TRAVEL POLICY**

See [Appendix E](#) for the City's travel policy.

**V. SMOKE-FREE WORKPLACE**

The City prohibits smoking and/or vaping in any City building, facility, vehicle or equipment. In accordance with Nebraska law, any person violating the Nebraska Clean Indoor Air Act may be charged with a misdemeanor and subject to disciplinary action in accordance with the City's progressive discipline policy. Violations of this policy, should they not violate the Nebraska Clean Indoor Air Act, are still subject to progressive discipline.

**W. APPEARANCE/DRESS POLICY**

All employees are required to dress appropriately for a business/customer service environment. Directors may specify any additional or alternative requirements necessary for reasons of employee safety or public health.

Guidelines for employees who wear uniforms to work:

- a. Employees who wear a uniform of any type, including a simple uniform shirt, must be in uniform on all work days unless otherwise approved by the employee's department Director or the Director's authorized designee.
- b. Employees shall only wear the prescribed uniform when "on duty" or when traveling to or from work unless previously approved by the employee's department Director or the Director's authorized designee.
- c. If departmental uniform policy differs from this policy, employees shall comply with their departmental policy.

Employees who are furnished uniforms by the City will wear the uniforms during working hours. Any employee required to wear a uniform who reports to work out of uniform will be sent home for the day without pay. Employees who are called back to work after regular hours may work without the uniform only if circumstances require that they report for work immediately. If time allows for a change of clothing, they will be expected to work in uniform.

Uniforms are property of the City, and as such the City expects that they shall be kept clean and in good repair by the employee. No uniform item will be altered by removing the sleeves, cutting the pants to convert to shorts, or any other such alteration.

During cold weather, personal articles of clothing may be worn under City uniform if desired by the employee for additional warmth.

The City will replace uniform items which, as a result of reasonable wear and tear or that were damaged in the performance of official duty, no longer reflect favorably on the City. Employees desiring replacement item(s) will submit a Request for Replacement to their Superintendent or department head for those employees not having a Superintendent, who will decide whether a replacement item should be provided by the City. Superintendents may also instruct employees to request a replacement uniform item if deemed necessary and will also determine whether jeans being worn at the employee's option are acceptable as part of the uniform. While normal wear and tear is expected, uniform items which are lost or stolen, or are damaged through negligence or deliberate act on the part of the employee, shall be replaced at the employee's cost and such employee will be subject to disciplinary action, up to and including termination.

Approved Requests for Replacement will be forwarded by Superintendents to a designated individual who will order the replacement item, charge the replacement cost to the appropriate budget code, and record the replacement order on the appropriate individual uniform receipt form.

When the replacement item is received, the employee will turn in the item being replaced and acknowledge receipt of the new item by signature on the uniform receipt form. Employees are required to return all issued uniforms upon separation from the City. If all issued uniforms are not returned, the city will deduct the cost of the uniforms from the employee's final paycheck.

**X. RETALIATION**

It is a violation of City policy to retaliate against, intimidate, or harass any individual who exercises his/her rights or files a complaint under any of the City's policies, opposes any act or practice that violates City policy, or participates in any investigation, review, or hearing related to a complaint filed under City policy. Any member of management who knowingly allows or tolerates retaliation is in violation of this policy as well. All reported violations will be investigated by the City.

If you believe you are the subject of retaliation, you must report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director. Supervisors receiving a complaint must immediately report it to their department Director or the Human Resources Director.

**Y. WHISTLEBLOWER**

The City will protect employees who exhibit good faith in reporting what they reasonably consider to be violations of federal, state or local statutes, or conditions that would put their health or safety, or that of other employees, at risk. The City has established reporting procedures for all such violations, conditions or circumstances, and we ask that our employees give us the opportunity to investigate and act to correct the problem. No employee will be discharged, retaliated against, or discriminated against in any manner for reporting what they in good faith believe to be such problems.

**Z. GRIEVANCE PROCEDURE**

The City designed the following three-step procedure to address and resolve employee grievances concerning his/her suspension, demotion, discharge or the application or interpretation of City policy. Failure to present a grievance, as well as failure to appeal a grievance, within the time period specified will void and prevent any future consideration of the grievance. Failure to answer within the time allowed, at any step, will allow the person filing the grievance to appeal to the next step.

**STEP 1:** An employee wishing to file a grievance must submit the following information in writing to his/her immediate supervisor within ten (10) business days of the action giving rise to the grievance:

1. The employee's name;
2. A detailed description of the action(s) on which the grievance is based;
3. The date(s) of the action(s);
4. The names of all witnesses to, or persons with knowledge of, the action(s);
5. The City policy(ies) and/or procedure(s) allegedly violated, if applicable; and,
6. The requested remedy.

The employee's immediate supervisor will review the grievance and may meet with the employee to discuss the grievance. The immediate supervisor will consider the information presented and issue a written decision to the employee, typically within ten (10) business days of receiving the written grievance.

**STEP 2:** An employee who is dissatisfied with his/her immediate supervisor's written decision may appeal that decision to his/her department Director. Within five (5) business days from the date of the immediate supervisor's decision, the employee must submit a copy of the initial grievance and the immediate

supervisor's decision to the department Director. The department Director will review the employee's grievance and the immediate supervisor's decision and may meet with the employee. The department Director will consider the information presented and issue a written decision to the employee, within ten (10) business days of receiving the appeal.

**STEP 3:** An employee who is dissatisfied with his/her department Director's written decision may appeal that decision to the City Administrator. Within five (5) business days from the date of the department Director's decision, the employee must submit to the City Administrator a copy of the initial grievance, the immediate supervisor's decision, the department Director's decision, and if desired, a request to meet with the City Administrator. The City Administrator will review and consider the information presented. The City Administrator will meet with the employee, if requested (so long as employee has already complied with Step 1 and 2, and the department Director, Human Resources Director and/or legal counsel may attend the meeting. The City Administrator will issue a written decision to the employee, typically within ten (10) business days of receiving the appeal or meeting with the employee.

None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss and attempt to settle the issues involved. Copies of the grievance, and the answers thereto, at all steps in the procedure outlined above will be submitted to the City Administrator who shall determine the distribution of said grievance. If an employee is called upon to give testimony on his or her grievance, said employee will have the right to be represented by any person of their choice if the employee so desires. An extension to the number of days in any step must be mutually agreed upon by the City and the employee. The grievance procedure in any respective collective bargaining agreement will be utilized for those employees that such agreement covers.

**AA. PRESS RELEASE POLICY**

See [Appendix C](#) for information regarding the City's press release policy.

#### **IV. SAFETY AND SECURITY POLICIES**

##### **A. CELL PHONES AND PDA'S**

The City recognizes that many employees have personal cell phones and/or personal digital assistants ("PDAs") used for non-work-related matters. To foster productivity and limit disruption in the workplace, employees may only use these devices for non-work-related matters during breaks and meal periods or in emergency situations.

To ensure the safety of all City employees and general public, cell phones and City radio use are discouraged while operating City vehicles/equipment, except for emergency vehicle operations. Whenever possible, pull over to a safe area and park the vehicle before answering or making a call. The act of sending, receiving or reading any electronic message (text, email, etc.) while operating City vehicles/equipment is strictly prohibited.

##### **B. PHYSICAL EXAMINATIONS**

The City may require an employee, as a condition of employment or continued employment, to submit to undergo a physical examination when related to the applicant's or the employee's job and consistent with business necessity. The City will pay for the cost of the examination. The City will also select a health care provider to perform the examination, who will determine whether the employee is fit for duty and able to perform the essential functions of his/her job and/or whether the employee will not pose a risk of substantial harm to himself/herself or the health or safety of others. The City will maintain the confidentiality of all information regarding the applicant's or the employee's medical history and will disclose the results only to those with a need to know.

The City expects applicants and employees to provide accurate and complete information to the health care provider, which includes the disclosure of the need to use prescription and/or nonprescription legal drugs at work. At any time of employment, employees who need to use prescription or nonprescription legal drugs while at work must report this requirement to their supervisor if the use might impair their ability to perform the job safely. Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks or prohibited from working if they are determined to be unable to perform their jobs safely while taking prescription or nonprescription legal drugs. The City will withdraw a conditional offer of employment, and will give no further consideration, to applicants who provide inaccurate or incomplete information to the health care provider or who refuse to submit to or do not pass a physical examination. The City will discipline, up to and including discharging, employees who fail to provide accurate or incomplete information to the health care provider or who refuse to submit to a physical examination.

##### **C. DRUG AND ALCOHOL-FREE WORKPLACE**

The City seeks to maintain a drug-free workplace for the safety and health of its employees and citizens. Being impaired may pose serious safety and health risks, not only to the user, but to all employees and citizens exposed to the user as well as the security of the City's equipment and facilities. The possession, use or sale of alcohol or illegal drugs in the workplace pose unacceptable risks for the City's safe and efficient operations. Accordingly, it is the City's right, obligation and intent to maintain a safe and efficient working environment for all of its employees and to protect City property, equipment, operations, and citizens. This Policy applies to all employees as well as prospective employees.

## 1. Substances

- a. **Illegal Drugs<sup>1</sup> and Alcohol<sup>2</sup>:** The City prohibits employees from being under the influence of, or using, in possession of, manufacturing, purchasing, selling, dispensing, or distributing alcohol or illegal drugs while performing work for the City, while operating City vehicles or equipment, or while on City property. This policy does not prohibit employees who are not performing work for the City or operating City vehicles or equipment from consuming, possessing, purchasing, selling, dispensing or distributing alcohol at City-sponsored or City-sanctioned social functions on City property.
- b. **Legal Drugs<sup>3</sup>:** The City further prohibits employees from using or being under the influence of any legally obtained drug, whether prescribed or over-the-counter, while performing work for the City, while operating City vehicles or equipment, or while on City property to the extent such use or influence may affect: (1) the safety of the employee; (2) the safety of other City employees or members of the public; (3) the employee's job performance; or, (4) the City's safe or efficient operation. Employees are under no obligation to reveal use of a legally obtained drug unless they know or reasonably should know that the drug would have one or more of these effects.
- c. **Cannabidiol<sup>4</sup>:** The City does not prohibit the use of Cannabidiol (also known as CBD), however any employee using any Cannabidiol or CBD products should use said product at their own risks because the City does prohibit tetrahydrocannabinol (THC). Some Cannabidiol and/or CDB may contain THC, the psychoactive ingredient found in marijuana that produces a high. Should any employee decide to utilize Cannabidiol/CBD and the employee test positive for THC from the purported use of the products, the City may impose disciplinary action.

Employees must inform their supervisor within 24 hours of being given a citation and/or receiving a conviction of a drug or alcohol related offense committed while the employee was on work premises or representing the City in any official capacity.

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<sup>1</sup> "Illegal Drug" means: Any drug (a) which is not legally obtainable; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. This definition also includes marijuana, even if such substance is legal in a state other than Nebraska.

<sup>2</sup> Alcohol means any product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, synthetic ethyl alcohol, the four varieties of liquor, alcohol, spirits, wine, and beer, as further defined in Nebraska Revised Statute 53-103.01, 53-103.03, 53-103.38 and 53-103.42, every liquid or solid patented or not, containing alcohol, spirits, wine, or beer and alcohol used in the manufacture of denatured alcohol extracts, syrups, or medicinal, mechanical, scientific, culinary, and toilet preparations. (State Law Reference: Neb. Rev. Stat. 48-1902(1)).

<sup>3</sup> "Legal Drug" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

<sup>4</sup> "Cannabidiol or CBD" comes from either the marijuana plant or the hemp plant. It was made available to consumers by the 2018 Farm Bill, which allows for production and sale of CBD products. Pure CBD does not contain tetrahydrocannabinol (THC). CBD products come in several forms including makeup, oils, lotions, creams, vapors, beverages and various edibles. Most CBD products are not regulated by the FDA with the exception of a prescription oil known as Epidiolex. Some CBD products may contain THC. Currently, there is not a test kit available that can presumptively distinguish between legal Hemp/CBD and illegal cannabis/THC.

Employees who are off duty and under the influence of alcohol or drugs must refuse emergency calls.

## 2. Drug and Alcohol Screening

At the City's discretion, it may require an employee to submit to drug and/or alcohol testing in the following circumstances:

- a. **Pre-employment.** The City requires all applicants, upon receiving an offer of employment with the City, to submit to a drug and/or alcohol test. Employment with the City is conditional on passing that test. The City will withdraw a conditional offer of employment, and will give no further consideration, to applicants who refuse to submit to, or fail, drug and/or alcohol testing.
- b. **Reasonable Suspicion.** The City may require an employee to undergo such testing where management has a reasonable suspicion based on observation or reports to believe that an employee is using or has used drugs and/or alcohol in violation of this policy. The Human Resources Director should be consulted before sending an employee for testing. All levels of supervision making this decision must use the Observation Checklist (located on City Intranet and HRIS system) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs or alcohol. If the results of the Observation Checklist indicate further action is justified, the manager or supervisor, along with another member of management, should confront the employee with the documentation. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision/management must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.*
- c. **Injury or Accident.** The City may require an employee to undergo drug and/or alcohol testing if the employee: sustains a personal injury in the workplace that requires medical treatment beyond first aid; has an injury that results in days away from work, restricted work or transfer to another job; has an injury that results in loss of consciousness; has been involved in a workplace accident where another individual has sustained a personal injury resulting in medical treatment; is involved in any incident resulting in the loss of human life; receives a ticket for a moving traffic violation arising from an accident; is involved in a workplace accident resulting in property damage of \$1,000 or more.

The City generally will use the collection and testing procedures established by the State of Nebraska and the United States Department of Transportation for drivers of commercial motor vehicles. The City will pay the cost of all initial and confirmatory drug and/or alcohol tests, and will pay any lost wages for submitting to tests before or after an employee's regular work hours. The City will treat as confidential the results of drug and/or alcohol testing and will disclose the results only to those with a need to know. An employee's consent to submit to testing is required as a condition of employment. Any employee who refuses to submit to a required drug or alcohol test,

or who attempts to invalidate or commit fraud concerning the test, or who fails to appear for a scheduled test in a timely manner, without prior written permission from the City, will be discharged.

### **3. DUI and DWI**

Any City employee that is arrested for Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) is required to notify their supervisor as soon as possible. Should an employee have their operator's license or Commercial Driver's License (CDL) suspended or revoked due to a DUI or DWI the employee must notify their supervisor immediately. Any employee required by his or her respective position to have and maintain an operator's license and/or Commercial Driver's License (CDL), and is convicted of Driving Under the Influence (DUI) or Driving While Intoxicated (DWI), will be subject to disciplinary action as outlined in section 4 of this policy. As described in City-owned vehicle policy, no employee may operate a City owned motor vehicle under a temporary or probationary license. Notwithstanding travel to and from work, it is the City's policy that such employees may not use their personal vehicle for business purposes during work hours.

### **4. Disciplinary Action**

Any employee that violates any provision of the City's Drug and Alcohol-Free Workplace policy is subject to disciplinary action, up to and including termination. Based upon a review of the employee's overall work record (including, but not limited to, attendance, prior disciplinary actions within the last 3 years as well as performance evaluations) and the circumstances of the case (including, but not limited to, the ability of the City to reasonably accommodate the employee if modified job duties would be necessary as well as the severity of the offense), the City may decide to forego termination and impose another form of discipline (suspension, demotion, or any combination of the two) and require that the employee submit to rehabilitation and place the employee on a "Last Chance" agreement.

In such event, the employee must immediately enroll in and successfully complete an approved rehabilitation program, of which, the employee will be responsible for all related costs. An employee required by the treatment program to take time off must use accumulated sick leave, compensatory time or vacation leave to the extent it is available in the employee's account. Employees who do accept a "Last Chance" agreement as a term of continued employment are subject to follow-up testing as outlined in section 2d of the City's Drug and Alcohol-Free Workplace policy.

The "Last Chance" agreement shall apply to current employment, and if applicable, subsequent reemployment(s) for a period not to exceed 15 years of total employment. If the employee on a "Last Chance" agreement tests positive in follow up testing, or tests positive under reasonable suspicion or post injury/accident, they will be subject to immediate termination.

Additionally, should any employee on a "Last Chance" agreement, that is required by his or her respective position to have and maintain an operator's license and/or Commercial Driver's License (CDL), be convicted of subsequent Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) offenses, they will be subject to immediate termination. The employee will waive all rights to contest any termination resulting from a violation of the "Last Chance" agreement.

The City encourages employees who suffer from alcohol or drug abuse to obtain treatment. It is the employees' responsibility to seek assistance before alcohol and drug problems lead to disciplinary action, which may include discharge. The employee's decision to seek assistance, will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. Once a violation of this Policy occurs, seeking or undergoing rehabilitation will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

#### **D. MODIFIED DUTY**

It is the policy of the City that eligible employees have the opportunity to work in modified duty assignments when available and consistent with operational needs and without posing an undue hardship to the City. Sworn employees of the Police and Fire Departments will follow the Modified Duty policy as defined in their respective collective bargaining agreements as well as the standard operating procedures of their departments.

**Eligible employee** means any employee who:

1. Suffers from a work-related related or non-work-related, medically certified illness injury, or pregnancy requiring treatment by a licensed healthcare provider; and,
2. because of that condition, is temporarily unable to perform all of the essential functions of his/her regular assignment, but is capable of performing some of those functions or an alternative assignment.

Eligible employees in full-time positions will receive preference for modified duty assignments. A modified duty assignment is a temporary assignment to a position or special project within the eligible employee's department or in another department that: (1) may involve duties outside the scope of the employee's regular duties; (2) will not affect the employee's pay classification or increases, promotional opportunities, or fringe benefits; and, (3) will not involve overtime. A modified duty assignment for pregnancy and non-work-related injuries and illnesses may not exceed an aggregate of six months, or 1040 work hours, during any 24-month period.

An employee seeking a modified duty assignment must submit to their immediate supervisor: (1) a written request to return to work; and, (2) a return-to-work certificate signed by a licensed healthcare provider who acknowledges that he/she has reviewed the employee's job description and describes the nature and probable duration of any work restrictions. The immediate supervisor shall immediately forward these documents to his/her department Director, who shall immediately forward them to the Risk Manager (Return-to-work Coordinator). The Risk Manager (Return-to-work Coordinator) will determine whether the employee is eligible and will notify the employee of that determination. Eligible employees also will receive notice of their modified duty assignment based on the employee's knowledge, skills, abilities, and restrictions as well as departmental needs; the date their assignment will begin; and, the name of the supervisor to whom they must report.

Eligible employees may decline a modified duty assignment. However, if the assignment is consistent with the recommendations of the employee's healthcare provider, the employee may not return to work and must use paid leave (or unpaid, only if paid leave is not available) until his/her healthcare provider certifies that he/she is able to perform all of the essential functions of his/her regular assignment (i.e. full duty with no restrictions).

Eligible employees who accept a modified duty assignment must comply with the rules and expectations of the department and/or division to which they are assigned. Supervisors of

employees on modified duty assignments shall assign, and employees shall only accept, duties that are consistent with the employees' medical restrictions. While on modified duty, eligible employees must cooperate with any requests by the Risk Manager (Return-to-work Coordinator) for information related to their duties, restrictions, and/or condition. Eligible employees must also submit to a re-evaluation of their condition by their healthcare provider if requested by Risk Manager (Return-to-work Coordinator). Prior to concluding a modified duty assignment, eligible employees must submit a completed return-to-work certificate to the Risk Manager (Return-to-work Coordinator).

**E. CITY-OWNED VEHICLES**

City vehicles are provided to support work activities and are to be used only by qualified and authorized employees. Such use shall be in accordance with the rules and regulations of the Internal Revenue Service pertaining to the use of vehicles owned by employers. In all cases, these vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care and cost. Seat belts will be worn at all times when driving or riding in a City vehicle.

1. **Authorization:** Employees who are authorized to use a City vehicle must meet the following requirements:
  - a. Must be at least 18 years of age;
  - b. Must meet licensing requirements for the class of vehicle being operated;
  - c. Comply with all restrictions listed on their driver's license;
  - d. Must consent to the City obtaining their official driving record, if requested;
  - e. Wear seat belts and ensure that all passengers are wearing seat belts;
  - f. Operate the vehicle in a safe manner;
  - g. Obey all federal, state, and local laws, regulations, and rules of the road;
  - h. Drive defensively to avoid injuries and property damage;
  - i. Notify their Department Director or the City Administrator should they receive a citation while driving a City vehicle; and,
  - j. Keep vehicles clean and free of debris.
2. **Disqualifications:** Employees cannot have any of the following violations:
  - a. Been convicted of three or more moving violations or at fault accidents in the past 36 months; or
  - b. Has been convicted of fleeing or eluding police, leaving the scene of an accident, passing a stopped school bus, reckless driving, or willful reckless driving in the past 36 months.
3. **Restrictions:** The City employees from:
  - a. Using a cell phone or electronic device for texting, emailing, or other forms of written electronic communication;
  - b. Smoking and/or vaping in City vehicles at any time;
  - c. Being under the influence of or using alcohol or illegal drugs; and
  - d. Being under the influence of or using legal drugs that may affect the employee's job performance, the City's safe or efficient operation, or the safety of the employee, other City employees, or members of the public.
4. **Review of Motor Vehicle Record:** State Motor Vehicle Records (MVRs) will be used as the source of verifying driver history. MVRs will be obtained and reviewed at least annually for employees who operate City vehicles. Driving privileges will be withdrawn or suspended for any authorized driver not meeting the above requirements. In addition, appropriate disciplinary

action may be taken. Employees who operate City vehicles must immediately notify their department Director or the City Administrator if their driver's license is expired, revoked or suspended. Employees who are unable to operate a City vehicle in the performance of their job duties are subject to disciplinary action up to and including termination.

5. **Traffic Violations and Drug Testing:** Fines for parking or moving violations are the personal responsibility of the assigned operator. The City will not condone nor excuse ignorance or traffic citations that result in court summons being directed to itself as owner of the vehicle.

Each driver is required to report all moving violations to their immediate Supervisor within 24 hours. This requirement applies to violations involving the use of any vehicle (City, personal, or other) while on City business. Failure to report violations will result in appropriate disciplinary action. Traffic violations resulting in a citation incurred during non-business hours that will affect your drivers' license as well and are subject to review.

When an accident involves a City vehicle of any type the City reserves the right to require a drug and/or alcohol test on the driver within two hours by a medical facility. Employees must immediately call the non-emergency police number to report all accidents involving a City vehicle and get a police report. They must then notify their department Director or the City Administrator when an accident occurs. The City may hold employees personally liable for the negligent or careless use of City vehicles.

6. **Operation of City Vehicles Under a Probationary or Temporary License:** No employee may operate a City owned motor vehicle under a temporary or probationary license. Notwithstanding travel to and from work, it is the City's policy that such employees may not use their personal vehicle for business purposes during work hours. Paper licenses issued by the state that afford the driver all normal driving privileges are not considered temporary licenses under this policy.

**F. PET POLICY**

The City of Bellevue is responsible for assuring the health and safety of all employees. In keeping with this objective, the City of Bellevue does not permit employees to bring their household pets to work. Animals may pose a threat of infection and may cause allergic reactions in other employees. Some employees may feel threatened or be distracted by the presence of animals. In addition, the City of Bellevue wishes to prevent pets from fouling the office space or damaging City property.

**SERVICE ANIMALS ARE NOT PETS**

An employee who requires the help of a service animal will be permitted to bring a service animal to the City of Bellevue workplace, provided that the animal's presence does not:

1. Impair and/or distract Employee so that he/she is unable to perform the essential functions of the job while at the same time maintain custody and control of the animal; or
2. Have an unreasonable impact on other City of Bellevue employees or the operation of City business.

Additionally, the animal cannot have a history of dangerous behavior or begin to exhibit any dangerous behavior. The animal must be housebroken and may not otherwise have health issues that cause a direct threat to the health and safety of others. The animal may not be allowed if it causes an allergic reaction to another employee in the same workplace.

In order to be allowed to bring a service animal into the workplace, an employee shall submit the certification or verification to the Human Resources Director showing that the animal is certified as a service animal and shall confirm in writing with the Human Resources Director that the animal does not have a history of dangerous behavior, that the animal is housebroken, and that the animal does not otherwise have health issues that may cause a direct threat to the health and safety of others. Said documentation shall be maintained in the employee's personnel file.

Any individual with a grievance regarding a service animal at the office should bring the matter to the attention of the employee's immediate supervisor or the Human Resources Director.

## **V. EMPLOYEE CONDUCT & DISCIPLINE POLICIES**

### **A. CODE OF ETHICS**

The City expects all of its employees, as employees and representatives of the City and its citizens, to demonstrate the highest standards of ethics and business conduct. Toward that end, employees shall abide by the Code of Ethics adopted by the City Council and contained in Appendix A of this handbook.

### **B. GENERAL RULES OF CONDUCT**

As an integral member of the City's employment team, employees shall accept certain responsibilities, adhere to acceptable business principles, and exhibit a high degree of customer service and personal integrity at all times. The City will comply with all federal, state and municipal statutes.

### **C. CONDUCT STANDARDS**

In addition to the Code of Ethics, the City requires its employees to abide by standards and rules that foster a safe and healthy workplace, ensure the highest quality of service to citizens and businesses, and protect the City's reputation and property. The City, therefore, prohibits employees from conducting themselves in a manner that is inconsistent with these principles.

The following is a non-exhaustive list of conduct that the City prohibits and considers sufficient cause for disciplinary action:

1. Adversely affecting relations with employees, customers, citizens or vendors.
2. Abusing the City's leave policies.
3. Engaging in disrespectful, discourteous, belligerent, or abusive behavior.
4. Habitual or excessive absenteeism or tardiness.
5. Dishonesty and/or providing false or misleading information, or omitting to provide information, to the City or its employees, customers, citizens or vendors.
6. Avoiding, refusing, neglecting or failing to perform work duties.
7. Destroying, damaging, sabotaging, misappropriating, misusing, stealing or tampering with the property of the City or its employees, customers, citizens or vendors.
8. Unauthorized or inappropriate use of City property.

9. Insubordination, or refusing or failing to follow a supervisor's order or instruction.
10. Causing or threatening to cause injury to individuals or property.
11. Failing to report work-related injuries, illnesses, accidents or damages.
12. Using abusive, vulgar, profane, threatening or obscene language.
13. Falsifying records, reports, or documents, including employment application.
14. Inducing, attempting to induce, or participating in the inducement or attempted inducement of, a City officer or employee to commit an illegal act or violate City policy.
15. Leaving one's work station or area without a supervisor's permission.
16. Gambling or conducting, soliciting or participating in lotteries, pools or other games of chance on City property without previously obtained Director permission.
17. Incompetence, or engaging in sub-standard work performance, conduct, or quality that results in a loss of confidence or trust in the employee or his/her ability to perform at an acceptable level.
18. Working unauthorized overtime and/or failing to properly record time worked and time off.
19. Engaging in harassing, discriminating, threatening, intimidating, or retaliatory conduct.
20. Working under the influence of drugs and/or alcohol (in violation of the Drug and Alcohol-Free Workplace Policy).
21. Misrepresenting City policies and procedures.
22. Discussing or divulging confidential information to any person not authorized to receive said information.
23. Abusing or misusing one's position or authority.
24. Inability to get along with coworkers or the public.
25. Violating federal, state or local law.
26. Violating City policy and/or the policies in this Handbook.
27. Using City property for personal gain, benefit or reasons, including the conduct of personal business during paid time on the City clock.
28. Use of City position for private gain.
29. Engaging in any conduct that the City deems unprofessional or unbecoming, reflects adversely on the employee or the City, damages the City's reputation, or that is inconsistent with reasonable rules of conduct or the City's best interests.
30. Failure to comply with State Constitution, State Statutes, an executive order, rules and regulations of the employing department.

**D. DISCIPLINE AND DISCHARGE**

The City may take disciplinary action, up to and including termination, when behavioral and/or performance issues arise. The City Administrator, department Director, or their designee may place an employee on paid administrative leave pending the outcome of an investigation into a complaint or potential violation of City policy.

When the City deems it appropriate under the circumstances, the City will use progressive discipline as outlined below. However, the City may combine or skip steps depending on, among other factors, the nature of the issue, the facts of each situation, mitigating and aggravating factors, and the employee's disciplinary history, regardless of whether the current issue is the same or different than any past problem.

Disciplinary procedures for the Police and Fire Departments must conform to those established by the Civil Service Commission. Discharge and discipline procedures as set forth by Civil Service Commission Rules and Regulations, City Ordinance and collective bargaining agreements shall supersede this policy where applicable.

1. **Verbal Warning:** A supervisor or department Director may give an employee a verbal warning that will involve a discussion of the nature of the problem, the expectations for performance improvement and/or problem resolution, and the potential for further disciplinary action. The supervisor or department Director will document the verbal warning, provide a copy to the employee, and place the verbal warning in the employee's personnel file.
2. **Writing Warning:** A supervisor or department Director may give an employee a written warning that will identify the nature of the problem, the expectations for performance improvement and/or problem resolution, and the potential for further disciplinary action. The supervisor or department Director will provide a copy of the written warning to the employee and place the written warning in the employee's personnel file.
3. **Suspension and/or Demotion (Final Warning):** A department Director may recommend, in writing, that the City Administrator demote and/or suspend an employee for up to 30 days. Any employee that is suspended will serve his or her suspension without pay. In his/her recommendation to the City Administrator, the department Director will identify the nature of the problem and the reasons for his/her recommendation. The department Director will provide a copy of the recommendation to the employee.
4. **Termination:** A department Director may recommend, in writing, that the City Administrator terminate an employee. In his/her recommendation to the City Administrator, the department Director will identify the nature of the problem and the reasons for his/her recommendation. The department Director will provide a copy of the recommendation to the employee.

Prior to the City Administrator adopting, modifying or rejecting a department Director's recommendation for suspension, demotion, and/or termination, an employee (that is not in their introductory period) has the right to a pre-disciplinary hearing. At that hearing, an employee may present his/her version of the facts, present evidence of mitigating circumstances and/or exculpatory information, and call witnesses.

An employee wishing to exercise his/her right to a pre-disciplinary hearing must direct his/her written request to the City Administrator within five business days of the recommendation for suspension, demotion, or termination. The City Administrator will then notify the employee of the time and date of the pre-disciplinary hearing. The pre-disciplinary hearing will be recorded.

Following the hearing, the City Administrator will issue a decision on the disciplinary recommendation, provide a copy to the employee, and place a copy of the decision in the employee's personnel file.

If the City Administrator does not receive a written request for a pre-disciplinary hearing within five business days of the disciplinary recommendation, the employee will be deemed to have waived his/her right to such a hearing and the City Administrator will issue a decision on the recommendation. The City Administrator will provide a copy of his/her decision to the employee and place a copy of the decision in the employee's personnel file.

## VI. WAGES & HOURS OF WORK

### A. ATTENDANCE

The City provides important and critical services to its citizens and businesses. To ensure that it continues to provide those services, the City expects all employees to be present when scheduled. The City deems regular attendance an essential function of all jobs and will consider your attendance record when making changes to employment status including, but not limited to, promotion, transfer, termination, demotion, and layoff decisions.

1. **Absences:** If an employee must be absent or late due to the weather, illness, injury, or other emergency, the employee must notify his or her Supervisor or Director by a personal phone call, when possible, prior to the first normal duty hour. During a long illness, an employee must keep his or her Supervisor or Director advised of the employee's status and anticipated return date.

You, or someone on your behalf, must speak directly with, leave a voicemail for, or email/text your immediate supervisor, or his/her designee, with an explanation of why you will be absent or late, and the date and/or time you will return. You must continue to notify your immediate supervisor, or his/her designee, each day you are absent. Failure to give timely and proper notice of any absence or late arrival may result in discipline, up to and including termination. The City considers any absence of three (3) or more days, without the proper communication/notification to your immediate supervisor, to be grounds for immediate termination.

2. **Tardiness:** As a condition of employment, employees shall be at their places of work promptly at the beginning of their normal work duty periods and at the end of their lunch periods. It is expected that the employee shall remain at their place of work throughout the duration of their normally scheduled shift. Tardiness, or the failure to comply with the expectations as described previously in this paragraph, will be monitored and recorded by the Supervisor or Director for inclusion in each employee's personnel file and may lead to disciplinary action.

### B. EMPLOYEE CLASSIFICATIONS

For purposes of determining compensation and benefits, the City will classify an employee as one of the following:

1. **Full-time (FT):** Employees are hired for an indefinite period of time and are regularly scheduled to work a minimum of 40 hours per workweek. Full-time employees are eligible for all benefits offered to employees.
2. **Part-time benefit eligible (PB):** Employees are hired for an indefinite period of time and are regularly scheduled to work 30-39 hours per work week. They will be considered full time for health and dental insurance (rates) benefits but do not receive any other benefits. Full-time status under this classification does not afford any employee any other benefit, provision or policy in this handbook; for all purposes other than health and dental insurance, this employee is considered a Part-time employee.
3. **Part-time (PT):** Employees are hired for an indefinite period of time and are scheduled to work no more than 28 hours per workweek, or in the case of part-time firefighters, 168 hours in a 28-day work cycle. Part time employees are not eligible for any benefits.

4. **Seasonal (SE):** Employees are hired for a period of no more than 120-days per years.
5. **Temporary (TM):** Employees are hired for a period of no more than 90-calendar days.

Such employees will be either be:

1. **Exempt:** Exempt employees are administrative, executive, and professional employees and certain computer professionals who typically earn wages on a salary basis. These employees are ineligible for overtime compensation under the Fair Labor Standards Act ("FLSA").
2. **Non-exempt:** Non-exempt employees earn wages by the hour or on a salary basis and are eligible for overtime compensation under the FLSA.

The determination of exempt or non-exempt status is based on the current job description of every City position.

Regardless of classification, work schedules for employees can vary throughout our organization. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

#### C. **JOB CLASSIFICATION PLAN**

1. **General:** A written job classification plan has been established to identify those job assignments that employees perform which are necessary to complete the mission of City government.

A written job classification contains the purpose of the job, the essential functions of the job, the essential knowledge, abilities and skills necessary to perform the job, any essential education, certification and/or licenses to perform the job and essential physical demands and working conditions that the employee will need and encounter in performing the job.

The purpose of the above job classification categories are to assist the City with the ability to:

- a. Establish appropriate pay based upon comparability studies and ensure like pay for like work as well as statutory requirements regarding public employee bargaining;
  - b. provide a means of analyzing work distribution, areas of responsibility, lines of authority and other relationships between City job classifications;
  - c. establish training programs to enhance the performance of current job duties or for future promotional opportunities for employees; and
  - d. determine appropriate job interview questions to ensure compliance with equal opportunity laws and regulations.
2. **Modification to Existing Job Classification Plan:** It may become necessary to modify the existing job classification plan in order to address changes in the work environment or work responsibilities. These changes may result in the amendment to in existing job classification, consolidation of existing job classification, the creation of a new job classification or the deletion of an existing job classification.

When a department Director anticipates or is experiencing a change in the work environment or a modification to existing work responsibilities, the department Director shall submit a written request to the City Administrator outlining the justification for the request.

The City Administrator shall research and analyze the written request and determine the appropriate action to be taken. Based upon the results of the analysis and research, the City Administrator may:

- a. determine the department request is not justified and take no action;
- b. amend the job classification in question to reflect the resolution of the request;
- c. create a new job description that will address the resolution of the request; or
- d. consolidate and/or delete of the existing job classification as part of the research and analysis.

Employees assigned to an existing job classification that has been determined to be deleted shall adhere to the "Reduction in Force" procedure as stated in the policy or as stated within their respective labor agreement that represents said job classification.

3. **Transfer:** Transfers of employees of the same job classification from one department to another department must be approved by the City Administrator. Directors wishing to transfer an employee of the same job classification to a different department will submit to the City Administrator a written request outlining the justification for the transfer. The effective date of the transfer will be the date authorized by the City Administrator.

Transfer of employees of the same job classification within a department is the responsibility of the Department Director.

#### **D. FLEXTIME**

There are two different categories of flextime that the City recognizes, flexible schedules and flextime arrangements. Employee classifications must still be met when applying flex time principles.

**Flexible schedules** are pre-approved changes in the employee's weekly scheduled hours of work (shift). Using the administrative staff as an example, the scheduled hours are typically 8am-4:30pm, Monday through Friday. An employee with a pre-approved flexible schedule could change their weekly scheduled hours to 7:00am-3:30pm, Monday through Friday, so long as the employee is working 80 hours per pay period and maintaining their employment classification.

**Flextime arrangements** ("flextime") are pre-approved changes in hours that may vary week to week. Again, using administrative staff as an example, an employee might need to leave at 3:30 one day for a school program for their child. A flextime arrangement would allow that employee to work an extra hour in that week to make up for the hour that they left early. 80 hours per pay period must be met in order to maintain employment classification.

A full-time employee who has successfully completed his/her introductory period may work a flexible schedule ("flextime") with the prior written approval of his/her department Director. A department Director may work a flexible schedule with the prior written approval of the City Administrator.

Upon receipt of a flextime arrangement/flextime request, the department Director or City Administrator will consider the job duties and performance of the individual requesting flextime and the staffing needs of the department and the request must be preapproved. The department Director or City Administrator may suspend or cancel the flextime arrangement/flexible schedule at any time.

**E. HOURS OF WORK, BREAKS AND MEALS**

The City Administrator and department Directors are responsible for establishing the hours of work for the employees they supervise.

Employees scheduled to work eight (8) hours or more a day may take:

1. 60-minute meal break each day (and no breaks), 30 minutes of which will be unpaid; or,
2. 30-minute, unpaid meal break and two 15-minute paid breaks each day.

Employees may not take breaks or lunch breaks earlier than 60 minutes following the beginning of their shift or later than 60 minutes before their shift ends.

**F. OVERTIME AND COMPENSATORY TIME**

1. **Overtime:** The City will pay unsworn, non-exempt employees the overtime rate of one and one-half (1½) times their base rate of pay for hours worked in excess of 40 per workweek. In calculating "hours worked," the City will consider only actual hours worked, vacation, holiday, bereavement, military and comp time/administrative leave time. Sick leave will not be counted as hours worked in computing overtime. Employees must receive written approval from their immediate supervisor prior to working overtime, and failure to do so may result in disciplinary action.
2. **Compensatory Time:** In lieu of overtime compensation, non-exempt employees may opt to accumulate compensatory time at the rate of one and one-half (1½) times their hours worked in excess of 40 per workweek. Such employees may not accumulate more than ~~80~~60 hours of compensatory time at any given time, and may use compensatory time upon receiving advance written approval from their immediate supervisor. Once the ~~80~~60-hour max is accumulated, all overtime will be paid at the rate of one and one-half (1½) times their base rate of pay for hours worked in excess of 40 per workweek. Under no circumstances should employees be performing work off of the clock.
3. **Administrative Comp Time:** Exempt employees may earn administrative leave time. Leave time can be earned at a rate of one hour of leave for each hour exceeding ~~80~~40 each ~~pay period~~week, not to exceed 80 hours in a fiscal year. On September 30<sup>th</sup> of each year, Employees whose administrative comp time leave balance equals or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.

Time spent attending mandatory meetings and trainings, per job requirements, is counted as hours worked and will be paid. If attendance is voluntary and not required by the City, employees will not be paid. Non-exempt employees will be paid for travel time to attend mandatory meetings and trainings from their normal work location to the meeting location. Employees will not be paid for travel time from (or to) home for a required meeting or training. If an employee is required to attend a meeting or training and is not scheduled to work that day, the employee will be compensated for time spent at the meeting and any travel time to and from the meeting that takes place within what would typically be the employee's regularly scheduled work day; however, travel

from (or to) home in connection with such a meeting is not compensable if such travel occurs outside the employee's regularly scheduled work hours.

## G. COMPENSATION

1. **General Policy:** Please refer to any union collective bargaining agreements if appropriate.

It is the policy of the City to pay fair and equitable salaries to all employees based on the relative value of each position within the City, giving due consideration to rates paid in comparable municipalities for comparable work and to the financial position of the City. Further, it is the City's policy to maintain a salary program which will:

- a. Attract and retain high caliber individuals; and
  - b. Provide peak motivation to employees by paying salaries, within the boundaries of the established ranges, based on the individual's accomplishments.
2. **Responsibility for Salary Administration:** The City Administrator is responsible for the development, maintenance and continued administration of the salary schedule. The City Administrator will conduct such special studies of pay policies deemed necessary or expedient, and as a result of such study, may recommend amendments of salary ranges and related employee policies to the Mayor and City Council.
  3. **Salary Ranges:** A salary range provides a minimum and maximum salary rate. The minimum salary rate serves as a normal entrance salary for new appointees to any position in a class and represents the lowest rate to be paid to an employee who is considered qualified for appointment to, or retention of, the position. A maximum salary rate is the highest amount to be paid to any employee who occupies a position in the class, considering the limitation on the class of positions and its relationship to other classes.

The salary ranges are intended to furnish administrative flexibility in meeting changing labor market conditions and recognizing meritorious services of employees.

No payment or allowance will be made to any employee which would have the effect of causing his or her total compensation or pay for any period to exceed the maximum rate prescribed for the class except as is expressly authorized in the established salary or by the provisions of the section relating to overtime allowances. Likewise, no employee should be paid less than the minimum rate prescribed for his or her class.

4. **New Employee Pay Rates:** New employees will be hired as close to the minimum of their position grade range as possible unless they possess special qualifications or extensive experience. Employees will not be hired at an actual salary above the minimum of his or her position grade range, except under unusual circumstances as determined by the City Administrator.
5. **Pay Increase Eligibility:** Upon successful completion of the introductory period and anniversary date, an employee may receive a pay adjustment. Eligibility for such increases will be based upon successful completion of goals in accordance with the City's Performance Management policy. For purposes of this policy, successful completion shall mean receiving an overall score of 100% or more on the employee target sheet. The anniversary date of an employee should be the calendar date upon which employment with the City started or the date that an employee was transferred, promoted or demoted in to a new position. Employees who have been suspended from work, demoted as a

result of discipline, or issued two or more disciplinary reprimands in the immediately preceding 12-month period shall not be eligible for a performance adjustment.

6. **Pay Rates in Demotion:** If an employee is demoted, their rate of pay will be determined as follows:
  - a. If the rate of pay in the higher-grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay will be reduced to no more than the maximum rate of pay of the lower position.
  - b. The rate of pay will be reduced to the closest approximation of 10%.
7. **Payment of Leave Upon Death of an Employee:** Upon the death of an active full-time employee who has completed the introductory period, the employee's beneficiary will be entitled to payment for such accumulated paid leave as was available to the employee at the time of his or her death in accordance with this policy or as stated in existing labor agreements.
8. **Wages in Advance:** It is the policy of the City that no advance in future wages (including accrued vacation leave) shall be made.
9. **Pay for Absence from Work Due to Weather Conditions:** When an employee cannot report for normal duty due to weather conditions, the employee shall have the option to take a deduction of vacation leave, compensatory time or administrative comp time as long as the employee notifies his or her Supervisor no less than fifteen (15) minutes prior to the start of the employees regularly scheduled start time.
10. **Pay rate for Upgrades:** If an upgrade occurs, the employee shall be moved to a step that is most equal to their current rate, without being reduced.
11. **Pay rate for Promotion:** If an employee is promoted to a position in a higher grade, the employee shall receive a salary adjustment to the closest approximation to five percent (5%).

12. Working out of class: When the employee is assigned to perform the duties of a position in a classification higher than the classification currently held by the employee, the employee shall receive a temporary pay increase. The rate of pay for employees working in a higher classification as assigned by the department superintendent or director shall receive a 5% increase over his/her current pay.

When employee or a management position will be or has been vacant for 40 consecutive hours, the Supervisor or department director may assign an employee to fill the vacancy on a temporary basis. If the employee has never filled in or is unfamiliar with the duties of the higher classification the first 40 hours may be utilized for training purposes at the employees' present rate of pay. The training clause will apply only once per employee per each individual job classification.

The "Working Out of Classification" form will be filled out completely and copies given to the Employee, Department Director, Personnel Payroll file and the BPMA President.

## **H. PAY PERIODS, PAY DAY AND PAY CORRECTIONS**

Each pay period covers two weeks (bi-weekly), beginning with a Sunday and ending on a Saturday. Pay for the pay period will be issued on the following Friday by direct deposit. If a pay day falls on a holiday, the City will pay employees the day before the holiday. The City will make all required federal, state, and local deductions from your paycheck as well as all voluntary deductions such as health insurance premiums and other items you authorize in writing.

If the employee notices any discrepancies on their paycheck, the employee must immediately report them in writing to the Human Resources Director. If the City shall notice the discrepancy, the City will notify the employee in writing. Once the discrepancy is discovered, either by the employee or the City, corrections will typically be made to the employee's paycheck within the following two (2) payrolls. Should an error result in the need for repayment to the City by the employee, a mutually agreed upon repayment plan may be made with the Human Resources Director. Failure to report discrepancies once discovered may result in disciplinary action, up to and including termination of employment.

## **I. TIMEKEEPING**

Non-exempt employees must report their hours of work using the City's timekeeping system. Employees must record their in and out times at the beginning and end of their shifts and meal breaks, and may not perform any work unless entered in the timekeeping system.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Any employee that is asked to work off the clock or sees another employee working off the clock must report this immediately to the Human Resources Director. If you make an error when clocking in or out, or when otherwise entering your time, you must immediately notify your immediate supervisor.

## **VII. BENEFITS**

### **A. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The City provides accidental death and dismemberment insurance to full-time employees. This coverage will be effective the first of the month following 30 days of employment. The City will pay for the cost of such insurance.

### **B. BEREAVEMENT LEAVE**

1. In the event of the death of a full-time employee's parent, sibling, grandparent, grandchild, spouse, child, step-parent, step-grandparent, step-grandchild, or step-child, the employee may take up to five (5) consecutive or non-consecutive days of paid bereavement leave.
2. In the event of the death of a parent, sibling, grandparent, step-parent, or step-grandparent of the spouse of a full-time employee, the employee may take up to three (3) consecutive or non-consecutive days of paid bereavement leave.

3. In the event of the death of an aunt, uncle, niece, or nephew of a full-time employee or that employee's spouse, the employee may take one (1) day of paid bereavement leave.

An employee seeking to take bereavement leave must obtain approval from his/her immediate supervisor prior to taking such leave. To receive funeral pay, an employee must have been scheduled to work on the day of arranging for or attending the funeral. The employee must also notify his supervisor of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave including his relationship to the deceased, the date of the funeral and other pertinent items.

**C. DENTAL INSURANCE**

The City offers dental insurance to full-time employees and their dependents. This coverage will be effective the first of the month following 30 days of employment. Eligible employees who wish to include their dependents on their dental insurance plan must pay any additional premium and authorize the City in writing to deduct that additional premium from their paychecks.

**D. DISABILITY INSURANCE**

The City provides long-term disability insurance to full-time employees at no cost to them. This coverage will be effective the first of the month following 30 days of employment.

**E. EMPLOYEE ASSISTANCE PROGRAM**

The City offers an Employee Assistance Program ("EAP") to employees who need assistance dealing with issues affecting them both at home and at work. The program offers professional counseling at no cost and on a voluntary basis to employees and their families for alcohol or drug abuse, family and marital problems, and emotional issues. Employees and their family members wishing to take advantage of the program may contact the EAP provider directly. If an employee has any questions they can also contact the Human Resources office for further guidance.

The Employee Assistance Program also provides professional counseling at no cost to employees for job performance issues and concerns. Employees may undergo such counseling on a voluntary basis, or supervisors may refer employees to mandatory counseling for job performance issues and/or as part of disciplinary action. The EAP liaison will coordinate all referrals, whether voluntary or mandated.

1. **Confidentiality:** All information given to the internal EAP liaison regarding personal problems will remain confidential. All information given to EAP will be kept confidential within statutory guidelines. Information from the EAP may only be obtained by the City with written permission by the employee.
2. **Supervisory Referrals:** Supervisory personnel throughout the City shall be responsible to promote the availability of the EAP resources to employees. It is recognized that supervisors do not have the professional qualification to assess specific personal problems. Necessary referral to EAP will be based on documented unsatisfactory work performance.

**Procedures for Making Supervisory Referral:**

- a. When a notice of disciplinary action is completed, the Supervisor may inform the employee of the availability of EAP. Depending upon the severity of the job

performance problem, the Supervisor or Department Director may require the employee to contact the EAP for assistance.

- b. A referral to the EAP will occur simultaneously with standard disciplinary action for unsatisfactory job performance.

Initial assessment/counseling time with the EAP will be considered "City Time" for supervisory referrals only. Leave time for follow-up sessions with the EAP and/or referral agencies will be handled in accordance with standard leave policies.

- 3. **Responsibility of the Employee:** The employee has the responsibility to follow through with the Supervisor's recommendation to contact the EAP counsellor and to cooperate with the recommended course of action. Employees who refuse assistance or who do not respond to or fail to successfully complete the recommended course of action will be handled in accordance with standard disciplinary procedures for unsatisfactory job performance and/or insubordination.

#### F. HEALTH INSURANCE

The City offers health insurance to full-time employees and their dependents on the first day of the month following completion of the first 30 days of employment.

#### G. RETIREMENT SYSTEMS

**Types of Systems:** Three retirement systems exist within the City of Bellevue: one for sworn personnel in the classified service of the Police Department, one for classified service of the Fire Department and one for civilian personnel in service throughout the City. Each system requires contribution from both the employee and the City.

- a. **Sworn Positions in the Police Department:** Sworn members of the Police Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.
- b. **Sworn Positions in the Fire Department:** Sworn members of the Fire Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.
- c. **Civilian Positions throughout the City:** Regular full-time civilian employees, as well as the City, will contribute an amount as described in Appendix F of this handbook.

The City will provide the death benefit to all members of the retirement plan in accordance with this plan.

#### H. HOLIDAYS

The City observes the following holidays:

- 1. New Year's Day
- 2. Martin Luther King Day
- 3. President's Day
- 4. Memorial Day
- 4.5. Juneteenth

- ~~5-6.~~ Independence Day
- ~~6-7.~~ Labor Day
- ~~7-8.~~ Veteran's Day
- ~~8-9.~~ Thanksgiving Day
- ~~9-10.~~ \_\_\_\_\_ Day after Thanksgiving
- ~~10-11.~~ \_\_\_\_\_ Christmas Day
- Employee's Birthday

If a holiday occurs on a Saturday, the City will observe the holiday on the preceding Friday. If a holiday occurs on a Sunday, the City will observe the holiday on the Monday following the holiday. Employees may use their birthday holiday for time off on their birthday or on any day during the period in which their birthday occurs.

Full-time employees who are not required to work on a holiday will receive pay at their normal base rate of pay as if they did work the holiday. However, if an employee should have an unpaid absence (excluding FMLA) on the work day immediately before or after a holiday, such employee shall not receive holiday pay. Full-time, non-exempt employees who are required to work on a holiday will receive one and one-half (1½) times their base rate of pay for the actual number of hours worked.

Employees on suspension or an unpaid leave of absence are ineligible for holiday pay.

**I. JURY DUTY**

When selected for jury duty, employees must immediately notify their immediate supervisor and provide him/her with a copy of the jury notification. The City will pay employees their regular wages while serving jury duty, and employees must give the City any compensation or fees (other than mileage) earned or received for jury service. If an employee should be required to testify in other litigation, or if the employee should be an expert witness (not in official capacity), the employee will not be granted leave with pay, but may use vacation time or be granted a leave without pay for the length of such service.

**J. LEAVE OF ABSENCE**

The City recognizes that a leave of absence for personal or medical reasons may be necessary. When an employee has exhausted his/her paid time off, he/she may request an unpaid leave of absence. Employees must direct a leave of absence request in writing to their department Director and specify the reason for and duration of the leave. The department Director must forward the request to the City Administrator with a recommendation to grant or deny the request. Unpaid leaves of absence shall not begin until approved by the City Administrator.

**1. Benefits While on Leave of Absence:**

- a. Upon approval, an employee who has been granted a leave of absence without pay will not be granted any advancement or promotion in relation to the position from which the employee is on leave. The employee will be entitled to and will retain all benefits accrued up to the effective date and the employee's seniority will cease at that date and will continue upon reinstatement. There will be no seniority gained during the leave of absence.
- b. An employee will not accrue vacation leave, sick leave, holiday pay or other benefits during the period the employee is on leave of absence without pay for more than three (3) working days.
- c. An employee may continue his or her health insurance coverage through the COBRA option, provided a personal check is received for the required monthly premium.

**2. Return from Leave of Absence:**

- a. If possible, at the discretion of the Director and City Administrator, an employee will be returned to the position they held at the time the leave of absence was granted.
- b. Upon expiration of the leave of absence and the return-to-work by the employee, the employee's salary will reflect all general cost of living adjustments made during the leave.
- c. An employee returning to work in to a position that requires a physical examination for employment, that has been gone for more than 60 days leave for any reason, shall undergo a physical examination certifying the employee can perform the essential physical functions of the respective job description. An employee shall not be restored to his or her position until such time as the City receives such certification.

**3. Failure to Return to Work Following a Leave of Absence:** Failure on the part of an employee to return back to work upon the expiration of the approved leave of absence, on the return date previously agreed upon, may be considered equal to the resignation of the employee and the City Administrator may declare the position vacant.

**K. LIFE INSURANCE**

The City provides group term life insurance to all full-time employees. Unclassified employees should refer to Appendix F of this handbook for life insurance benefit details. Employees that have positions belonging to a union should refer to their applicable collective bargaining agreement for benefit details.

**L. MILITARY LEAVE**

An employee who is a member of the National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve, shall be entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Such employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Such employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. For purposes of this Section, "normal" work hours or "normally scheduled" work hours shall be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for military leave.

All employees who leave a position for the purpose of being inducted into, enlisting in, determining his/her physical fitness to enter, or performing training duty in the uniformed forces of the United States shall, when ordered by proper authority to active service, be entitled to a military leave of absence from employment with the City for the period of such service. The City, through proper authority, may make a provisional appointment to fill any vacancy created by such leave of absence. When such person is separated from active duty under conditions other than those set forth in 29 U.S.C. § 4304, he/she shall be entitled to return to his/her former position in accordance with the Uniformed Services Employment Reemployment Act, and such separation does not constitute a break or interruption of service or employment within the meaning of this Section after he/she is discharged from active duty. Such person shall not be discharged from his/her former or new position without cause: (a) within one (1) year after reinstatement if the person's period of service

before reinstatement was more than 180 days; or (b) within 180 days after the date of reinstatement if the person's period of service before the reinstatement was more than 30 days but less than 181 days.

**M. SICK LEAVE**

Full-time employees will earn paid sick leave upon the completion of each month of employment, and will be eligible to use that leave once it is accrued and upon advance written approval from their immediate supervisor. Employees, or someone on their behalf, must notify their immediate supervisor as soon as possible when the need to use sick leave arises and the expected return-to-work date. The City may require employees using sick leave to provide documentation from a health care provider.

Unless otherwise noted in an employee's respective collective bargaining agreement, eligible employees hired on or before 09/30/13 will earn 12 hours of paid sick leave upon completion of each month of employment. Eligible employees hired after 10/01/13 will accrue 8 hours of paid sick leave upon completion of each month of employment.

- 1. Reasons for Use:** The City provides paid sick leave to full-time employees for use when:
  - a. recuperating from a non-work-related injury, illness, pregnancy, or other health condition;
  - b. undergoing medical, dental, optical, or surgical examinations or treatment;
  - c. exposed to a contagious disease that would endanger the health of other employees or members of the public; or,
  - d. caring for a parent, sibling, grandparent, grandchild, spouse, child, step-parent, step-grandparent, step-grandchild, family member that you have a healthcare/medical power of attorney over, or step-child who is injured, ill, recuperating from pregnancy, suffering from a health condition, or undergoing medical, dental, optical, or surgical examinations or treatment.
  
- 2. Restrictions and Conditions for Sick Leave Use:** Directors will grant sick leave with pay in accordance with the following provisions:
  - a. Sick leave will not be granted in advance of accrual;
  - b. The amount of sick leave granted for necessary care of a sick member of an employee's immediate family or household will not exceed thirty (30) working days in any twelve-month period (with the exception of approved FMLA leave);
  - c. The amount of sick leave to be charged against an employee's accrual will be computed on the basis of the exact number of days or hours the employee is scheduled to work when sick leave is utilized;
  - d. Holidays or other regular days off will not be counted in charging sick leave;
  - e. Sick leave will not be used as vacation leave;
  - f. Pregnant employees will be expected to work prior to childbirth as long as they are able to perform their normal duties or until their physician advises otherwise. They will be expected to return to work at the completion of the pregnancy as soon as they can be reasonably expected to perform their normal duties based on a medical release to return to work;
  - g. Employees who fail to return after approved leave has ended may be considered terminated;
  - h. Sick leave will be requested in advance whenever possible for dental appointments, optical appointments, physical examinations, etc.;
  - i. Leave without pay may be granted for illness and disability extending beyond the earned sick leave accumulated; or

- j. After twelve continuous months of service, vacation leave may be used for sick leave when sick leave time has been exhausted.

**3. Reporting an Absence using Sick Leave:** If an employee is absent for reasons which entitles the employee to sick leave, the employee or a member of his or her household must notify the employee's Supervisor by personal phone call during the first normal duty hour.

If the employee fails to notify the Supervisor or the person designated to receive such calls, sick leave with pay will not be approved, except in unusual circumstances to be determined by the Director and the City Administrator.

- 4. Investigation of Sick Leave Use:** Directors may request written verification by a physician of illness of an employee absent on sick leave. False or fraudulent use of sick leave will be cause for disciplinary action and may result in termination.
- 5. Medical Statement:** An employee who is absent on sick leave because of his or her own illness or injury or that of a member of his or her immediate family or household may be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the Director. If the employee is using Telehealth, the employee may be required to provide a print-out from the service showing that services were received on the date in which the note was provided.
- 6. Transfer of Sick Leave Accrual:** When an employee is transferred to another position, any unused sick leave which may have accumulated to the employee's credit will continue to be available for their use as necessary.
- 7. Sick Leave During Introductory Period:** During their introductory period, full-time employees will be entitled to sick leave at the same rate as regular employees. Sick leave will be granted during the introductory period up to the number of hours accrued by the employee.
- 8. Sick Leave Without Pay:** An employee in need of sick leave but who does not have any accrued sick leave time may request leave without pay. Such a request will have the City Administrator's approval before it is granted. Please refer to the Federal Family and Medical Leave Act (FMLA) Leave of Absence Regulations.
- 9. Donation of sick leave:** In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. All unused sick time donations will be distributed proportionately back to the donors. Employees may donate time to any employee, even if it is outside of their bargaining unit/employee group.

## **N. TUITION/CERTIFICATION ASSISTANCE**

The City offers a tuition and certification assistance program to full-time employees who have completed their introductory period. The City, upon eligibility, will reimburse such employees 50% of the cost of tuition for job-related coursework offered through an accredited program, up to \$5,200 per calendar year. Upon eligibility the City will also reimburse employees at 100% for the cost of exams for job-related certifications.

### **1. Eligibility**

- a. employees must obtain written approval from their department Director and Human Resources Director prior to enrolling in such coursework or signing up for a certification exam; and
- b. earn a grade of "B" or its equivalent to receive any reimbursement. Exams for certification will be graded on a pass/fail basis; failure to pass an exam for a certification will disqualify an employee from being reimbursed any costs. Upon completion of the course or certification exam, eligible employees must provide evidence of the grade or certification awarded and receipts for tuition/fees paid.

**O. VACATION LEAVE**

Full-time employees will earn paid vacation leave upon the completion of each month of employment, and will be eligible to use that leave once it is accrued and upon advance written approval from their immediate supervisor.

- 1. **Scheduling of Vacations:** Vacation leave will be taken at a time convenient to and approved by the Director.

Directors, or their designee, will grant leave on the basis of the work requirements of the department after conferring with employees and recognizing their needs whenever possible.

Consideration in the scheduling of vacation leave will be given to employees in the order of their total length of employment with the City.

- 2. **Transfers:** When an employee transfers from one department to another in the City, the employee's vacation accrual will transfer to the new department.

Transfers made at the request of the employee will result in loss of preference in the scheduling of vacation leave for the first year in the department to which the employee transferred.

- 3. **Holidays:** Holidays occurring during scheduled vacation leave will not be charged against vacation leave.

- 4. **Vacation Prior to Retirement:** Retiring employees will have their vacation leave, sick leave (in accordance with appropriate labor agreement) and compensation time paid out in full on their final paycheck.

**P. VOTING LEAVE**

The City encourages employees to vote in federal, state, and local elections. Most employees will have a two-hour period of time either before or after their regularly scheduled shift or normal working hours to vote. Employees who do not have such a period of time and who receive advance written approval from their immediate supervisor may take up to two hours of leave, without loss of pay, to vote.

**Q. WORKERS' COMPENSATION**

The City maintains a workers' compensation injury policy, which covers eligible employees who sustain a work-related injury or contract a work-related disease. Eligible employees will receive workers' compensation benefits in accordance with Nebraska workers' compensation laws in effect at the time of the injury. Workers' compensation benefits include, but are not limited to, the payment of medical expenses, rehabilitation, total and partial disability allowances, and death

benefits. Employees who sustain a work-related injury or contract a work-related disease may be ineligible for workers' compensation benefits if they were intoxicated or willfully negligent at the time of the injury.

Employees must immediately report all work-related injuries and diseases to their immediate supervisor to ensure they complete the necessary workers' compensation forms and receive workers' compensation benefits.

**City's Payments in Addition to Worker's Compensation:** An employee receiving Worker's Compensation may also elect to receive a salary from the City, but only that amount which, when added to the amount paid by Worker's Compensation, will equal the employee's regular salary. Under this condition, earned sick leave and/or vacation leave will be charged for that part of the employee's pay from the City.

When the employee has used all of their sick leave and vacation leave to supplement the payments from Worker's Compensation, no payments to the employee in addition to Worker's Compensation will be made by the City.

**R. BENEFIT CONTINUATION (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, or a dependent child no longer meeting eligibility requirements. Employees are responsible to notify Human Resources of any qualifying event.

The City will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage.

## APPENDIX A

### Code of Ethics/Conflict of Interest Policy

#### ADMINISTRATION

#### Article IV. Officers and Employees

#### Division 4. Code of Ethics

#### **Sec. 2-202. Declaration of Policy and Definitions.**

It is the policy of the City that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for all city officials and employees is adopted. When used in this division, city employee, employee, city official and official shall have the following meanings:

City employee or employee means any person employed by the city of Bellevue, but does not include independent contractors hired by the city.

City official or official unless otherwise expressly defined, means the Mayor, members of the City Council, City Administrator, all division and department heads, whether such person is salaried, hired or elected, and all other persons holding appointed positions designated by this code, as it may be amended from time to time. City official also includes individuals appointed by the Mayor and City Council to all city

commissions, committees, boards, task forces, or other city bodies unless specifically exempted from this division by the City Council.

**Sec. 2-203. Standards of Conduct.**

(a) No city official or employee shall transact any business in his official capacity with any entity in which he or she has a business interest. Business interest means a business: (1) in which the city official or employee is a partner, director or officer; or (2) in which the city official or employee or an immediate family member of the city official or employee is a stockholder of closed corporation stock worth one thousand dollars (\$1,000.00) or more at fair market value or which represents more than a five percent (5%) equity interest, or is a stockholder of publicly traded stock which represents more than two percent (2%) equity interest.

(b) No city official or employee shall formally appear before the body of which the official or employee is a member while acting as an advocate for himself or any other person, group, or entity.

(c) No city official or employee shall represent, for compensation, any other private person, group or entity in his or her official capacity before any department, commission, board or committee of the city. Any city official or employee acting in a capacity other than his or her official capacity before such department, commission, board or committee of the city shall disclose the same and shall not participate in the matter in his or her official capacity.

(d) No city official or employee shall represent, directly or indirectly, any other private person, group or entity in any action or proceeding directly against the interests of the city, or in any litigation in which the city or any department, commission, or board or committee thereof is a named party, if the city official or employee previously participated in the action or events which precipitated such action or proceeding against the interests of the city; provided, however, nothing herein shall limit an official from representing a court appointed criminal defendant or representing a party to a civil action where the city is named a party by way of its holding a lien interest for a special assessment where the validity of the special assessment is not an issue; and provided further, that nothing herein shall limit the authority of the city attorney and his or her staff to represent the city, its boards, commissions, committees and officers in the discharge of their duties.

(e) No city official or employee shall represent, directly or indirectly, any private person, group or entity in any action or proceeding in court which was instituted by a city official or employee in the course of official duties, except as provided in subsection (d) above.

(f) No city official shall represent any private person, group or entity in any action or proceeding in court which was instituted by or arising from a decision of a board, commission, committee, task force or other body on which the official served in his or her official capacity with regard to the specific decision being challenged.

(g) No city official or employee shall accept or solicit any gift or favor, that might reasonably tend to influence that individual in the discharge of official duties or that the official or employee knows or should know has been offered with the intent to influence or reward official conduct.

(h) No city official or employee shall solicit or accept other employment to be performed or compensation to be received while still a city official or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of city duties

(1) If a city official or employee accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official or employee might reasonably be expected to act, investigate, advise, or make a recommendation, the official or employee shall disclose that fact to the council, board, or commission on which he or she serves or to his or her supervisor and shall take no further action on matters regarding the potential future employer.

(i) No city official or employee shall use his or her official position to secure a special privilege or exemption for himself/herself or others, or to secure confidential information for any purpose other than official responsibilities.

(j) No city official or employee shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.

(k) City officials and employees shall not exceed their authority or breach the law or ask others to do so and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or officially recognized confidentiality of their work.

(l) No city official or employee in the course of his or her official duties shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen in the same circumstances.

(m) Preferential consideration of the request or petition of any individual citizen or group of citizens shall not be given. No person shall receive special advantages beyond that which are available to any other citizen.

**Sec. 2-204. Prohibition on conflict of interest.**

(a) A city official or employee may not participate in a vote or decision on a matter affecting a person, entity, or property in which the official or employee is associated or involved. Where the interest of a city official or employee in the subject matter of a vote or decision is remote or incidental, the city official or employee may participate in the vote or decision and need not disclose the interest. Nothing herein shall be construed however, from preventing a city official or employee from participating in a vote or decision regarding a collective bargaining agreement to which he is a member of such union or is otherwise affected thereby.

(b) Remote Interest means an interest of a person or entity, including a city official or employee, who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges, or a comprehensive zoning ordinance or similar decisions is incidental to the extent that the council member would be affected in common with the general public.

(c) Incidental interest means an interest in a person, entity or property which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This section does not establish dollar limits on the terms "insignificant value" and "de minimis", which shall have their usual meanings and be subject to interpretation on a case by case basis.

**Sec. 2-205. Conflict of interest; disclosure.**

(a) A city official shall disclose the existence of any business with which the official is associated involving a person, entity or property which would be affected by a vote or decision of the body of which the city

official is a member or that he or she serves as a corporate officer or member of the board of directors of a nonprofit entity for which a vote or decision regarding funding by or through the city is being considered. City officials and employees of the city shall comply with applicable provisions of state law relative to conflicts of interest and generally regulating the conduct of public officials or employees.

(b) To comply with this section, any council member who has a conflict of interest, as set forth in subparagraph (a) above, in any matter before the City Council, shall disclose such fact on the records of the City Council prior to or immediately after opening discussion of the issue, or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue. Upon disclosure of a conflict, the council member shall step down from the council table, leave the council chamber and refrain from participating in any discussion or voting thereon, provided that such exceptions shall be observed as is permitted by law. This provision shall apply if a council member has disqualified himself or herself from voting.

(c) To comply with this section, any member of any official board, commission or committee, other than the City Council, who has a conflict of interest as defined herein, in any matter before the board, commission or committee, of which he or she is a member, shall disclose such fact on the records of such board, commission or committee prior to or immediately after opening discussion of the issue, or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue. Upon disclosure of a conflict, the member shall refrain from participating, in his or her official capacity, in any discussion or voting thereon, provided that such exceptions shall be observed as are permitted by law.

(d) To comply with this section, a city employee shall notify his or her supervisor in writing of any substantial interest he or she may have in a person, entity or property which would be affected by an exercise of discretionary authority by the city employee and a supervisor shall reassign the matter. In addition, any employee who has a financial or other special interest in a matter before the City Council or any board, commission, or committee, and who participates in discussion with or gives an official opinion to the council or to such board, commission or committee relating to such matter, shall disclose on the records of the council or such board, commission or committee, as the case may be, prior to or immediately after opening discussion of the issue or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue, the nature and extent of such interest.

**Sec. 2-206. Interest of spouse.**

(a) A spouse of a city official or employee involved in a business with which he or she is associated shall be deemed to apply to that city official or employee for the purposes of sections 2-204 and 2-205 concerning disclosure.

(b) A city official or employee may not participate in a vote or decision affecting a business with which an individual is associated if that individual is related in the first or second degree of consanguinity or affinity to the city official or employee. For the purposes of this section, business with which an individual is associated shall be defined the same as business interest in section 2-203(a).

**Sec. 2-207. Misuse of official information.**

(a) No city official or employee shall willfully and knowingly use confidential information for pecuniary gain to any other person confidential information acquired by him or her in the course of and by reason of his official duties, nor shall any public official or employee use any such information for the purpose of pecuniary gain.

(b) No former city official or former employee shall use any confidential information to which he or she had access by virtue of his or her official capacity and which has not been made public concerning the property, operations, policies, or affairs of the city.

Ordinance No. 3664, Approved 3.12.12

Ordinances are subject to change before the City Council.

## **APPENDIX B**

### Community Relations Department Media Policy

#### **I. STATEMENT OF PURPOSE**

Efficient and effective communication with the media is critical to the City of Bellevue's ability to carry out our goal of operational transparency. Coordination, uniformity, accuracy and timeliness are the cornerstones of strong and productive media relations.

The purpose of the Media Policy is to provide the City of Bellevue with guidelines to keep the media and the public fairly and accurately informed of programs, services, events and issues in a timely and forthright manner.

The City of Bellevue utilizes a variety of communication methods to disseminate information about the City and its projects, events and initiatives. These methods include press releases, the City's website as well as Facebook and Twitter pages. As communication methods and associated technology evolves, the City will consider participating in new communication formats when approved by the City Administrator, and adapt its media policy accordingly.

Effective media relations best serve the City through:

1. Providing transparency and accountability to the public about city government issues
2. Informing residents of City programs and services
3. Ensures that timely and accurate information is conveyed to the public
4. Establishing and maintaining an accurate public perception of the City of Bellevue
5. Increasing the visibility of the City on local, statewide and national levels
6. Promoting the City's achievements, activities and significant events

## II. POLICY

### A. GENERAL MEDIA INQUIRIES

The City Administrator with assistance from the Community Relations Coordinator serves as the primary spokesperson for the City of Bellevue and conveys the official City position on routine media inquiries, issues of citywide significance and situations that are sensitive and controversial in nature. **The Bellevue Police and Fire Departments operate under separate departmental policies and have dedicated public information officers (PIOs) that handle working scenes.**

Directors and other designees may receive and handle routine media inquiries themselves when pertaining to their department with approval from the City Administrator or Community Relations Coordinator. Inquiries of a controversial nature that have citywide impact should be directed to the City Administrator or Community Relations Coordinator via email or phone in order to maintain consistency in our response.

In cases of community-wide significance, defined as a significant operational event that is likely to disrupt or alarm members of the community, the Community Relations Coordinator will work with other City Officials to assess the situation, develop key messages and/or a written statement to detail the known facts and summarize the City's position.

In the event of a community-wide crisis or significant emergency situation, the City Administrator or his designee with assistance from the Community Relations Coordinator will handle all contacts with the media and will coordinate the information flow from the City to the public as well as City staff. Examples of these types of situations include severe weather events, flooding, acts of terrorism, major power failures/outages or other disruptions. In such situations, all City departments should refer calls from the media to the Community Relations Coordinator in accordance with the City Emergency Operations Plan.

Depending on the situation, the City Administrator may designate another or an additional City Official to serve as the spokesperson. A single initial media contact ensures uniformity and consistency in coordinating a focused and targeted City message. Several uncoordinated responses increase the risk of contradictory information being disseminated, which will leave the public confused and ultimately mistrusting of City administration.

### B. SOCIAL MEDIA

To address the changing way residents, communicate and obtain information relating to the programs and goals of the City, the City of Bellevue will participate in select social media formats to reach a broader audience where appropriate and when approved by the City Administrator, the Community Relations Coordinator.

The City of Bellevue recognizes that social media is a valuable tool to communicate with both our citizens and fellow employees and that the City has an interest and expectation on deciding what messages are relayed on behalf of the City. The purpose of this policy is to provide and establish guidelines to City employees on their use of social media while working for the City or during non-work hours. Regularly, social media and other online tools and technology are created, discarded or modified; therefore, this policy is intended to be applicable to a broad range of social media and internet activity.

All official City of Bellevue presences on social media sites or services are considered an extension of the City's Community Relations Department. All City use of social media must be approved by the City Administrator through the Community Relations Coordinator and follow this policy. The City

Administrator or designee and Community Relations Coordinator will work to review and approve requests to use social media sites as deemed appropriate. It is the responsibility of the Community Relations Coordinator under direction of the City Administrator's Office to act as the City's official spokesperson, including acting as the City's official web presence via social media. The City will maintain one official page per each approved social media outlet, which is to be created, maintained and monitored by the Community Relations Department, all of which are to be regularly updated. The exception to this policy is Facebook and Twitter accounts for the Bellevue Police and Fire Departments which will allow for after hours and weekend updates to incident reports. The Community Relations Department will distribute all social media content and ensure each of the approved uses and sites adheres to the social media policy for appropriate use and the message is consistent with the branding and goals of the City of Bellevue.

For purposes of this policy, the following definitions are outlined below:

- “Blog”: A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.
- “Page”: The specific portion of a social media website where content is displayed, and managed by an individual or individuals with editorial or administrative rights.
- “Post”: Content an individual share on a social media site or the act of publishing content on a site.
- “Profile”: Information that a user provides about himself or herself on a social networking site.
- “Social Media”: A category of Internet-based resources that integrate user-generated content and user participation, including tools for sharing and discussing information. The term most often refers to activities that integrate technology, telecommunications, and social interaction, alongside the construction of words, pictures, video, and audio. This includes, but is not limited to social networking and communication sites such as, Facebook & MySpace, weblogs and micro-blogging sites like Twitter or Nixle, forums and message boards, photo and video-sharing sites like, Instagram, Snapchat, Imgur, Flickr, Vimeo, & YouTube, real-time web communications like Medium and Tumblr(chat, chat rooms, video chats), all of the wikis (Wikipedia), blogs, and news sites (Digg, Quora, Reddit, etc.).
- “Social Networks”: Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.
- “Speech”: Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, audio, video, or related forms of communication.
- “Wiki”: Web page(s) that can be edited collaboratively.

Use of social media must comply with applicable federal, state and City ordinances, regulations and policies, as well as proper business etiquette. This includes adherence to established laws and policies regarding copyright, records retention, release of public information, the First Amendment, privacy laws and information security policies established by the City of Bellevue.

Wherever possible, links to more information should direct users back to the City's official website, [www.bellevue.net](http://www.bellevue.net), for more information, forms, documents or online services necessary to conduct business with the City of Bellevue.

The Community Relations Coordinator or designees representing the City via the City's social media outlets must conduct themselves at all times as representatives of the City of Bellevue.

Violation of this policy may result in the removal of pages from social media outlets.

The City of Bellevue reserves the right to remove any messages or postings, including those that are obscene, and in violation of the copyright, trademark right, or other intellectual property right of any third party. Violations can include but are not limited to:

1. Foul, defamatory or disparaging language or comments,
2. Purposely inaccurate and/or misleading comments,
3. Sexual content or links to sexual content,
4. Comments on work-related legal proceedings or ongoing investigations,
5. Solicitations of commerce,
6. Conduct or encouragement of illegal activity,
7. Confidential or proprietary information, and/or
8. Information that may tend to put at-risk the safety and security of the public or public infrastructure.

The City of Bellevue reserves the right to review and discipline any employee for any on-duty or off-duty social media communications that are in violation of this policy or any other provisions in this Employee Handbook.

### **III. GENERAL PROCEDURES FOR DEALING WITH THE MEDIA**

All Media inquiries shall be referred to the City Administrator or Community Relations Department if they involve issues of citywide significance and/or are of a controversial or sensitive nature. This enables the Administration and Community Relation Coordinator to track pertinent issues and to anticipate problems or concerns in the proactive development of the City's message.

The Community Relations Department promotes the City through media releases and several additional communication avenues regarding special accomplishments, events, activities, programs, initiatives and plans. All media releases intended for external audiences should be routed through the Community Relations Coordinator.

Since positive media solicitation is an integral element of the City's communications strategy, any ideas for articles or media pieces that would positively portray the City, its work or its community should also be directed to Community Relations Coordinator.

In a similar manner, Community Relations Coordinator should be notified about negative occurrences that are likely to rise to the level of a news story. Routine inquiries on topics specific to a project or department may be handled by the appropriate staff person within the department however the City Administrator and the Community Relations Coordinator should be notified on any topic that has the potential to present the City in an unfavorable light. Such notification can be particularly important if follow-up inquiries are made with other City staff to ensure a coordinated, consistent City response.

**Guidelines for communicating with the media when the issue is non-controversial and limited to the staff member's area of expertise:**

When fielding a media inquiry, it is not necessary to respond immediately. It is acceptable to gather your notes and thoughts and call the reporter back. Be cognizant that the reporter is on a deadline. If necessary, you may obtain in writing via e-mail: the name of the person calling, the media organization, the deadline, the anticipated time of release of information in print or broadcast and his/her questions. Request that they copy the Community Relations Coordinator on their inquiry. Additional questions to ask are the content of the story and the other sources the reporter will be utilizing.

**Guidelines for dealing with TV and radio interviews:**

When you receive a request for an on-air interview, please contact the Community Relations Coordinator and provide the reporter's name and affiliate. The Community Relations Coordinator with approval of the City Administrator will handle scheduling the interview and will be available for consultation before the interview.

The best approach with the media is to be prompt, helpful and honest. All contacts from the media should be returned as soon as possible, in deference to reporters' deadlines. At the most, a call should be returned within a half-day. If that is not possible, an alternate employee (if appropriate) or the Community Relations Coordinator should be asked to handle the call.

**Issues that should not be discussed with reporters are:**

1. Legal issues, including liability issues and pending litigation
2. Personnel issues, including those surrounding existing and former employees
3. Questions that involve City integrity, such as ethics, or
4. A community-wide situation or emergency.

**Refer all such inquiries to the Community Relations Coordinator or City Administrator.**

**VI. CONTACT INFORMATION**

Community Relations Coordinator  
(402) 293-3052 Phone | (402) 515-6259 Cell

City Administrator, City of Bellevue  
(402) 293-3023 Phone

## **APPENDIX C**

### **Press Release Policy**

#### **I. OBJECTIVE**

The objective of this City of Bellevue Policy is to establish the procedure for the preparation and issuance of press releases. This is to assure that press releases are informative, accurate, and contain sufficient detail to be of use to the media and the public. The City must have press releases that are consistent in terms of style and are written in a fashion which will solicit media and public interest. Press releases must reflect the policy of the City, establish a mechanism for providing accurate information to the community concerning City programs, events and policy, and promote equal treatment of the media in the release of City press releases.

#### **II. PROCEDURES**

1. Press releases and information bulletins should be issued to bring special media attention to City of Bellevue programs, accomplishments, or policy decisions and to assist in citizen education about issues being considered by the City.
2. All press releases and information bulletins, except those issued by the Police and Fire Departments in connection with public safety reports and by Public Works for construction updates, shall be approved by the City Administrator prior to issuance.

3. All press releases shall be distributed to those on the Media Distribution List by email or fax. They shall also be distributed to City Councilmembers and Planning Commissioners, Management Staff, and other staff members as appropriate.
4. Quotations of individuals named in the press release shall be approved by the named person in advance.
5. Both timelines and accuracy of information contained in press releases is important. All facts shall be confirmed.
6. Press releases shall contain the date of issuance and be on City letterhead.
7. Press releases shall be posted on the bulletin board at City Hall and posted on the City's website.

### **III. RESPONSIBILITY**

1. The City Administrator shall be responsible for reviewing all press releases prior to distribution.
2. The Community Relations Coordinator shall be responsible for posting all press releases on the City's website; the person preparing the press release should e-mail it to the Community Relations Coordinator in PDF format.

### **IV. DEFINITIONS**

"Information bulletin" is a typed/printed report providing the facts of a given situation or issue designed to assist the media in developing their own coverage of the subject.

"Media Distribution List" is the name, email and fax number list approved by the City Administrator for which all press releases are to be emailed or faxed.

"Press release" shall mean a typed/printed announcement or story written so as to be printed as a news story or so as to be read over the broadcast media.

## APPENDIX D

### Travel Expense Policy

**Travel Expense Policy** – The Mayor, City Administrator, City Attorney, Council Members or employees traveling on behalf of the City of Bellevue (“City”) and performing approved City business will be reimbursed for their travel expenses. Travel expenses shall include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. References in this policy to employees shall also be applicable to the mayor, City Administrator, Assistant City Administrator, City Attorney and the City Council (see section 16).

1. **Pre-Approval of Travel** – Travel to attend conferences or training or to conduct other City business requires the prior authorization of the employee’s supervisor and department head. Attendance by department heads requires the approval of the City Administrator. A “Travel and Training Authorization Form” (on City Intranet) is required to be completed and signed prior to incurring any expenses. Travel and training requests should clearly state (1) the purpose of the trip, (2) the specific need to the employee to travel, and (3) the estimated costs of the travel, including any registration fees.

Individual departments may require additional documentation regarding travel approval and evaluation of travel.

Requests to attend conferences and training during the last six months of an employee’s employment with the City will usually be denied. Local meetings may be approved.

The City will not pay for more than four (4) trips of more than 50 miles outside of the Bellevue city limit per budget year (October 1 to September 30) unless approved in advance by the department head, the Finance Director and the City Administrator, according to section 17 of this policy.

2. **Air Travel** – Air travel shall only be authorized when it is more economical than surface transportation. Reimbursement for commercial air travel will be limited to “coach” fare. First class travel is not allowed. Airfares should be most the economical flight available.

An exception to the most economical flight may be granted if significant time savings is achieved using direct flight versus connecting flights. All exceptions to the most economical airfare must be approved in advance in advance in advance by the department head or City Administrator.

3. **Conferences and Training** – City employees are encouraged to attend conferences and training, within the constraints of departmental budgets, to obtain, maintain or enhance key knowledge and skills related to the employee’s profession.

Payment may be made directly to a vendor or as reimbursement to an employee for expenses incurred on behalf of the City. Original invoices/receipts and documentation showing the date, purpose and agenda of the conference or training must be attached to the employee’s travel expenses report.

The payment of meals and nonalcoholic beverages for City employees attending a conference or training is allowable if the employee is in travel status or the meal is included in the overall conference pricing.

An employee not in travel status will be reimbursed for actual costs incurred for attendance at official functions, conferences or hearings, not included in normal day-to-day operations of his or her department. These costs may include meals.

4. **Lodging** – Employees shall report only actual expenses paid for lodging. Business telephone calls and parking charges incurred at the lodging site may wither be directly billed to the City, paid with a City credit card or claimed on a travel expense report. If claimed on a travel expense report, detailed receipts for lodging are required to be filed with the claim.

Personal lodging expenses incurred such as movies, purchases of personal items, etc. should be deducted from lodging receipts prior to requesting reimbursement.

Lodging will be reimbursed when an employee is “away from home overnight.” The Internal Revenue Service states: “you are away from home overnight if your duties require you to be away from the general area of employment for a period substantially longer than an ordinary day’s work and, during released time while away, it is reasonable for you to need and to get sleep or rest to meet the demands of your employment or business. The absence must be of such duration that you cannot reasonably leave and return to that location before and after each day’s work.”

It is City’s policy that a person generally be more than 50 miles from his or her workplace in order to be eligible for lodging. There may be, under certain circumstances, reasons to pay for lodging for distances less than 50 miles. Such reasons include, but are not limited to work requirements, medical conditions, or weather. In those instances, the reason must be clearly stated as part of the substantiation and documentation of expenses.

5. **Meals** –
- a. **Overnight Travel** – Employees traveling on City business can claim the current Government Services Administration (GSA) daily rate for meals and incidentals applicable to the City’s zip code (68005). The GSA zip code 68005 daily rate for meals and incidentals will apply to travel to all locations. This rate will be posted on the City’s intranet and can also be found at the GSA website at (enter the 68005 zip code to find rate).

For all full travel days, the rate paid will be the GSA rate. For the first and last day of travel, the per diem amount paid will be 75% of the GSA per diem rate (this is consistent with Federal guidelines).

The per diem rate covers all taxes and tips. Employees will not be reimbursed separately for those items.

No reimbursement will be made for alcoholic beverages.

- b. **Same-Day Travel** – Employees with approved same-day travel will be reimbursed for meals and incidentals based upon actual costs incurred.

Employees are required to adequately document and substantiate all meals and incidentals submitted for reimbursement. Undocumented and unsubstantiated costs will not be reimbursed. Receipts are required for all receiptable transactions. Non-receiptable transactions, such as vending machine purchases, must clearly explain the nature and purpose of the purchase and why no receipt was obtained.

6. **Vehicle Costs** – An employee will be reimbursed for use of a personable vehicle while on City business (this does not include commuting miles) at the prevailing standard rate as established by the Internal Revenue Service through its Revenue Procedures.

This rate will be posted on the City's intranet and can also be found at the IRS website at <http://www.irs.gov/> (enter "mileage rates" in the Search box to find the current year Revenue Procedure with the mileage rate).

If more than one City employee is riding in a personal vehicle being used for travel while on City business, only the owner of vehicle will be reimbursed for mileage will not be paid to other occupants.

Vehicle usage must be economical based upon total travel costs (mileage, lodging, meals, employee travel time) when determining whether to travel by vehicle or air. Employees do not have the option to select vehicle travel if the distance of the trip makes vehicle travel less economical when considering all travel costs and lost productive employee time.

Department heads may require employees to utilize City-owned vehicles (as opposed to personal vehicles) if the use of the City-owned vehicle will be more economical. An employee's personal vehicle may be considered for use if a City-owned vehicle is not available, the employee is including personal travel during the trip, or the employee has other valid reasons for using a personal vehicle. The Travel and Training Authorization Form will indicate to the travel approver the vehicle (personal or City) intended to be used for the trip.

Employees will be reimbursed mileage for both overnight and same-day travel. The guidelines for reimbursement of mileage are the same for both.

When renting a vehicle, rental car insurance coverages should be declined. Car rental is covered by the City's insurance.

7. **Long Distance Telephone Calls** – Charges for long distance telephone calls are an allowable City expenditure if:
  - a. They are related to City business or
  - b. The employee is in travel status on City business and the calls are in accordance with an approved City policy.

Employees are encouraged to use the most economical method available for telephone calls.

8. **Reimbursement to One Employee for Two or More Employees' Expenses** – One employee may be reimbursed for actual expenses incurred on behalf of another City employee, such as when two employees eat a meal and one employee pays the bill. The employee to be reimbursed must provide the City with the same detailed information that would have been required of each City employee had they been billed individually. In all cases when one employee is requesting reimbursement for expenses of more than one City employee, detailed receipt policies must be adhered to, employees' names listed and documents cross-referenced, when applicable. If two employees are billed jointly, but each pays half and each requests reimbursement separately, the documents must be cross-referenced, since one employee usually will not have a detailed original receipt.

The highest-level employee should pay the bill if paying on behalf of one or more other employees. Lower level employees are not allowed to pay for expenses incurred by their supervisors or department heads, which would subsequently be approved by the supervisor or department head.

9. **Paying for Travel Expenses** – Several methods are available for payment of travel expenses, as follows:
- a. Direct payment by the City to the business.
  - b. Use of a City assigned credit card for individuals authorized to hold a City credit card.
  - c. Use of the employee's personal credit card (to be reimbursed upon submission of an approved travel expense report).
  - d. Request and receipt of a travel cash advance.

For conferences and training, employees are encouraged to contact the Purchasing department to arrange direct payment by the City.

10. **Cash Advances** – Cash advances may be made to employees to cover the estimated costs of lodging ground transportation, and meals and incidentals. If actual expenses submitted exceed the amount of the advance, the City will reimburse to the employee the difference. If the advance exceeds the actual expenses submitted, the employees should submit a check with his/her travel expense report to reimburse the City for the difference.

Approval of cash advances is required by supervisors and department heads. Cash advances requested by department heads are to be approved by the City Administrator.

11. **Travel Expense Report** – A "Travel Expense Report" (on City Intranet) for the incurred expense must be completed and submitted by the employee to his/her supervisor and department head for approval. Department heads are required to submit travel expense reports to the City Administrator for approval.

Employees must substantiate and document the cost for travel, lodging, meals and other expenses. To be reimbursed, the expense must be a necessary expense, the reason/purpose of the expense clearly stated, and the dates and amounts incurred documented.

Receipts are required for all expenditures that are not covered by per diem rates, regardless of the amount. In rare cases where a receipt is not available (example: vending machine purchase), an explanation of the date, time, amount and items purchased should be provided.

Each receipt must provide the required detail about the expense (date and specific items purchased). Credit card receipts with only total amounts will not be considered adequate documentation. Employees will be required to obtain the necessary detail documentation in order to be reimbursed.

In rare cases when the receipt provided by the merchant for minor expenditures does not detail the purchase, the employee should clearly explain what was purchased and provide a notation with the expense report indicating that no additional receipt detail was available from the merchant.

Failure to have a detailed receipt or provide necessary detail for non-receipted or non-itemized minor purchases shall make the expense a personal expense.

Travel expense reports must be submitted for approval no later than thirty days after the final day on which the expenses were incurred. Failure to submit expenses within the required time frame may result in expenses not being reimbursed.

12. **Personal Expenses** – Employees using personal credit cards for City business must exclude any personal expenses from those submitted for reimbursement. Whenever possible, employees are encouraged to make personal and City business expenditures separately.

Payments made directly by the City or with the City issued credit cards must never include any personal costs. If a personal cost is mistakenly paid for by the City, it must be reimbursed by the employee within three (3) business days. All personal costs paid for by the City and reimbursed by the employee will be reported to the Audit Committee. Use of City issued credit cards for personal expenses will result in disciplinary actions which may include termination.

13. **Employee and Approval Signatures**

- a. **Employee Signatures** – The employee claiming reimbursement of expenses must sign the travel expense report. By signing the travel expense report, the employee asserts that all expenses submitted are appropriate and legitimate expenses incurred in accordance with the City’s Travel Expense Policy. Knowingly falsifying travel expense reports will result in disciplinary actions which may include termination.
- b. **Approval Signatures** – Supervisors, department heads and/or the City Administrator should insure that cost incurred are appropriate and legitimate and in accordance with the City’s Travel Expenses Policy. Expenses that do not meet the policy requirements for reimbursement should be clearly noted and removed from the expense report.

14. **Travel with Family Members** – Family members may wish to attend meetings or conferences with employees who are traveling. Any additional costs incurred related to the attendance of family members are the responsibility of the employee.

15. **Training Attendance Evaluation** – Following the attendance at any conference or training, the employee is required to complete and provide to Personnel a “Travel Attendance Evaluation Form” (on City Intranet). This form documents the quality of the training, the benefits of attendance and whether it is recommended that attendance at similar sessions in the future occur. This is due within 10 days after the completion of the trip.

16. **Applicability of Policy and Approval of Travel Expenses for Non-Employees and the City Administrator** – All provisions of this policy are also applicable to non-employees (i.e. the Mayor, City Attorney and City Council) traveling to conduct approved City business.

Pre-approval of travel, approval of travel expense advances, and approval of travel expense reports for the Mayor, City Attorney, Assistant City Administrator and the City Council is the responsibility of the City Administrator and the Finance Director.

Pre-approval of travel, approval of travel expense advances and approval of travel expense reports for the City Administrator are the responsibility of the Mayor.

17. **Policy Exceptions** – Policy exceptions may be granted with the approval of the department head, the Finance Director and the City Administrator. Policy exceptions for the City Administrator may be granted with the approval of the Mayor. Policy exception requests must clearly state the nature and the reason for the policy exceptions. All policy exceptions will be summarized and reported to the Finance Compliance and Control Manager, who will report the exceptions to the Audit Committee.

## APPENDIX E

### Unclassified Employee Benefit Summary

#### Compensation and benefits for unclassified full-time employees

The following are subject to change at any time with advance notice.

The City's Employee Handbook shall cover any issues not addressed.

The City Administrator's interpretation, and/or negotiated offers, of any of the following shall be final.

#### All Full-Time, Unclassified, Civilian Employees

##### Compensation

**Introductory Period Employees:** Your regular wage will be determined by the accepted offering wage at hiring or promotion. After six months of continuous employment, you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All introductory period employees will receive two 6-month Employee Evaluations; one upon the completion of your 6-month hire/promotion introductory period and one upon completion of one year of service of your hire/promotion date. Employees will then move to the annual review period on their anniversary/promotion date.

**Employees outside of introductory period:** Annually, on your anniversary (or promotion date), you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All wage increases must be accompanied by an Employee Evaluation Form.

Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding 12-month period, shall have any scheduled step increase delayed for six (6) months.

~~If the employee's wage is above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.~~

##### Education Incentives

###### Education Reimbursement

The City may pay 50% of tuition, fees and books associated with the pursuit of a college degree that benefits the City, only if advance written approval by the Department Director and Human Resources Director was obtained prior to enrollment in the class(es). This benefit has a maximum of \$5,250 per calendar year, per employee. In order to be eligible for reimbursement the employee must receive a grade of "B" or better. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

The City will pay for renewal licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first

attempt, subsequent attempts to obtain will not be paid for by the City.

**Education Compensation**

In addition to regular hourly wages, Employees shall receive educational compensation according to the following schedule, for Higher Education completion. Higher Education is defined as education beyond high school, specifically provided by accredited colleges, graduate schools, professional schools, trade schools, and metro or community colleges.

	Monthly Amount
Successful completion of 30 accredited hours	<del>\$5.00</del>
Successful completion of 60 accredited hours	<del>\$10.00</del>
Successful completion of 90 accredited hours	<del>\$15.00</del>
Successful obtainment of an Associate's Degree	\$20.00
Successful obtainment of a Bachelor's Degree	\$25.00

\*Directors of the City will not follow the above schedule, but shall instead receive educational compensation in the amount of \$80.00 per month for a college or university degree or, in the event of partial completion, \$20.00 per thirty (30) credit hours earned.

**Longevity Pay**

Additional compensation shall be granted to Employees based upon the length of full-time employment service with the City. Such additional compensation shall be "Longevity Pay." Payment of Longevity Pay shall commence when the Employee begins the relevant year employment category. The year categories are not cumulative, and therefore, Employees shall only receive the amount of pay designated for each category, and not the total of all preceding categories.

	Monthly Amount
Beginning of 8 <sup>th</sup> year of employment	\$35.00
Beginning of 11 <sup>th</sup> year of employment	\$75.00
Beginning of 14 <sup>th</sup> year of employment	\$110.00
Beginning of 17 <sup>th</sup> year of employment	\$150.00
Beginning of 21 <sup>st</sup> year of employment	\$185.00
Beginning of 25 <sup>th</sup> year of employment	\$255.00

**Insurance**

The employee is entitled to the insurance benefits of the City including medical, dental, life and AD&D. Coverage shall start the first of the month following 30 days of employment.

**Medical**

- Employee Only (Single) Coverage  
City pays 92.5% of the premium, employee share is 7.5%
  
- All other coverage (Emp/child, Emp/Spouse, Family)  
City pays 82% of the premium, employee share is 18%

**Dental**

Employee Only (Single) Coverage  
City pays 100% of the premium

All other coverage (Emp/child, Emp/Spouse, Family)  
Employee is responsible for 100% of the premium

**Life and Accidental Death and Dismemberment**

City provides a term life policy in the amount equal to the Employee's annual salary plus \$7,000 OR \$52,000; whichever is greater up to a maximum of \$100,000

(Sworn employees shall receive a maximum benefit of \$52,000, regardless of salary)

**Long-Term Disability**

City provides 100%, based on salary

**Retirement-Principal**

Employee must contribute 6% of their gross wages and will receive a 6% City match (of such Employee's gross wages) towards the City's 414(h) pension and retirement plan

(Police and Fire Chiefs follow state statute and/or union contract)

**Medical retirement benefit**

Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five (5) continuous years, the City will pay the Group Insurance Plan premium for any Employee who retires as follows:

**SINGLE COVERAGE:** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and a half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

**FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN):** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%) of the chosen coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the chosen coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

**Additional Voluntary Benefits**

The employee is eligible to elect voluntary benefits, premiums of which are paid for 100% by the employee. Coverage, if elected, starts the first of the month following 30 days of employment.

Retirement Savings in a 457 Plan-Principal (deferred or Roth contributions, no City match)

Supplemental Life Insurance

Vision Insurance

Accident/Cancer/Catastrophic-AFLAC

Legal Insurance-Legal Shield

**Sick Leave**

8 hours per month accrues on the first day following the calendar month of employment. Employees hired prior to 10/01/13 shall be grandfathered at their accrual rate of 12 hours per month. Upon termination of employment for other than cause, 50% of the sick leave hour balance, up to 960 hours, will be paid to employee who have at least five (5) years of service with the City.

Beginning 1<sup>st</sup> year of employment                      8 hours per month

**Paid Holidays**

You are eligible for holiday pay beginning the first day of employment:

- |                               |                                       |
|-------------------------------|---------------------------------------|
| New Year's Day                | Veteran's Day                         |
| Martin Luther King's Birthday | Thanksgiving Day                      |
| President's Day               | Day after Thanksgiving                |
| Memorial Day                  | Christmas Day                         |
| Independence Day              | <u>Employee's Birthday Juncteenth</u> |
| Labor Day                     |                                       |

**Vacation**

8 hours per month accrues on the first day following the calendar month of employment. On September 30<sup>th</sup> of each year, Employees whose vacation leave balance equals or exceeds ~~200+60~~ hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below ~~200+60~~ hours. Remaining vacation leave will be paid at employee's termination. Once vacation is accrued, you are entitled to take the leave in accordance with the Handbook procedures. Employees hired prior to 10/01/13 shall be grandfathered at their current accrual rate schedule.

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	<b>Monthly Accrual</b>
Start of 1 <sup>st</sup> year of employment	8 hours
Beginning of 5 <sup>th</sup> year of employment	11.00 hours
Beginning of 10 <sup>th</sup> year of employment	14.33 hours
Beginning of 15 <sup>th</sup> year of employment	16.00 hours
Beginning of 20 <sup>th</sup> year of employment	17.66 hours
Beginning of 25 <sup>th</sup> year of employment	21.00 hours

Employees shall be permitted to request a cash in of ~~vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more. up to forty (40) hours of vacation time one time annually (within their (12) month anniversary date of full-time hire).~~

### Supplementary Benefits

#### Administrative Leave Time (full-time, exempt employees)

Admin Leave time can be earned at a rate of one hour of leave time for every one hour of time worked in excess of 80 hours each pay period, not to exceed 80 total hours in a fiscal year. On September 30<sup>th</sup> of each year, Employees whose administrative comp time leave balance equals or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.

#### Comp Time (full-time, non-exempt employees)

Comp time can be earned, and banked, at a rate of 1.50% of the hours exceeding 40 each week, not to exceed 8060 hours at any time. Once 8060 hours is accrued, worked time over 40 hours in a week will be compensated as overtime pay according to DOL regulations. Amount of Comp time for the pay period must be communicated to the payroll department prior to 8:00 A.M. on the Monday following the pay period. Once Comp time is earned, you are entitled to take the Comp time. Comp time will only be converted to cash at employee's termination.

### Allowances

*Employees whose job classifications require steel toe safety footwear, prescription safety eyewear or a uniform shall be entitled to those items provided to them by the City at no charge. The City shall determine the type and design of each uniform. The issuance and replacement of uniforms, steel toe safety footwear and prescription safety eyewear shall be based upon the quartermaster system. Any employee requesting a new uniform, steel toe safety footwear or prescription safety eyewear shall provide the quartermaster (department secretary or designee) the unserviceable items or uniform. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock.*

*Boots: Employees whose job classifications require steel toe safety footwear or work in inclement conditions; (i.e. cold, wet, or muddy) shall be entitled to a two hundred dollar (\$200.00) annual footwear allowance. The allowance shall be made available beginning the first week in November and ending last week of October of the following year. The footwear allowance shall be applied toward the purchase of job-related footwear to include but not limited to: steel toe boots, steel toe*

shoes, insulated winter boots or the repair thereof. The footwear allowance shall be disbursed by a City purchase order or reimbursement of private purchase.——

*Uniforms:* The City shall provide up to three hundred fifty dollars (\$350.00) toward the rental of uniforms from the City approved vendor for those jobs required by job classifications which the City Administrator or his designee determines shall wear City identified uniforms. The City shall provide up to three hundred dollars (\$300.00) annually towards the purchase of uniforms/clothing from the City approved vendor. The City shall determine the type and design of each uniform which may be altered as to the weather conditions. Receipts shall be required to account for either the purchase or rental of a uniform. Clothing purchased shall be limited to: hats, pants, shirts and coats/jackets. All clothing must be a solid color (camouflage or patterns are prohibited) and must be embroidered with "City of Bellevue" identifying information. Add a clause that employees are only eligible when they are off of probation.

*Eyewear:* When an employee is required to wear prescription eyewear to perform his/her duties and may be required to wear ANSI approved eyewear for reasons of safety, effectiveness or efficiency in the performance of those duties; the City shall cover a maximum amount not to exceed one hundred twenty five dollars (\$125.00) for the prescription safety eyewear. Eyewear shall be allowed to be replaced annually or when damaged/broken in the performance of the individual's duties or when a change in the individual's vision requires a change in their prescription.

## RECEIPT

I have received and read a copy of the City of Bellevue Employee Handbook (Revised February 2020), which I acknowledge supersedes all previous employee handbooks, manuals, and policies. I understand all of the rules and policies contained in this Employee Handbook and agree to abide by them. I understand that failure to abide by the rules, policies, terms and conditions of my employment may result in disciplinary action, up to and including termination.

Further, I acknowledge that these policies were effective when adopted by City Council (Council) and will supersede any and all employee rules, policies, regulations, or procedures that had been previously adopted by the Council.

I understand that the Employee Handbook is intended to provide employees with an understanding of the City's current employee policies and procedures and that those policies and procedures are subject to change, modification or elimination by the City at any time. I also understand and agree that nothing in this Employee Handbook constitutes an express or implied contract of employment between the City of Bellevue and any employee.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Printed Name

\_\_\_\_\_  
Date



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>	

SUBJECT:

Final Development of American Heroes Park Mater Plan

SYNOPSIS/BACKGROUND:

The master plan for American Heroes Park is in need of completion to provide for the ability of the City of Bellevue to iniate funding requests from outside sources. The contract with HDR will finalize the designs of the remaining amenities as well as necessary infrastructure for restrooms, parking and wastewater system.

FISCAL IMPACT: \$72,550 BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Contract for Services

CONTRACT EFFECTIVE DATE: 09/27/2021 CONTRACT TERM: 5 months CONTRACT END DATE: 02/15/2022

PROJECT NAME: American Heroes Park Master Plan Final

START DATE: 09/27/2021 END DATE: 02/15/2022 PAYMENT DATE: 02/15/2022 INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER: 10-11-6033

RECOMMENDATION:

It is recommended that the City of Bellevue enter into this agreement with HDR to finalize the Master Plan for American Heroes Park.

ATTACHMENTS:

1. HDR Proposal
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Robins*  
*[Signature]*

**AMERICAN HEROES PARK**  
MASTER PLAN UPDATE PROPOSAL



**PARK MASTER PLAN UPDATE**

*August 24, 2021*





August 24, 2021

Doug Clark | City of Bellevue  
City of Bellevue Public Works  
1500 Wall Street | Bellevue, NE 68005 |  
P 402.293.3030  
doug.clark@bellevue.net

Re: American Heroes Park Master Plan Priority Area Update

Dear Doug Clark,

HDR has been a longstanding leader in integrating natural resources, economic vitality, and the built environment. The proposed team brings exceptional experience to the table (or trail) and a collective passion for new ways of building community and supporting meaningful lives. We couldn't be more excited about an opportunity to collaborate to plan for the future of American Heroes Park.

We strive to integrate thoughtful park and open-space planning throughout communities, leading to many social, economic, and environmental benefits. This master plan process integrates all our core principles, and we believe you'll find that our experience and philosophy align with your priorities.

**Unparalleled Experience:** Our team is among the national leaders in park and open-space planning that embraces ecological principles, public health, and economic vitality. Our team's work has led to breakthroughs in weaving park space into daily life experiences, creating treasured spaces integral to the Bellevue community and beyond.

We're particularly invested in Bellevue's park, recreation, watershed, and habitat features. Our design team has experience with the local area's ecology, trails network, park preservation, and adjacent development opportunities through past engagements.

We will work with you to help define a vision of the future. Our proven techniques will guide the approach, including, group discussion, concept development, open design sessions, and a multi-dimensional approach.

**Implementation:** Our team includes some of the top practitioners from the Midwest. Many of our landscape architects, planners, facilitators, strategists, and designers have been on your side of the table. We know the challenges of working through the complexities of government entities, including policy design, funding mechanisms, and building consensus. Our public and private sector experience will help generate practical plans to acquire the resources needed for start-up, capital improvements, and operations and maintenance over time. In other words, our plans find the balance between vision and pragmatism.

**Time Commitment Conscious:** While this is an exciting project, we know that it is not your only initiative. We will respect your time and processes, collaborating in ways that work best for you. Our commitment is to develop methods that recognize your obligations and achieve results that advance this critical work of integrating nature and active living into our lives – and yes, having fun while we do it. We plan to celebrate the milestones along the way, together.

This work has the potential to result in a life-long source of pride and meaning, and we will give it our all to live up to that promise.

Thank you for your consideration. We would be honored to work with you on this important effort.



Doug Bisson, ACIP, ENV SP  
Vice President / Urban Planning & Design Principal



Jen Cross, PLA, ASLA  
Site Design Leader

# AMERICAN HEROES PARK MASTER PLAN UPDATE

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## LOCATION:

American Heroes park is located north of East Mission Ave. and north of Halleck Park in Bellevue NE. The park is approximately 65 acres.

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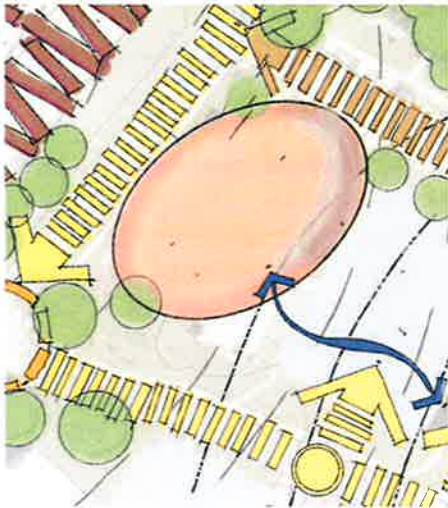
## OWNER:

City of Bellevue | Public Works Department  
1500 Wall Street | Bellevue, NE 68005 |  
P402.293.3030  
doug.clark@bellevue.net

## DESCRIPTION

American Heroes Park is a destination park located east of Old Towne in Bellevue, NE. The park has had a series of improvements and implementation phases to implement the proposed master plan of the park. This phase of the park will further develop the master plan for the riverfront overlook tower and plaza, Veterans Memorial Plazas and Gardens, park shelters and restroom buildings, splash pad, active play, three season pavilion, additional lake amenities, and overall site landscape plan.

*Our approach for the project will focus on the following process. The approach assumes that the City will establish a Core Team to guide the process. We will rely on the City to select not only staff, but leaders from community groups, NPOs, Parks and Recreation Advisory Board, etc.*



## PROJECT KICK-OFF

Work-session #1

With the notice to proceed the HDR team will conduct a project kickoff meeting to hear from the City staff to clarify their expectations, review design criteria, obtain background information, and scope of work.

- The City will identify the key staff / stakeholder groups at the start of the project to establish a Core Team.
- In addition we will establish the calendar of meetings and milestones for the project.

## STEP 1. DISCOVERY: INVENTORY AND ANALYSIS

**Task 1.1** Collect and review topographic survey, as built drawings, existing geotechnical report, existing park master plan and any additional documentation pertinent to the project site and associated areas required to design the project improvements. Additional land surveying services to be executed between City and land surveyor if required.

**Task 1.2** Complete an on-site assessment of existing site conditions. Particular attention will be paid to existing infrastructure and adjacencies, stormwater management practices, opportunities for infiltration and groundwater recharge, plant communities, invasive species, wetlands, erosion features, sensitive natural resources, opportunities for natural history interpretation of wildlife enhancements, and the integrity of the drainage course that traverses the site.



**Task 1.3** Utilizing the Park Master Plan as a basis of design, evaluate key priority areas for creating conceptual design for future implementation. Develop existing conditions mapping of the project site and analysis diagrams of development opportunities and challenges.

Priority areas include:

- a. Riverfront overlook tower and plaza area
- b. Veterans memorial gardens
- c. Large shelter and restroom building
- d. Splash pad, active play, and restroom building
- e. Open air shelters
- f. Park landscape plan
- g. Three season pavilion
- h. Additional lake amenities (fishing jetty, etc.)
- i. Site Utility Connections (storm/sewer)
- j. Environmental considerations

**Task 1.4** Complete a technical analysis of collected data in order to better understand the site as well as the site's regional context and watershed. This preliminary analysis is essential to understanding existing conditions, identifying opportunities and constraints, and informing subsequent goal-setting and prioritization of the future environmental and programmatic elements of the park. Validate the program developed as part of the master plan refinement phase of work with the established construction budget and begin to prioritize improvements as needed to align with available financial resources ( i.e. project phasing).

**Task 1.5** Work-session #2 Key Program & Priority Areas:

A. Facilitate this meeting with City Staff. The intent of this workshop is to review the existing conditions mapping and technical analysis, establish benchmarks and measurable goals and objectives for the project, begin discussing possible program elements to be included in priority areas of the park, and establish the core team for review and approvals. The Core Team will identify benchmarks, goals, and measurable objectives for the project that will inform the development of program priorities and Master Plan design.



B. Objectives of this meeting are:

Work-session #2 Objectives:

- i. Review schedule and communication procedures for the project.
- ii. Confirm key program areas for phased implementation.
- iii. Review site survey, as built drawings, and proposed construction documents.
- iv. Discuss other project-related parameters and/or requirements.
- v. Receive feedback and direction from City Staff.

## TASK 2 - STEP 2. INPUT & DEVELOPMENT

**Task 2.1** Develop a draft of program priorities for future improvements and development of American Heroes Park based on the City's benchmarks, goals, and objectives for the project and information received during the Worksession #2. These priorities will address issues such as site access, recreation amenities, trail linkages, stormwater management systems and rainwater reuse opportunities, ecological restoration, wildlife habitat restoration, building and facility programs and other appropriate design aspects of the park.

**Task 2.2** Develop preliminary concept plan alternatives incorporating potential program elements established during the previous input step of the process. Graphics at this step in the process will communicate the overall design direction, convey ideas and illustrate program elements and functions to create a destination park experience. Graphics to include conceptual drawings for the key priority project improvement areas.

**Task 2.3** Coordinate with Building Cost Consultants to develop preliminary estimated construction costs for the Master Plan priority concept alternatives and identify a potential phased implementation plan.



Work-session #3 - with Core Team

The intent of this workshop is to review the preliminary concept plan alternatives, preliminary construction costs and possible phasing alternatives, as well as receive feedback from the core team.

Objectives of this meeting are:

- i. Present initial conceptual design for priority areas.
- ii. Receive feedback and authorization from the Advisory Committee and City Staff to proceed with design refinements.

### Task 2.4 Permitting Exploration

The design team will work with known entities to understand permitting required for program priority areas. The design team will outline required steps needed for construction and implementation. (Permit application and submissions are beyond the scope of this proposal)

**Task 2.5** Update preliminary concept plan based on work-session #3 and modify plans based on preliminary opinion of cost provided by Building Cost Consultants, Inc. Prioritize improvements as needed to align with available financial resources. (project phasing)

### Task 2.6 Work-session #4:

- A. Facilitate this meeting with the Core Team.
- B. Objectives of this meeting are:
  - i. Present refined conceptual design for priority areas.
  - ii. Present updated opinion of probable costs for priority areas including potential phasing plan.
  - iii. Identify key locations for conceptual rendering for park elements (two views)

## TASK 3. MASTER PLAN DEVELOPMENT, SUBMITTAL & APPROVALS

**Task 3.1** Finalize Master Plan graphics, estimated construction costs, phasing strategy, project narratives and develop a draft of the Master Plan Summary Report and provide to the City for review



**Task 4.2** City reviews the draft Master Plan Summary Report and provides feedback to the consultant team.

**Task 3.1** Meeting #5

The intent of this presentation is to provide the Core Team & Parks & Recreation Advisory Board with an update of the Master Plan Revision process and review the Master Plan concept, estimated construction costs and phasing strategy prior to the project proceeding with Site Plan Submittal.

**Task 3.2** Meeting #6 City Council Presentation

The intent of this presentation is to provide the City Council with an update of the Master Plan Revision process and review the Master Plan concept, estimated construction costs and phasing strategy prior to the project proceeding with Site Plan Submittal.

**Task 3.4** Meeting #7

Core Team approves the final program, concept plan, estimated construction costs and phasing strategy and directs the consultant team to proceed with Master Plan development for submittal, review and approval by the Parks and Recreation Advisory Board, Planning & Zoning Commission and City Council if necessary.

**Task 3.5** Finalize the Master Plan Summary Report, appropriately incorporating feedback provided by the City.

**Task 3.6** Final project deliverables for the American Heroes Park Master Plan Revision project provided to the City.

**Final deliverables for this project include the following items:**

- a. Portable Document file of the American Heroes park Park Master Plan Update; including plan priority areas, two perspective renderings, potential permitting requirements, phasing & implementation diagrams, opinion of probable cost and executive summary.
- b. One (1) large format hard copy of the Master Plan graphics (Site Plan & two Perspectives) mounted on rigid gator board.
- c. Schematic level plan enlargements priority areas.

Should the project expand, fees and scope will be adjusted accordingly.

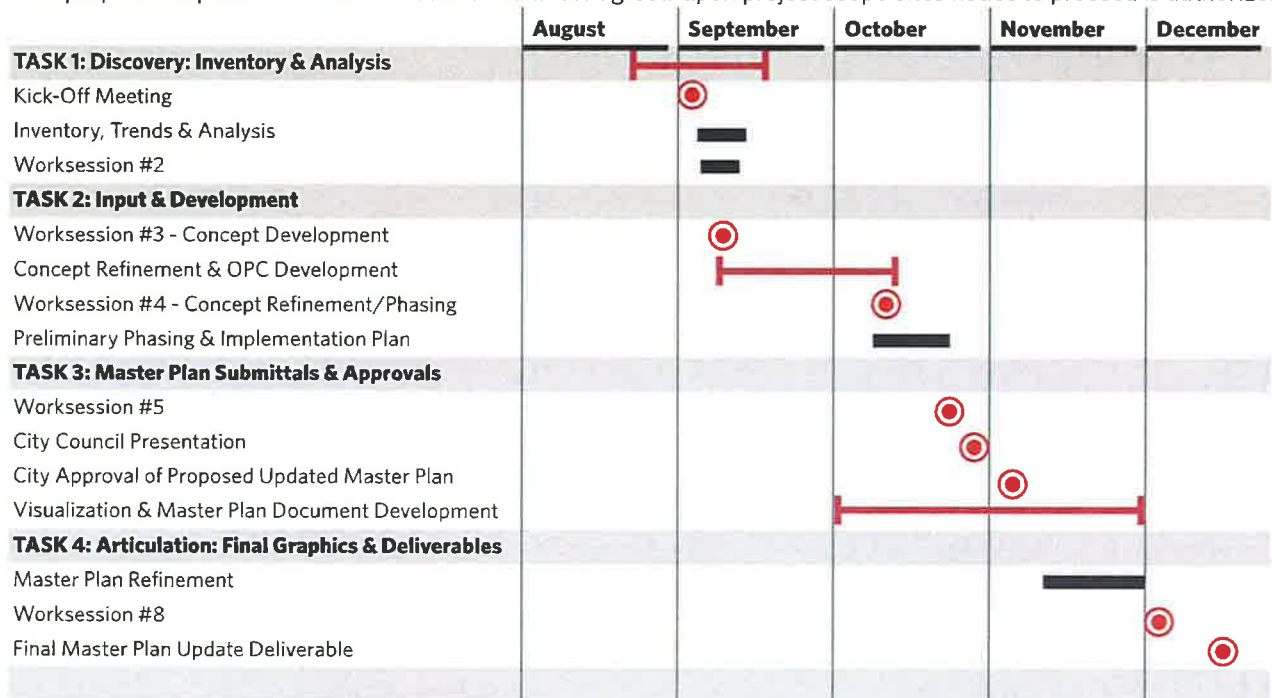


### OWNER/ ARCHITECT PROVIDED INFORMATION

It is expected that the Owner/ Architect will provide a topographical survey / as-built drawings / geotechnical report to the Landscape Architect and Civil Engineer and that this report will include a soils engineer's recommendations on pavement design including pavement thickness and subgrade preparation.

## PROJECT SCHEDULE

HDR proposes to provide the above services within the agreed-upon project scope once notice to proceed is authorized.



## FEE FOR SERVICES

HDR proposes to provide the following services for a phased fixed fee as follows:

### DESIGN, DEVELOPMENT, AND DOCUMENTATION FEES

<b>TASK 1:</b> Discovery: Inventory & Analysis	\$16,800
<b>TASK 2:</b> Input, Development & OPC Analysis	\$41,200
<b>TASK 3:</b> Master Plan Development, Submittals, Approvals & Final Deliverables	\$14,550
<b>Total Fee</b>	<b>\$72,550</b>

### ADDITIONAL SERVICES AS NEEDED

Additional 3d Visualization	\$3,000 - \$4,500
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Reimbursable items are added to the proposed fee. Reimburseables are in addition to the proposed fee and will be billed at cost with a 10% administrative fee. These may include travel, printing, postage, and deliveries. Should the project expand, we will adjust the price and scope accordingly.

## SCOPE EXCLUSIONS

Excluded from this scope of services is the following:

1. LEED Documentation Services
2. Permitting & Permit Fees
3. Full Drainage Report
4. Topographical Survey and Geotechnical Services
5. Geotechnical Testing
6. Retaining Wall Structural Design Provisions. Should retaining walls be needed, the A/E will show the proposed location and pertinent elevations on their drawings. The A/E will provide details to the structural engineer to include on the structural engineer's drawing sheet. The structural engineer will show all reinforcements of the retaining walls on their sheets.
7. Mechanical, Electrical/Lighting, and Structural Engineering are not included in this proposed scope
8. Design Development to Construction Documentation Services
9. Construction Administration Services
10. A full drainage report is not included in this submittal



## CONNECTING PEOPLE TO NATURE

We work with communities and developments of all sizes to create successful places that span the recreational opportunity spectrum.

08



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Chesterfield Central Park, Missouri (01, 02, 06 )  
 Council Bluffs Mid-City Park Master Plan, Iowa (03, 08)  
 Beeler Park, Colorado (04)  
 Easton, Pennsylvania, and Phillipsburg, New Jersey Trail (05)

Nebraska Game and Parks Commission, Venture Parks, Nebraska (07, 10, 13)  
 Isle Royale National Park, Windigo Developed Area, Michigan (09)  
 City of McMinnville, Alpine Avenue Reconstruction, Oregon (11)  
 Historic Fourth Ward Park, Georgia (12)



1917 South 67th Street  
Omaha, NE 68106  
402.399.1000

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We practice increased use of sustainable materials and reduction of material use.

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*HDR follows all COVID-19 guidelines for safe interaction, including social distancing and personal protective equipment. Images that do not follow current recommendations were taken prior to the pandemic.*



**SHORT FORM AGREEMENT BETWEEN CLIENT AND ARCHITECT  
FOR PROFESSIONAL SERVICES**

**THIS SHORT FORM AGREEMENT BETWEEN CLIENT AND ARCHITECT FOR PROFESSIONAL SERVICES** ("Agreement") is made as of this \_\_\_\_ day of September, 2021, between City of Bellevue ("Client") and HDR Architecture, Inc. ("Architect") for services in connection with the project known as American Heroes Park Master Plan Update ("Project");

**WHEREAS**, Client desires to engage Architect to provide professional architecture, consulting and related services ("Services") in connection with the Project; and

**WHEREAS**, Architect desires to render the Services as described in Section I (Scope of Services).

**NOW, THEREFORE**, Client and Architect, in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

Architect will provide the Services as fully described in the scope of services attached hereto as Exhibit A, incorporated herein by this reference, for the Project.

**SECTION II. COMPENSATION**

Client") shall pay Architect for all Services performed by Architect in accordance with the compensation schedule attached hereto as Exhibit B, incorporated herein by this reference.

**SECTION III. TERMS AND CONDITIONS OF ARCHITECTURAL SERVICES**

The Architect's "Terms and Conditions for Professional Services," which are attached hereto in Exhibit C, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION IV. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, Architect shall perform the Services within the time period(s), if any, set forth in Exhibit A.

Upon receipt of written authorization to proceed, Architect shall perform the Services. Unless otherwise stated in this Agreement, the rates of compensation for Architect's Services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If any specified dates for the completion of Architect's Services are exceeded through no fault of the Architect, the time for performance of those Services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of Architect's compensation shall be equitably adjusted.

**SECTION V. NOTICES**

Notices provided in connection with the Agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested, as follows:



If to Client:                   The City of Bellevue  
City of Bellevue Public Works  
1500 Wall Street  
Bellevue, NE 68005  
Attention: Doug Clark

If to Architect:               HDR Architecture, Inc.  
1917 South 67<sup>th</sup> Street  
Omaha, NE 68106  
Attention: Todd Tierney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Bellevue  
"Client"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

HDR Architecture, Inc.  
"Architect"

BY: Todd A. Tierney

NAME: Todd A. Tierney

TITLE: Senior Vice President



**EXHIBIT A**

**SCOPE OF SERVICES**

See attached proposal



**EXHIBIT B**

**COMPENSATION SCHEDULE**

See attached proposal



## EXHIBIT C

### TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

#### **1. STANDARD OF PERFORMANCE**

The standard of care for all professional architectural, consulting and related services performed or furnished by Architect and its employees under this Agreement will be the care and skill ordinarily used by members of Architect's profession practicing under the same or similar circumstances at the same time and in the same locality. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services.

#### **2. INSURANCE/INDEMNITY**

Architect agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Architect is legally liable. Upon request, Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Client. Architect agrees to indemnify Client for third party personal injury and property damage claims to the extent caused by Architect's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

#### **3. OPINIONS OF PROBABLE COST (COST ESTIMATES)**

Any opinions of probable project cost or probable construction cost provided by Architect are made on the basis of information available to Architect and on the basis of Architect's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Architect does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Architect prepares.

#### **4. CONSTRUCTION PROCEDURES**

Architect's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Architect shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences,



procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Architect shall not be responsible for the acts or omissions of the contractor or other parties on the Project. Architect shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of Architect beyond those set forth in this Agreement. Client agrees to include Architect as an indemnified party in Client's construction contracts for the work, which shall protect Architect to the same degree as Client. Further, Client agrees that Architect shall be listed as an additional insured under the construction contractor's liability insurance policies.

#### **5. CONTROLLING LAW**

This Agreement is to be governed by the law of the state where Architect's services are performed.

#### **6. SERVICES AND INFORMATION**

Client will provide all criteria and information pertaining to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Client will also provide copies of any standard details, standard specifications, or standard bidding documents which are to be incorporated into the Project. Client will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by Architect. Client agrees to bear full responsibility for the technical accuracy and content of Client-furnished documents and services.

In performing professional architectural and related services hereunder, it is understood by Client that Architect is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the Client's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the Client's legal and financial interests. To that end, the Client agrees that Client or the Client's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by Architect, and will obtain the advice of an attorney, insurance counselor or other consultant as the Client deems necessary to protect the Client's interests before Client takes action or forebears to take action based upon or relying upon the services provided by Architect.

#### **7. SUCCESSORS AND ASSIGNS**

Client and Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Client nor Architect will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

#### **8. RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Architect pursuant to this Agreement, are instruments of service with respect to the Project. Architect retains ownership of all such documents. Client may retain copies of the documents for its information and reference in connection with the Project; however, none of the documents are intended or represented to be suitable for reuse by Client



or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Architect for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Architect, and Client will defend, indemnify and hold harmless Architect from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle Architect to further compensation at rates to be agreed upon by Client and Architect.

#### **9. TERMINATION OF AGREEMENT**

Client or Architect may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party and fails to cure its default within such seven (7) day notice period. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs Architect incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### **10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### **11. INVOICES**

Architect will submit monthly invoices for services rendered and Client will make prompt (in no event longer than thirty (30) days) payments in response to Architect's invoices.

Architect will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Client's auditors upon request.

Client shall not withhold amounts from Architect's compensation to impose a penalty or liquidated damages on Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Client recognizes that late payment of invoices results in extra expenses for Architect. Architect retains the right to assess Client interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of Architect's invoices are not paid when due, Architect also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### **12. CHANGES**



The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by Architect are estimates to perform the services required to complete the Project as Architect understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Architect will inform Client of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

### **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

### **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, Architect agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

### **15. HAZARDOUS MATERIALS**

Client represents to Architect that, to the best of its knowledge, no hazardous materials are present at the Project site. However, in the event hazardous materials are known to be present, Client represents that to the best of its knowledge it has disclosed to Architect the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that Architect's scope of services do not include services related in any way to hazardous materials. In the event Architect or any other party encounters undisclosed hazardous materials, Architect shall have the obligation to notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and Architect may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of services on that portion of the Project affected by hazardous materials until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the Project site is in full compliance with all applicable laws and regulations. Client acknowledges that Architect is performing professional services for Client and that Architect is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Project site in connection with Architect's services under this Agreement. If Architect's services hereunder cannot be performed because of the existence of hazardous materials, Architect shall be entitled to terminate this Agreement for cause on



30 days written notice. To the fullest extent permitted by law, Client shall indemnify and hold harmless Architect, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between Architect and Client, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### **17. LIMITATION OF LIABILITY**

Client and Architect have evaluated the risks and rewards associated with the Project, including Architect's fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of Architect (and its related corporations, subconsultants and employees) to Client is limited to Architect's fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Architect's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. Neither party to this Agreement shall be liable to the other party for any special, incidental, indirect, or consequential damages.

#### **18. LITIGATION SUPPORT**

In the event Architect is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Architect is not a party, Client shall reimburse Architect for reasonable costs in responding and compensate Architect at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### **19. OPERATIONAL TECHNOLOGY SYSTEMS**

Client agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by Architect are dependent upon Client's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Client shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally,



Client recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by Architect are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Architect does not guarantee that Client's OT Systems are or will be impenetrable and Client agrees to waive any claims against Architect resulting from any such incidents that relate to or affect Client's OT Systems.

**20. FORCE MAJEURE**

Architect shall not be responsible for delays caused by factors beyond Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Architect's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond Architect's reasonable control occur, the Client agrees that Architect shall not be responsible for damages, nor shall Architect be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to Architect's schedule and/or compensation if impacted by the force majeure event or condition.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Public Works		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>		

SUBJECT:

Comprehensive Parks Study

SYNOPSIS/BACKGROUND:

The City of Bellevue current maintains and operates 55 parks with over 700 acres of ground. These parks are distributed throughout the 16 square miles which comprises Bellevue's boundary. With the cost of parks amenities and creating parks that are ADA accessible costs exceeding the City's ability to maintain and improve the current parks inventory. The City of Bellevue has increased in population by more than 50% since the last parks study was completed in 2007 leaving a significant portion of the population with no voice in what the Bellevue parks system should offer. This study will bring Bellevue's parks system up to date and address the needs of growing city.

FISCAL IMPACT: \$333,100 BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Contract for Services

CONTRACT EFFECTIVE DATE: 09/22/2021 CONTRACT TERM: 18 CONTRACT END DATE: 12/15/2022

PROJECT NAME: City of Bellevue Parks Study

START DATE: 09/22/2021 END DATE: 12/15/2022 PAYMENT DATE: 12/15/2022 INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-11-6033

RECOMMENDATION:

It is recommended that the City of Bellevue enter into this contract with the engineering firm of Lamp Rynearson to review all parks and aquatic facilities.

ATTACHMENTS:

1. Professional Services Agreement
2. Exhibit A Engineers Services
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*  
*[Signature]*

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

Prepared by



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## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between **City of Bellevue** (Owner) and **Lamp Rynearson, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **City of Bellevue Master Plan** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **described in Exhibit A**.

Owner and Engineer further agree as follows:

### **ARTICLE 1—SERVICES OF ENGINEER**

#### **1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

### **ARTICLE 2—OWNER'S RESPONSIBILITIES**

#### **2.01 Project Information**

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
  1. design objectives and constraints;
  2. space, capacity, and performance requirements;
  3. flexibility and expandability needs;
  4. design and construction standards;
  5. budgetary limitations; and
  6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Surveys, topographic mapping, and utility documentation.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
  - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
  - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
  - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
  - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

## 2.02 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
  1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
  3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

- B. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- C. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
  - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
  - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

### 2.03 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, studies, and graphics.
- I. Owner shall:
  - 1. Primarily communicate with Engineer's Subconsultants through the Engineer.

- a. Promptly inform Engineer of the substance of any communications between Owner and Engineer’s Subconsultants.
  - b. Refrain from directing the services of Engineer’s Subconsultants.
2. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

2.04 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer’s compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service	Amount	Basis of Compensation
1. Basic Services (Article 1 of Exhibit J)	\$333,100	Lump Sum
4. Additional Services (Article 2 of Exhibit J)		Hourly

- 1. Lump sum amounts incorporate Engineer’s labor, overhead, profit, and Engineer’s and Subconsultants’ charges.

**ARTICLE 3—SCHEDULE FOR RENDERING SERVICES**

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

**ARTICLE 4—INVOICES AND PAYMENTS**

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if

any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

#### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due to Engineer within 60 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the thirtieth day after date of Engineer's invoice, and
  - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

### ARTICLE 5—OPINIONS OF COST

#### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

#### 5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6—GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subconsultants:** Engineer may retain such Engineer's Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date to Owner-provided written policies or procedures.

### 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
  - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
  - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
  - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.. Engineer shall indemnify and hold harmless Owner from all claims, damages, losses, and expenses, including attorney's fees, arising out of any third-party claims of infringement or violation of intellectual property rights which result from Engineer's inclusion in the drawings, specifications, or other documents of new, innovative, or non-standard technologies.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

#### 6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
  2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
  2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
  4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project, as per the requirements of paragraphs 6.03, 6.04 and 6.05 of the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC) C-700, 2018 Edition, with revisions by the Engineer and the Supplementary Conditions prepared by the Engineer. Owner shall require Contractor to cause Engineer and its Subconsultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to

any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
  - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants. Owner and Engineer waive all rights against each other, Contractor, and Subconsultants, and the respective officers, directors, members, partners, employees, agents and consultants of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- G. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- H. At any time, Owner may request that Engineer, or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 Suspension and Termination

##### A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

- a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
  - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement. Persistent circumstances could include such items as, but not limited to, failure to provide project input or purposely misdirect consultant team, withhold pertinent information needed for project execution, or threatening actions directed towards the consultant team. If persistent circumstances are present, Lamp Rynearson will direct these concerns to the Public Works Director for resolution prior to suspension and/or termination of contract.
- B. Termination for Cause
- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  - 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
    - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
    - b. if Engineer's services for the Project are delayed or suspended by the Owner for more than 90 days for reasons beyond Engineer's control; or
    - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
  - 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the

status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

- E. **Payments Upon Termination:** In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
  - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

#### 6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

## 6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
  2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator approved by both Engineer and Owner and experienced in resolving disputes arising from the performance of engineering services. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days. The parties agree that the costs of mediation shall be split equally between Owner and Engineer.
  3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then the parties may exercise their rights at law.

## 6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

## 6.09 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants to the extent, if any, required in Exhibit I, "Limitations of Liability."
- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
  2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

#### 6.10 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.11 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

- E. **Accrual of Claims:** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

## **ARTICLE 7—DEFINITIONS**

### **7.01 Defined Terms**

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. **Additional Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
  2. **Agreement**—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  4. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
  5. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
  6. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
  7. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  8. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

9. Engineer—The individual or entity named as such in this Agreement.
10. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
11. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
12. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
13. 33. Site—Lands or areas to be indicated within the City of Bellevue where design is to be performed, including rights-of-way and easements, and such other lands.
14. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
15. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
16. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
- 17.

## **ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits to Agreement**

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables Schedule.

- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Not Used
- E. Exhibit E, Not Used
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, ~~Dispute Resolution.~~ Not Used
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Additional Services and Reimbursable Expenses.
- K. Exhibit K, Itemized Task and Fee
- L. Exhibit L, City of Bellevue Request for Qualifications
- M. Exhibit M, Lamp Rynearson Request for Qualifications Response

#### 8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a written instrument agreed to and duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

#### 8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

#### 8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
  - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
  - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **July 27, 2021**.

Owner:

**City of Bellevue**

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

City of Bellevue Public Works Department

1510 Wall Street

Bellevue, Nebraska 68005

Designated Representative:

Name: **Doug Clark**

(typed or printed)

Title: **Public Works Director**

(typed or printed)

Address:

City of Bellevue Public Works Department

1510 Wall Street

Bellevue, Nebraska 68005

Phone:

Email: **Doug.Clark@Bellevue.net**

Engineer:

**Lamp Rynearson, Inc.**

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

**Terry Atkins, P.E., LEED AP**

(typed or printed)

Title:

**Chief Operating Officer**

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Lamp Rynearson, Inc.

14710 W Dodge Rd, Ste 100

Omaha, Nebraska 68154

Designated Representative:

Name: **Regan Pence**

(typed or printed)

Title: **Landscape Architecture Lead**

(typed or printed)

Address:

Lamp Rynearson, Inc.

14710 W Dodge Rd, Ste 100

Omaha, Nebraska 68154

Phone: **402-496-2498**

Email: **Regan.Pence@LampRynearson.com**

## **EXHIBIT A—ENGINEER’S SERVICES**

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Engineer shall provide Basic and Additional Services as set forth below and in accordance with the schedule included at the end of this Exhibit A.

### **BASIC SERVICES**

#### **A. Data Collection, Interviews, and Messaging**

1. Define project goals and set project direction.
  - a. Bi-weekly meetings with either City staff, Committee members and/or key Stakeholders.
  - b. Review facility plans, comprehensive plans, and City programs.
  - c. Research neighborhoods located within Bellevue services areas.
  - d. Research demographics per 2010 census data.
  - e. Research agreements, budgets, organization charts, and current cost recovery philosophy.
  - f. Review current maintenance practices, budgets, and standards.
  - g. Identify preliminary challenges and opportunities.
  - h. Identify and develop partnerships with key community stakeholders.
  - i. Review current usage and provide population analysis.
  - j. Establish messaging framework for identified audiences and develop metrics for success.
  - k. Write and present community agenda plan and provide ongoing support.

#### Data Collection, Interviews, and Messaging Assumptions

1. Information request will be coordinated through one City representative and provided within ten (10) days of initial request.
2. City shall provide copies of all previous planning, data, and maps for research and review.
3. All project files will be collected and stored within Microsoft OneDrive.

#### **B. Inventory, Site Evaluations, and Community Themes**

1. Complete inventories and evaluations needed for analysis.
  - a. Bi-weekly meetings with either City staff, Committee members and/or key Stakeholders.
  - b. Prepare detailed market assessment to include such items as distance to parks, median ages, income, and participation statistics.
  - c. Develop applications and surveys for facility inventory.
  - d. Inventory park and aquatics facilities utilizing GIS technology and site visits.
  - e. Provide popular program trends and participation statistics.
  - f. Establish marketing and community outreach themes for identified audiences.
  - g. Conduct drone flights for two (2) Bellevue community parks for marketing and community outreach.

- h. Provide high level summary evaluation of inventory.

#### Site Evaluation Assumptions

1. Scope assumes inventory of fifty-five (55) combined facilities. Inventory includes infrastructure associate with the fifty-five facilities such as parking lots and storm sewer. ADA Compliance will also be inventoried in addition to major sidewalk and trail connections. Assessments of future park and aquatic facility locations will be evaluated during future phases of the master plan process. This scope is intended to address the original scope identified in the RFQ attached with this agreement as Exhibit L.
2. Facility audit sheets will be provided during park development and redevelopment phase.
3. City will provide available baseline usage data from facilities, programs, and partnerships.

#### **C. Community Agenda**

1. Provide 12 months subscription and utilize survey tools for PublicInput.com.
  - a. Provide custom graphics for use on PublicInput.com.
2. Attend four (4) City Planning Commission and/or Council Meetings to present findings and provide support to City Staff.
3. Facilitate workshops and focus groups.
  - a. Bi-weekly meetings with either City staff, Committee members and/or key Stakeholders.
  - b. Develop workshop goals, strategy, and schedule.
  - c. Prepare and meet with four (4) focus groups.
  - d. Prepare workshop materials.
  - e. Establish a recognizable campaign theme to encourage support of outreach.
  - f. Complete four (4) neighborhood planning workshops for Bellevue's four quadrants.
    - a. Perform ideal park exercise during workshops.
    - b. Perform recreational values exercise during workshops.
    - c. Provide additional input strategies as needed or identified for successful workshops.
  - g. Prepare meeting notes and action items for distribution and records.

#### Community Agenda Assumptions

1. City of Bellevue will provide approval or feedback from City within two (2) days if community questions arise during workshops or through online feedback.
2. City will assist in coordinating logistics for workshop locations and reservations.
3. City staff will be present during community workshops.
4. City of Bellevue will produce notice of community events associated with Plan no less than fourteen (14) days in advance.
5. City will distribute promotional materials to City maintained electronic mailing list and bases regarding community outreach events. We anticipate the need for one city-wide mailing via USPS and our intentions are to utilize primarily a website and digital media. Also reference Section F assumptions.

6. Workshops will be conducted in person and will follow State and County guidelines in the event of COVID related safety measures
7. City staff will provide the final list of stakeholders to participate in the (4) focus groups.
8. City of Bellevue will aid in the creation of a public engagement platform and help drive engagement and participation.

**D. Park Development and Redevelopment Plans**

1. Analyze data collected to determine path forward.
  - a. Four (4) coordination meetings with either City staff, Committee members and/or key Stakeholders.
  - b. Establish final goals and objectives.
  - c. Update demographics research when 2020 census data is released in 2022.
  - d. Revisit summer months park usage with site visits.
  - e. Provide comparative analysis of inventory and community and stakeholder input.
  - f. Provide programs and amenity analysis.
  - g. Overlay trends, philosophy, and demographics with analysis.
  - h. Create facility audit sheets.
  - i. Provide schematic diagrams and test fits on two (2) future facilities.
  - j. Prepare site redevelopment feasibility studies on four (4) sites.
  - k. Prepare budgets for improvements and maintenance of each park.
  - l. Prepare order of cost estimates for four (4) redevelopment sites.
  - m. Develop phasing and implementation scenarios.
  - n. Identify concepts for financing.

Park Development and Redevelopment Plans Assumptions

1. Lamp Rynearson will work with the City to identify sites for future facilities and park development.
2. The test fits and feasibility study locations will be determined through the master plan process (Sections A-D) and include such items as park consolidation, regional aquatics facilities, and private redevelopment.
3. Coordination meetings times will be determined during a time that best fits the project's needs once work begins on the Park Development and Redevelopment Plans phase.

**E. Findings, Recommendations, and Final Presentation**

1. Develop an actionable plan for achieving City goals.
  - a. Four (4) coordination meetings with either City staff, Committee members and/or key Stakeholders.
  - b. Provide philosophy for implementation and communication.
  - c. Create schedules of prioritization.

- d. Prepare standards and policies for implementation and operations.
  - e. Create high level phasing and capital improvements program.
  - f. Provide return on investment analysis.
  - g. Provide full draft master plan and supplemental short form reference document.
2. Present recommendations and provide philosophy for implementation.
- a. Provide final presentation to City.
  - b. Incorporate final comments into master plan.
  - c. Provide digital and hard copies of plan to city.

Findings, Recommendations, and Final Presentation

- 1. Findings and recommendations assumes all pertinent information has been gathered and analyzed. The addition of separate or other inventory or analysis may result in the need for additional fee.
- 2. Final comments will be received no less than two (2) weeks before final documents are submitted.
- 3. Comments will be submitted in one central document.
- 4. Comments by City staff will be collected by one identified City staff member and submitted to Project Manager.
- 5. Coordination meetings times will be determined during a time that best fits the project's needs once work begins on the Findings, Recommendations, and Final Presentation phase.

**F. Social and Earned Media, Informational Video, and Custom Email Design Services**

- 1. Additional monthly support to manage social and earned media services for 16 months per Exhibit B of this agreement.
- 2. Create a social media plan, monitoring and proving posts each month to be disseminated through existing channels.
- 3. Provide monthly services working with the media, providing alerts, media releases, and follow up communications.
- 4. Drafting and providing talking points and messages to be used with media.
- 5. Attend three open house events.
- 6. Printing associated with yard signs, posters, t-shirts, etc.
- 7. Provide project explainer video or animation.
- 8. Design a custom email template and deliver informational emails.

Findings, Recommendations, and Final Presentation Assumptions

- 1. City will provide access to electronic mailing lists and databases for community outreach.
- 2. The open house events are typically coordinated around community events and holidays for greatest impact. Lamp Rynearson will coordinate with the City to take advantage of open house events during such events as farmers markets, celebrations, sports events, and holidays. The timing of the open houses will be determined through the master plan process with City input.

**G. General Assumptions**

1. The master plan will be completed in accordance with the scope outlined above and assumes a "one-time design." Any modifications to the design master plan after work has been completed will be considered additional services.
2. All meetings will be in the Bellevue or Omaha metropolitan area.
3. We have assumed bi-weekly meetings with either City staff, Committee members and/or key Stakeholders through sections A-C of Exhibit A. Sections D and E of Exhibit A have an allotted amount of four (4) meetings per each phase with the specific timing of meeting to be determined upon starting work in the associated phase. If during the project a large number of additional meetings or associated coordination are requested, we ask to have a conversation with the City for an efficient path forward that is beneficial to all parties.

## EXHIBIT B—DELIVERABLES SCHEDULE

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We are prepared to begin work on the project in accordance with the following schedule:

<b>Deliverable</b>	<b>Schedule</b>
Data Collection, Interviews, and Messaging	9/27/2021-12/2021
Inventory, Site Evaluations, and Community Themes	1/2022-4/2022
Community Agenda	5/2022-7/2022
Park Development and Redevelopment Plans	8/2022-10/2022
Findings, Recommendations, and Final Presentation	11/2022-2/03/2023
Social and Earned Media, Informational Video, and Custom Email Design Services	12/06/2021-4/07/2023

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**Exhibit B—Deliverables Schedule.**

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**EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT**

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**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

Amendment No. [Enter Amendment Number]

Owner: **City of Bellevue**  
Engineer: **Lamp Rynearson, Inc.**  
Project: **City of Bellevue Master Plan**  
Effective Date of Owner-Engineer Agreement: **September 21, 2021**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Agreement Summary:

Original agreement amount: \$  
Net change for prior amendments: \$  
This amendment amount: \$  
Adjusted Agreement amount: \$  
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner  
City of Bellevue  
(typed or printed name of organization)

Engineer  
Lamp Rynearson, Inc.  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

By: \_\_\_\_\_  
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: \_\_\_\_\_  
(date signed)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

**ARTICLE 1—EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

**1.01 Electronic Documents Protocol**

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

**1. Basic Requirements**

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 5 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

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Exhibit F—Electronic Documents Protocol (EDP).

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rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

**B. Software Requirements for Electronic Document Exchange; Limitations**

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
  - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**C. Format and Distribution of Deliverables**

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
  - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
  - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
  - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
  - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

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Exhibit F—Electronic Documents Protocol (EDP).

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1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

**EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence and reports to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
<b>Key</b>				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 5 or later.			
DWG	Autodesk® AutoCAD. dwg format Version 2015.			
DOC	Microsoft® Word. docx format Version 2015.			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

## EXHIBIT G—INSURANCE

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### ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

#### 1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
<b>Commercial General Liability</b>	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<b>Automobile Liability</b>	
Bodily Injury	
Each Person	N.A.
Each Accident	N.A.
Property Damage	
Each Accident	N.A.
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
<b>Professional Liability</b>	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
<b>Other Insurance [Specify]</b>	
Each Claim	N.A.
General Aggregate	N.A.

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#### Exhibit G—Insurance.

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- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
<b>Commercial General Liability</b>	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<b>Automobile Liability</b>	
Bodily Injury	
Each Person	N.A.
Each Accident	N.A.
Property Damage	
Each Accident	N.A.
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
<b>Unmanned Aerial Vehicle Liability Insurance (if applicable)</b>	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
<b>Other Insurance [Specify]</b>	
Each Claim	N.A.
General Aggregate	N.A.

1.02 Additional Insureds

- A. Owner shall cause Engineer and its Subconsultants to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Lamp Rynearson, Inc.	14710 W Dodge Rd, Ste 100, Omaha, NE 68154
Emspace group	105 North 31 <sup>st</sup> Avenue, Omaha, NE 68131
Ballard & King	2743 E. Ravenhill Circle, Highlands Ranch, CO 80126

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

Exhibit G—Insurance.

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- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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Exhibit G—Insurance.

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## EXHIBIT I—LIMITATIONS OF LIABILITY

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### ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **specify 1.01, Mutual Indemnification; and 1.02, Limitation of Engineer's Liability:**

1.01 Mutual Indemnification

1.02 Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent such claim, costs, loss or damage was caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project. Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of **\$100,000** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**  
**COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM**

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**ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

**1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of **\$333,100** based on the following estimated distribution of compensation:
  - a. Data Collection, Interviews, and Messaging \$53,500
  - b. Inventory, Site Evaluations, and Community Themes \$61,500
  - c. Community Agenda \$72,600
  - d. Park Development and Redevelopment Plans \$61,000
  - e. Finds, Recommendations, and Final Presentation \$39,000
  - f. Social and Earned Media, Informational Video,  
and Custom Email Design Services \$45,500
2. If requested, Lamp Rynearson is authorized to provide additional services up to an amount of 10% of the lump sum services mentioned above and additional services shall only be approved by the City of Bellevue Public Works Director. Written authorization shall be provided prior to commencing additional services. Additional services will be billed at an hourly rate plus expenses.
3. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.
4. The Lump Sum includes compensation for Engineer's services and services of Engineer's and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
5. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.
6. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. **Period of Service:** The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding the dates stated within Exhibit B. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

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**Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.**

**Compensation Packet BC-1: Basic Services—Lump Sum.**

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**EXHIBIT J—PAYMENTS TO ENGINEER FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**  
**COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

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**ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

**2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's and Subconsultants' charges, if any.
- B. Compensation for Additional Services-Related Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
  2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **10%**.
- C. Other Provisions Concerning Payment for Additional Services
1. Whenever Engineer is entitled to compensation for the charges of Engineer's and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **10%**.
  2. Factors: The external Reimbursable Expenses and Engineer's and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.  
Compensation Packet AS-1: Additional Services—Standard Hourly Rates.

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3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

**APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE**

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Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

**LAMP RYNEARSON, INC.  
MISCELLANEOUS CHARGES  
March 28, 2021 – March 26, 2022**

**A. SUBSISTENCE:**

Subsistence for employees away from headquarters shall be chargeable in accordance with the per diem schedule of the U.S. General Services Administration available at [www.gsa.gov](http://www.gsa.gov).

**B. TRAVEL COSTS**

Automobile mileage shall be charged at the maximum IRS employee reimbursable rate per mile plus 15% to cover general overhead and administration. Travel costs, such as airfare, hotel and rental cars, shall be chargeable at actual cost plus 15% to cover general overhead and administration.

**C. FIELD SUPPLIES:**

Field supplies are not billed separately. They are covered in the labor billing rate charged to a project. There may be exceptions to this, but they would be specified in any bid or contract for the project. These exceptions would be chargeable at actual cost plus 15 percent to cover general overhead and administration.

**D. REPRODUCTIONS AND PLOTS:**

All reproduction and plotting work generated internally by Lamp Ryneerson, Inc., shall be charged at the rates shown below. All outside photographic and direct-process reproduction costs advanced by Lamp Ryneerson, Inc., in connection with the rendering of services shall be charged at actual cost plus 15 percent to cover general overhead and administration.

Plots		\$6.00/SF	
(Color)	\$2.50/SF (bond)	(mylar)	\$6.00/SF (photo paper)
		\$1.10/SF	
Plots (B&W)	\$0.15/SF (bond)	(mylar)	

**E. EQUIPMENT:**

The following items of special equipment, when used by Lamp Ryneerson, Inc., shall be charged at the following rates:

4X4 ATV	\$	20.00	/Hour
Sonar	\$	100.00	/Hour
Boat	\$	25.00	/Hour
Total Station	\$	35.00	/Hour
GPS Rover	\$	35.00	/Hour
GPS Rover with Base	\$	45.00	/Hour
Drone - DJI Phantom 4	\$	1,000.00	/Day (1/2 Day Minimum)

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Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 1: Reimbursable Expenses Schedule.

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Drone - Wingtra	\$	1,000.00	/Day	(1 Day Minimum)
Handheld Scanner-Zeb-REVO	\$	250.00	/Hour	
Terrestrial Scanner Tx8	\$	300.00	/Hour	

All of the above rates are exclusive of operator.

**F. FILING FEES AND OTHER COSTS ADVANCED:**

All filing or permit fees and other similar outside costs which are advanced or paid by Lamp Ryneerson, Inc., shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

Periodically, this schedule may be revised and updated by Lamp Ryneersons, Inc., who reserves the right to substitute the new miscellaneous charges schedule upon 30 days' notice.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

**APPENDIX 2: STANDARD HOURLY RATES SCHEDULE**

- A. Standard Hourly Rates
- Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
  - The Standard Hourly Rates apply only as specified in Exhibit J.
- B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

**Lamp Rynearson, Inc.  
Hourly Rate Schedule  
March 28, 2021 - March 26, 2022**

<b>Category</b>	<b>Category Description</b>	<b>Billing Rates</b>
<b>PRINCIPALS</b>		<b>HOURLY RATE</b>
100	Principal I	\$ 219.00
101	Principal II	\$ 243.00
102	Principal III	\$ 268.00
103	Principal IV	\$ 292.00
104	Principal V	\$ 316.00
<b>SENIOR ADVISOR</b>		<b>HOURLY RATE</b>
270	Senior Advisor	\$ 243.00
<b>GROUP LEADERS</b>		<b>HOURLY RATE</b>
225	Group Leader I	\$ 158.00
226	Group Leader II	\$ 175.00
227	Group Leader III	\$ 193.00
228	Group Leader Senior I	\$ 210.00
229	Group Leader Senior II	\$ 227.00
230	Group Leader Senior III	\$ 244.00
240	Group Leader Senior IV	\$ 261.00
<b>PRACTICE LEAD</b>		<b>HOURLY RATE</b>
276	Practice Lead I	\$ 150.00
277	Practice Lead II	\$ 181.00
278	Practice Lead III	\$ 216.00
279	Practice Lead IV	\$ 250.00
<b>PROJECT MANAGERS</b>		<b>HOURLY RATE</b>
123	Project Manager I	\$ 127.00
124	Project Manager II	\$ 138.00
125	Project Manager III	\$ 148.00
271	Project Manager IV	\$ 159.00
272	Project Manager V	\$ 171.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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273	Project Manager VI	\$ 183.00
274	Project Manager VII	\$ 194.00
275	Project Manager VIII	\$ 208.00
126	Project Manager Senior I	\$ 148.00
127	Project Manager Senior II	\$ 164.00
128	Project Manager Senior III	\$ 175.00
129	Project Manager Senior IV	\$ 183.00
130	Project Manager Senior V	\$ 194.00
241	Project Manager Senior VI	\$ 208.00
261	Project Manager Senior VII	\$ 233.00
<b>TECHNICAL EXPERTS</b>		<b>HOURLY RATE</b>
282	Technical Expert I	\$ 158.00
283	Technical Expert II	\$ 193.00
284	Technical Expert III	\$ 227.00
285	Technical Expert IV	\$ 258.00
<b>PROJECT ENGINEERS</b>		<b>HOURLY RATE</b>
115	Project Engineer I	\$ 94.00
116	Project Engineer II	\$ 105.00
117	Project Engineer III	\$ 115.00
118	Project Engineer IV	\$ 125.00
234	Project Engineer V	\$ 135.00
119	Project Engineer Senior I	\$ 127.00
120	Project Engineer Senior II	\$ 139.00
121	Project Engineer Senior III	\$ 162.00
122	Project Engineer Senior IV	\$ 173.00
242	Project Engineer Senior V	\$ 194.00
243	Project Engineer Senior VI	\$ 212.00
260	Project Engineer Senior VII	\$ 225.00
<b>PROJECT ARCHITECT</b>		<b>HOURLY RATE</b>
288	Project Architect I	\$ 119.00
<b>ENGINEERING INTERNS</b>		<b>HOURLY RATE</b>
105	Engineering Intern I	\$ 61.00
106	Engineering Intern II	\$ 72.00
<b>LAND PLANNERS</b>		<b>HOURLY RATE</b>
262	Landscape Architect Intern	\$ 51.00
207	Landscape Architect I	\$ 80.00
208	Landscape Architect II	\$ 90.00
209	Landscape Architect III	\$ 99.00
210	Landscape Architect IV	\$ 109.00
211	Landscape Architect Senior I	\$ 122.00
212	Landscape Architect Senior II	\$ 135.00
213	Landscape Architect Senior III	\$ 153.00
214	Landscape Architect Senior IV	\$ 171.00
215	Landscape Architect Senior V	\$ 189.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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265	Landscape Architect Senior VI	\$	207.00
<b>HYDROGEOLOGIST</b>		<b>HOURLY RATE</b>	
244	Hydrogeologist IV	\$	112.00
<b>GIS</b>		<b>HOURLY RATE</b>	
198	G.I.S. Intern I	\$	51.00
199	G.I.S. Intern II	\$	60.00
200	G.I.S. Technician	\$	69.00
201	G.I.S. Specialist I	\$	79.00
202	G.I.S. Specialist II	\$	88.00
245	G.I.S. Specialist III	\$	98.00
203	G.I.S. Specialist Senior I	\$	96.00
204	G.I.S. Specialist Senior II	\$	105.00
205	G.I.S. Specialist Senior III	\$	113.00
206	G.I.S. Manager	\$	155.00
<b>3D SERVICES</b>		<b>HOURLY RATE</b>	
216	3D Application Specialist I	\$	102.00
217	3D Application Specialist II	\$	112.00
218	3D Application Specialist III	\$	124.00
219	3D Application Specialist Senior I	\$	129.00
<b>PROJECT DESIGNERS AND ADMINISTRATORS</b>		<b>HOURLY RATE</b>	
107	Project Designer I	\$	76.00
108	Project Designer II	\$	89.00
109	Project Designer III	\$	97.00
110	Project Designer IV	\$	108.00
231	Project Designer Senior I	\$	118.00
232	Project Designer Senior II	\$	132.00
233	Project Designer Senior III	\$	147.00
111	Project Administrator I	\$	72.00
112	Project Administrator II	\$	82.00
113	Project Administrator III	\$	95.00
114	Project Administrator IV	\$	102.00
<b>ENGINEERING/CAD TECHNICIANS</b>		<b>HOURLY RATE</b>	
131	Engineering Technician I	\$	70.00
132	Engineering Technician II	\$	79.00
133	Engineering Technician III	\$	92.00
134	Engineering Technician IV	\$	97.00
135	Engineering Technician Senior I	\$	90.00
136	Engineering Technician Senior II	\$	97.00
137	Engineering Technician Senior III	\$	107.00
138	Engineering Technician Senior IV	\$	111.00
139	CAD Manager	\$	145.00
<b>CONSTRUCTION ENGINEERS</b>		<b>HOURLY RATE</b>	
189	Construction Engineer I	\$	86.00
190	Construction Engineer II	\$	96.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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191	Construction Engineer III	\$	105.00
192	Construction Engineer IV	\$	114.00
194	Construction Engineer Senior I	\$	121.00
195	Construction Engineer Senior II	\$	133.00
196	Construction Engineer Senior III	\$	149.00
197	Construction Engineer Senior IV	\$	167.00
221	Construction Engineer Senior V	\$	186.00
246	Construction Engineer Senior VI	\$	206.00
286	Construction Engineering Lead I	\$	180.00
287	Construction Engineering Lead II	\$	194.00
<b>STORMWATER TECHNICIANS</b>		<b>HOURLY RATE</b>	
252	Stormwater Technician I	\$	70.00
253	Stormwater Technician II	\$	79.00
254	Stormwater Technician III	\$	87.00
255	Stormwater Technician IV	\$	96.00
256	Stormwater Technician Senior I	\$	88.00
257	Stormwater Technician Senior II	\$	96.00
258	Stormwater Technician Senior III	\$	103.00
259	Stormwater Technician Senior IV	\$	111.00
<b>CONSTRUCTION OBSERVERS</b>		<b>HOURLY RATE</b>	
181	Observer I	\$	55.00
182	Observer II	\$	65.00
183	Observer III	\$	76.00
184	Observer IV	\$	87.00
185	Observer V	\$	97.00
<b>CONSTRUCTION COORDINATORS</b>		<b>HOURLY RATE</b>	
186	Construction Coordinator I	\$	95.00
187	Construction Coordinator II	\$	104.00
188	Construction Coordinator III	\$	114.00
<b>LAND SURVEYORS</b>		<b>HOURLY RATE</b>	
167	<i>*Land Surveyor I</i>	\$	110.00
168	Land Surveyor II	\$	124.00
169	Land Surveyor III	\$	141.00
170	Land Surveyor Senior I	\$	159.00
171	Land Surveyor Senior II	\$	179.00
172	Survey Project Manager I	\$	92.00
173	Survey Project Manager II	\$	114.00
174	Survey Project Manager III	\$	126.00
175	Survey Project Manager Senior I	\$	147.00
176	Survey Project Manager Senior II	\$	160.00
222	Survey Project Manager Senior III	\$	172.00
<b>SURVEY OFFICE/CAD TECHNICIANS</b>		<b>HOURLY RATE</b>	
177	Survey Technician I	\$	73.00
178	Survey Technician II	\$	83.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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179	Survey Technician Senior I	\$	87.00
180	Survey Technician Senior II	\$	94.00
248	Survey Technician Senior III	\$	102.00
<b>PARTY CHIEFS</b>		<b>HOURLY RATE</b>	
164	<i>*Party Chief I</i>	\$	85.00
165	<i>*Party Chief II</i>	\$	96.00
166	<i>*Party Chief III</i>	\$	106.00
<b>SURVEY FIELD CREW</b>		<b>HOURLY RATE</b>	
160	<i>*Field Technician Apprentice I</i>	\$	47.00
247	<i>*Field Technician Apprentice II</i>	\$	57.00
161	<i>*Field Technician I</i>	\$	68.00
162	<i>*Field Technician II</i>	\$	75.00
163	<i>*Field Technician III</i>	\$	85.00
<b>PILOT</b>		<b>HOURLY RATE</b>	
249	Pilot	\$	105.00
<b>OFFICE</b>		<b>HOURLY RATE</b>	
280	Accountant	\$	86.00
154	Accounting Assistant I	\$	57.00
155	Accounting Assistant II	\$	67.00
156	Accounting Assistant III	\$	77.00
236	Administrative Intern	\$	40.00
140	Administrative Assistant I	\$	51.00
141	Administrative Assistant II	\$	61.00
142	Administrative Assistant Senior I	\$	70.00
235	Administrative Assistant Senior II	\$	80.00
143	Administrative Coordinator	\$	81.00
281	Billing Specialist	\$	77.00
220	Client Development Manager I	\$	106.00
223	Client Development Manager II	\$	126.00
224	Client Development Manager III	\$	145.00
263	Client Development Manager IV	\$	164.00
264	Client Development Manager V	\$	187.00
159	Client Development Director	\$	175.00
266	Client Manager I	\$	114.00
267	Client Manager II	\$	128.00
268	Client Manager III	\$	142.00
157	Controller	\$	184.00
153	Graphic Designer I	\$	79.00
250	Graphic Designer II	\$	89.00
237	HR Assistant I	\$	59.00
238	HR Coordinator Senior I	\$	86.00
158	HR Manager	\$	152.00
147	IT Applications Manager	\$	150.00
148	IT Manager	\$	168.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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144	IT Intern I	\$	49.00
145	IT Technician I	\$	59.00
146	IT Technician II	\$	72.00
149	Marketing Assistant I	\$	50.00
150	Marketing Assistant II	\$	63.00
151	Marketing Coordinator I	\$	75.00
152	Marketing Coordinator II	\$	88.00
239	Office Services Manager	\$	105.00
251	Organizational Development Specialist	\$	96.00
269	Organizational Development Lead	\$	112.00

*\*These category rates include fields supplies and equipment.*

These charges include full compensation for payroll costs, general overhead, administration and anticipated profit on labor. Charges for items other than labor which are applicable to the project are listed on Schedule #2.

Personnel usually perform duties related to their classification; however, in the interest of efficiency, personnel with diversified experience may perform several types of work; in all cases, charges will be made according to payroll classification and not according to the type of work performed.

**EXHIBIT K—ITEMIZED TASK AND FEE**

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**Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.**

**Appendix 2: Standard Hourly Rates Schedule.**

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**EXHIBIT L—CITY OF BELLEVUE REQUEST FOR QUALIFICATIONS**

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**Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.**

**Appendix 2: Standard Hourly Rates Schedule.**

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**EXHIBIT M—LAMP RYNEARSON REQUEST FOR QUALIFICATIONS RESPONSE**

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**Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.**

**Appendix 2: Standard Hourly Rates Schedule.**

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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/21/2022		SUBMITTED BY: Public Works Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>	

SUBJECT:

Aquatics Marketing Plan & Study

SYNOPSIS/BACKGROUND:

The City of Bellevue has closed Sun Valley swimming pool and is repairing Dowding pool in hopes of extending the useful life of Dowding pool for 3 more years. The condition of Dowding pool is poor and a massive investment is required to keep the pool operational and useful into the future. Further expenditures to repair Dowding pool are not recommended. Due to the closing of Sun Valley and the condition of Dowding pool a marketing study of a regional aquatics center has been requested. The study will provide the City of Bellevue with vital information on the viability of creating a public private partnership to develop a regional water park. To replace Sun Valley and Dowding pools the city can be expected to spend up to \$8 million. With current aquatic facility trends moving toward water parks verses the standard swimming pools of the 1950's and 60's the marketing study will provide an opportunity to asses how best to move forward with the aquatic opportunities for Bellevue citizens.

FISCAL IMPACT: \$31,000 BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Marketing Study Regional Water Park & Pool Facilities

CONTRACT EFFECTIVE DATE: 09/22/2021 CONTRACT TERM: 8 months CONTRACT END DATE: 05/22/2022

PROJECT NAME: Aquatics Marketing Study

START DATE: 09/22/2021 END DATE: 05/22/2022 PAYMENT DATE: 05/22/2022 INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER: 10-11-6033

RECOMMENDATION:

It is recommended that the City of Bellevue enter into a market study for a regional water park.

ATTACHMENTS:

- Lamp Rynearson Contract
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A Bree Robbins*  
*[Signature]*

September 10, 2021

14710 W. Dodge Rd., Ste. 100  
Omaha, NE 68154  
[P] 402.496.2498  
[F] 402.496.2730  
LampRynearson.com

Mr. Doug Clark  
Public Works Director  
City of Bellevue Public Works Department  
1500 Wall Street  
Bellevue, NE 68005  
[Doug.Clark@Bellevue.net](mailto:Doug.Clark@Bellevue.net)

REFERENCE: Proposal for Aquatics Marketing Study  
Bellevue, Nebraska

Dear Mr. Doug Clark:

Lamp Rynearson is pleased to present this Proposal to City of Bellevue (CLIENT) to provide aquatics study services. We understand the scope of our services for this Project will include the following tasks:

### **SCOPE OF SERVICES**

#### **A. Analysis and Recommendations**

1. Market Analysis to include:
  - a. Primary and secondary services areas.
  - b. Other providers, number of facilities, and description of facilities.
  - c. Aquatics and pool trends.
  - d. Magnitude of cost estimates for similar facilities.
  - e. Available visitor data.
2. Demographics Analysis to include:
  - a. Median ages, household statistics, and age distribution.
  - b. Age distribution, ethnicity, growth, and or decline.
  - c. Identify demographics indicators.
  - d. Local, state, and national potential spending index.
  - e. Demographic blocks with shared experience profiles.
3. Recommendations to include:
  - a. Size, type, and number of facilities.
  - b. Projections for visitors.
  - c. Opinions of capital cost.
  - d. Opinions of operations cost.
4. Attend three (3) meetings with City to review, discuss, and present marketing analysis.

**B. Marketing Package**

5. Provide professional marketing package to include:
  - a. Model of one (1) aquatics park facility.
  - b. One (1) Illustrative site plan.
  - c. Professionally formatted booklet with info graphics, write-ups, renderings, and perspectives.
6. Attend two (2) meetings with City to review and present marketing package.

**Assumptions**

1. We intend to model and provide a site plan for one (1) aquatics park facility. If during the marketing analysis it is determined there's a need for a competition swim facility in a different location of the aquatics park we can provide an additional model per the optional cost below.
2. The marketing study is intended to address the viability of a large regional aquatics facility and not intended to line item detail all the various scenarios of a public/private partnership. The details the partnership shall be addressed under a future scope.
3. The project will be completed in accordance with the scope outlined above and assumes a "one-time design." Any modifications to the study after work has been completed will be considered additional services.
4. All meetings will be in the Bellevue metropolitan area.
5. Fees for any applications, filings or permitting, fees required by governing agencies, or any other fees not specifically defined herein are not included in our fees and, if required, will be paid by the CLIENT.

**SCHEDULE**

We are prepared to begin work on the project immediately upon receipt of a signed copy of this proposal.

**COMPENSATION**

We propose to bill stipulated lump sums for the services listed below:

Analysis and Recommendations	\$16,700
Preliminary Plat	\$14,300
<b>Subtotal Lump Sum</b>	<b>\$31,000</b>
Additional model and illustrative site plan (if requested)	\$8,500

For requested additional services beyond the scope of services outlined above, an adjustment to the lump sum amounts or an additional lump sum will be negotiated.

**SUPPLEMENTAL TERMS AND CONDITIONS**

1. Invoices will be submitted monthly. All invoices are due upon receipt.
2. All reports, drawings, specifications, computer files, field data, notes, and other documents prepared by Lamp Rynearson, Inc. are instruments of professional service and shall remain the property of Lamp Rynearson, Inc. Lamp Rynearson, Inc. shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto.

3. This proposal is valid if acceptance of this proposal and work authorization for our services are both received within 90 days from the date of this proposal. After this deadline, our scope of services and fees may be re-evaluated.
4. Past due accounts are charged a one-percent interest rate per month on any unpaid balance. If payment in full is not paid within 30 days from the date of the invoice, Lamp Rynearson reserves the right to immediately cease work. Lamp Rynearson shall be entitled to recover attorney fees, court costs, and any other costs of collection which may be incurred in collecting this account.
5. If directed to suspend or cease work, Lamp Rynearson shall be paid for services performed prior to the receipt of notice to cease work, together with any expenses from cessation of work. Should work on this project be stopped and consequently re-started, CLIENT hereby agrees Lamp Rynearson may adjust the proposed fees or other compensation for the remaining work.
6. City of Bellevue hereby agrees, by acceptance of this proposal, to limit the liability of Lamp Rynearson, Inc. to City of Bellevue and to all construction contractors, arising from Lamp Rynearson, Inc. professional acts, errors or omissions such that total aggregate liability of Lamp Rynearson, Inc. to all those named shall not exceed \$30,000 or Lamp Rynearson, Inc. total fees for services rendered on the project, whichever is greater.

We appreciate the opportunity to present this Proposal and look forward to assisting you in the successful completion of this Project. We would be glad to discuss any questions you may have. Please refer questions to Regan Pence, Project Manager. If this Proposal is acceptable, we ask for acknowledgment by returning one (1) signed copy to us.

Sincerely,

LAMP RYNEARSON, INC.



Regan Pence, PLA  
Landscape Architecture Practice Lead

Accepted By:

\_\_\_\_\_

City of Bellevue

\_\_\_\_\_

Date

Print Name: \_\_\_\_\_