

## Bellevue City Council Meeting +++Amended Agenda+++

Tuesday, November 17, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street, Bellevue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of 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 October 22, 2020 Planning Commission Minutes.
    2. (\*) Approval of November 3, 2020 City Council Minutes.
    3. (\*) Acknowledge Receipt of the October 13, 2020 Tree Board Minutes.
6. (\*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
  - a. Update on Bellevue Branding Initiative (Kevin Hensel, President of Bellevue Area Chamber)
8. ORGANIZATIONAL MATTERS:
  - a. (\*) Approval of cancellation of the January 5, 2021, City Council Meeting and authorize staff to pay bills that can not be held over until the January 19, 2021, City Council Meeting
9. APPROVED CITIZEN COMMUNICATION:
  - a. +++ Current DHM and mitigation of the effects on Bellevue Citizens (Sarah Centineo)
10. LIQUOR LICENSES:
  - a. Recommendation to approve replacing application for a Corporation name change of a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale, for Apple Bellevue dba "Applebee's Neighborhood Grill & Bar", at 10402 S. 15th Street, Bellevue, NE 68123 and Eric R. Ratliff as Manager (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4019: An ordinance to amend Section 6-22 of the Bellevue Municipal Code pertaining to restraint - dogs. (Legal)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4020: Request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. Location: 11715 South 60th Street. (Planning Manager)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
  - a. Resolution No. 2020-43: Approve and authorize Mayor to sign resolution and the Construction Engineering Agreement with Olsson for the the 36th Street, N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276), in an amount not to exceed \$423,260 for City's Share (Total Agreement Cost - \$2,116,300) (Interim Public Works Director)
16. CURRENT BUSINESS:
  - a. +++ Approve and authorize City Council President to sign Application for Federal Assistance SF-424 for FY20 CDBG entitlement funds, in the amount of \$344,590.00 and

submit to HUD (CDBG Specialist / Finance Director)

b. Approve the Environmental Review Record and Request for Release of Funds for CDBG 2020 Projects and authorize the City Council President to sign the HUD Form 7015.15, Request for Release of Funds and Certifications and submit to HUD (CDBG Specialist / Finance Director)

c. Recommend approval of the purchase of two vehicles from Anderson Ford Lincoln, not to exceed \$112,722.00, with reimbursement through the CARES ACT. (Police - Capt. Tom Dargy)

d. Recommend approval of the purchase of a Command Post Trailer, from MBF Insustries, Inc., not to exceed \$400,000.00, with reimbursement through the CARES ACT (Police - Capt. Tom Dargy)

e. Approve and authorize the Mayor to sign the Memorandum of Understanding and Agreement with the Bellevue Native Plant Society for providing the maintenance of the plantings in the public areas as described per the agreement, for a 3-year period beginning September 15, 2020 through September 14, 2023 (Deputy Director of Parks and Recreation)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly reports are given at the first Council Meeting of every month - November report attached to December 1st Council packet)**

18. CLOSED SESSION: NONE

19. ADJOURNMENT

# MINUTE RECORD

Bellevue Planning Commission Meeting, October 22, 2020, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, October 22, 2020 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Aerni, Ritz, Ackley, Hankins, Cutsforth, and Jacobson. Absent was Cain. 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 Casey, to approve the minutes of the September 24, 2020 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Ritz asked if there were any updates or additions to staff reports. Palm advised there were no updates or additions.

Motion was made by Jacobson, 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 Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. General location: 11715 S 60<sup>th</sup> Street. Case#: Z-2009-13.

Pat Sullivan, 1246 Golden Gate Drive, Papillion, NE, was present to speak on behalf of the applicant. Sullivan stated the property is a twenty-acre parcel approximately three eighths of a mile south of Highway 370 and 60<sup>th</sup> Street. He stated the applicant's concept is unique and in a sense pivoting toward the current economy. Sullivan stated he has the utmost respect for Tammi Palm, Planning Manager, but their opinions differ regarding spot zoning.

Ryan Steele, 16050 South 120<sup>th</sup> Street, Springfield, NE, was present to speak. Steele stated he established his first company at the age of eleven doing yard work. Steele said at the age of sixteen he rented a facility to store his equipment, which he quickly outgrew. He said he struggled to find a solution to serve the storage needs of his young company. Steele stated he was not comfortable with taking on a three to five year lease commitment. He said most small businesses struggle with this exact problem. Steele stated during the course of the last twenty years he learned what it took to operate a successful business.

Dale Williams, 9257 Platteview Road, Papillion, NE, was present to speak on behalf of the applicant. Williams stated in 2004 he joined Entrepreneurship's Organization (EO), a worldwide organization comprised of groups of business owners that share business challenges and strategies. Williams said the proposed facility would provide an environment of community, connection, and culture. He said the objective was to help small businesses succeed in challenges and provide excellent customer service.

Steele stated the plan for the facility was to help small businesses on the path of success. Steele stated this facility would provide small businesses infrastructure, learning opportunities, and fill in the gaps where they lack expertise and knowledge. He said lease agreements would be sixty-days minimum and a month to month lease after the sixty-days. Steele displayed slides of the proposed facility's contours, spaces, and floor plans.

Brad Blakeman, Blakeman Engineering, 10423 Hansen Avenue, Omaha, NE, was present to speak on behalf of the applicant. Blakeman stated grading of the site would have to match the elevation of 60<sup>th</sup> Street. He stated the entire property after grading would be somewhat recessed on the south and east sides.

Steele displayed slides showing various sites in the metro area with similar zoning and topography.

Sullivan stated when a comprehensive plan is formed is it typically already outdated because the world moves so quickly. He stated this type of facility is in tremendous demand for the up and coming tradesmen like electricians, plumbers, and others. Sullivan stated municipalities receive constant

# MINUTE RECORD

Bellevue Planning Commission Meeting, October 22, 2020, Page 2

complaints on people working out of their homes and for equipment parked on the streets and in driveways. He said this facility would eliminate these types of complaints. He said there have been discussions regarding spot zoning and conformance with the Comprehensive Plan, but the Comprehensive Plan is just that, a plan. Sullivan stated spot zoning is usually one very small lot or lots that are completely surrounded by other developments. He stated the surrounding areas are being used as industrial, and changing this zoning would be an advantage to the surrounding properties. He said it does not make sense to have a residential development on an arterial road such as Highway 370. Sullivan stated the applicant is willing to install a thirty-foot landscape area around the property as well as dedicate a right-of-way on Schram Road for future use if developed. Sullivan said this property would not have an increased water or sewer use and would have a well and a septic system. He stated this facility is an incubator for blue-collar businesses and would bring business into the City of Bellevue.

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

Ackley asked staff to explain the recommendation for denial. Palm stated properties in the area are zoned Agricultural (AG), and some of the properties are legal non-conforming. She stated the Future Land Use Map was updated in August 2018 and the Comprehensive Plan would be updated within the next few months. She said the Comprehensive Plan shows this property as low density residential. Palm stated the city has annexed Lakewood Villages. The properties moving toward South 60<sup>th</sup> Street would eventually mirror the Lakewood Villages development, and consist of commercial, multi-family residential and single family dwellings. She said she does appreciate Mr. Steele's business plan but her concerns are from a land use prospective. Palm stated although Mr. Steele does have a conceptual site and business plan, with the requested Light Manufacturing (ML) zoning there is nothing that holds him legally to that plan. She said if the property was rezoned, anything that is a permitted use within the ML zoning district would be allowed on the property without any city approval. Palm stated the ML zoning will allow manufacturing of food products, merchandise, light sheet metal products, trucking terminals, large warehouse facilities and land sea container storage as permitted uses. She said with this application the city is deciding the course of planning for the entire area. Palm stated if the city deviates from the Comprehensive Plan it would set a precedent to go from residential uses to the other end of the spectrum to industrial uses. She said if the property to the east would be developed as residential, the ML zoning on this property would require a buffer yard and would become a burden to the neighboring developer.

Sullivan stated the applicant would contractually agree to install the buffer yard, dedicate Schram Road, and conform to the site and business plans. Palm stated a contractual zoning agreement had been discussed; however Administration and the Planning Department did not want to enter into that type of agreement.

Ackley asked how many houses per acre would be in the low-density residential housing. Palm stated low-density housing would be the RS-120 zoning (Single Family Residential – 12,000 Square foot zone) which would make it similar to the Cedar Grove Subdivision. Ackley stated from a planning prospective the city would continue to grow with residential developments from 36<sup>th</sup> Street to the west and hopefully some commercial development along the 370 corridor. He said he likes the applicant's concept but is not sure this is the right location. Ackley asked if the applicant had looked at property on the Highway 34 and Highway 75 corridor which has areas slated for light industrial development. Ackley asked what the total development cost and assessed value of the project would be. Steele stated his preliminary estimate was about fifteen million for phase I and phase II.

Casey asked why this area when there are other areas in Bellevue that are zoned appropriately. Steele said this site is perfectly situated between Papillion and Bellevue on the Highway 370 corridor. Steele stated because of the Nebraska Department of Roads site he assumed the property was already zoned for industrial use. Palm indicated the NDOR no longer owns property along South 60<sup>th</sup> Street. Additionally, their prior maintenance yard was zoned AG; therefore, making it a legal, nonconforming use. Discussion ensued regarding areas that would be better suited for this project.

Jacobson asked if fire protection for the ML zoning had been resolved. Palm stated she was not aware of any fire hydrants in the area. Jacobson asked if there were any noise restrictions regarding hours of operation. Palm said there were no restrictions on hours of operation but they would be required to meet performance standards in regards to noise, smoke, and things of that nature. Jacobson said the Comprehensive Plan designates this area as low density residential and since it was last updated in 2018 the housing shortage is still an issue. He said there is a tremendous shortage in affordable housing in the Bellevue area. Jacobson stated in an area that is clearly meant to be residential he had

# MINUTE RECORD

Bellevue Planning Commission Meeting, October 22, 2020, Page 3

concerns with the project and the absence of a contractual agreement to limit the uses. He said he applauds the applicant for an excellent business plan. Jacobson asked the applicant how traffic access would be handled until lights are installed at 60<sup>th</sup> Street and Highway 370. Sullivan stated 60<sup>th</sup> and Highway 370 would be a signaled intersection. He said the State of Nebraska issues warrants to install traffic signals based on traffic flow however, most times the need for a signal has long passed by the time a warrant is issued. Discussion ensued regarding traffic on Highway 370.

Ritz asked staff what was the basis of the ML zoning. Palm stated the ML zoning permits the warehousing and indoor/outdoor storage Mr. Steele is purposing. Ritz asked if there was any other zoning with a conditional use for this proposal. Palm stated the ML zoning has no limitations on the size of equipment to be parked on the site and the outdoor storage Mr. Steele would be able to allow on the property which is what he desires. Discussion ensued regarding the appropriate zoning for this project and the outdoor parking. Mr. Steele stated they would not allow any inoperable equipment to be parked on the site. He stated the site would be pristine. Palm explained the difference between the Heavy General Business District (BGH) zoning and the ML zoning. Palm stated the ML zoning is the only appropriate zoning for Mr. Steele's business plan.

Aerni stated every intersection west on Highway 370 has some type of mixed use, light industrial zoning except for this intersection. He asked why the Comprehensive Plan was designated residential at this intersection. He said Papillion had designated the area to the west across 60<sup>th</sup> Street as Neighborhood mixed use residential limited, and commercial office. Palm stated Papillion's proposed zonings from their Comprehensive Plan for this area are very different from the requested ML zoning. She stated Bellevue's future industrial development had been reserved mostly for the Highway 34 corridor, and from Highway 75 westward along Highway 370 there is no planned industrial areas. Palm stated Bellevue's Highway 370 corridor had been designated for mixed use, activity centers, commercial, and multi-family zoning. Discussion ensued regarding what changes would be made to the Comprehensive Plan for this area.

Aerni requested Chad Wehrbein provide public testimony. Ritz re-opened the public hearing.

Chad Wehrbein, Timmerman Farms, 17701 Webster Blvd, Plattsmouth, NE, stated as a neighbor he is in favor of the project. He stated Mr. Steele and Mr. Williams are successful business people and the dedication of Schram Road would be an asset. Mr. Wehrbein did indicate Ms. Palm's explanation of the possible future uses with the ML zoning was eye opening. Discussion ensued regarding the future development of the area.

Aerni said the area already had some light industrial use with Timmerman Farms and the former NDOR lot. Palm stated Timmerman Farms would not be considered light industrial and greenhouses are allowed in an AG zoning district.

Williams stated he did not want to be penalized for whoever or whatever caused the city to reject entering into a contractual agreement and he hoped the city would reconsider.

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

Ritz stated he did not want to set precedence by deviating from the Comprehensive Plan for this area. He stated he thought it was an exceptional business plan. Ritz said the Planning Commission does not have the authority to write or enter into a contractual agreement.

Cutsforth stated the plan was a great concept and it would be very helpful to entrepreneurs but the Comprehensive Plan, although not set in stone, does not designate this area for the ML zoning.

Ritz asked the applicant if they would like to continue this item to discuss a contractual agreement with the city. Palm reiterated the Planning Department, Community Development Director, and City Administrator were not interested in a contractual agreement and she recommended the Planning Commission vote on the item tonight.

Ackley stated he was in favor of the concept but not the location.

MOTION was made by Ackley, seconded by Jacobson to recommend DENIAL of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. DENIAL of the application based upon the perceived negative impact on the surrounding area, as well as lack of conformance

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Bellevue Planning Commission Meeting, October 22, 2020, Page 4

to the Comprehensive Plan. Upon roll call, Casey, Perrin, Ritz, Ackley, Hankins, Cutsforth, and Jacobson voted yes, Aerni voted no. MOTION carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING ON December 1, 2020.**

There was discussion regarding the election of officers.

MOTION was made by Ackley, seconded by Hankins, to NOMINATE Eric Ritz to serve as Planning Commission Chair. Upon roll call, all present voted yes. MOTION carried unanimously.

MOTION was made by Ritz, seconded by Casey, to NOMINATE Sue Cutsforth to serve as Vice Chair. Upon roll call, all present voted yes. MOTION carried unanimously.

Meeting adjourned at 8:40 p.m.



Dianna Van Horn  
Planning Secretary

# MINUTE RECORD

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11/17/2020

Bellevue City Council Meeting, November 3, 2020, 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 3<sup>rd</sup> day of November, 2020, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

Notice of this meeting was given in advance thereof by publication in the 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. Father Thomas Jones, Church of the Holy Spirit (Episcopal), 1305 Thomas Drive, 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 Shannon, seconded by Preister, to approve the agenda.

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

## APPROVAL OF THE CONSENT AGENDA:

**Motion** made by Stinson, seconded by Cook, to approve the consent agenda. The following items were approved on the consent agenda: Approval of October 20, 2020 Board of Equalization Minutes; Approval of October 20, 2020, City Council Minutes; and Approval of Claims.

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

## SPECIAL PRESENTATIONS:

Mr. Andrew Rainbolt provided a presentation from Sarpy County Economic Development Cooperation (SCEDC) on the 3<sup>rd</sup> Quarter. Discussion followed.

## ORGANIZATIONAL MATTERS: None

## APPROVED CITIZEN COMMUNICATION: None

## LIQUOR LICENSES: None

## Resolution No. 2020-42: Approve and authorize Mayor to sign agreement with Southwoods Manager, LLC to implement the Redevelopment Plan. (Planning Manager)

**Motion** made by Stinson, seconded by Welch, to approve Resolution No. 2020-42.

Mrs. Tammi Palm, Planning Manager, explained procedurally the resolution needs to be approved before the rezoning.

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

## ORDINANCES FOR ADOPTION (Third Reading)

**Ordinance No. 4013 - Request to rezone Lots 122 through 124, Belle Lago South, being a platting of a tract of land located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50-PS, for the purpose of single-family residential development. Applicant: HC Belle Lago, LLC. General Location: Looking Glass Drive and South 45th Street. (Planning Manager)**

Ordinance No. 4013: 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 45th Street and Lookingglass 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.

# MINUTE RECORD

Bellevue City Council Meeting, November 3, 2020, Page 2

**Motion** made by Cook, seconded by Welch, to approve Ordinance No. 4013. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **Request to approve a preliminary plat for Lots 122 through 124, Belle Lago South.**

**Motion** made by Cook, seconded by Stinson, to approve a preliminary plat for Lots 122 through 124, Belle Lago South.

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

## **Ordinance No. 4015 - Request to rezone Lot 1, South Woods Replat 4, being a replat of Lots 9 through 11, South Woods, from RG-8 and RG-8-PS to RG-8-PS for the purpose of multi-family residential development. Applicant: APOGEE Professional Services. General Location: Childs Road and Nebraska Drive. (Planning Manager)**

Ordinance No. 4015: 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 Childs Road and Nebraska 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** made by Welch, seconded by Stinson, approve Ordinance No. 4015.

Councilman Cook inquired if a meeting occurred with the neighbors, in regards to concerns they had mentioned at the public hearing.

Mr. Larry Jobeun, Fullenkamp, Jobeun, Johnson, & Beller, LLP, 11440 W. Center Road, Omaha, NE was present on behalf of the applicant. He advised he was not at the meeting but the developer did meet with neighbors. His understanding is there was a discussion on the increase in the landscape plan by adding a substantial number of trees to the north side. Councilman Cook inquired what the reception of the revised landscape plan was to the neighbors.

Ms. Kassie Inness, APOGEE Professional Services, 2501 S. 101<sup>st</sup> Avenue, Omaha, NE advised a meeting took place with the neighbors last Thursday. She stated overall the reception was fair. The neighbors are still opposed to the overall development. They were appreciative of the upsizing of the trees along the north side of the property.

Councilman Preister questioned with the change of landscape, if visibility is an issue going onto Nebraska Drive. Mrs. Palm explained site distance is always considered and reviewed on the landscape plans. If there is problem upon inspection, adjustments will be made. Based on what is required for fencing and continuous hedge there should not be a site distance problem at the aforementioned intersection. Mrs. Palm mentioned the amended landscape plan will become a part of the overall site plan approval process. A Certificate of Occupancy will not be issued if the amended plan is not followed.

Councilman Stinson confirmed if the request for rezoning was denied, apartments could still be built. Mrs. Palm replied yes. She explained the current zoning on all three lots is RG-8. The only portion of the property with the Planned Subdivision (PS) Overlay is the very northern most lot. The current zoning allows for the highest density multi-family development the City allows. It also has no height restrictions.

Councilwoman Welch mentioned she received calls from neighbors. While they are not happy with the development, she assured them the City will make sure the department heads will ensure the requirements are followed.

Councilman Cook clarified a comment he made at the last meeting regarding the buses. He mentioned Councilman Stinson was correct in regards to OPS stating kids would be dropped off and buses loaded on the east side of the building. The buses would come up Childs Road, going down Nebraska Avenue to Chandler Road.

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

## **Request to approve a small subdivision plat for Lot 1, South Woods Replat 4.**

**Motion** made by Welch, seconded by Preister, to approve a small subdivision plat for Lot 1, South Woods Replat 4. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **Ordinance No. 4014 - Request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, from RG-20- PS to BG-PCO and RG-20-PS for the purpose of a commercial and multi-family residential development. Applicant: Carlson Consulting Engineers, Inc. General Location: 25th Street and West Chandler Road. (Planning Manager)**

# MINUTE RECORD

Bellevue City Council Meeting, November 3, 2020, Page 3

Ordinance No. 4014: 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 25th Street and W. Chandler Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the third and final time.

**Motion** made by Stinson, seconded by Welch, to approve Ordinance No. 4014.

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

**Request to approve a small subdivision plat for Lots 2 and 2A, Kennedy Town Center Replat 7.**

**Motion** made by Cook, seconded by Preister, to approve a small subdivision plat for Lots 2 and 2A, Kennedy Town Center Replat 7.

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

**Ordinance No. 4016: An ordinance to amend Sections 18-106 to 18-112 of the Bellevue Municipal Code pertaining to reserved spaces for handicapped persons. (Legal)**

Ordinance No. 4016: An Ordinance to amend or revise certain ordinances as further detailed herein which have been affected by or generated by legislative changes and to add or change legislative citations, to repeal such sections as heretofore existing; and to provide for the effective date of this ordinance was read by title only for the second reading and presented for public hearing.

**Motion** made by Shannon, seconded by Welch, to approve Ordinance No. 4016, as amended at the October 20<sup>th</sup> Council meeting.

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

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

**Ordinance No. 4019: An ordinance to amend Section 6-22 of the Bellevue Municipal Code pertaining to restraint - dogs. (Legal)**

Ordinance No. 4019: An Ordinance to amend Section 6-22 of the Bellevue Municipal Code pertaining to restraint – dogs, to repeal such section as heretofore existing; and to provide for the effective date of this ordinance was read by title only for the second time and presented for public hearing.

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

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 reading of the ordinance will be heard at the Council meeting on November 17<sup>th</sup>.

**ORDINANCES FOR INTRODUCTION: (First Reading): None**

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

**RESOLUTIONS:** None

**CURRENT BUSINESS:**

**Recommend approval and authorize the Mayor to sign the Simulated Firearm Equipment and Training Services Agreement with VirTra, Inc., in the amount of \$42,199.90. (Police Chief)**

**Motion** was made by Shannon, seconded by Welch, to approve and authorize the Mayor to sign the Simulated Firearm Equipment and Training Services Agreement with VirTra, Inc., in the amount of \$42,199.90.

Councilman Shannon requested clarification on how this item is being paid for since it is listed on the cover sheet as a non-budgeted item. Chief Clary stated the City purchased the equipment seven years ago. There have been some maintenance issues, therefore attempt is being made to get back into a contract. There was a clerical error in regards to track the money. This was intended to be used as asset forfeiture. Discussion followed.

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

# MINUTE RECORD

Bellevue City Council Meeting, November 3, 2020, Page 4

**Approve purchase of Penlink PLX Software in the amount of \$6500.00.** (Lt. Derek Bees)

**Motion** was made by Cook, seconded by Preister, to approve purchase of Penlink PLX Software in the amount of \$6500.00. Roll call vote on motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

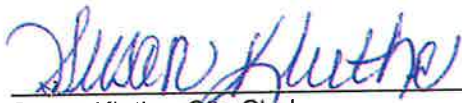
**ADMINISTRATION REPORTS:** Comments must be limited to items on the current Reports (Monthly reports are given at the first Council Meeting of every month - October report attached)

**CLOSED SESSION:** None

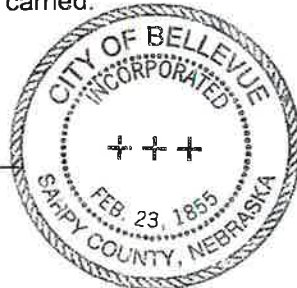
**ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Cook, the meeting was adjourned at 6:46 p.m.

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



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 November 3, 2020; 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

\*5b3.  
11/17/2020



City of Bellevue, Nebraska

### Tree Board October 13, 2020 Meeting Minutes

**Attendance:** Scott Evans, Holly Hofreiter, Joanne Langabee, Don Preister, Nancy, Scott, Deborah Woracek, and Jim Shada from City Parks Dept. **Excused:** Tom Mruz, Craig Kimball

Jo Langabee, President, called the meeting to order at 10 am.

**Volunteer Hours:** Joanne told all to give their September or October hours to Deborah. Deborah wrote down ones given to her in the meeting and will add those to the spreadsheet.

**Approval of September 8, 2020 Minutes:** A motion was made by Don, with Scott second on the motion to approve the minutes. All present voted in favor. The motion was passed approving the Sept. minutes.

**Parks Report:** Jim reported that on the 27<sup>th</sup> of Oct. Hughes Tree Service will remove the 5 ash trees and stumps in Washington Park. Don asked if the stumps were to be left tall for chainsaw carving. Jim Shada was unaware of this and voiced that he is against doing this. Discussion followed and a decision will be made after they talk to Jim Ristow, City Administrator. **Don said he would be able to get grants to pay for the carvings.** Nancy asked about her memorial bench for her parents and Jim said it would be installed later in the month and she would be notified.

**Bellevue City Parks Board:** Jim reported that there was no Parks Board meeting in September because 3 members were unable to attend. He then left the meeting to check on the extensive work being done in Washington Park.

**Report from Jo on the Depot planting:** On September 22, about 100 native pollinator plants were planted in 2.5 hours by Jo and Bob Langabee, Don Preister, Holly Hofreiter, and Deborah Woracek. Bob will go back and water them weekly. The Langabees also planted a free, but rare, endangered Butternut tree, that was given to them by staff at Lauritzen Gardens. This historic tree was caged to prevent deer damage.

**Fall Planting/Arbor Day Celebration at Gilder Park:** Don reported it was an excellent day of planting with the help of several members of Green Bellevue, Tree Board members, and three children. A park neighbor, Patricia Hauhtman, provided access to hose water (Don sent her a thank you card) as we planted 10 trees around the play area. The City will put in a gazebo there, that is handicapped

accessible. Bellevue Street Dept. will water the trees as needed. Each tree was mulched and caged to prevent deer or vandal damage. **Jo will ask Jim Shada when the gazebo is to be completed and she will need the new tree list for Washington park and for Gilder.**

**Ailanthus Spraying:** Don reported that about 300 Ailanthus trees were sprayed, giving us a total of approximately 1500 treated in 5 years of spraying. He feels it was a pretty good kill. However, there is a massive regrowth in the areas that were the first to be sprayed. The city of Bellevue paid for the chemical, per Jim Shada. Tom acquired the crop oil that is paid by Green Bellevue. The new sprayers were much safer to use than the ones we used in the first year. Honeysuckle was brought up as another invasive species by Scott. Deborah mentioned that Fontenelle Forest has been addressing that problem for a long time. It was suggested that **Jo or Don talk to Michelle Foss, Director of Research at the Forest to find possible solutions.** Scott also thinks we should check on soil needs for these invasive species and how to prevent the regrowth after slash and squirt spraying.

**Tree Ordinance:-**Don reported it was approved by the City Council as updated. He emailed a copy to all.

**Officer's Duties:** A motion was made by Don and seconded by Holly that the Board approve the job descriptions for the new officers of the Tree Board. The motion was voted approved. **Jo and Don will coordinate getting them to the City Council meeting for approval in 2 weeks.**

**Bellevue 411 Topics:** Scott suggested that October is timely for winter watering and proper fall mulch placement for trees, to be a post. He also has a post about using soaker hoses to deep water trees for winter. It was suggested that the photo of Don lying by the huge Ash branch that fell in Washington Park be used for a post suggesting we inspect our trees for possible dangerous broken or weak branches, etc. Tree branches can be taken to the city dump on the last Saturday of every month. A calendar of timely topics will be listed for future reference. Graham Herbst was suggested as a contact for topics as well as Scott's blog topics.

**Tree City USA for 2020 award:** Joanne will work on the forms in November when it is a slower time for her. Also, in November Deborah will send out the hours and miles Excell so members can update or correct their times.

**Blackhawk GPS:** Jo reported that it is basically completed. It has not been an easy task to complete with having to correlate the drawings with the City's photos of the park. Blackhawk will now be included in the 3-year cycle of inventorying the city parks.

**Annual TB Report:** Don will send Jo the template for the report. Jo again suggested we have an official notebook to give to members with all approved minutes, Guidelines, etc. Don suggested that when the minutes are approved that we add an F to the file name. **Deborah will add the past logo and F to the minutes before sending them to the City Clerk for filing.**

**Winter Projects:** Scott suggested we have a logo for the Tree Board to use on thank you notes, minutes, and any other official documents. **Don will send Deborah the logo** that has been used in the past . He sent a personal thank you note to the neighbor who provided access to water for the Gilder planting. Scott suggested using a simple **silhouette of a tree as our logo**. It was agreed by all that this was a good idea. **We are to research and come to the next meeting with ideas** for letterhead and thank you notes, etc. **Deborah will add it to the November agenda**. We are all to **research Ailanthus and honeysuckles and how best to eradicate them**.

**New Business:** Jo asked if Dave Anson was doing well and still picking up litter in all parks. Don reported that he was. **Nancy and Don will work together on the memorials** for the 4 trees. Jo reported that we have not received an invoice or bill from the State-wide Arboretum to be paid by the \$420 Green Bellevue grant. Don asked if someone would send him the final BTB Guidelines. **Holly said she would do so. And include all the Board members**.

Don moved and Holly seconded a motion that we adjourn. Motion voted approved. **Our next meeting will be November 10 on Zoom from 10 -12. Scott will send the link to us**.

**November Agenda:**

Attendance

Report Volunteer hours to Deborah

Approve Minutes of Oct. meeting

Report from Jim on Parks

Gazebo at Gilder?

Report on ailanthus spraying from Tom

Officer Duties approval

Bellevue 411 – Scott

Ash Tree – Holly

Sites Jo found

Tree City

Yearend report

Winter projects

Letterhead – Jo (and all BTB)

Bellevue 411

Notebook

Samples of logos

New Business

Respectfully submitted,

Deborah Woracek

Secretary, Bellevue Tree Board

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 17, 2020

PAGE 1

### MAYOR

|               |                           |                 |
|---------------|---------------------------|-----------------|
| U.S. CELLULAR | MONTHLY SERVICE-2020-10-4 | 52.46           |
|               |                           | <u>\$ 52.46</u> |

### CITY ADMINISTRATOR

|                               |                           |                    |
|-------------------------------|---------------------------|--------------------|
| CAPITAL BUSINESS SYSTEMS, INC | COPIER EXPENSE            | 60.20              |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020 | 4,641.90           |
| KIWANIS CLUB OF BELLEVUE      | QUARTERLY DUES-CITY ADMIN | 52.00              |
| METLIFE GROUP BENEFITS        | DENTAL INSURANCE-NOV 2020 | 98.07              |
| METLIFE GROUP BENEFITS        | LTD INSURANCE-NOV 2020    | 73.23              |
| METLIFE GROUP BENEFITS        | LIFE INSURANCE-NOV 2020   | 42.86              |
| U.S. CELLULAR                 | MONTHLY SERVICE-2020-10-4 | 145.27             |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES    | 198.66             |
|                               |                           | <u>\$ 5,312.19</u> |

### CITY COUNCIL

|                           |                           |                  |
|---------------------------|---------------------------|------------------|
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-NOV 2020 | 814.39           |
| METLIFE GROUP BENEFITS    | DENTAL INSURANCE-NOV 2020 | 120.27           |
|                           |                           | <u>\$ 934.66</u> |

### LEGAL

|                           |                                   |                    |
|---------------------------|-----------------------------------|--------------------|
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-NOV 2020         | 3,109.92           |
| HDR ENGINEERING, INC      | PROFESSIONAL SERVICES-HULL VS COB | 245.37             |
| METLIFE GROUP BENEFITS    | DENTAL INSURANCE-NOV 2020         | 65.38              |
| METLIFE GROUP BENEFITS    | LIFE INSURANCE-NOV 2020           | 26.69              |
| METLIFE GROUP BENEFITS    | LTD INSURANCE-NOV 2020            | 39.67              |
| MICHAEL D GORDON          | ARBITRATOR- EMPLOYER SHARE        | 4,566.10           |
| SARPY COUNTY COURT        | COURT CLAIMS                      | 34.00              |
| U.S. CELLULAR             | MONTHLY SERVICE-2020-10-4         | 80.82              |
|                           |                                   | <u>\$ 8,167.95</u> |

### CABLE ADVISORY

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-NOV 2020 | 3,857.20           |
| METLIFE GROUP BENEFITS    | DENTAL INSURANCE-NOV 2020 | 65.38              |
| METLIFE GROUP BENEFITS    | LTD INSURANCE-NOV 2020    | 30.36              |
| METLIFE GROUP BENEFITS    | LIFE INSURANCE-NOV 2020   | 23.55              |
| U.S. CELLULAR             | MONTHLY SERVICE-2020-10-4 | 49.46              |
|                           |                           | <u>\$ 4,025.95</u> |

### CITY CLERK

|                               |                           |                    |
|-------------------------------|---------------------------|--------------------|
| CAPITAL BUSINESS SYSTEMS, INC | COPIER EXPENSE            | 99.09              |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020 | 2,362.64           |
| GRETNA GUIDE & NEWS           | LEGAL ADS                 | 106.14             |
| METLIFE GROUP BENEFITS        | DENTAL INSURANCE-NOV 2020 | 65.38              |
| METLIFE GROUP BENEFITS        | LIFE INSURANCE-NOV 2020   | 22.29              |
| METLIFE GROUP BENEFITS        | LTD INSURANCE-NOV 2020    | 28.53              |
|                               |                           | <u>\$ 2,684.07</u> |

### FINANCE/RISK MANAGEMENT

|                               |                           |          |
|-------------------------------|---------------------------|----------|
| CAPITAL BUSINESS SYSTEMS, INC | COPIER EXPENSE            | 120.97   |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020 | 5,219.88 |
| HANEY SHOE STORE              | SAFETY SHOES-6 EMP        | 1,032.95 |

# MINUTE RECORD

CLAIMS FOR NOVEMBER 17, 2020

PAGE 2

## FINANCE/RISK MANAGEMENT (cont'd)

|                                     |                           |             |
|-------------------------------------|---------------------------|-------------|
| INDOFF                              | OFFICE SUPPLIES           | 996.08      |
| INFOSAFE SHREDDING                  | SHREDDING SERVICE         | 30.00       |
| METLIFE GROUP BENEFITS              | DENTAL INSURANCE-NOV 2020 | 196.14      |
| METLIFE GROUP BENEFITS              | LIFE INSURANCE-NOV 2020   | 68.22       |
| METLIFE GROUP BENEFITS              | LTD INSURANCE-NOV 2020    | 105.89      |
| RED WING BUSINESS ADVANTAGE ACCOUNT | SAFETY SHOES-5 EMP        | 973.48      |
| U.S. CELLULAR                       | MONTHLY SERVICE-2020-10-4 | 54.50       |
|                                     |                           | <hr/>       |
|                                     |                           | \$ 8,798.11 |

## LIBRARY

|                               |                                 |              |
|-------------------------------|---------------------------------|--------------|
| CAPITAL BUSINESS SYSTEMS, INC | COPIER EXPENSE                  | 178.19       |
| CENGAGE LEARNING, INC         | BOOKS                           | 148.75       |
| COX BUSINESS SERVICES         | MONTHLY SERVICE-2020-10-23      | 107.39       |
| DEMCO                         | BOOKPLATE                       | 35.27        |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020       | 7,623.75     |
| INDOFF                        | OFFICE SUPPLIES                 | 434.42       |
| INGRAM LIBRARY SERVICES       | BOOKS                           | 2,631.20     |
| JOY BROWN                     | BOOKS                           | 32.00        |
| MATRIX BUSINESS SYSTEMS       | COPIER EXPENSE                  | 10.10        |
| METLIFE GROUP BENEFITS        | DENTAL INSURANCE-NOV 2020       | 261.52       |
| METLIFE GROUP BENEFITS        | LIFE INSURANCE-NOV 2020         | 75.74        |
| METLIFE GROUP BENEFITS        | LTD INSURANCE-NOV 2020          | 92.40        |
| OCLC INC                      | MONTHLY CATALOGING SUBSCRIPTION | 1,357.52     |
| OMAHA PUBLIC POWER DISTRICT   | MONTHLY SERVICE-2020-10-27      | 1,681.21     |
| RUFF WATERS                   | AQUARIUM MAINTENANCE            | 65.00        |
| SCOTT WELCH                   | MONTHLY WEB MAINTENANCE         | 125.00       |
|                               |                                 | <hr/>        |
|                               |                                 | \$ 14,859.46 |

## ADMINISTRATIVE SERVICES/PERSONNEL

|                               |                           |              |
|-------------------------------|---------------------------|--------------|
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020 | 12,151.40    |
| INFOSAFE SHREDDING            | SHREDDING SERVICE         | 30.00        |
| MATRIX BUSINESS SYSTEMS       | COPIER EXPENSE            | 128.40       |
| METLIFE GROUP BENEFITS        | DENTAL INSURANCE-NOV 2020 | 294.21       |
| METLIFE GROUP BENEFITS        | LTD INSURANCE-NOV 2020    | 101.00       |
| METLIFE GROUP BENEFITS        | LIFE INSURANCE-NOV 2020   | 81.95        |
| ONE SOURCE                    | BACKGROUND CHECKS         | 375.00       |
| U.S. CELLULAR                 | MONTHLY SERVICE-2020-10-4 | 81.32        |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES    | 1,697.57     |
|                               |                           | <hr/>        |
|                               |                           | \$ 14,940.85 |

## CODE ENFORCEMENT

|                               |                           |             |
|-------------------------------|---------------------------|-------------|
| BELLEVUE PRINTING COMPANY     | CODE ENFORCEMENT FORMS    | 642.41      |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020 | 7,714.40    |
| MATRIX BUSINESS SYSTEMS       | COPIER EXPENSE            | 164.09      |
| METLIFE GROUP BENEFITS        | DENTAL INSURANCE-NOV 2020 | 130.76      |
| METLIFE GROUP BENEFITS        | LIFE INSURANCE-NOV 2020   | 41.45       |
| METLIFE GROUP BENEFITS        | LTD INSURANCE-NOV 2020    | 52.63       |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES    | 280.09      |
|                               |                           | <hr/>       |
|                               |                           | \$ 9,025.83 |

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 17, 2020

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### PUBLIC WORKS

|                               |                                  |              |
|-------------------------------|----------------------------------|--------------|
| ADJUSTER ASSIST, INC          | FEE FOR WORK ON FLOOD CLAIMS     | 7,124.00     |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020        | 6,446.32     |
| INDOFF                        | OFFICE SUPPLIES                  | 175.86       |
| MATRIX BUSINESS SYSTEMS       | COPIER EXPENSE                   | 214.89       |
| METLIFE GROUP BENEFITS        | DENTAL INSURANCE-NOV 2020        | 218.35       |
| METLIFE GROUP BENEFITS        | LTD INSURANCE-NOV 2020           | 65.75        |
| METLIFE GROUP BENEFITS        | LIFE INSURANCE-NOV 2020          | 49.61        |
| NEBRASKA IOWA SUPPLY CO       | FUEL FOR CITY VEHICLES           | 3,865.37     |
| ONE CALL CONCEPTS             | DIGGERS HOTLINE, MONTHLY LOCATES | 739.36       |
| U.S. CELLULAR                 | MONTHLY SERVICE-2020-10-4        | 301.04       |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES           | 49.00        |
|                               |                                  | <hr/>        |
|                               |                                  | \$ 19,249.55 |

### PARKS

|                               |   |              |
|-------------------------------|---|--------------|
| A-RELIEF SERVICES             | PORTABLE RESTROOMS                                | 332.00       |
| BEST CUT LAWN CARE            | MOWING -FOXRIDGE                                  | 2,762.82     |
| CAPITAL BUSINESS SYSTEMS, INC | COPIER EXPENSE                                    | 11.33        |
| COX BUSINESS SERVICES         | MONTHLY SERVICE-2020-10-23                        | 214.78       |
| DAY ELECTRIC SERVICE, INC     | TROUBLESHOOT SPRINKLER BOX, REPAIR<br>LIGHT POLES | 1,306.18     |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020                         | 8,089.18     |
| HGM ASSOCIATES INC            | AMPHITHEATER DESING-PROGRESS BILLING              | 3,960.43     |
| LANOHA NURSERIES              | TREES -WASHINGTON PARK                            | 2,470.00     |
| LANOHA NURSERIES              | LANDSCAPING-TREGARON                              | 1,192.50     |
| MENARDS                       | LUMBER, DRILL MIXER                               | 1,196.25     |
| METLIFE GROUP BENEFITS        | DENTAL INSURANCE-NOV 2020                         | 359.59       |
| METLIFE GROUP BENEFITS        | LIFE INSURANCE-NOV 2020                           | 102.36       |
| METLIFE GROUP BENEFITS        | LTD INSURANCE-NOV 2020                            | 112.24       |
| MIDWEST DCM, INC              | CDBG WASHINGTON PARK IMPROVEMENT                  | 12,823.35    |
| OMAHA PUBLIC POWER DISTRICT   | MONTHLY SERVICE-2020-10-27                        | 3,317.61     |
| TY'S OUTDOOR POWER & SERVICE  | REPLACE STOLEN SNOW BLADE                         | 7,922.92     |
| U.S. CELLULAR                 | MONTHLY SERVICE-2020-10-4                         | 191.90       |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES                            | 1,669.54     |
| WALKERS UNIFORM RENTAL        | UNIFORM SERVICE                                   | 13.42        |
| WESTLAKE ACE HARDWARE         | NYLON ROPE, ANCHORS, FLASHLIGHTS                  | 135.09       |
|                               |   | <hr/>        |
|                               |   | \$ 48,183.49 |

### RECREATION

|                               |                                |             |
|-------------------------------|--------------------------------|-------------|
| COX BUSINESS SERVICES         | MONTHLY SERVICE-2020-10-23     | 88.39       |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020      | 2,109.96    |
| FINISHED EDGE, INC            | REPAIR TO VEHICLE DAMAGE-REC 5 | 6,109.37    |
| METLIFE GROUP BENEFITS        | DENTAL INSURANCE-NOV 2020      | 65.38       |
| METLIFE GROUP BENEFITS        | LIFE INSURANCE-NOV 2020        | 25.12       |
| METLIFE GROUP BENEFITS        | LTD INSURANCE-NOV 2020         | 32.61       |
| U.S. CELLULAR                 | MONTHLY SERVICE-2020-10-4      | 64.57       |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES         | 141.22      |
|                               |                                | <hr/>       |
|                               |                                | \$ 8,636.62 |

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 17, 2020

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### BUILDING MAINTENANCE

|                                 |  |              |
|---------------------------------|--|--------------|
| AVI SYSTEMS                     | AVI AGREEMENT-EOC ROOM-COVID                                   | 10,121.67    |
| BIL-DEN GLASS                   | FURNISH, INSTALL TINTED GLASS-DIST 4                           | 2,982.00     |
| CARPENTER PAPER CO              | JANITORIAL SUPPLIES  | 671.64       |
| CONTROL MANAGEMENT              | AC SYSTEM NOT WORKING  | 260.00       |
| DAY ELECTRIC SERVICE, INC       | MOVE AND REPAIR PIPE UNDER SIDEWALK,<br>CHECK VOLTAGE          | 1,583.53     |
| EMPLOYEE BENEFITS SYSTEMS       | HEALTH INSURANCE-NOV 2020                                      | 8,258.48     |
| HILLYARD                        | JANITORIAL SUPPLIES  | 208.00       |
| IDEAL PURE WATER COMPANY        | BOTTLED WATER  | 30.00        |
| JACKSON SERVICES, INC           | DOOR MAT SERVICE-CITY BLDGS                                    | 202.80       |
| KB BUILDING SERVICES            | JANITORIAL SERVICES-NOV 2020                                   | 10,918.50    |
| MENARDS                         | SUPPLIES, LUMBER, ICE MELT, SPREADER,<br>HEATER, HEATING CABLE | 928.99       |
| METLIFE GROUP BENEFITS          | DENTAL INSURANCE-NOV 2020                                      | 228.83       |
| METLIFE GROUP BENEFITS          | LTD INSURANCE-NOV 2020   | 72.66        |
| METLIFE GROUP BENEFITS          | LIFE INSURANCE-NOV 2020  | 62.49        |
| MIDWEST PLASTIC INC             | SNEEZE GUARDS FOR COUNCIL CHAMBER                              | 250.00       |
| O'KEEFE ELEVATOR COMPANY        | ELEVATOR MAINTENANCE   | 464.81       |
| OMAHA PUBLIC POWER DISTRICT     | MONTHLY SERVICE-2020-10-27                                     | 1,060.43     |
| ROTO-ROOTER SERVICES CO         | CLEAR MAIN SEWER PIPE  | 512.00       |
| SECURITY EQUIPMENT              | ADDITIONAL ACCESS-EOC ROOM, MONITORING<br>SERVICE              | 3,398.00     |
| THE HOME DEPOT PRO-SUPPLY WORKS | JANITORIAL SUPPLIES  | 846.73       |
| TITANIUM FIRE SPRINKLER COMPANY | INTERNAL INSPECTIONS   | 2,915.00     |
| TRICO MECHANICAL SERVICES       | MAINTENANCE-DIST 1   | 939.48       |
| U.S. CELLULAR                   | MONTHLY SERVICE-2020-10-4                                      | 25.53        |
| US BANK VOYAGER FLEET SYSTEMS   | FUEL FOR CITY VEHICLES   | 370.13       |
| WESTLAKE ACE HARDWARE           | AUGER, SLIP JOINT NUTS, SUPPLIES,<br>WATERING CAN, SHOWER ROD  | 107.69       |
|                                 |  | <hr/>        |
|                                 |  | \$ 47,419.39 |

### CEMETERY

|                                  |                            |             |
|----------------------------------|----------------------------|-------------|
| COX BUSINESS SERVICES            | MONTHLY SERVICE-2020-10-23 | 83.39       |
| EMPLOYEE BENEFITS SYSTEMS        | HEALTH INSURANCE-NOV 2020  | 1,506.62    |
| METLIFE GROUP BENEFITS           | DENTAL INSURANCE-NOV 2020  | 65.38       |
| METLIFE GROUP BENEFITS           | LTD INSURANCE-NOV 2020     | 22.42       |
| METLIFE GROUP BENEFITS           | LIFE INSURANCE-NOV 2020    | 18.06       |
| OMAHA PUBLIC POWER DISTRICT      | MONTHLY SERVICE-2020-10-27 | 115.88      |
| PULVERENTE MONUMENT COMPANY, LLC | 4 MAUS DOORS               | 200.00      |
| U.S. CELLULAR                    | MONTHLY SERVICE-2020-10-4  | 49.46       |
| US BANK VOYAGER FLEET SYSTEMS    | FUEL FOR CITY VEHICLES     | 89.77       |
|                                  |                            | <hr/>       |
|                                  |                            | \$ 2,150.98 |

### STREETS

|                               |                                   |           |
|-------------------------------|-----------------------------------|-----------|
| ALFRED BENESCH & COMPANY      | PROFESSIONAL SERVICES-CAPEHART RD | 12,123.23 |
| AVERY RENTS                   | PROPANE                           | 98.67     |
| CAPITAL BUSINESS SYSTEMS, INC | COPIER EXPENSE                    | 23.57     |
| CARROLL CONSTRUCTION SUPPLY   | DUAL DRUM ROLLERS                 | 14,597.20 |
| COX BUSINESS SERVICES         | MONTHLY SERVICE-2020-10-23        | 274.17    |
| DIY HOLDING COMPANY, LLC      | 2020 CONCRETE PROJECTS            | 48,105.90 |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020         | 39,267.87 |
| INDEPENDENT SALT CO           | ICE CONTROL SALT                  | 14,729.65 |
| LOGAN CONTRACTORS SUPPLY      | WOOD GRADE STAKES                 | 32.50     |

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 17, 2020

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### STREETS (cont'd)

|  |   |                      |
|--|---|----------------------|
| MENARDS                                  | CABLE TIES, SUPPLIES, GLOVES, LUMBER,<br>BATTERIES, CLOCK | 830.39               |
| METLIFE GROUP BENEFITS                   | DENTAL INSURANCE-NOV 2020                                 | 980.70               |
| METLIFE GROUP BENEFITS                   | LIFE INSURANCE-NOV 2020                                   | 271.92               |
| METLIFE GROUP BENEFITS                   | LTD INSURANCE-NOV 2020                                    | 318.43               |
| MIDWEST FENCE COMPANY                    | MOBILIZATION, GUARD RAIL                                  | 3,250.00             |
| NEBRASKA DEPARTMENT OF<br>TRANSPORTATION | 2020 MAJOR STREET RESURFACING                             | 10,633.65            |
| NEWMAN SIGNS                             | SIGNS   | 968.02               |
| OMAHA PUBLIC POWER DISTRICT              | MONTHLY SERVICE-2020-10-27                                | 13,683.01            |
| OMNI                                     | ASPHALT   | 1,607.90             |
| PRECISE MRM LLC                          | POOLED DATA   | 690.00               |
| READY MIXED CONCRETE COMPANY             | CONCRETE  | 6,351.86             |
| RICHARD HERTZIG                          | REIMB FOR CDL   | 63.50                |
| SPARTAN NASH STORES, LLC                 | SUPPLIES FOR SNOW MEETING                                 | 44.95                |
| U.S. CELLULAR                            | MONTHLY SERVICE-2020-10-4                                 | 243.35               |
| US BANK VOYAGER FLEET SYSTEMS            | FUEL FOR CITY VEHICLES                                    | 3,609.85             |
| WALKERS UNIFORM RENTAL                   | UNIFORM SERVICE   | 13.42                |
| WESTERN ENGINEERING CO                   | ASPHALT   | 287.00               |
|  |   | <u>\$ 173,100.71</u> |

### FLEET MAINTENANCE

|                                 |   |           |
|---------------------------------|---|-----------|
| 911 CUSTOM, LLC                 | LED LIGHTS  | 395.00    |
| ALLIED OIL & TIRE COMPANY       | DIESEL EXHAUST FLUID  | 196.00    |
| ANDERSON INDUSTRIAL ENGINES CO  | RECOIL STARTER  | 67.93     |
| ARROW TOWING                    | HD WRECKER TOW  | 300.00    |
| AUTO VALUE PARTS - SOUTH OMAHA  | MARINE ANTIFREEZE, BLADE GUIDE                                  | 52.33     |
| AUTOMOTIVE WAREHOUSE DIST, INC  | PARTS, BLACKJACKS   | 1,517.49  |
| BAUM HYDRAULICS CORP            | FLANGE SCREW LOCKS  | 61.28     |
| BAXTER CHRYSLER DODGE JEEP      | STRUT TENSIONER, ARM, HOSE, THERMOSTAT,<br>CUSHION, HVAC MODULE | 1,328.12  |
| BAXTER FORD                     | MANIFOLD, PARTS   | 127.76    |
| BEARDMORE CHEVROLET             | HOUSING, BLADES   | 120.19    |
| BELLEVUE TIRE & AUTO SERVICE    | TIRES   | 2,793.00  |
| BOBCAT OF OMAHA                 | FILTERS, GASKET   | 244.11    |
| CAPITAL BUSINESS SYSTEMS, INC   | COPIER EXPENSE  | 41.59     |
| CORNHUSKER INTERNATIONAL TRUCKS | PARTS   | 197.97    |
| COX BUSINESS SERVICES           | MONTHLY SERVICE-2020-10-23                                      | 107.39    |
| DULTMEIER SALES LLC             | VALVE, ADAPTER, BUSHINGS, DUST CAP, PARTS                       | 593.30    |
| EMPLOYEE BENEFITS SYSTEMS       | HEALTH INSURANCE-NOV 2020                                       | 19,510.81 |
| FACTORY MOTOR PARTS CO          | PUMP ASSEMBLY, REMAN STARTER, FILTERS                           | 133.66    |
| FARM PLAN                       | REMAN COMPRESSOR, PARTS   | 685.83    |
| GRAINGER                        | PRIMARY WIRE  | 14.06     |
| GRAY MANUFACTURING CO, INC      | AIR JACK  | 1,521.00  |
| HENDERSON PRODUCTS, INC         | GEAR CASE   | 559.54    |
| INLAND TRUCK PARTS CO           | REMAN COMPRESSOR, CORE  | 516.49    |
| INTERSTATE BATTERIES            | BATTERIES   | 642.36    |
| J & J SMALL ENGINE SERVICE      | REPAIR SAW  | 64.50     |
| JIM HAWK TRUCK TRAILERS         | FIRE EXTINGUISHER, FUEL SUPPLEMENT                              | 137.98    |
| JONES AUTOMOTIVE                | PARTS FOR FC 11 & 12, BAR GRAPH DISPLAY,<br>LIGHTS              | 3,104.43  |
| KRIHA FLUID POWER CO            | FITTINGS  | 101.88    |

# MINUTE RECORD

CLAIMS FOR NOVEMBER 17, 2020

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**FLEET MAINTENANCE (cont'd)**

|                                    |   |                     |
|------------------------------------|---|---------------------|
| LEACH CAMPER SALES                 | INLET FOR BRUSH3  | 21.41               |
| LINE-X OF IRVINGTON                | UNDER SEAT STORAGE                                      | 180.00              |
| LOGAN CONTRACTORS SUPPLY           | STROBE LIGHT KIT  | 165.24              |
| MACQUEEN EQUIPMENT, LLC            | HAZARD STICKERS   | 167.69              |
| MATHESON TRI-GAS INC               | WELDING SUPPLIES  | 153.68              |
| MENARDS                            | CABLE, TOTE   | 23.89               |
| METLIFE GROUP BENEFITS             | DENTAL INSURANCE-NOV 2020                               | 490.35              |
| METLIFE GROUP BENEFITS             | LTD INSURANCE-NOV 2020                                  | 185.41              |
| METLIFE GROUP BENEFITS             | LIFE INSURANCE-NOV 2020                                 | 147.74              |
| MITCHELL 1                         | SOFTWARE RENEWAL  | 1,728.00            |
| MPH INDUSTRIES                     | TUNNING FORKS   | 732.86              |
| NAPA AUTO PARTS                    | TAPE, CLAMPS, BRAKE SWITCH, FILTERS,<br>BREATHER, PARTS | 907.73              |
| NEBRASKA IOWA INDUSTRIAL FASTENERS | SUPPLIES, DRILL BITS, TERMINALS,<br>CONNECTORS          | 764.73              |
| NUTS & BOLTS                       | NUTS  | 115.35              |
| OMAHA PUBLIC POWER DISTRICT        | MONTHLY SERVICE-2020-10-27                              | 1,189.53            |
| O'REILLY AUTOMOTIVE PARTS          | PLUGS, ANTIFREEZE, PUMP KIT                             | 433.91              |
| QUALITY TIRES, INC                 | TIRE TUBE, TIRES  | 215.00              |
| SERVICE EXPRESS CO                 | BULBS   | 10.68               |
| TOYNE, INC                         | TOP MOUNT CONTROL, FUEL CAP                             | 492.29              |
| U.S. CELLULAR                      | MONTHLY SERVICE-2020-10-4                               | 71.04               |
| UPS STORE                          | FREIGHT TO RETURN DEFECTIVE PARTS                       | 35.71               |
| US BANK VOYAGER FLEET SYSTEMS      | FUEL FOR CITY VEHICLES                                  | 604.01              |
| WALKERS UNIFORM RENTAL             | UNIFORM SERVICE   | 77.40               |
| WAYTEK, INC                        | PARTS FOR NEW CRUISERS                                  | 1,370.79            |
| WESTLAKE ACE HARDWARE              | COUPLING NUTS   | 7.16                |
|                                    |   | <b>\$ 45,427.60</b> |

**PLANNING**

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-NOV 2020 | 4,286.59           |
| GRETNA GUIDE & NEWS       | LEGAL AD                  | 27.54              |
| METLIFE GROUP BENEFITS    | DENTAL INSURANCE-NOV 2020 | 98.07              |
| METLIFE GROUP BENEFITS    | LIFE INSURANCE-NOV 2020   | 32.19              |
| METLIFE GROUP BENEFITS    | LTD INSURANCE-NOV 2020    | 40.68              |
|                           |                           | <b>\$ 4,485.07</b> |

**PERMITS & INSPECTIONS**

|                                |                                 |                      |
|--------------------------------|---------------------------------|----------------------|
| ANDERSON EXCAVATING & WRECKING | PARADISE LAKE DEMOLITION-FINAL  | 220,720.00           |
| DUDE SOLUTIONS, INC            | SOFTWARE FOR BUILDING PERMITS   | 40,171.70            |
| EMPLOYEE BENEFITS SYSTEMS      | HEALTH INSURANCE-NOV 2020       | 9,830.39             |
| IDEAL PURE WATER COMPANY       | BOTTLED WATER                   | 30.00                |
| JAMES SPUDIETT                 | REFUND 80% OF PERMIT FEE        | 189.80               |
| MARCO TECHNOLOGIES, LLC        | COPIER EXPENSE                  | 383.51               |
| METLIFE GROUP BENEFITS         | DENTAL INSURANCE-NOV 2020       | 228.83               |
| METLIFE GROUP BENEFITS         | LIFE INSURANCE-NOV 2020         | 66.10                |
| METLIFE GROUP BENEFITS         | LTD INSURANCE-NOV 2020          | 84.30                |
| NICOLE BELT                    | REFUND PERMIT REINSTALLMENT FEE | 121.57               |
| U.S. CELLULAR                  | MONTHLY SERVICE-2020-10-4       | 351.88               |
| US BANK VOYAGER FLEET SYSTEMS  | FUEL FOR CITY VEHICLES          | 722.05               |
|                                |                                 | <b>\$ 272,900.13</b> |

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 17, 2020

PAGE 7

### POLICE

|   |                                 |                      |
|---|---------------------------------|----------------------|
| ABOUT FENCE                                   | ADJUST PHOTO EYE-GATE           | 280.00               |
| ANDREW JASHINSKE                              | PROVIDE PER DIEM FOR TRAINING   | 280.50               |
| AUTO BODY AUTHORITY                           | TOW CHARGE                      | 336.00               |
| BELLEVUE FORT CROOK, LLC                      | RENT FOR K9 BUILDING-DEC 2020   | 1,248.00             |
| CAPITAL BUSINESS SYSTEMS, INC                 | COPIER EXPENSE                  | 247.85               |
| COX BUSINESS SERVICES                         | MONTHLY SERVICE-2020-10-23      | 184.99               |
| DON'S PIONEER UNIFORMS                        | UNIFORM ITEMS                   | 1,480.83             |
| EMPLOYEE BENEFITS SYSTEMS                     | HEALTH INSURANCE-NOV 2020       | 126,126.65           |
| GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC    | POLYGRAPH SERVICES              | 1,175.00             |
| GREAT PLAINS UNIFORMS                         | TACTICAL VEST-SHAFER            | 700.56               |
| INFOSAFE SHREDDING                            | SHREDDING SERVICE               | 180.00               |
| INPUT-ACE                                     | RENEW LICENSE TO MAY 2021       | 1,995.00             |
| INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE | RENEW MEMBERSHIP-STUKENHOLTZ    | 1,225.00             |
| JACKSON SERVICES, INC                         | DOOR MAT SERVICE-BPD            | 67.61                |
| KELLY FAIMAN                                  | CUSTOM POLICE MASKS             | 1,123.10             |
| LEFTA   | ANNUAL SUPPORT TO 9/30/2021     | 3,168.00             |
| LP POLICE                                     | POLICE PLAN FEE-OCT 2020        | 129.95               |
| MATRIX BUSINESS SYSTEMS                       | COPIER EXPENSE                  | 359.96               |
| METLIFE GROUP BENEFITS                        | DENTAL INSURANCE-NOV 2020       | 3,807.48             |
| METLIFE GROUP BENEFITS                        | LIFE INSURANCE-NOV 2020         | 870.01               |
| METLIFE GROUP BENEFITS                        | LTD INSURANCE-NOV 2020          | 1,647.55             |
| MIKE PETTIT                                   | PROVIDE PER DIEM FOR TRAINING   | 238.50               |
| MOTOROLA SOLUTIONS, INC                       | UPDATE RADIOS FOR ENCRYPTION    | 3,328.80             |
| PROJECT LIFESAVER INTERNATIONAL               | REPLACE ANTENNA                 | 99.73                |
| SARPY COUNTY TREASURER                        | LRMS MAINTENANCE AGREEMENT      | 19,477.37            |
| SCOTT MILLER                                  | PROVIDE PER DIEM FOR TRAINING   | 127.50               |
| SHELL SUPER STORE                             | CRUISER WASH                    | 7.50                 |
| SILVERSTONE GROUP, INC                        | CONSULTING-ABBOTT VS COB CALC   | 9,000.00             |
| SUNSET LAW ENFORCEMENT, LTD                   | AMMO                            | 1,201.18             |
| SWENSEN & ASSOCIATES                          | PROMOTIONAL PROCESS FOR CAPTAIN | 9,690.00             |
| TRAVELERS                                     | LIABILITY CLAIM                 | 1,163.88             |
| TRI-TECH FORENSICS, INC                       | EVIDENCE SUPPLIES               | 166.28               |
| U.S. CELLULAR                                 | MONTHLY SERVICE                 | 118.64               |
| U.S. CELLULAR                                 | MONTHLY SERVICE-2020-10-4       | 3,976.25             |
| US BANK VOYAGER FLEET SYSTEMS                 | FUEL FOR CITY VEHICLES          | 9,837.70             |
| VERIZON WIRELESS                              | MONTHLY SERVICE                 | 837.60               |
| VERIZON WIRELESS-VSAT                         | SMS INFO                        | 50.00                |
|   |                                 | <u>\$ 205,954.97</u> |

### FIRE & RESCUE

|                           |                                 |            |
|---------------------------|---------------------------------|------------|
| ACTION SIGNS              | LETTERING FOR NEW VEHICLES      | 500.00     |
| ANDERSON BROTHERS         | 2 FORD EXPEDITIONS, 1 FORD F350 | 119,195.00 |
| BOUND TREE MEDICAL, LLC   | MEDICAL SUPPLIES                | 2,633.08   |
| COX BUSINESS SERVICES     | MONTHLY SERVICE-2020-10-23      | 576.95     |
| EA MEDICAL, LLC           | UV LIGHTS FOR DISINFECTION      | 16,220.00  |
| ED M FELD EQUIPMENT CO    | LADDER REPAIRS                  | 3,600.00   |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-NOV 2020       | 70,442.60  |
| MATHESON TRI-GAS INC      | METHANE                         | 38.06      |
| MAX I WALKER              | UNIFORM CLEANING                | 14.05      |
| METLIFE GROUP BENEFITS    | DENTAL INSURANCE-NOV 2020       | 2,157.54   |
| METLIFE GROUP BENEFITS    | LIFE INSURANCE-NOV 2020         | 577.76     |
| METLIFE GROUP BENEFITS    | LTD INSURANCE-NOV 2020          | 942.36     |

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 17, 2020

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### FIRE & RESCUE (cont'd)

|                               |                            |                      |
|-------------------------------|----------------------------|----------------------|
| OMAHA PUBLIC POWER DISTRICT   | MONTHLY SERVICE-2020-10-27 | 6,169.98             |
| STRYKER SALES CORPORATION     | MEDICAL SUPPLIES-COVID     | 314,295.53           |
| U.S. CELLULAR                 | MONTHLY SERVICE-2020-10-10 | 1,318.44             |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES     | 5,425.29             |
|                               |                            | <u>\$ 544,106.64</u> |

### NON-DEPARTMENTAL/CONTRACTS

|                              |  |                     |
|------------------------------|--|---------------------|
| BENEFIT PLANS                | CIV RET PLAN-TPA FEES-JUL/SEP 2020             | 965.00              |
| CENTURY LINK                 | MONTHLY SERVICE-2020-10-20                     | 883.82              |
| COLLIERS INTERNATIONAL       | COMMISSION FUE FOR SERVICES                    | 5,400.00            |
| COX BUSINESS SERVICES        | MONTHLY SERVICE-2020-10-23                     | 430.81              |
| JUSTIN THOMS                 | CUSTOM FARMING-2020-2021                       | 7,636.75            |
| NEBRASKA WORKERS' COMP COURT | SELF INSURANCE ASSESSMENT FEE                  | 2,000.00            |
| NE-DEPARTMENT OF REVENUE     | FORM 94-WASTE REDUCTION AND RECYCLING-OCT 2020 | 25.00               |
| SARPY COUNTY COURT HOUSE     | ANIMAL CONTROL-DEC 2020                        | 13,452.93           |
|                              |  | <u>\$ 30,794.31</u> |

### INFORMATION TECHNOLOGY

|                        |                            |                    |
|------------------------|----------------------------|--------------------|
| DH WIRELESS SOLUTIONS  | MODEMS FOR COMPUTERS       | 1,261.06           |
| SHI INTERNATIONAL CORP | EXTENDED SERVICE AGREEMENT | 2,158.25           |
| TJ CABLE               | LOCATES                    | 150.00             |
| U.S. CELLULAR          | MONTHLY SERVICE-2020-10-4  | 40.29              |
|                        |                            | <u>\$ 3,609.60</u> |

### WASTEWATER

|                               |   |                     |
|-------------------------------|---|---------------------|
| COX BUSINESS SERVICES         | MONTHLY SERVICE-2020-10-23              | 83.39               |
| EMPLOYEE BENEFITS SYSTEMS     | HEALTH INSURANCE-NOV 2020               | 11,695.89           |
| LINCOLN WINWATER WORKS CO     | MANHOLE RINGS                           | 1,859.25            |
| MENARDS                       | VEST, GLOVES, MARKERS, MEETING SUPPLIES | 137.18              |
| METLIFE GROUP BENEFITS        | DENTAL INSURANCE-NOV 2020               | 359.59              |
| METLIFE GROUP BENEFITS        | LIFE INSURANCE-NOV 2020                 | 95.30               |
| METLIFE GROUP BENEFITS        | LTD INSURANCE-NOV 2020                  | 115.86              |
| MICHELLE JENNINGS             | REIMB FOR CDL                           | 63.50               |
| NEUVIRTH CONSTRUCTION, INC    | RELEASE RETAINAGE-LEAWOOD LIFT STATION  | 34,598.30           |
| OMAHA PUBLIC POWER DISTRICT   | MONTHLY SERVICE-2020-10-27              | 2,522.62            |
| U.S. CELLULAR                 | MONTHLY SERVICE-2020-10-10              | 355.92              |
| U.S. CELLULAR                 | MONTHLY SERVICE-2020-10-4               | 453.09              |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES                  | 1,300.24            |
| UTILITY EQUIPMENT COMPANY     | MAGNETIC LOCATOR                        | 850.00              |
|                               |   | <u>\$ 54,490.13</u> |

### COMMUNITY BETTERMENT

|                             |                            |                  |
|-----------------------------|----------------------------|------------------|
| OMAHA PUBLIC POWER DISTRICT | MONTHLY SERVICE-2020-10-27 | 100.18           |
|                             |                            | <u>\$ 100.18</u> |

### FEDERAL FORFEITURES

|                  |                 |                  |
|------------------|-----------------|------------------|
| VERIZON WIRELESS | MONTHLY SERVICE | 335.99           |
|                  |                 | <u>\$ 335.99</u> |

### BELLEVUE CITY MUNICIPAL BUILDING CORP

|                                 |                             |                     |
|---------------------------------|-----------------------------|---------------------|
| MMC MECHANICAL CONTRACTORS, INC | REPLACE BOILER-1500 WALL ST | 29,996.00           |
|                                 |                             | <u>\$ 29,996.00</u> |

|   |                        |
|---|------------------------|
| <b>TOTAL CLAIMS FOR NOVEMBER 17, 2020</b> | <b>\$ 1,559,742.89</b> |
| <b>TOTAL PAYROLL FOR OCTOBER 30, 2020</b> | <b>\$ 984,627.55</b>   |



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a.  
11/17/2020

|  |   |  |  |  |
|--|---|--|--|--|
| COUNCIL MEETING DATE: 11/17/2020                   |   | 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 Apple Bellevue LLC dba "Applebee's Neighborhood Grill & Bar" for Application for Class "I-123599" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 10401 S. 15th Street, Bellevue and Eric R. Ratliff as Manager

SYNOPSIS/BACKGROUND:

Apple Bellevue LLC dba "Applebee's Neighborhood Grill & Bar" for Application for Class "I-123599" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 10401 S. 15th Street, Bellevue and Eric R. Ratliff as Manager 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 publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

FISCAL IMPACT: \$765.00/year      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:

Recommend approval of application for Liquor License for Apple Bellevue, LLC dba "Applebee's Neighborhood Grill & Bar" at 10402 S. 15th Street, Bellevue and for Eric R. Ratliff as Manager.

ATTACHMENTS:

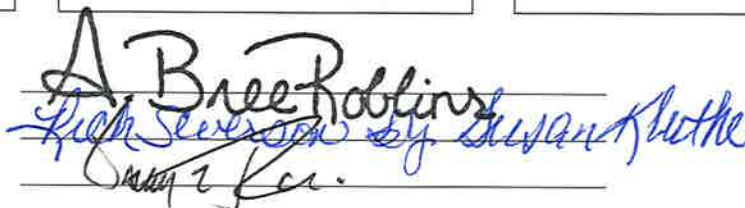
- |                  |                   |                    |
|------------------|-------------------|--------------------|
| 1. Application   | 2. Clerk's Report | 3. Planning Report |
| 4. Police Report | 5. _____          | 6. _____           |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: 11/17/2020 Due to City Clerk: 11/10/2020

Applicant: Apple Bellevue LLC dba "Applebee's Neighborhood Grill & Bar"

Location/Address: 10402 S. 15th Street, Bellevue, NE 68123

Requested Action:

Recommendation to approve replacing application for a Corporation name change of a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale, for Apple Bellevue dba "Applebee's Neighborhood Grill & Bar, at 10402 S. 15th Street, Bellevue, NE 68123 and Eric R. Ratliff as Manager.

Individuals to be Checked:

|    | <u>Name &amp; Address</u>                              | <u>DOB</u> |
|----|--|------------|
| 1. | <u>Eric R. Ratliff 18713 W. Street Omaha, NE 68135</u> | <u></u>    |
| 2. | <u></u>  | <u></u>    |

Comments:

No objection.

Signature of Reviewer:  Date: 11-6-20

# LIQUOR LICENSE APPLICATION REPORT

## City Clerk

APPLICANT: Apple Bellevue LLC dba "Applebee's Neighborhood Grill & Bar"

LOCATION/ADDRESS: 10402 S. 15<sup>th</sup> Street, Bellevue

REQUESTED ACTION: Recommendation to approve application for a Class "I-123599" Liquor License to sell beer, wine, and distilled spirits, On Sale Only at 10402 S. 15<sup>th</sup> Street, Bellevue, AND for ~~Tressa Polesley~~ as manager.

*Eric Roth*

DATE APPLICATION RECEIVED: 10/12/20

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 11/23/20

DATE ADVERTISED (not less than 7 nor more than 14 days): 11/4/20

### CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 1

Class B (Beer off sale only): 0

Class C (Alcoholic liquor, on and off sale): 24

Class D (Alcoholic liquor, off sale only): 27

Class I (Alcoholic liquor on sale only): 29

Class K (Catering License with Class B, C or D license): 5

Class X (Wholesale Liquor) 1

TOTAL 87

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

**DATE OF CITY COUNCIL PUBLIC HEARING:** November 17, 2020

**DATE REPORT DUE TO CITY CLERK:** November 9, 2020

**APPLICANT:** Apple Bellevue LLC dba "Applebee's Neighborhood Grill & Bar"

**ADDRESS:** 10402 S. 15<sup>th</sup> Street, Bellevue

**REQUESTED ACTION:** Recommendation to approve application for Corporation Name Change for a Class "I-123599" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, 10402 S. 15<sup>th</sup> Street, Bellevue, and for *Eric Attili* Tressa Polsley as Manager.

**BACKGROUND:** Currently they have Liquor License but are doing a Corporation Name Change

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

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

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

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

**EXISTING LAND USE:** Commercial/Restaurant

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

**ADJACENT LAND USE AND ZONING:**

**NORTH:** Commercial/Restaurant, BG (General Business)

**SOUTH:** Commercial/Retail, BG-PCO (General Business-Planned Center Overlay)

**EAST:** Commercial/Retail, BG (General Business)

**WEST:** Commercial/Restaurant, BG (General Business)

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

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

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

**IMMEDIATE NEIGHBORHOOD/AREA LAND USES:** This is a commercial/retail area known as Wolf Creek. It is a mixture of restaurant, retail, and service type businesses.

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

**ANALYSIS OF NEIGHBORHOOD EFFECTS:**

**TRAFFIC:** No impact expected.

**STREET/ACCESS:** No impact expected.

**PEDESTRIAN:** No impact expected.

**NOISE:** No impact expected.

**LIGHTING:** No impact expected.

**GENERAL COMMENTS:** This is a strictly commercial area which would support liquor sales.

**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

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

*Bellevue*

|   |                                 |
|---|---------------------------------|
| <b>RECEIVED</b>                               |                                 |
| MAR 02 2020                                   |                                 |
| <b>NEBRASKA LIQUOR<br/>CONTROL COMMISSION</b> |                                 |
| Hot List: YES / <u>NO</u>                     | New/Replacing # <u>051854</u>   |
| Class Type <u>I</u>                           | <b>123599</b> Initial <u>KF</u> |


Applicant name Apple Bellevue, LLC  
 Trade name Applebee's Neighborhood Grill & Bar  
 Previous trade name \_\_\_\_\_  
 Contact email address LSimon@Sasnak.com kmuse@thrivefy.com

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

*Clum hx*      *TOP*      *base 7-31-2040*

|  |   |
|--|---|
| <del>LL Phone #</del><br><del>base</del><br><del>Manager app</del><br><del>signature</del><br><del>Assets of form 103</del><br><del>Business package</del><br><del>Business Plan</del> | <del>LLC - Nebraska</del><br><del>103</del><br><del>Diagram</del><br><del>County</del><br><del>Fingerprint</del><br><del>President, Manager</del><br><del>Specimen of form 116</del><br><del>Form 117's</del> |
|--|---|

*Per applicant request app put on hold due to Covid. J. Manuka approved.*  
*1 of 4 = 400*

|  |  |
|--|--|
| Office use only<br>PAYMENT TYPE <u>CK 2094</u><br>AMOUNT: <u>1,400</u><br>Received: <u>PKR</u> | <br>2000010153 |
|--|--|

FORM 100  
REV FEB 2017

RECEIVED

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

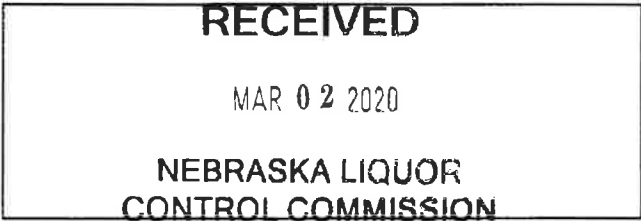
**I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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



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

**RETAIL LICENSE(S)**

Application Fee \$400 (nonrefundable)

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

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

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

Class C license term runs from November 1 – October 31  
All other licenses run from May 1 – April 30  
Catering license (K) expires same as underlying retail license

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

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

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

Name \_\_\_\_\_ Phone number: \_\_\_\_\_

Firm Name \_\_\_\_\_

**TRADE NAME AND ADDRESS**

Trade Name (doing business as) Applebee's Neighborhood Grill & Bar

Street Address #1 10402 S 15th St.

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

City Bellevue County Sarpy 59 Zip Code 68123

Premises Telephone number 402-293-8400

Business e-mail address TPAGE@HURVEIG.COM

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

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

Name Legacy Apple II, LLC

Street Address #1 1877 N Rock Road

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

City Wichita State KS Zip Code 67206

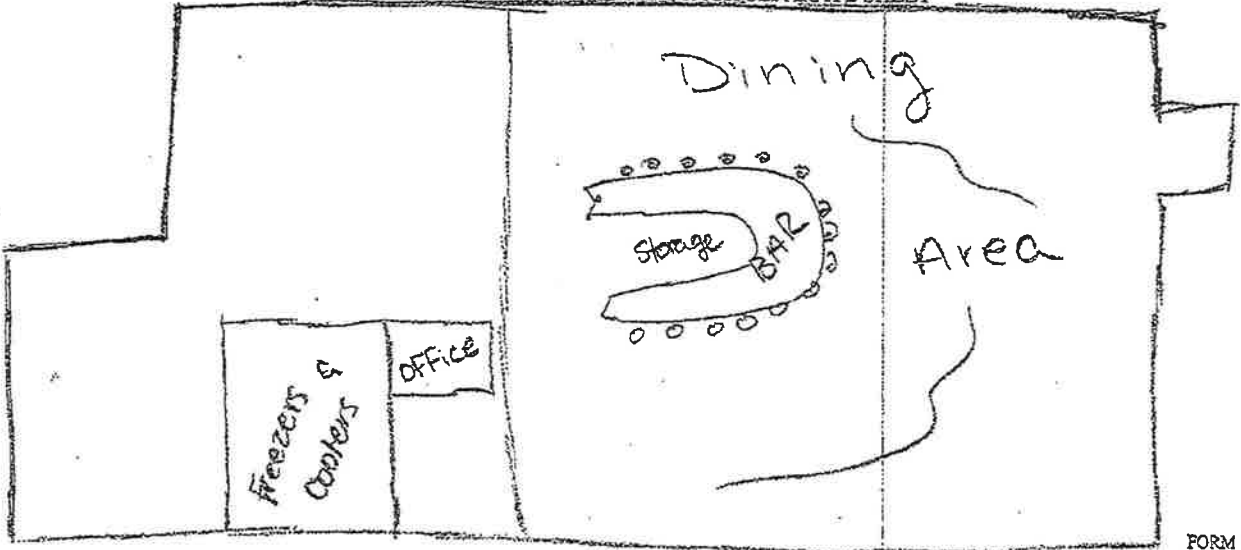
**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

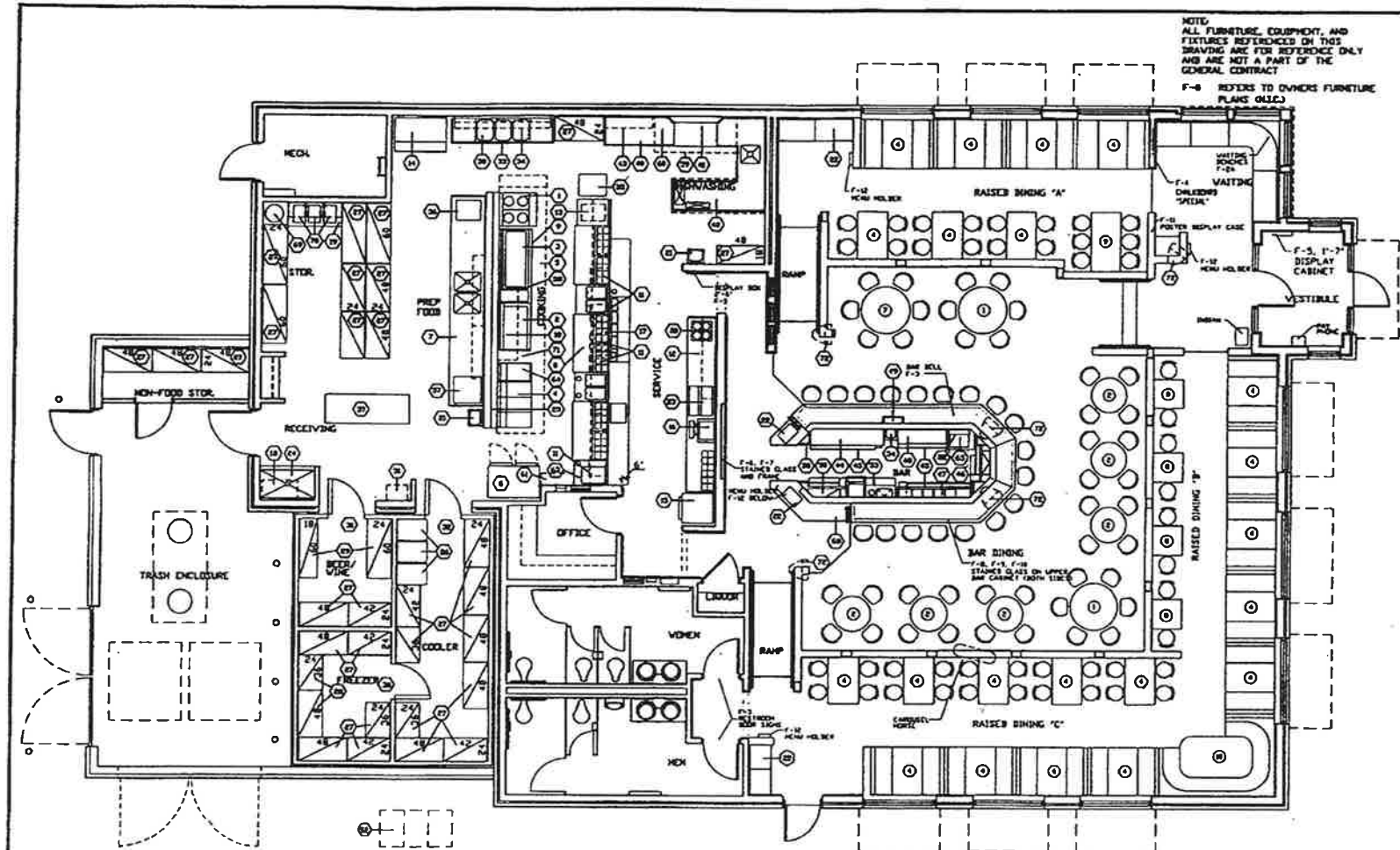
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions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

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

Building: length 96'-11" x width 57'-9" in feet  
Is there a basement? Yes \_\_\_\_\_ No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet  
Is there an outdoor area? Yes \_\_\_\_\_ No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet 4738 sq Ft

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





NOTE:  
ALL FURNITURE, EQUIPMENT, AND  
FIXTURES REFERENCED ON THIS  
DRAWING ARE FOR REFERENCE ONLY  
AND ARE NOT A PART OF THE  
GENERAL CONTRACT  
F-8 REFERS TO OTHER FURNITURE  
PLANS (SIC)

- NOTES
1. BENCH/STOVE/STOVE COOPERATION
  2. FLOOR FINISH
  3. CHAIRS
  4. CHAIRS
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  100. CHAIRS

| TOPS         | TABLES | SEATS |
|--------------|--------|-------|
| 2            | 4      | 8     |
| 4            | 27     | 108   |
| 0            | 5      | 30    |
|              |        | 30    |
|              |        | 140   |
| BAR SEATS:   |        | 18    |
| TOTAL SEATS: |        | 164   |



Applebee's  
Neighborhood Grill & Bar

SEATING and EQUIPMENT PLAN  
1/4"=1'-0" Bellevue 4738 SQ. FT.



**APPLICANT INFORMATION**

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

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

       YES  NO

If yes, please explain below or attach a separate page

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

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

       YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

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

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

YES        NO

If yes, give name and license number \_\_\_\_\_ I-051854

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

       YES  NO

If yes:

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

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

YES  NO

If yes, list the lender(s) Intrust Bank, Wichita KS

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

YES  NO

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

---

**No silent partners**

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

YES  NO

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

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

YES  NO

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

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

---

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

YES  NO

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

---

X 10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.  
a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

---

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

**See attached**

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

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

NLCC certified training program completed:

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

List of NLCC certified training programs

Experience:

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

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

- Lease: expiration date 7-31-2040  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? April 1, 2020

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

16. What are the anticipated hours of operation? 11 AM - 12 AM Mon - Sun

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

| RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE |      |         |                          |      |         |
|--|------|---------|--------------------------|------|---------|
| APPLICANT: CITY & STATE  | YEAR |         | SPOUSE: CITY & STATE     | YEAR |         |
|  | FROM | TO      |                          | FROM | TO      |
| Jonathan Rolph Wichita, KS   |      | current | Lauren Rolph Wichita, KS |      | current |
| Greg Stroud Wichita, KS  |      | current | Tally Stroud Wichita, KS |      | current |
| Caroline Gadbury Wichita, KS   |      | current | Ryan Gadbury Wichita, KS |      | current |
|  |      |         |                          |      |         |
|  |      |         |                          |      |         |

If necessary attach a separate sheet.

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

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

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

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

  
\_\_\_\_\_  
Signature of Applicant

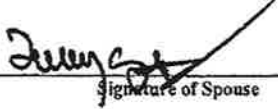
Jonathan Rolph  
\_\_\_\_\_  
Print Name

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

Lauren Rolph  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of Applicant

Gregory Stroud  
\_\_\_\_\_  
Print Name

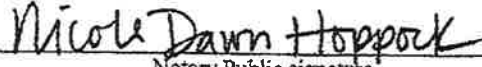
  
\_\_\_\_\_  
Signature of Spouse

Tally Stroud  
\_\_\_\_\_  
Print Name

ACKNOWLEDGEMENT

Kansas  
State of ~~Nebraska~~  
County of Sedgwick  
2/26/20  
date

The foregoing instrument was acknowledged before me this  
Jon Rolph & Greg Stroud  
name of person(s) acknowledged (individual(s) signing)

  
\_\_\_\_\_  
Notary Public signature




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

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

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

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

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

  
\_\_\_\_\_  
Signature of Applicant

Caroline Gadbury  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name

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

Ryan Gadbury  
\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Print Name

ACKNOWLEDGEMENT

State of Kansas  
~~Nebraska~~  
County of Sedgwick  
\_\_\_\_\_  
2/25/20  
date

The foregoing instrument was acknowledged before me this

by Caroline Gadbury  
name of person(s) acknowledged (individual(s) signing)

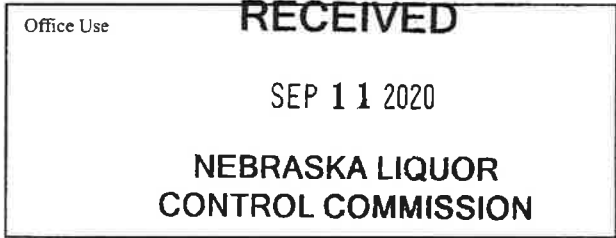
Nicole Dawn Hopcock  
Notary Public signature



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

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

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



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

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

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

Name of Registered Agent: Caroline Gadbury

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

Applebee's Neighborhood Grill & Bar

LLC Address: 10402 S. 15th Street

City: Bellevue State: NE Zip Code: 68123

LLC Phone Number: 316-978-9508 LLC Fax Number: 316-681-2481

Name of Managing/Contact Member

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

Last Name: Rolph First Name: Jonathan MI: D

Home Address: 1121 N. Glenmoor Ct City: Wichita

State: KS Zip Code: 67206 Home Phone Number: 316-978-9508

J Rolph  
Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

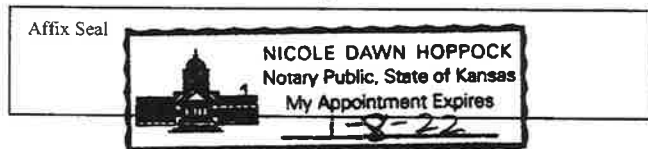
State of ~~Nebraska~~ Kansas  
County of Sedgwick

9/8/2020  
Date

Nicole Dawn Hoppock

The foregoing instrument was acknowledged before me this

by Jon Rolph  
name of person acknowledge



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

Last Name: Rolph First Name: Jonathan MI: K  
Social Security Number [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Lauren Rolph  
Spouse Social Security Number [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 0%

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

---

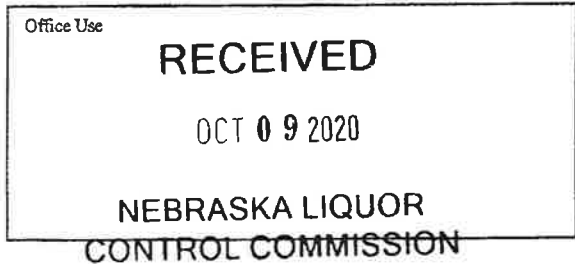
Last Name: Stroud First Name: Gregory MI: A  
Social Security Number [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Tally Stroud  
Spouse Social Security Number [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 0%

---

Last Name: Gadbury First Name: Caroline MI: V  
Social Security Number [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Ryan Gadbury  
Spouse Social Security Number [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 0%

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



**XXX** I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

**XXX** I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Lauren Rolph  
Signature of **NON-PARTICIPATING SPOUSE**  
**Lauren Rolph**  
Print Name

[Signature]  
Signature of **APPLICANT**  
**Jonathan Rolph**  
Print Name

State of Kansas, County of Sedgwick

State of Kansas, County of Sedgwick

The foregoing instrument was acknowledged before me  
this October 8, 2020 (date)

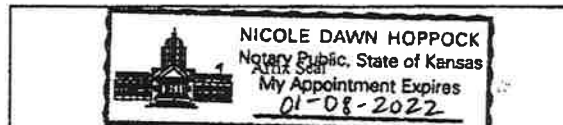
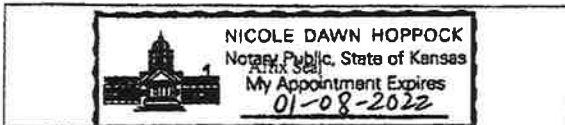
The foregoing instrument was acknowledged before me  
this October 8, 2020 (date)

by Lauren Rolph  
Name of person acknowledged  
(Individual signing document)

by Jon Rolph  
Name of person acknowledged  
(Individual signing document)

Nicole Dawn Hopcock  
Notary Public Signature

Nicole Dawn Hopcock  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

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

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

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

YES

NO

If yes, provide the following:

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

---

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

Starting Date: January Ending Date: December

---

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

**CONTROLLING CORPORATION  
INSERT**

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

|            |
|------------|
| Office Use |
|------------|

**Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126**

**Name and address of the controlling corporation of the applying corporation**

Controlling Corporation Name: Legacy Apple II, LLC

Controlling Corporation Address: 1877 N Rock Rd

City: Wichita State: KS Zip Code: 67206

**Provide the names of the top four officer/members of the controlling corporation**

1. Full Name: Jonathan D. Rolph

Job Title: President

2. Full Name: Gregory A. Stroud

Job Title: VP/Secretary

3. Full Name: Caroline Gadbury

Job Title: Controller/Treasurer

4. Full Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

#123599

**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

Office Use  
**RECEIVED**  
OCT 27 2020  
NEBRASKA LIQUOR  
CONTROL COMMISSION

**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

~~Corporate information~~

Name of Corporation/LLC: Apple Bellevue, LLC

~~Premise information~~

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

Premise Trade Name/DBA: Applebee's Neighborhood Grill & Bar

Premise Street Address: 10402 S 15th St

City: Bellevue County: Sarpy Zip Code: 68123

Premise Phone Number: (402) 293-8400

Premise Email address: KMUSE@THRIVERG.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](#).



**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)



2000010846

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

Last Name: Ratliff First Name: Eric MI: R  
 Home Address: 18713 W Street  
 City: Omaha County: Douglas Zip Code: 68135  
 Home Phone Number: (402) 630-3611  
 Driver's License Number & State: [REDACTED] Nebraska  
 Social Security Number: [REDACTED]  
 Date Of Birth: [REDACTED] Place Of Birth: Omaha  
 Email address: Ratliff\_eric@yahoo.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 |
|--------------|-----------|---------|--------------|-----------|---------|
| Omaha, NE    | 1982      | 2020    |              |           |         |
|              |           |         |              |           |         |
|              |           |         |              |           |         |

**MANAGER'S LAST TWO EMPLOYERS**

| YEAR FROM TO |      | NAME OF EMPLOYER | NAME OF SUPERVISOR | TELEPHONE NUMBER |
|--------------|------|------------------|--------------------|------------------|
| 2019         | 2020 | Applebees        | Jeff Graham        | (616) 393-5831   |
| 2014         | 2019 | Ameristar Casino | Kyle Samples       | (402) 660-7000   |

**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 |
|-------------------|------------------------------|--------------------------------|-----------------------|-------------|
| Eric Ratiff       | 04/2003                      | Omaha, NE                      | DUI                   | Fines       |
|                   |                              |                                |                       |             |
|                   |                              |                                |                       |             |
|                   |                              |                                |                       |             |
|                   |                              |                                |                       |             |

**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: Servsafe Name on Certificate: Eric Rutledge

| Applicant Name | Date (mm/yyyy) | Name of program (attach copy of course completion certificate) |
|----------------|----------------|--|
| Eric Rutledge  | 07/2016        | Servsafe   |
|                |                |  |
|                |                |  |
|                |                |  |
|                |                |  |
|                |                |  |

\*For list of NLCC Certified Training Programs see training

Experience:

| Applicant Name / Job Title | Date of Employment: | Name & Location of Business: |
|----------------------------|---------------------|------------------------------|
| <del>Eric Rutledge</del>   |                     |                              |
|                            |                     |                              |
|                            |                     |                              |
|                            |                     |                              |
|                            |                     |                              |
|                            |                     |                              |
|                            |                     |                              |
|                            |                     |                              |

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.*

Signature of Manager Applicant

Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska

County of Douglas

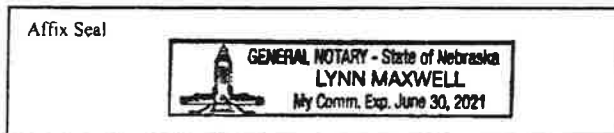
The foregoing instrument was acknowledged before me this

25<sup>th</sup> day of September 2020  
date

by Eric R. Pottliff

NAME OF PERSON BEING ACKNOWLEDGED

Lynn Maxwell  
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.

OMAHA-DOUGLAS COUNTY HEALTH DEPARTMENT  
Vital Statistics Section

CERTIFICATE OF LIVE BIRTH

126-

412568

|   |                          |   |   |   |                                   |
|---|--------------------------|---|---|---|-----------------------------------|
| 1. CHILD - NAME<br>FIRST MIDDLE LAST<br><b>Eric Roger Ratliff</b>   |                          |   | 2. SEX<br><b>Male</b>   | DATE OF BIRTH (Month, Day, Year)<br><b>[REDACTED]</b>                               | TIME<br><b>3:35a</b>              |
| 4a. HOSPITAL - NAME (if not in hospital, give street and number)<br><b>Methodist Hospital</b>   |                          | INSIDE CITY LIMITS (Specify Yes or No)<br><b>Yes</b>              | CITY, TOWN, OR LOCATION OF BIRTH<br><b>Omaha</b>  |   | COUNTY OF BIRTH<br><b>Douglas</b> |
| I certify that the printed information concerning this child is true to the best of my knowledge and belief.<br>5a. (Signature) <b>/s/ Dennis Beavers, M.D.</b> |                          |   | DATE SIGNED (Month, Day, Year)<br><b>1-12-83</b>  | NAME AND TITLE OF ATTENDANT IF OTHER THAN CERTIFIER<br><b>M.D.</b>                  |                                   |
| CERTIFIER - NAME AND TITLE (Type or print)<br><b>Dennis Beavers, M.D.</b>   |                          |   | MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)<br><b>6720 North 87th Street Omaha, Neb. 68111</b> |   |                                   |
| 7a. REGISTRAR - SIGNATURE<br><b>Daniel J. Hartwig, M.P.H.</b>   |                          |   | DATE RECEIVED BY REGISTRAR<br>MONTH: <b>JAN</b> DAY: <b>21</b> YEAR: <b>1983</b>                                    |   |                                   |
| 7b. MOTHER - MAIDEN NAME<br>FIRST MIDDLE LAST<br><b>Laura Jeannette Anderson</b>  |                          |   | AGE (at time of this birth)<br><b>32</b>  | CITY AND STATE OF BIRTH (if not in U.S.A., Name Country)<br><b>Omaha Nebraska</b>   |                                   |
| 8a. RESIDENCE - STATE<br><b>Nebraska</b>  | COUNTY<br><b>Douglas</b> | CITY, TOWN, OR LOCATION, (include zip code)<br><b>Omaha 68137</b> | INSIDE CITY LIMITS (Specify Yes or No)<br><b>Yes</b>  | STREET AND NUMBER<br><b>6720 N Circle</b>   |                                   |
| 9. MOTHER'S MAILING ADDRESS - Enter if not same as residence:   |                          |   |   |   |                                   |
| 11a. FATHER - NAME<br>FIRST MIDDLE LAST<br><b>Paul Allen Ratliff</b>  |                          |   | AGE (at time of this birth)<br><b>42</b>  | CITY AND STATE OF BIRTH (if not in U.S.A., Name Country)<br><b>Wayland Nebraska</b> |                                   |
| 12a. other informant<br><b>Laura Ratliff</b>  |                          |   | RELATION TO CHILD<br><b>Mother</b>  |   |                                   |

This certifies this document to be a true copy of an original record on file with the Vital Statistics Section of the Douglas County Health Department, Omaha, Nebraska. Certified copies must have a raised seal in the area to the left. Reproductions of this green certificate are not legal copies.

Date issued: **MAY 10 1985**

**Daniel J. Hartwig, M.P.H.**  
(Registrar)



[Back to Lookup](#) / [Registrant Detail](#)

# Eric R Ratliff

Political Party  
Republican

Precinct  
08-46

## Election Details

11/03/2020 2020 General Election

We did not find an absentee or provisional ballot associated with the selected election.

## Polling Location

The Water's Edge Church

19600 Harrison Street Gretna, NE 68028

[View larger map](#)



Harrison St

Google



19600 Harrison Street

HARRISON  
PARK WEST

Harrison St

S 192nd St

RMap data ©2020

## Ballot Styles

333

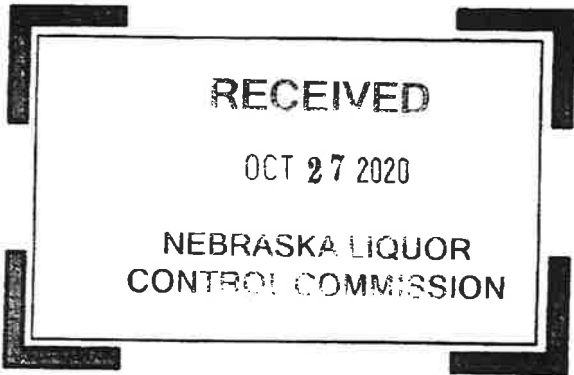
## Districts

[Show](#)

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**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/psp](http://www.ne.gov/go/psp)  
Or a check made payable to NSP can be mailed directly to the following address:  
\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\*

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

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

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

Trade Name: Applebee's Neighborhood Grill & Bar

Name of Person Bring Fingerprinted: Eric Ratliff

Date of Birth: [REDACTED] Last 4 SSN: 6486 Date fingerprints were taken: 9/25/20

Location where fingerprints were taken: Nebraska State Patrol

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

[Signature]  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



# ServSafe® CERTIFICATION

ERIC RATLIFF

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI) Conference for Food Protection (CFP).

13906582

EXAM NUMBER

10484

EXAM FORM NUMBER

7/31/2021

DATE OF EXAMINATION  
Local laws apply. Check with your local health department for recertification requirements.

7/31/2021

DATE OF EXPIRATION  
Check with your local health department for recertification requirements.



#0885

Signature

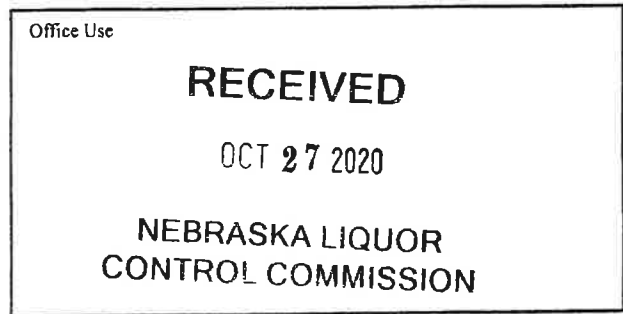
Signature

In accordance with Maritime Labour Convention  
©2015 National Restaurant Association  
National Restaurant Association logos are trademarks of the NRAA.



**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](http://www.lcc.nebraska.gov)



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

**MANAGER MUST:**

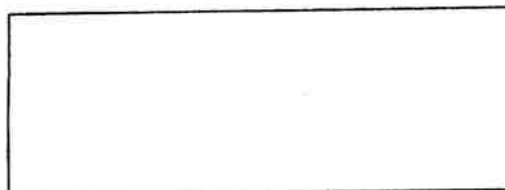
- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in 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



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
11/17/2020

|   |   |   |  |
|---|---|---|--|
| COUNCIL MEETING DATE: 10/20/2020        |   | SUBMITTED BY: 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 Section 6-22 of the Bellevue Municipal Code pertaining to Restraint - Dogs.

SYNOPSIS/BACKGROUND:

The City has been continually reviewing city code for areas that may amended and/or repealed. During review, section 6-22 pertaining to Restraints - Dogs was identified as a section that required amendments.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance to amend Section 6-22 pertaining to Restraint - Dogs.

ATTACHMENTS:

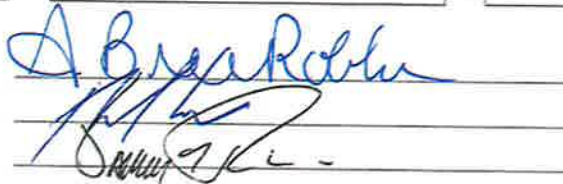
|   |  |   |                      |   |                      |
|---|--|---|----------------------|---|----------------------|
| 1 | <input type="text" value="Red-Lined"/> | 2 | <input type="text"/> | 3 | <input type="text"/> |
| 4 | <input type="text"/>                   | 5 | <input type="text"/> | 6 | <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4019

AN ORDINANCE TO AMEND SECTION 6-22 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO RESTRAINT - DOGS, TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 6-22 of the Bellevue Municipal Code is of the Bellevue Municipal Code is hereby amended to read as follows:

SEC. 6-22. - RESTRAINT—DOGS.

- (a) It shall be unlawful for the owner of any dog within the city to fail to keep his dog securely restrained or otherwise confined in or upon his premises in an enclosure sufficient to contain the dog.
- (b) Each animal shall be separately tethered. No animal shall be tethered outdoors in excess of 15 minutes at any one time unless an owner, custodian or person responsible for the animal, 19 years of age or older, is present in the same yard in which the animal is tethered. The tether shall be at least five times the length of the animal's body as measured from the tip of the nose to the base of the tail, terminates at each end with a swivel, weighs no more than one-eighth of the animal's weight, is free of tangles, prevents strangulation or injury and prevents the animal from being within 15 feet from the edge of any public street or sidewalk. Provided, that if the tethering method is a trolley system, at least 15 feet in length and less than seven feet above ground, and meets the foregoing tether requirements, the animal may be tethered outdoors for up to one hour with an owner, custodian or person responsible for the animal, 19 years of age or older, in the same yard in which the animal is tethered.
- (c) In addition to the sanctions which may be imposed by law, any person who fails to keep his dog securely restrained or otherwise confined as required by this section shall pay the following penalties:
  - (1) For the first violation, a penalty in the sum of \$100.00.
  - (2) For the second violation within 24 months of the first violation, a penalty in the sum of \$250.00.
  - (3) For the third violation within 24 months of the first violation, and each subsequent violation thereafter, a penalty in the sum of \$500.00.

~~(d) Such penalties shall be paid to the animal control authority and shall be used solely for enforcement activities.~~

~~Section 2. That Section 6-22 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.~~

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

ATTEST:

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

\_\_\_\_\_  
Mayor

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

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

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

APPROVED AS TO FORM:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a.  
11/17/2020

|                                  |                          |                          |                                     |                      |                          |
|----------------------------------|--------------------------|--------------------------|-------------------------------------|----------------------|--------------------------|
| COUNCIL MEETING DATE: 11/17/2020 |                          | 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 checked="" type="checkbox"/> | PUBLIC HEARING       | <input type="checkbox"/> |
| RESOLUTION                       | <input type="checkbox"/> | CURRENT BUSINESS         | <input type="checkbox"/>            | OTHER                | <input type="checkbox"/> |

SUBJECT:

Approval of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. General Location: 11715 South 60th Street. Case #: Z-2009-13.

SYNOPSIS/BACKGROUND:

Ryan Steele has requested a rezoning on the property at 11715 South 60th Street from AG to ML to enable light manufacturing development. The property consists of approximately 19.5 acres. The ML zoning is not consistent with the Comprehensive Plan which designates this property as low density residential. The ML zoning 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 purpose of the zoning regulations. Site plan approval is not required for the ML zoning district and this specific request therefore, if the property is rezoned any permitted accessory use allowed in the ML zoning district would be allow on the property. Examples of permitted uses include, but are not limited to: commercial parking lots, kennels, light manufacturing including assembly, fabrication and processing of products, self storage facilities (indoor and outdoor), and highway maintenance yards, or buildings.

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 DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended Denial of this request.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet
2. Staff Report
3. Rezoning Ordinance
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*  
*Rick Severson by Susan Kerthe*  
*Jan 7 2020*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Ryan Steele

CASE #: Z-2009-13

CITY COUNCIL HEARING DATE: December 1, 2020

REQUEST: to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE, from AG to ML for the purpose of light industrial development.

On October 22, 2020 the City of Bellevue Planning Commission voted seven yes, one no, one absent and zero abstained:

**DENIAL** of the change of zone based upon the perceived negative impact upon the surrounding area, as well as lack of conformance to the Comprehensive Plan.

### VOTE:

| Yes: | Seven:    | No: | One:  | Abstain: | Zero: | Absent: | One: |
|------|-----------|-----|-------|----------|-------|---------|------|
|      | Casey     |     | Aerni |          |       |         | Cain |
|      | Perrin    |     |       |          |       |         |      |
|      | Ackley    |     |       |          |       |         |      |
|      | Hankins   |     |       |          |       |         |      |
|      | Cutsforth |     |       |          |       |         |      |
|      | Jacobson  |     |       |          |       |         |      |
|      | Ritz      |     |       |          |       |         |      |

Planning Commission Hearing (s) was held on: October 22, 2020

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBER:** Z-2009-13

**FOR HEARING OF:**

**REPORT #1:** October 22, 2020

**REPORT #2:** December 1, 2020

### **I. GENERAL INFORMATION**

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

Ryan Steele  
13951 Valley Ridge Drive  
Omaha, NE 68138

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

Ryan Steele  
13951 Valley Ridge Drive  
Omaha, NE 68138

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

11715 South 60<sup>th</sup> Street

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

Tax Lot 14, located in the Southwest  $\frac{1}{4}$  of Section 31, T14N, R13E of the 6<sup>th</sup> P.M.,  
Sarpy County, Nebraska.

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

Rezone Tax Lot 14, from AG to ML.

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

AG, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning for the purpose of light industrial development.

**H. SIZE OF SITE:**

The site is approximately 19.5 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and most recently used agriculturally. A storage building currently sits on a part of the northwest portion of the property.

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

- 1. **North:** Agriculture, AG
- 2. **East:** Agriculture, AG
- 3. **South:** Agriculture, AG
- 4. **West:** Agriculture, AG (Papillion's zoning jurisdiction)

**C. REVELANT CASE HISTORY:**

On October 22, 2020 the Planning Commission recommended denial of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development.

**D. APPLICABLE REGULATIONS:**

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 property as low density residential.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. The most recent traffic data from MAPA estimates approximately 3,700 vehicles per day along northbound 60<sup>th</sup> Street and 600 vehicles per day along southbound 60<sup>th</sup> Street near this property.
2. The property has access from South 60<sup>th</sup> Street. South 60<sup>th</sup> Street is presently an unimproved gravel road.

**D. UTILITIES:**

No utilities are available to this property.

**E. ANALYSIS:**

1. Ryan Steele has submitted a request to rezone Tax Lot 14, from AG to ML (Light Manufacturing) for the purpose of light industrial development.
2. The purpose of the ML (Light Manufacturing) zoning 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. 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 purpose of the zoning regulations.
3. The applicant has submitted a conceptual site plan and has indicated his development will consist of private small business warehousing and co-working office spaces. The applicant has indicated he will have space for indoor and outdoor storage.

The applicant's justification statement is attached to this report.

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

No comments were received on this case.

5. Although the applicant has submitted conceptual plans, site plan approval is not required for the ML zoning district and this specific request. If the property is rezoned, any permitted or accessory use allowed in the ML zoning district would be allowed on this property. Examples of permitted uses include, but are not limited

to: commercial parking lots, kennels, light manufacturing including assembly, fabrication and processing of products, self storage facilities (indoor and outdoor), and highway maintenance yards or buildings.

6. There is no public water or sanitary sewer presently serving this property. The closest water and sanitary sewer are located in the Lakewood Villages subdivision to the east, or farther to the north along the Highway 370 corridor. As such, the applicant does not intend to extend these utilities to service his development.

7. If this property is rezoned for light industrial use, future adjoining development would be responsible for the landscaping bufferyard requirements per Section 9, Zoning Ordinance.

8. The Future Land Use Map designates this area as low density residential. The adjoining properties are designated for agricultural use and low density residential. The western edge of the city's jurisdiction is South 60<sup>th</sup> Street. The City of Papillion has zoning jurisdiction to the west of this property.

9. Given the wide range of permitted uses in the ML zoning district, staff is opposed to this spot zoning. Staff believes light industrial zoning does not fit into the area now, or in the future based on the lack of infrastructure, the surrounding neighborhood, and lack of conformance to the Comprehensive Plan.

10. City staff is not in favor of any type of contractual zoning agreement. Land use should be considered in this application, and whether or not the city is comfortable with the wide range of uses allowed in the requested ML zoning designation short-term as well as long-term.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

DENIAL of the change of zone based upon the perceived negative impact upon the surrounding area, as well as lack of conformance to the Comprehensive Plan.

**V. PLANNING COMMISSION RECOMMENDATION**

DENIAL of the change of zone based upon the perceived negative impact upon the surrounding area, as well as lack of conformance to the Comprehensive Plan.

**VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received September 18, 2020
4. Conceptual plans submitted by the applicant September 18, 2020

**VII. COPIES OF REPORT TO:**

1. Ryan Steele
2. Pat Sullivan
3. Public Upon Request

Prepared by: \_\_\_\_\_

*Sammi L Palm* 11/09/20  
Planning Manager                      Date of Report

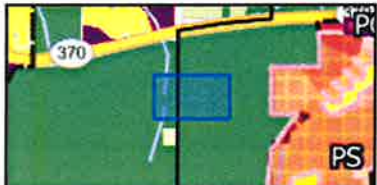


Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 3185

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Notes



15 W

TL16B

TL16A

TL14

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Notes



To: Tammi Palm

From: Ryan Steele

The purpose of the rezone application for Tax Lot 14 31-14-13 is so we can develop the site into a "Blue Collar" small business park. I believe ML zoning is the best zoning class for our development. If there is an alternative solution that you suggest that will still allow us to provide the offerings to our customers that we need please let me know. I am open to suggestions.

I moved to Sarpy county in 1987 and I am a graduate of Papillion LaVista High School. I was 11 years old when I started my first business. At the age of 16 I needed a space to warehouse my equipment for my Lawn and Landscaping business. At the age of 18 I had two full time employees and my business was continuing to grow. One of the biggest challenges I faced at this point was having a large enough place to keep my equipment at the end of each workday. I was not in a position financially to commit to a long-term lease that most landlords require. I also faced the challenge of needing an office space but not wanting the large overhead that comes along with that. I also needed someone to handle office duties but found it hard to hire someone to help with that part time. I was not the only small business start-up with this challenge at that time and this is still a problem today. Many small contractor businesses struggle with this. Many never start to begin with because of the obstacles they face and the fear of failure. Our plan will take many of these obstacles out of the way for them. This development will cater to small business with an offering that does not exist anywhere in the metro area and eliminate one of the largest financial obstacles.

I currently own two other sites in the metro area and one site under construction that caters to the small contractor business I am describing. This site will broaden the offering we currently have even further. We want to be able to create a one stop shop for these companies at this location. The strategic location of this site south of Highway 370 sitting between Bellevue and Papillion is perfect.

A few of the amenities of this site would include the following. All offerings will address a need that these small businesses have.

1. Private small business warehouses
2. Co-working office spaces
  - a. Meeting rooms
  - b. Kitchen area
  - c. Private offices
  - d. Hot desks
  - e. Book-keeping services
  - f. Marketing services
  - g. Answering service
  - h. Regularly scheduled education opportunities
3. Flex spaces
  - a. The difference between Private warehouses and flex space is the difference in the use type and the size of the space in order to meet different needs
4. Outdoor Parking

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SEP 16 2020  
PLANNING DEPT.

By having these offerings we have something for the company that just started all the way to the company that may have been open for business for a while. By providing the flexibility we offer the small business owner can focus on what they do best and let us provide the facility they need. We do not require any long-term lease, are minimum is only 2 months. This removes a financial hurdle. Our flexibility allows them to easily add or subtract from their space requirements.

I appreciate your time in reviewing this and am open to suggestions on how I can partner with you and the city of Bellevue to make this happen. Please let me know if you have any questions at all.

Best Regards,

Ryan Steele

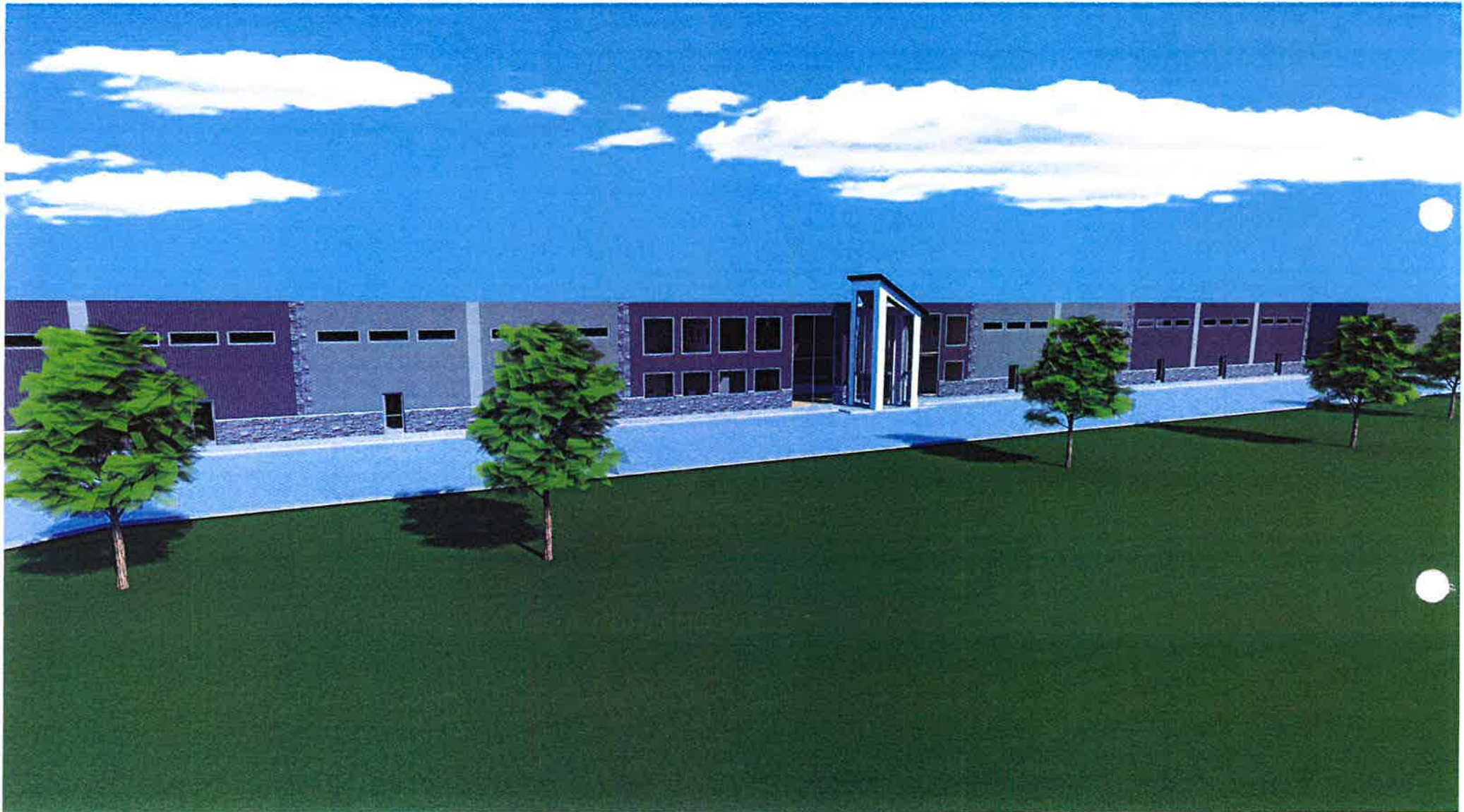
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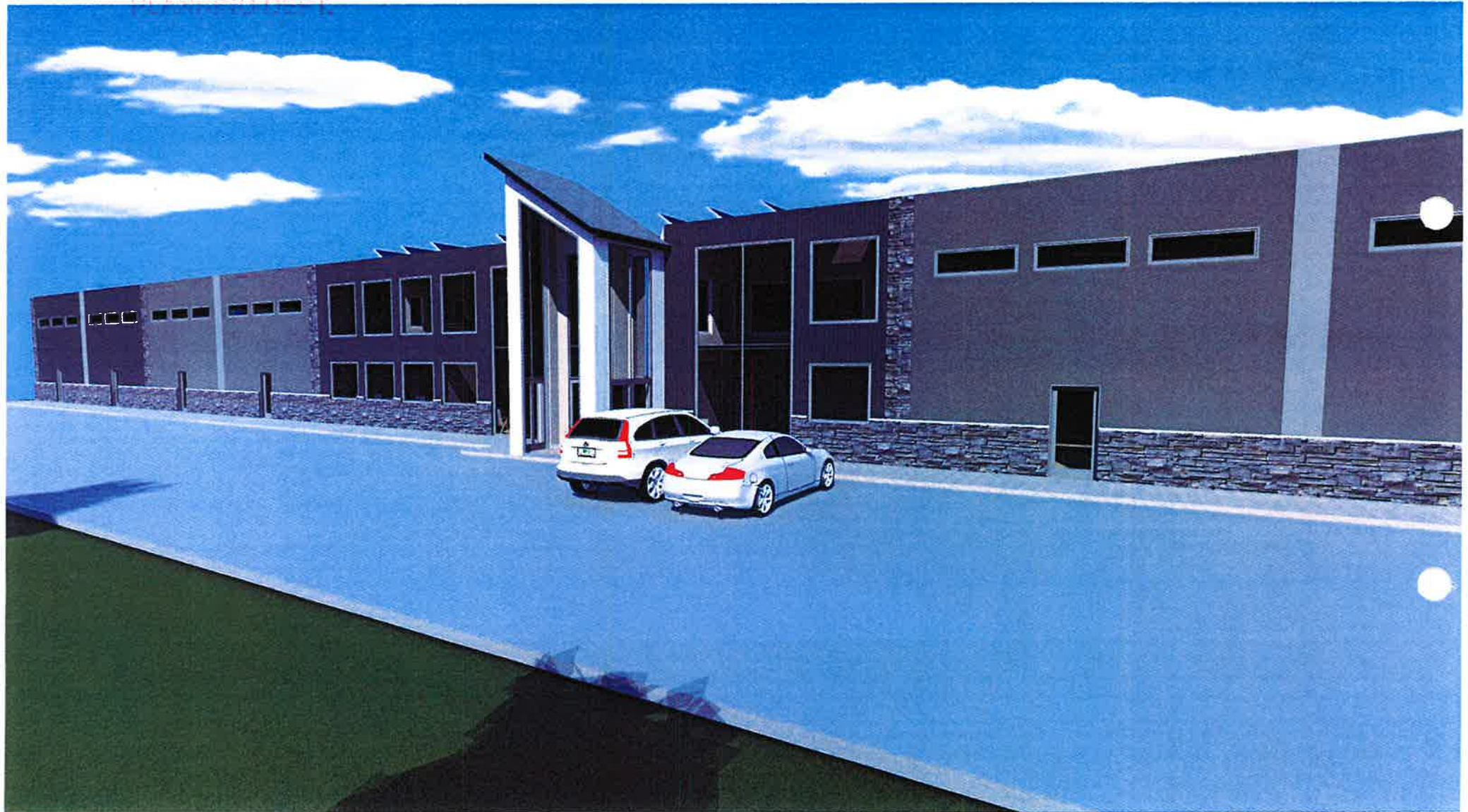
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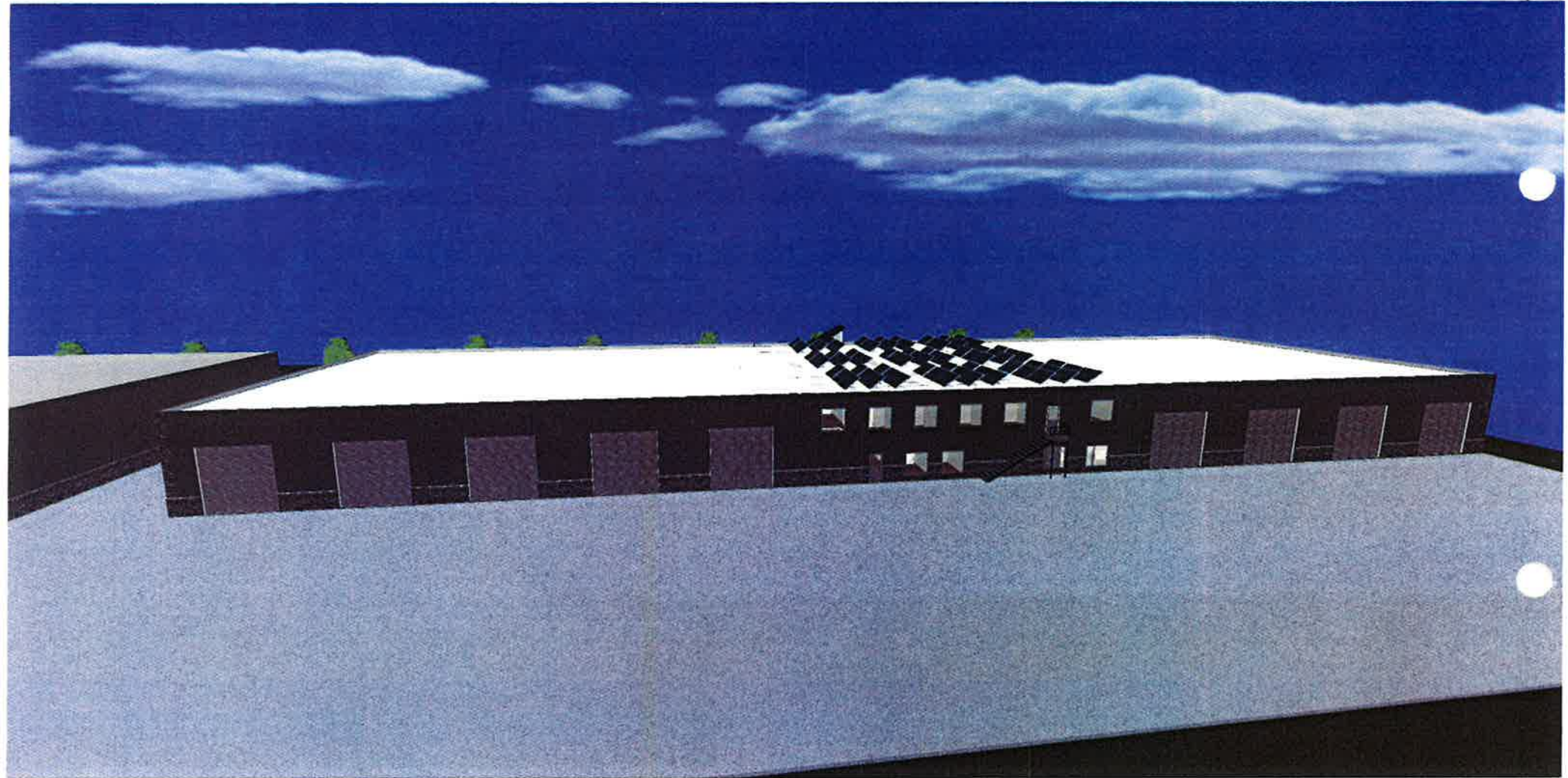
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CLAYTON DIST.



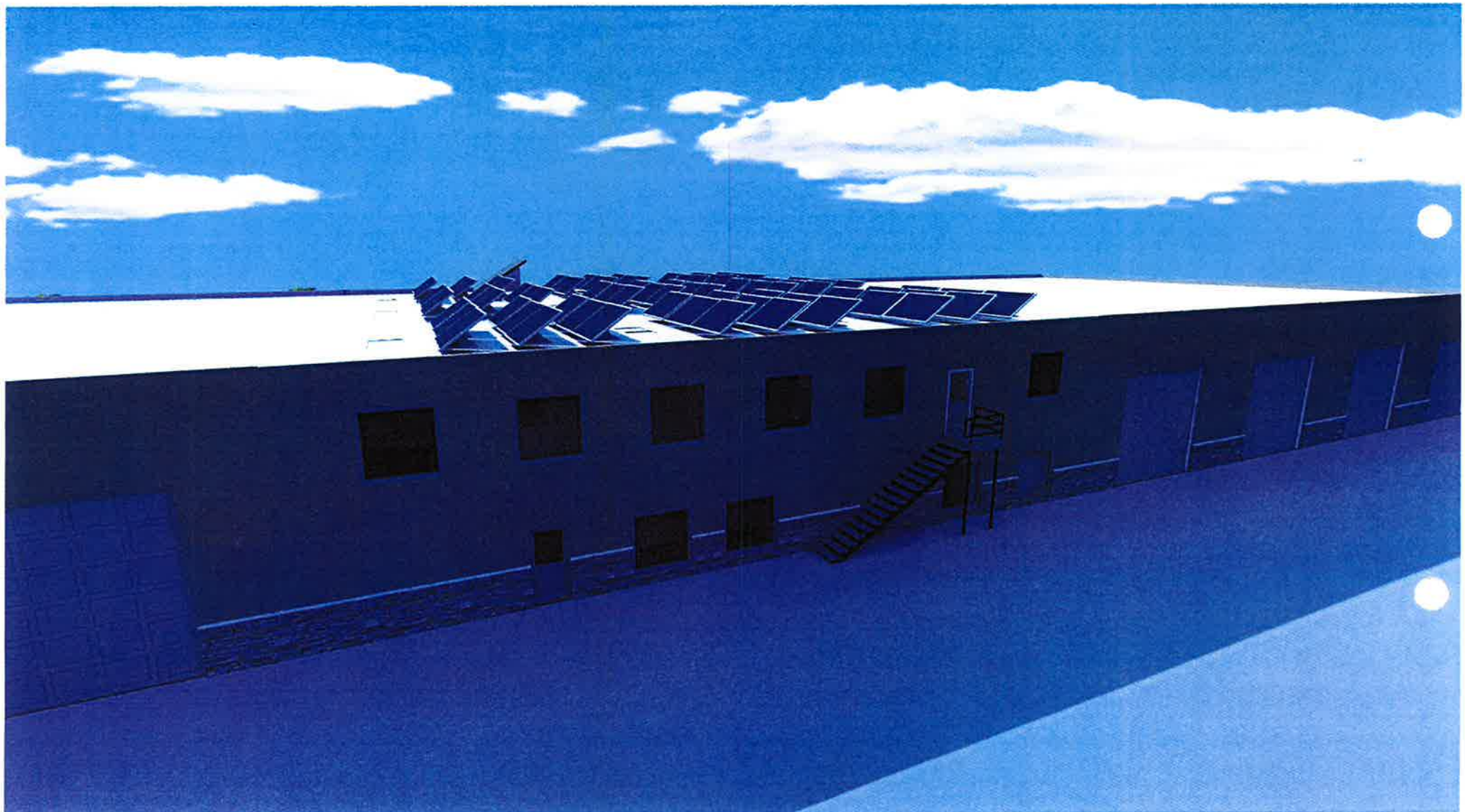
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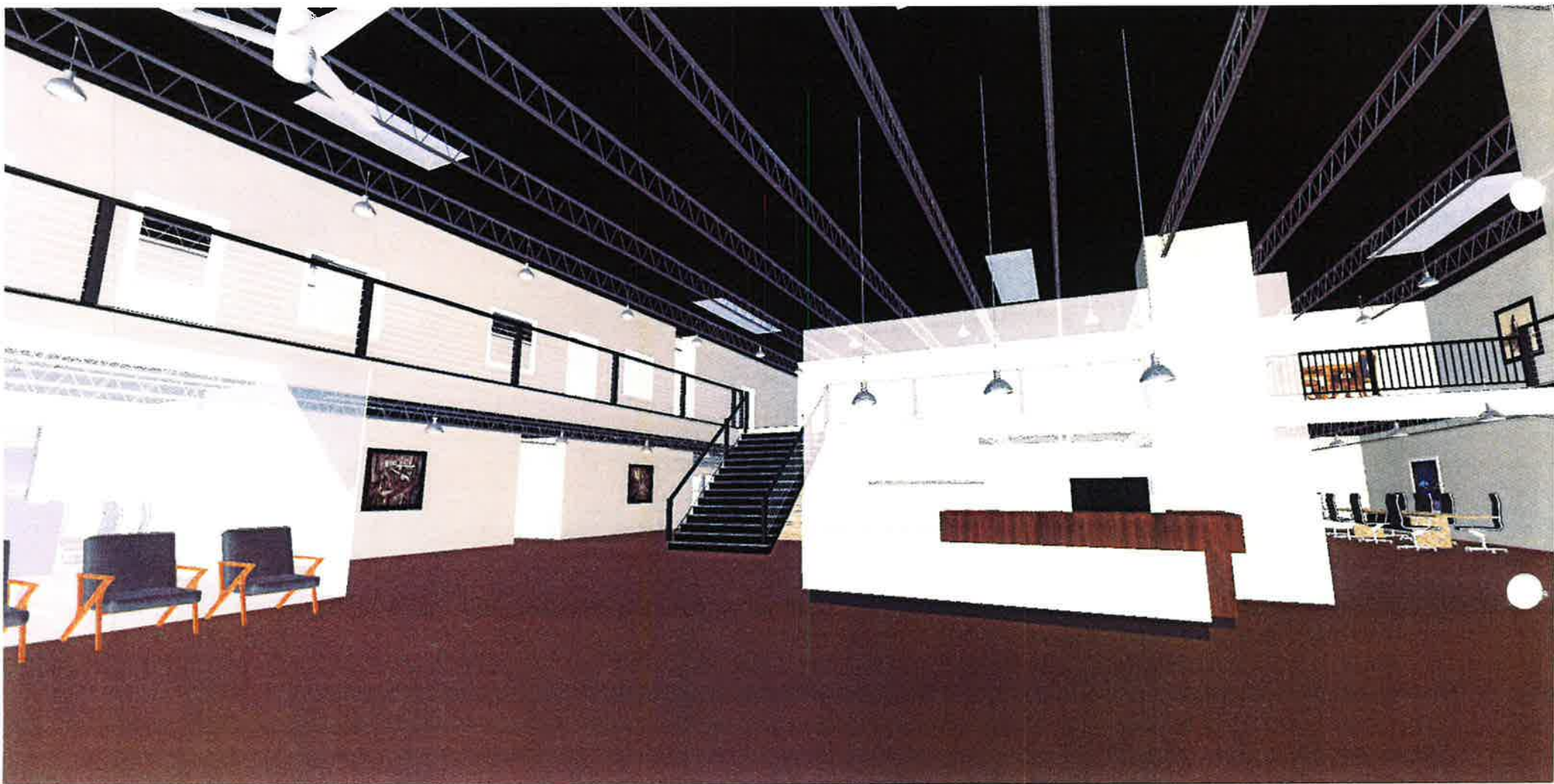
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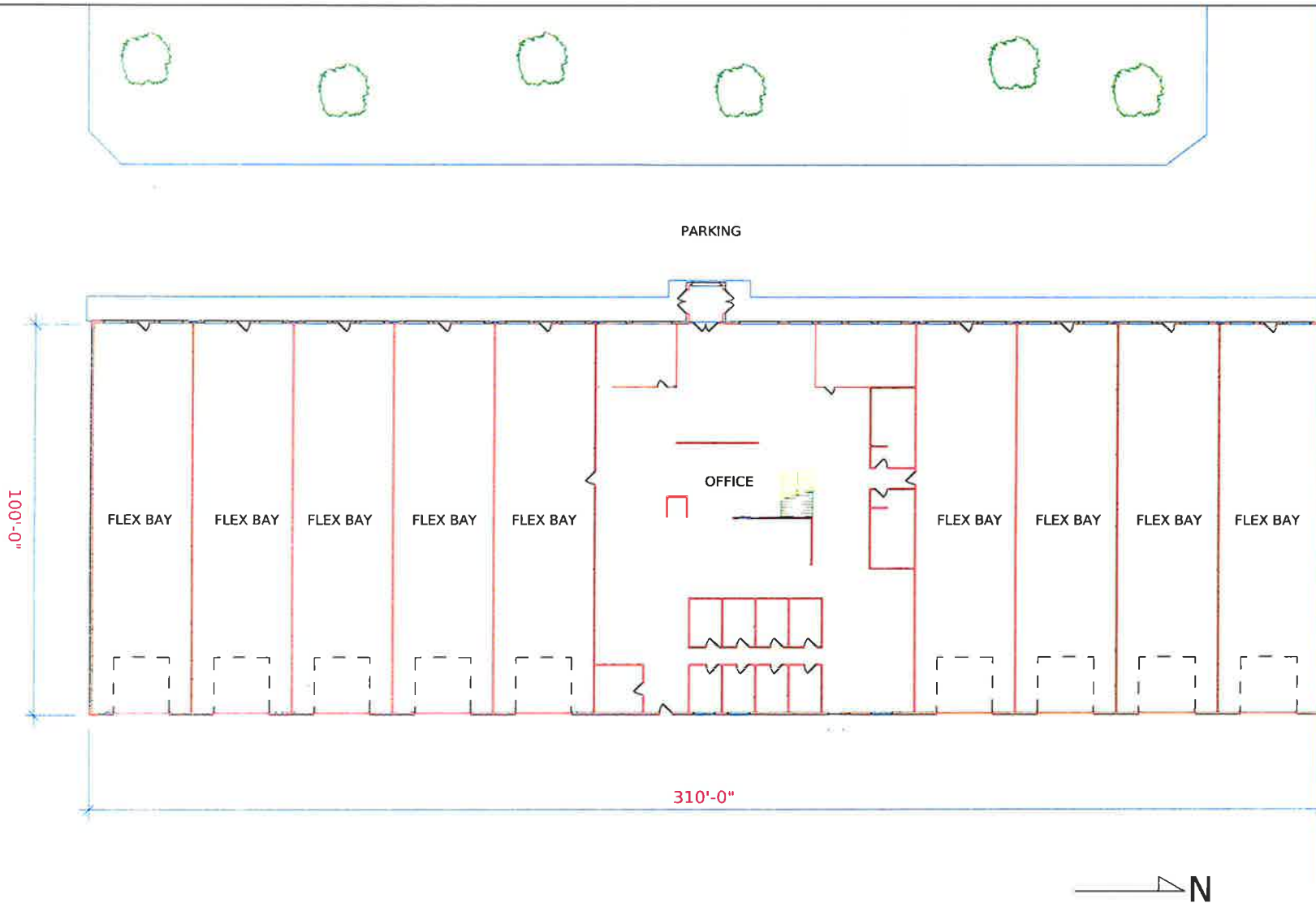


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S 60th Street



General Notes

| No. | Revision/Issue | Date |
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|              |        |
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| Orientation: | Stamp: |
|--------------|--------|

**Precision Enterprises**  
13951 Valley Ridge Dr. Omaha, NE 68138  
402-592-3323

Project Name and Address:

Client:

Drawing: **Main Building**

Scale:                      Date:

|                         |                  |
|-------------------------|------------------|
| Drawn By: <b>H.E.C.</b> | Sheet: <b>A1</b> |
| Checked By:             |                  |
| Approved By:            |                  |

RECEIVED

SEP 18 2020

General Notes  
PLANNING DEPT.

| No. | Revision/Issue | Date |
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**Precision Enterprises**  
 13951 Valley Ridge Dr. Omaha, NE 68138  
 402-592-3323

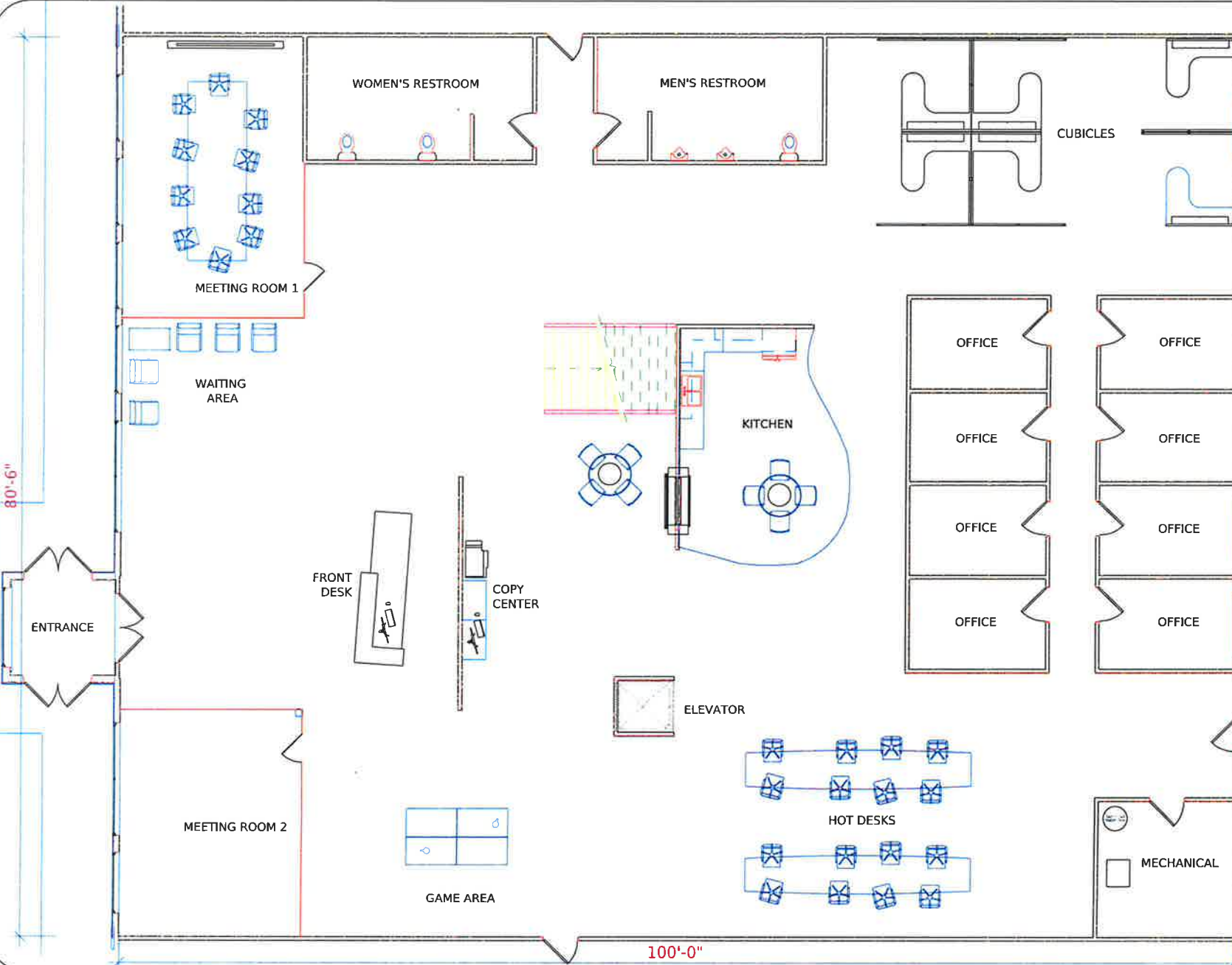
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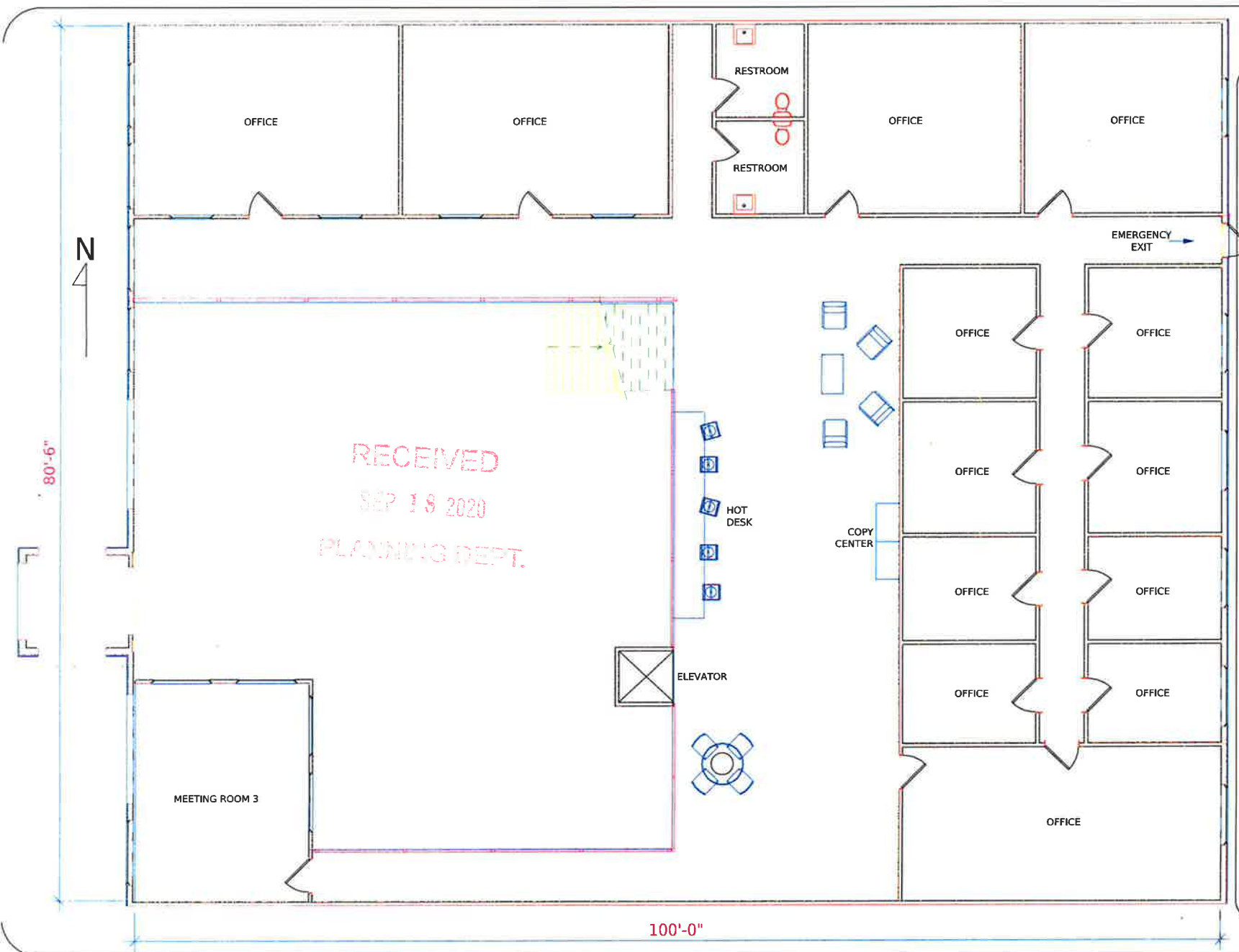
Client:

Drawing:  
**OFFICE LEVEL 1**

Scale: 1/8" = 1' - 0"      Date:

|                     |                     |
|---------------------|---------------------|
| Drawn By:<br>H.E.C. | Sheet:<br><b>A2</b> |
| Checked By:         |                     |
| Approved By:        |                     |





**General Notes**

| No. | Revision/Issue | Date |
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Orientation:      Stamp:

**Precision Enterprises**  
 13951 Valley Ridge Dr. Omaha, NE 68138  
 402-592-3323

Project Name and Address:

Client:

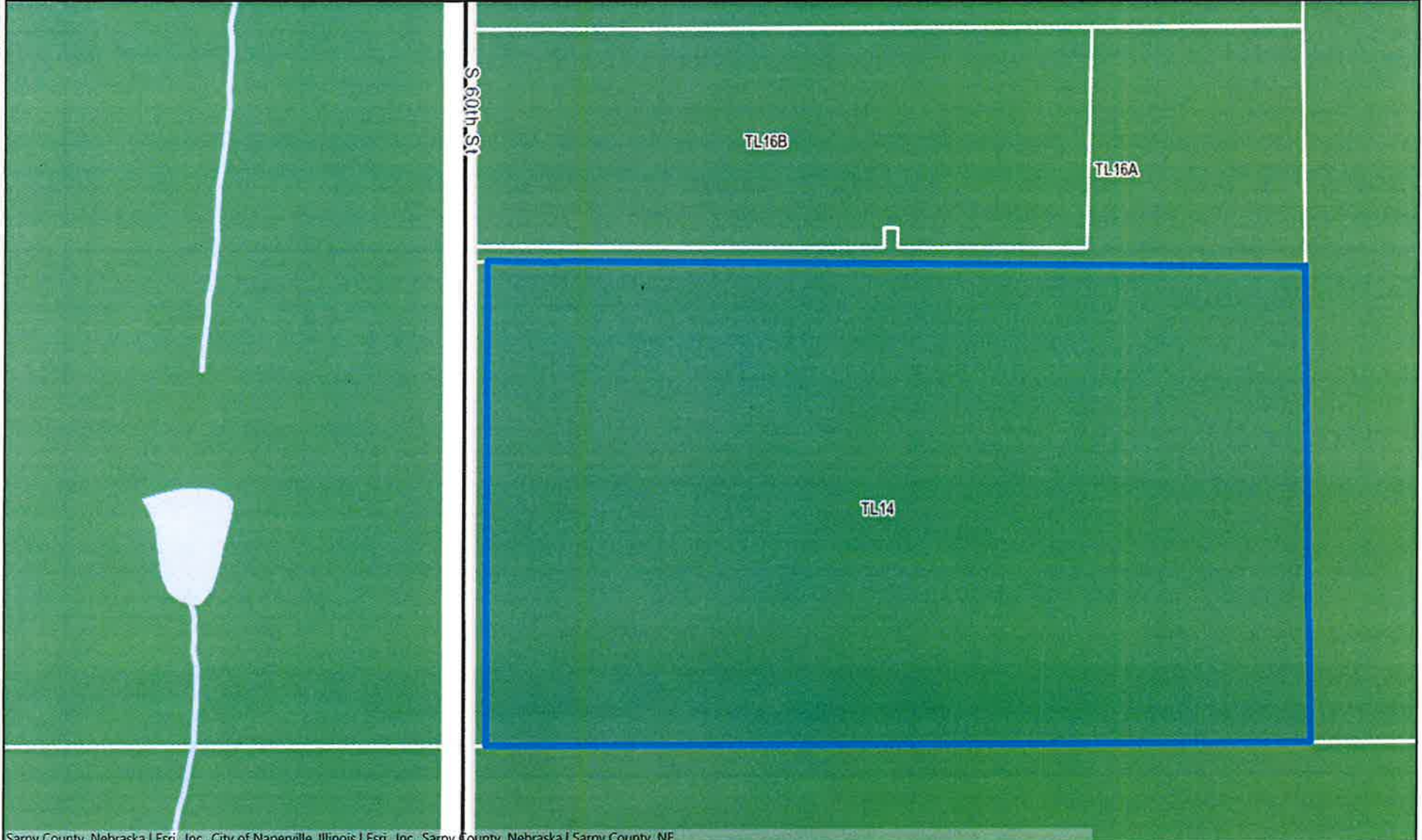
Drawing: **OFFICE LEVEL 2**

Scale:      Date:

Drawn By: H.E.C.      Sheet: **A3**

Checked By:

Approved By:

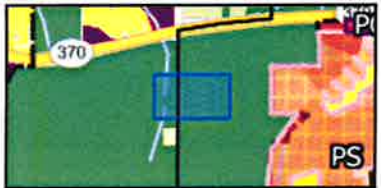


Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE



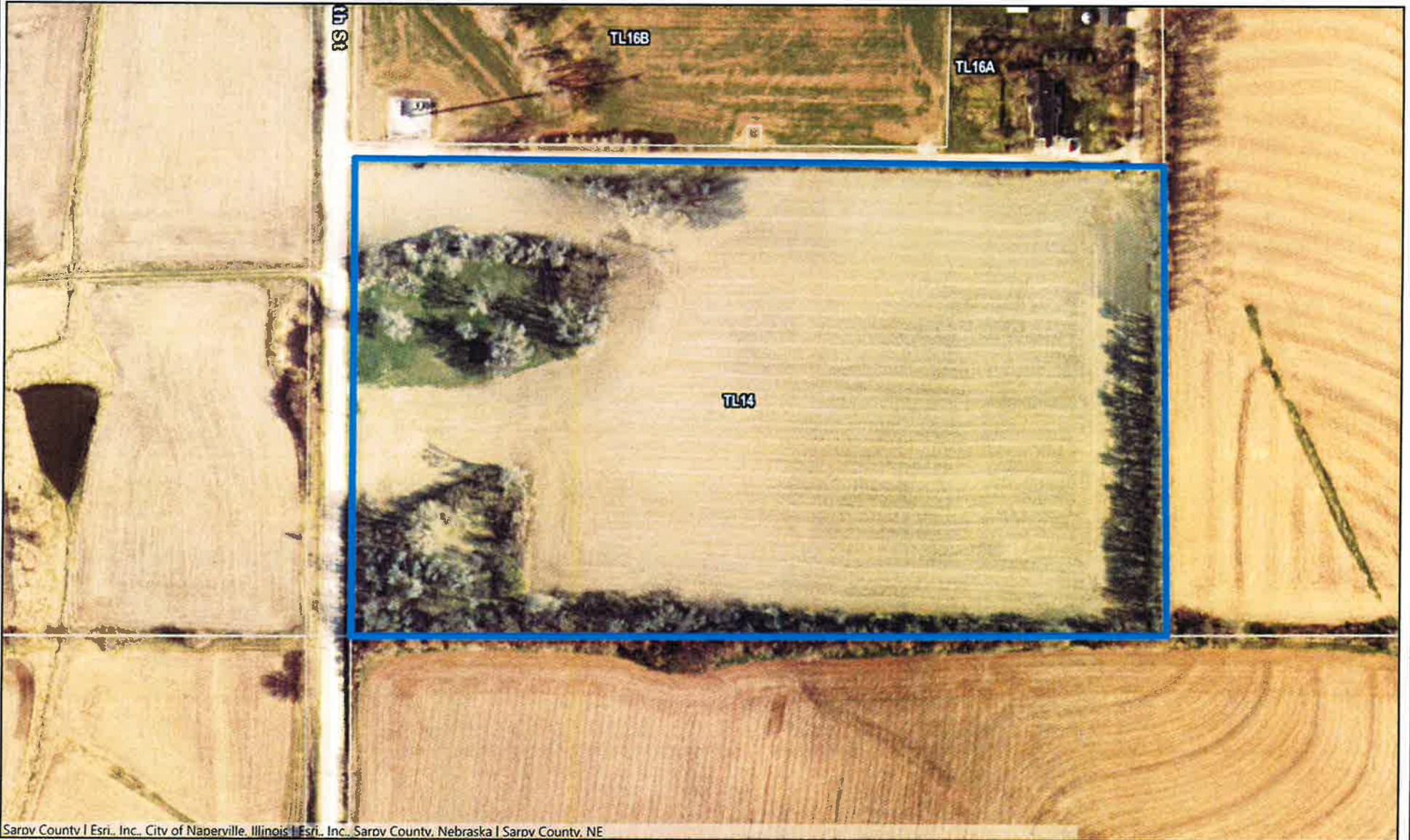
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Notes



ORDINANCE NO. 4020

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 11715 SOUTH 60<sup>TH</sup> STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to ML (Light Manufacturing District).

(Ryan Steele)

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 \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 11/17/2020  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|  |   |  |  |
|--|---|--|--|
| COUNCIL MEETING DATE: 11/17/2020               |   | SUBMITTED BY: Dean Dunn, Interim Public Works 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 checked="" type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                         |  |

SUBJECT:

Resolution and Construction Engineering Agreement, 36th Street, N-370 - Sheridan (MAPA-5061(5), CN 22276)

SYNOPSIS/BACKGROUND:

Olsson has been selected by the the City of Bellevue to perform construction engineering services for the 36th St., N-370 - Sheridan Project (MAPA-5061(5), CN 22276) pursuant to the Construction Engineering Services Agreement prepared and administered by the Nebraska Department of Transportation. The fees are outlined in Exhibit "A" of the agreement totaling \$2,116,300.00. This project is an 80/20 split with the Nebraska Department of Transportation, therefore, the City's share is not to exceed \$423,260.00.

FISCAL IMPACT: \$423,260.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|   |                             |                          |
|---|-----------------------------|--------------------------|
| IS THIS A CONTRACT?: YES  | COUNTER-PARTY: Olsson       | INTERLOCAL AGREEMENT: NO |
| CONTRACT DESCRIPTION: Construction Engineering Services Agreement |                             |                          |
| CONTRACT EFFECTIVE DATE:  | CONTRACT TERM:              | CONTRACT END DATE:       |
| PROJECT NAME: 36th St, N-370 - Sheridan, (MAPA 5061(5), CN 22276) |                             |                          |
| START DATE:   | END DATE:                   | PAYMENT DATE:            |
|   |                             | INSURANCE REQUIRED: YES  |
| CIP PROJECT NAME: So 36th St - M146(122C)                         | CIP PROJECT NUMBER: ST21(5) |                          |
| STREET DISTRICT NAME (S):   | STREET DISTRICT NUMBER (S): |                          |
| ACCOUNTING DISTRUBUTION CODE: CIPST21(5)                          | ACCOUNT NUMBER: 7010        |                          |

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and the Construction Engineering Agreement between the City of Bellevue and Olsson not to exceed \$2,116,300.00 for the 36th St, N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276).

ATTACHMENTS:

- |               |                                       |    |
|---------------|---------------------------------------|----|
| 1. Resolution | 2. Construction Engineering Agreement | 3. |
| 4.            | 5.                                    | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Robins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**RESOLUTION**

**SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2064**

City of Bellevue

Resolution No. 2020-43

**Whereas:** City of Bellevue is developing a transportation project for which it intends to obtain Federal funds;

**Whereas:** City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

**Whereas:** City of Bellevue and Olsson, wish to enter into a Professional Services Agreement to provide Construction engineering services for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Bellevue that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Construction engineering services agreement between City of Bellevue, Nebraska and Olsson.

NDOT Project Number: MAPA-5061(5)

NDOT Control Number: 22276

NDOT Project Description: 36<sup>th</sup> St., N-370 – Sheridan, Bellevue

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of the City of Bellevue, Nebraska

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

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

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

|                          |                    |
|--------------------------|--------------------|
| Task Order Agreement No. | BK2046             |
| Master Agreement No.     | BK2018             |
| Effective (NTP) Date     | 7-31-2020          |
| Task Order Amount        | SRC \$2,116,300.00 |

## ON-CALL CONSTRUCTION ENGINEERING SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF BELLEVUE  
OLSSON  
PROJECT NO. MAPA-5061(5)  
CONTROL NO. 22276  
36<sup>TH</sup> ST., N-370-SHERIDAN RD, BELLEVUE

**THIS AGREEMENT** is between the City of Bellevue ("LPA") and Olsson ("Consultant"); collectively referred to as the "Parties".

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement No. BK2018 "Master Agreement, with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

**WHEREAS**, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-5061(5) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "C" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. MAPA-5061(5) and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

**WHEREAS**, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

**NOW THEREFORE**, in consideration of these facts, Consultant and State agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

|                         |   |
|-------------------------|---|
| Firm Name               | Olsson  |
| Address                 | 2111 S. 67 <sup>th</sup> Street, Suite 200, Omaha, NE 68106 |
| Project Manager's Name  | Tony Egelhoff   |
| Project Manager's Phone | 402-341-1116  |

1.2 State Project Coordinator

|              |              |
|--------------|--------------|
| Name         | Mike Fox     |
| Phone Number | 402-435-5408 |

1.3 LPA RC/PL

|              |              |
|--------------|--------------|
| Name         | Dean Dunn    |
| Phone Number | 402-293-3144 |

1.4 State Agreements Specialist

|              |              |
|--------------|--------------|
| Name         | Dawn Knott   |
| Phone Number | 402-479-4414 |

**SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

- 2.1 State, on behalf of LPA, is authorized to issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) State's determination, on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility.
- 2.2 As provided in Section 8 of the program agreement between State and LPA for this project, State, on behalf of LPA, may issue an early notice to proceed when necessary upon determination that federal funding approval has been obtained for the project.
- 2.3 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.
- 2.4 Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.5 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 150 calendar days of the construction completion date. The completion of the construction of this project is estimated to be December 22, 2022 and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

**SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan )**

- 3.1 Effective Date – This Task Order is effective when executed by the Parties.

- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of the Task Order -- This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date -- This Task Order may be identified by the date LPA signed the Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

**SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)**

- 4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.
- 4.2 The Scope of Services in Exhibit "A" is the result of the following process:
  - 4.2.1 Consultant was provided the detailed proposed Scope of Services for this project
  - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
  - 4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".
- 4.3 Exhibit "A", sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents and "the Manuals" (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.
- 4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.
- 4.5 Additional Requirements:
  - 4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
  - 4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
  - 4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours' notice, at any prior date when contract work begins or when materials are delivered to the project that need to

- be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- 4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.
- 4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- 4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "B", attached and incorporated herein by this reference.
- 4.5.8 Consultant shall complete the sampling and testing type, method and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests ([www.transportation.nebraska.gov](http://www.transportation.nebraska.gov)), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.
- 4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

**SECTION 5. STAFFING PLAN (CE)**

- 5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "A", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However, any permanent change to the key personnel will require prior written approval from LPA and State.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "B", attached and incorporated herein by this reference.

**SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**SECTION 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "A", attached and incorporated herein by this reference.
- 7.2 The general provisions concerning payment under this Task Order are set out on Exhibit "B".
- 7.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed

and direct non-labor expenses up to a maximum not-to-exceed amount of \$2,116,300.00 in accordance with Exhibit "B".

**SECTION 8. SUSPENSION OR TERMINATION** (CE Task Order, Unique)

**8.1 Suspension or Termination**

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

**8.2.1 Suspension**

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. **Suspension for Cause.** If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance,

responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

**8.3 Termination**

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

**8.4 Compensation upon suspension or termination**

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "B", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "B".

**SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement (BK2018) between the Nebraska Department of Transportation and Consultant, dated March 27, 2020 with one recurring change:

LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and has no obligations or duties under this Task Order, except for its duties acting on behalf of LPA.

**SECTION 10. CONSULTANT CERTIFICATIONS**

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 12. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect, and are incorporated herein.

**IN WITNESS WHEREOF**, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by Consultant this 10<sup>th</sup> day of November, 2020.

OLSSON  
Michael C. Piernicky, P.E.

*Michael C. Piernicky*  
Vice President

STATE OF NEBRASKA)  
  )ss.  
DOUGLAS COUNTY                    )

**SUBSCRIBED AND SWORN** to before me this 10 day of November, 2020.



*Veronica J. Chambers*  
Notary Public

**EXECUTED** by City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BELLEVUE  
Rusty Hike

\_\_\_\_\_  
Mayor

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager

\_\_\_\_\_  
Date

Exhibit \_\_\_\_\_  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
for

**Project Name: 36<sup>th</sup> Street, Bline To Sheridan**  
**Project Number: MAPA-5061(5)**  
**Control Number: 22276**

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for the City of Bellevue in Sarpy County, Nebraska. The project consists of the following improvements: Urban Widening

Olsson (Consultant) shall serve as agent for Bellevue, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

**C. LPA SHALL PROVIDE**

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

**D. CONSULTANT SHALL PROVIDE**

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.

1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
- Generate contractor's progress and final Estimates in Site Manager
- Review Contractor's Construction Schedule
- Coordinate with LPA and RC regarding all project activities.
- Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
- Complete payroll verification and logging.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.

2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.

2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **114** meetings.

2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.

2.5 Assume **114** trips to the project site for meetings.

~~3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).~~

~~3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.~~

~~3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.~~

~~3.3 Submit Plans to the RC for their records.~~

4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections ~~bi-weekly~~ weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.
  - 4.1 Conduct **125** Inspections
  - 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
  - 4.3 Assume **125** trips to the project site for SWPPP Inspections.
  
5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.
  - 5.1 Provide coordination of staking needs with Contractor.
  - 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
  - 5.3 Stake limits of construction throughout project.
  - 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
  - 5.5 Provide slope stakes for grading
  - 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
  - 5.7 ~~Provide cross-section for new culverts before providing a Culvert Order List to Contractor.~~
  - 5.8 Stake fence relocation and guardrail.
  - 5.9 Stake silt fence.
  - 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
  - 5.11 Assume **80** trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.
  
6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
  - 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
    - Review and Enter Data into SiteManager
    - Maintain Project Field Diaries, Files, and Record data in SiteManager
    - Document and Review Daily Work Reports (DWRs)
  
7. Girder Shim Surveying. ~~(Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.~~
  - 7.1 Girder Shim Surveying
    - ~~Shim shots will be taken at the locations as determined by the designer.~~
    - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.
  
8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOT Construction Manual.
  - 8.1 Perform Bearing Calculations

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).

The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.

- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement.
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list

- Prepare guardrail order list
  - Generate periodic progress estimates using SiteManager and forward to RC for further approval.
  - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
  - ~~On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings~~
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume **1368** trips to the site for construction inspection

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOT SHALL PROVIDE:**

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

**CONSULTANT SHALL PROVIDE:**

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
- 10.5 Assume **240** trips to the project site for Material Sampling and Testing.
11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
- 11.1 As-Built Drawings
12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State

Representative to verify that corrective work identified on the punch list has been completed.

- 12.1 Walkthrough of Site and Preparation of Punch List
- 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

- 13.1 Project Closeout activities shall include the following:
  - Project Manager's Final Estimate
  - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
  - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
  - Memo of Major Item Review
  - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
  - Borrow Site Memo
  - City Agreement Letter
  - Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
  - Sign Deduction Memo (If required)
  - Material Review Memo
  - SiteManager PM Diary Report
  - SiteManager Contract Item Report for all Contract Items
  - All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
  - All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
  - Project Culvert Field Book with information per the NDOT Construction Manual
  - Signed and stamped As Built Plans (full size)
  - Copy of Evaluation(s) of Contractor
  - LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
  - Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Other.

14.1 Design Modifications. This task includes effort for potential design or plan modifications associated with field revisions resulting from changes in field conditions, conflicts with unforeseen utilities, and changes in phasing or scheduling items. This task will only be used upon approval from the Client representatives.

14.2 Public Engagement Services. This task includes effort for public engagement throughout the construction timeline and is defined by the following tasks:

- **Public Involvement Plan** – The Consultant will modify the existing public involvement plan for review and approval by project team members. The plan shall include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information to be sent to the public or posted to the web shall be reviewed by the City's Project

manager prior to distribution. The information will be submitted for review a minimum of one week prior to publication.

- **Project Signs (2)** – The Consultant will coordinate and produce two project information signs to inform the public on the general project schedule, scope of the work, and where to find more information about the project. Final content and sign location will be reviewed and approved by the City's Project Manager.
- **Database Development / Maintenance** – The Consultant will maintain the database of project stakeholders to include residents, property owners, organizations, agencies, City officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database shall be given to the City, if requested. The Consultant will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquiries regarding this project.
- **Open House (1 Meeting)** – The Consultant will schedule, arrange, and facilitate one (1) public open house to be held in at the beginning of the second construction session. The Consultant shall draft a newspaper notice of the open house to be reviewed by the City's Project Manager, who will follow local publishing and posting requirements. The City's Project Manager will coordinate with the Omaha World-Herald. The notice of the open houses will be published 10 days prior to the event in the Omaha World-Herald. City will be responsible for coordinating the Dynamic Messaging sign for the public meetings.

During the public meeting, City staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open house and prepare a written summation of the oral and written comments received. The Consultant shall provide necessary follow-up.

- **Web Site Development** – The Consultant will continue the use of and maintain the website for this project. The Consultant shall review and update the web site at a minimum monthly and will post/update open house information within 48 hours of open houses being scheduled.
- **Social Media (2 type)** – The Consultant will develop and maintain a social media site such as Facebook and Twitter for the project. The social media sites will be linked to the website and content updated frequently. Content may include ground breaking, project meeting dates, stakeholder updates, construction schedule, seasonal postings, lane closures, limited access and other timely messages.
- **Final Public Involvement Report / Documentation** – The Consultant will write a final report documenting the public involvement process. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

14.3 Settlement Monitoring. This task includes installation and monitoring of settlement monitoring devices in defined areas per the contract documents, and is defined by the following tasks:

- Install and monitor settlement consolidation within the fill areas as a result of the placement of structural fill. Settlement monitoring devices will be installed and monitored per the Geotechnical Engineer's recommendation. Monitoring updates will be transmitted to the Engineer, Contractor and Owner denoting current status of settlement.
- Provide and install two (2) self-reading settlement plates at greatest amount of grade raise within the fill area per the Geotechnical Engineer

- 1" inner pipe driven into non-compressible zone
- 2" outer pipe set on native ground prior to fill placement will settle as fill is placed
- Perform settlement monitoring in accordance with the following frequency:

| <b>Time Period for Readings</b>            | <b>Frequency of Readings</b> |
|--|------------------------------|
| At time of Monument Placement              | Initial                      |
| During Surcharge Fill Placement            | Daily                        |
| Two Weeks Following Fill Placement         | Three Times per Week         |
| Two to Five Weeks Following Fill Placement | Two Times per Week           |

Transmittal of settlement data and graph to the project team will be on a weekly basis.

**E. SCHEDULE**

1. Anticipated Notice to Proceed: 9/15/2020
2. The Consultant shall provide a schedule of activities and deliverables upon award

# Staffing Plan

# Construction Engineering

**Project Name:** 36th Street Bline to Sheridan  
**Consultant:** Olsson  
**Consultant PM:** Marty Weander  
**NDOT PC:** Karl Burns  
**Date:** July 31, 2020

**Project Number:** MAPA-5061(5)  
**Control Number:** 22276



| # | Code   | Classification     | #  | Code  | Classification        |
|---|--------|--------------------|----|-------|-----------------------|
| 1 | PR     | Principal          | 6  | INS 2 | Inspector 2           |
| 2 | PM     | Project Manager    | 7  | INS 3 | Survey Crew Chief     |
| 3 | ENG    | Engineer           | 8  | INS 4 | Survey Crew Assistant |
| 4 | DES    | Designer/CAAD Tech | 9  | ADM   | Administrative        |
| 5 | INSP 1 | Lead Inspector     | 10 | MT    | Material Testing      |

| Financial Data            |         |
|---------------------------|---------|
| Overhead Rate:            | 184.12% |
| Profit Rate:              | 12.00%  |
| FCCM (if applies):        | 0.930%  |
| Use latest available data |         |

## STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

| Employee Name                | Job Title & Certifications      | Current Actual Hourly Rate | % Assigned |
|------------------------------|---------------------------------|----------------------------|------------|
| <b>Principal</b>             |                                 |                            |            |
| Mike Piernicky               | Client Relationship Manager     | \$80.77                    | 100%       |
| <b>Project Manager</b>       |                                 |                            |            |
| Marty Weander                | Const. Admin. Manager           | \$40.87                    | 5%         |
| Ryan Amys                    | Const. Admin. Manager           | \$51.20                    | 5%         |
| Terry Rothanzl               | Survey Team Leader              | \$50.48                    | 15%        |
| William "Shane" Groh         | Const. Admin. Senior Technician | \$30.00                    | 75%        |
| <b>Engineer</b>              |                                 |                            |            |
| Tony Egelhoff                | Engineering Tech. Leader        | \$62.02                    | 100%       |
| <b>Designer/CAAD Tech</b>    |                                 |                            |            |
| Dan Hanna                    | Surveyor                        | \$32.00                    | 80%        |
| Zach Turek                   | Assistant Engineer              | \$30.17                    | 15%        |
| Christian Thom               | Creative Senior Coordinator     | \$32.21                    | 5%         |
| <b>Lead Inspector</b>        |                                 |                            |            |
| Pat Carnazzo                 | CA Senior Tech                  | \$32.00                    | 100%       |
| <b>Inspector 2</b>           |                                 |                            |            |
| Jeff Stolp                   | CA Senior Tech                  | \$29.00                    | 85%        |
| Brian Brink                  | CA Senior Tech                  | \$27.25                    | 10%        |
| Samantha McKee               | CMT Senior Tech                 | \$26.50                    | 5%         |
| <b>Survey Crew Chief</b>     |                                 |                            |            |
| Drew Peterson                | Associate Surveyor              | \$27.00                    | 50%        |
| Zach Johnson                 | Associate Surveyor              | \$25.73                    | 50%        |
| <b>Survey Crew Assistant</b> |                                 |                            |            |
| Quentin Keuck                | Associate Surveyor              | \$22.28                    | 50%        |
| Nicholas Hug                 | Associate Surveyor              | \$22.77                    | 50%        |
| <b>Administrative</b>        |                                 |                            |            |
| Stacy Zablocki               | Senior Team Coordinator         | \$23.25                    | 40%        |
| Stacey Roach                 | Economic Development Coordinat  | \$30.67                    | 30%        |
| Anthony Fitzgerald           | Economic Development Associate  | \$23.08                    | 30%        |
| <b>Material Testing</b>      |                                 |                            |            |
| Matt Markham                 | CMT Field Manager               | \$29.09                    | 5%         |
| Nicolas Larson               | CMT Senior Technician           | \$21.75                    | 40%        |
| James Belling                | CMT Assistant Technician        | \$16.50                    | 50%        |
| Sue Snyder                   | CMT Associate Technician        | \$21.50                    | 5%         |

**SRC Billing Rates**

**Construction Engineering**

Date: July 31, 2020

Consultant: Olsson

**SRC Billing Rates Calculated based on:**

|                           |         |
|---------------------------|---------|
| Overhead:                 | 184.12% |
| Profit Rate:              | 12.00%  |
| FCCM (if applies):        | 0.93%   |
| Salary Escalation Factor: | 3.0%    |

**Weighting:**

|      |  |
|------|--|
| 5%   | Period 1: NTP through: <u>January 15, 2021</u>     |
| 45%  | Period 2: Labor beginning: <u>January 16, 2021</u> |
| 50%  | Period 3: Labor beginning: <u>January 16, 2022</u> |
| 100% | Period 4: Labor beginning: <u>January 16, 2023</u> |
|      | % of work estimated during each period             |

**SRC BILLING RATE per employee**

New Employee Multiplier = **3.18**

| Employee Name   | Current Rate | SRC Billing Rate |          |          |          | % Assigned |
|---|--------------|------------------|----------|----------|----------|------------|
|   |              | Period 1         | Period 2 | Period 3 | Period 4 |            |
| <b>Principal</b>  |              |                  |          |          |          |            |
| Mike Piernicky  | \$80.77      | \$258.00         | \$266.00 | \$274.00 |          | 100%       |
| Weighted Rate For Calculating Contract Max: <b>\$269.60</b> |              |                  |          |          |          |            |
| <b>Project Manager</b>                                      |              |                  |          |          |          |            |
| Marty Weander   | \$40.87      | \$130.00         | \$134.00 | \$138.00 |          | 5%         |
| Ryan Amys   | \$51.20      | \$163.00         | \$168.00 | \$173.00 |          | 5%         |
| Terry Rothanzl  | \$50.48      | \$161.00         | \$166.00 | \$171.00 |          | 15%        |
| William "Shane" Groh  | \$30.00      | \$96.00          | \$99.00  | \$102.00 |          | 75%        |
| Weighted Rate For Calculating Contract Max: <b>\$115.80</b> |              |                  |          |          |          |            |
| <b>Engineer</b>   |              |                  |          |          |          |            |
| Tony Egelhoff   | \$62.02      | \$198.00         | \$204.00 | \$210.00 |          | 100%       |
| Weighted Rate For Calculating Contract Max: <b>\$206.70</b> |              |                  |          |          |          |            |
| <b>Designer/CAAD Tech</b>                                   |              |                  |          |          |          |            |
| Dan Hanna   | \$32.00      | \$102.00         | \$105.00 | \$108.00 |          | 80%        |
| Zach Turek  | \$30.17      | \$96.00          | \$99.00  | \$102.00 |          | 15%        |
| Christian Thom  | \$32.21      | \$103.00         | \$106.00 | \$109.00 |          | 5%         |
| Weighted Rate For Calculating Contract Max: <b>\$105.50</b> |              |                  |          |          |          |            |
| <b>Lead Inspector</b>                                       |              |                  |          |          |          |            |
| Pat Carnazzo  | \$32.00      | \$102.00         | \$105.00 | \$108.00 |          | 100%       |
| Weighted Rate For Calculating Contract Max: <b>\$106.35</b> |              |                  |          |          |          |            |
| <b>Inspector 2</b>  |              |                  |          |          |          |            |
| Jeff Stolp  | \$29.00      | \$93.00          | \$96.00  | \$99.00  |          | 85%        |
| Brian Brink   | \$27.25      | \$87.00          | \$90.00  | \$93.00  |          | 10%        |
| Samantha McKee  | \$26.50      | \$85.00          | \$88.00  | \$91.00  |          | 5%         |
| Weighted Rate For Calculating Contract Max: <b>\$96.35</b>  |              |                  |          |          |          |            |
| <b>Survey Crew Chief</b>                                    |              |                  |          |          |          |            |
| Drew Peterson   | \$27.00      | \$86.00          | \$89.00  | \$92.00  |          | 50%        |
| Zach Johnson  | \$25.73      | \$82.00          | \$84.00  | \$87.00  |          | 50%        |
| Weighted Rate For Calculating Contract Max: <b>\$87.88</b>  |              |                  |          |          |          |            |
| <b>Survey Crew Assistant</b>                                |              |                  |          |          |          |            |
| Quentin Keuck   | \$22.28      | \$71.00          | \$73.00  | \$75.00  |          | 50%        |
| Nicholas Hug  | \$22.77      | \$73.00          | \$75.00  | \$77.00  |          | 50%        |
| Weighted Rate For Calculating Contract Max: <b>\$74.90</b>  |              |                  |          |          |          |            |
| <b>Administrative</b>                                       |              |                  |          |          |          |            |
| Stacy Zablocki  | \$23.25      | \$74.00          | \$76.00  | \$78.00  |          | 40%        |
| Stacey Roach  | \$30.67      | \$98.00          | \$101.00 | \$104.00 |          | 30%        |
| Anthony Fitzgerald  | \$23.08      | \$74.00          | \$76.00  | \$78.00  |          | 30%        |
| Weighted Rate For Calculating Contract Max: <b>\$84.54</b>  |              |                  |          |          |          |            |
| <b>Material Testing</b>                                     |              |                  |          |          |          |            |
| Matt Markham  | \$29.09      | \$93.00          | \$96.00  | \$99.00  |          | 5%         |
| Nicolas Larson  | \$21.75      | \$69.00          | \$71.00  | \$73.00  |          | 40%        |
| James Belling   | \$16.50      | \$53.00          | \$55.00  | \$57.00  |          | 50%        |
| Sue Snyder  | \$21.50      | \$69.00          | \$71.00  | \$73.00  |          | 5%         |
| Weighted Rate For Calculating Contract Max: <b>\$65.17</b>  |              |                  |          |          |          |            |

**Consultant's Estimate of Hours**

**Construction Engineering**

**Project Name:** 36th Street Bline to Sheridan  
**Consultant:** Olsson  
**Consultant PM:** Marty Weander  
**NDOT PC:** Karl Burns  
**Date:** July 31, 2020

**Project Number:** MAPA-5061(5)  
**Control Number:** 22276

| TASKS  | PERSONNEL CLASSIFICATIONS |             |            |            |             |             |            |            |            |            | Total        |
|--|---------------------------|-------------|------------|------------|-------------|-------------|------------|------------|------------|------------|--------------|
|  | PR                        | PM          | ENG        | DES        | INSP 1      | INS 2       | INS 3      | INS 4      | ADM        | MT         |              |
| <b>1. Project Management &amp; Coordination</b>                                | <b>36</b>                 | <b>1870</b> | <b>400</b> |            | <b>40</b>   |             |            |            | <b>300</b> |            | <b>2646</b>  |
| 1.1 Project Management   | 36                        | 1870        | 400        |            |             |             |            |            | 300        |            | 2606         |
| 1.2 Plan and Spec review, project setup  |                           |             |            |            | 40          |             |            |            |            |            | 40           |
| <b>2. Meetings</b>   |                           | <b>121</b>  | <b>230</b> |            | <b>119</b>  | <b>33</b>   |            |            | <b>118</b> | <b>2</b>   | <b>623</b>   |
| 2.1 Construction Inspection Planning Meeting                                   |                           | 2           |            |            | 2           |             |            |            |            |            | 4            |
| 2.2 Pre-Construction Meeting   |                           | 3           | 2          |            | 1           | 1           |            |            | 4          | 2          | 13           |
| 2.3 Construction Progress Meetings   |                           | 114         | 114        |            | 114         | 30          |            |            | 114        |            | 486          |
| 2.4 Public Meeting (If Required)   |                           | 2           |            |            | 2           | 2           |            |            |            |            | 6            |
| 2.5 Trips to Site (Travel Time) for Meetings                                   |                           |             | 114        |            |             |             |            |            |            |            | 114          |
| <b>3. Traffic Control Plan</b>   |                           | <b>8</b>    | <b>4</b>   |            |             |             |            |            |            |            | <b>12</b>    |
| <del>3.1 Prepare Traffic Control Plan</del>                                    |                           |             |            |            |             |             |            |            |            |            |              |
| 3.2 Review Traffic Ctrl Plan (If completed by Contractor)                      |                           | 8           | 4          |            |             |             |            |            |            |            | 12           |
| <del>3.3 Sign and Submit Plans to the RC</del>                                 |                           |             |            |            |             |             |            |            |            |            |              |
| <b>4. SWPPP Inspections/Manual Updates</b>                                     |                           |             |            |            |             | <b>399</b>  |            |            |            |            | <b>399</b>   |
| 4.1 Conduct Inspections  |                           |             |            |            |             | 250         |            |            |            |            | 250          |
| 4.2 Update SWPPP Manual  |                           |             |            |            |             | 24          |            |            |            |            | 24           |
| 4.3 Trips to Site (Travel Time) for SWPPP Insepctions                          |                           |             |            |            |             | 125         |            |            |            |            | 125          |
| <b>5. Construction Survey/Staking</b>  |                           | <b>200</b>  |            | <b>212</b> |             |             | <b>504</b> | <b>504</b> |            |            | <b>1420</b>  |
| 5.1 Provide coordination of staking needs w/ Contractor                        |                           | 200         |            |            |             |             |            |            |            |            | 200          |
| 5.2 Verify and re-establish the survey control, if needed                      |                           |             |            | 10         |             |             | 20         | 20         |            |            | 50           |
| 5.3 Stake limits of construction throughout project                            |                           |             |            | 20         |             |             | 40         | 40         |            |            | 100          |
| 5.4 Mark removal limits. Stake ROW & const easements                           |                           |             |            | 15         |             |             | 30         | 30         |            |            | 75           |
| 5.5 Provide slope stakes for grading   |                           |             |            | 20         |             |             | 40         | 40         |            |            | 100          |
| 5.6 Provide paving hubs  |                           |             |            | 90         |             |             | 180        | 180        |            |            | 450          |
| <del>5.7 Provide cross-section for new culverts</del>                          |                           |             |            |            |             |             |            |            |            |            |              |
| 5.8 Stake fence relocation and guardrail                                       |                           |             |            | 25         |             |             | 50         | 50         |            |            | 125          |
| 5.9 Stake silt fence   |                           |             |            | 20         |             |             | 40         | 40         |            |            | 100          |
| 5.10 Verify exist tie-in elevations, adjust pavement grades                    |                           |             |            | 12         |             |             | 24         | 24         |            |            | 60           |
| 5.11 Trips to Site (Travel Time) for Const Survey/Staking                      |                           |             |            |            |             |             | 80         | 80         |            |            | 160          |
| <b>6. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b> |                           | <b>190</b>  |            |            | <b>1000</b> | <b>900</b>  |            |            |            |            | <b>2090</b>  |
| 6.1 Construction Consultation/Site Manager & DWR                               |                           | 190         |            |            | 1000        | 900         |            |            |            |            | 2090         |
| <b>7. Girder Shim Surveying (Bridge Projs Only)</b>                            |                           |             |            |            |             |             |            |            |            |            |              |
| <del>7.1 Girder Shim Shots for Steel Girder Bridges</del>                      |                           |             |            |            |             |             |            |            |            |            |              |
| <del>7.2 Concrete Slab Bridge Deck Form Checks</del>                           |                           |             |            |            |             |             |            |            |            |            |              |
| <del>7.3 Trips</del>   |                           |             |            |            |             |             |            |            |            |            |              |
| <b>8. Perform Bearing Calculations</b>   |                           |             |            |            |             |             |            |            |            |            |              |
| <del>8.1 Perform Bearing Calculations</del>                                    |                           |             |            |            |             |             |            |            |            |            |              |
| <b>9. Construction Inspection</b>  |                           | <b>28</b>   | <b>32</b>  |            | <b>4936</b> | <b>5123</b> |            |            |            |            | <b>10119</b> |
| 9.1 Construction Inspection  |                           |             | 24         |            | 4500        | 4570        |            |            |            |            | 9094         |
| 9.2 Measure, calculate, and document qty of pay items                          |                           |             |            |            | 300         | 500         |            |            |            |            | 800          |
| 9.3 Maintain records/data, prepare Weekly Report of WDS                        |                           | 28          |            |            | 136         | 53          |            |            |            |            | 217          |
| 9.4 Trips to Site (Travel Time) for Const Inspection                           |                           |             | 8          |            |             |             |            |            |            |            | 8            |
| <b>10. Perform Material Sampling and Testing</b>                               |                           |             |            |            | <b>240</b>  | <b>327</b>  |            |            |            | <b>650</b> | <b>1217</b>  |
| 10.1 Collect, verify, document, deliver all samples to test lab                |                           |             |            |            | 200         | 290         |            |            |            | 150        | 640          |
| 10.2 Provide all req'd material certs to the NDOR M&R Lab                      |                           |             |            |            | 40          | 37          |            |            |            | 100        | 177          |
| 10.3 Review and document all test results of all samples                       |                           |             |            |            |             |             |            |            | 200        |            | 200          |

| TASKS   | PERSONNEL CLASSIFICATIONS |             |             |             |             |             |            |            |            |             |                 |
|---|---------------------------|-------------|-------------|-------------|-------------|-------------|------------|------------|------------|-------------|-----------------|
|   | PR                        | PM          | ENG         | DES         | INSP 1      | INS 2       | INS 3      | INS 4      | ADM        | MT          | Total           |
| 10.4 Evaluate Unsuitable soils or subgrade                    | Will supplement if needed |             |             |             |             |             |            |            |            |             |                 |
| 10.5 Trips to Site (Travel) for Delivery & Collecting Samples |                           |             |             |             |             |             |            |            |            | 200         | 200             |
| <b>11. As-Built Drawings</b>                                  |                           | <b>20</b>   |             |             | <b>40</b>   |             |            |            |            |             | <b>60</b>       |
| 11.1 Prepare As-Built Drawings                                |                           | 20          |             |             | 40          |             |            |            |            |             | 60              |
| <b>12. Final Inspections</b>                                  |                           | <b>8</b>    | <b>8</b>    |             | <b>16</b>   |             |            |            | <b>2</b>   |             | <b>34</b>       |
| 12.1 Walkthrough of Site and Preparation of Punch List        |                           | 8           | 8           |             | 12          |             |            |            | 2          |             | 30              |
| 12.2 Review Project to verify Punch List has been completed   |                           |             |             |             | 4           |             |            |            |            |             | 4               |
| <b>13. Project Closeout</b>                                   |                           | <b>40</b>   | <b>8</b>    |             | <b>80</b>   | <b>40</b>   |            |            | <b>10</b>  |             | <b>178</b>      |
| 13.1 Project Closeout   |                           | 40          | 8           |             | 80          | 40          |            |            | 10         |             | 178             |
| <b>14. Other</b>  |                           |             | <b>83</b>   | <b>72</b>   |             |             |            |            | <b>500</b> |             | <b>655</b>      |
| 14.1, Design Revisions & Plan Modifications                   |                           |             | 3           | 12          |             |             |            |            |            |             | 15              |
| 14.2, Additional Public Engagement                            |                           |             | 80          | 60          |             |             |            |            | 500        |             | 640             |
| 14.3, Settlement Monitoring                                   | Hours covered under 9,1   |             |             |             |             |             |            |            |            |             |                 |
|   |                           |             |             |             |             |             |            |            |            |             |                 |
|   |                           |             |             |             |             |             |            |            |            |             |                 |
| <b>Total Days</b>   | <b>4.5</b>                | <b>311</b>  | <b>95.6</b> | <b>35.5</b> | <b>809</b>  | <b>853</b>  | <b>63</b>  | <b>63</b>  | <b>116</b> | <b>81.5</b> | <b>2432</b>     |
| <b>Total Hours</b>  | <b>36</b>                 | <b>2485</b> | <b>765</b>  | <b>284</b>  | <b>6471</b> | <b>6822</b> | <b>504</b> | <b>504</b> | <b>930</b> | <b>652</b>  | <b>19,453.0</b> |



**Notes & Assumptions**

**Construction Engineering**

**Project Name:** Construction Engineering  
**Consultant:** Olsson

**Project Number:** MAPA-5061(5)  
**Control Number:** 22276

**Notes & Assumptions**

Full Year Project Work  
Assumed 6 days/week  
Assumed 130 non-working days Sundays, Saturdays and Holidays  
Duration  
792 Calendar Days  
114 Weeks  
684 workdays assuming 6 days/week 10 hours a day Inspectors  
570 workdays assuming 5 days/week 5 hours a day PM  
Assumed weekly construction progress meeting w/ PM & Insp1 present.

**Project Cost & Breakdown****Construction Engineering**

Project Name: 36th Street Bline to Sheridan  
 Consultant: Olsson  
 Consultant PM: Marty Weander  
 NDOT PC: Karl Burns  
 Date: #####

Project Number: MAPA-5061(5)  
 Control Number: 22276

| LABOR COSTS           |       |                 |                       |
|-----------------------|-------|-----------------|-----------------------|
| Classification        | Hours | Weighted Rate   | Amount                |
| Principal             | 36    | \$269.60        | \$9,705.60            |
| Project Manager       | 2,485 | \$115.80        | \$287,763.00          |
| Engineer              | 765   | \$206.70        | \$158,125.50          |
| Designer/CAAD Tech    | 284   | \$105.50        | \$29,962.00           |
| Lead Inspector        | 6,471 | \$106.35        | \$688,190.85          |
| Inspector 2           | 6,822 | \$96.35         | \$657,299.70          |
| Survey Crew Chief     | 504   | \$87.88         | \$44,291.52           |
| Survey Crew Assistant | 504   | \$74.90         | \$37,749.60           |
| Administrative        | 930   | \$84.54         | \$78,622.20           |
| Material Testing      | 652   | \$65.17         | \$42,490.84           |
|                       | 19453 | <b>Subtotal</b> | <b>\$2,034,200.81</b> |

| DIRECT EXPENSES            | Amount             |
|----------------------------|--------------------|
| Subconsultants:            |                    |
| Printing And Reproduction: | \$800.00           |
| Mileage/Travel:            | \$59,250.00        |
| Lodging/Meals:             |                    |
| Other Miscellaneous Costs: | \$22,049.19        |
|                            | <b>Subtotal</b>    |
|                            | <b>\$82,099.19</b> |

| TOTAL PROJECT COSTS | Amount                |
|---------------------|-----------------------|
| Labor Costs         | \$2,034,200.81        |
| Direct Expenses     | \$82,099.19           |
|                     | <b>TOTAL COST</b>     |
|                     | <b>\$2,116,300.00</b> |

| LABOR COST BY MAJOR TASKS | Direct Labor | Amount       |
|---------------------------|--------------|--------------|
|                           | \$813,323.31 | \$813,323.31 |



**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum amounts established in this Agreement for each category of cost. total agreement amount. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf.

| AMOUNT              | CATEGORY                      |
|---------------------|-------------------------------|
| \$2,034,200.81      | for actual direct labor costs |
| <u>\$ 82,099.19</u> | for direct expenses           |
| \$2,116,300.00      | total agreement amount        |

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Over-run: Consultant shall require all of its subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run, and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs, and direct non-labor costs as defined below which Consultant has incurred within 90 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate) Consultant will charge State for Consultant's employees' time working directly on this project. The direct labor costs is calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "A" Consultant's Fee Proposal, by the hours worked (in increments not less than one quarter hour).

The Staffing Plan must identify by name all employees of the Consultant who are

reasonably expected to provide Services under this Agreement. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor**. Reference the Staffing Plan Section of this Agreement regarding changes in personnel.

2) **Time Reports:** All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate, and have appropriate supervisory approval.

B. *This section has intentionally been left blank.*

C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and *LPA, or State on LPA's behalf*. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, includes only allowable costs, and has proper documentation before sending to State.
- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
  - (a) Field Expenses – Consultant must provide a breakdown of miscellaneous and field expenses and, when applicable, provide receipts. Non-perishables such as personal toiletries, forks, plates, and such, are not reimbursable unless claimed under sections 4. C. 3) e) (x) and 4. C. 4).
  - b) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card

receipt that displays only the total cost of the transportation expense is not sufficient documentation.

- c) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
- (ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on NDOT's Travel log, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. NDOT's Travel log form is available on the State's website at

<http://dot.nebraska.gov/business-center/consultant/>.

- d) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

- e) MEALS –

- (i) Reimbursement for any meal exceeding \$4.99 requires an itemized receipt showing all food and drink purchased for that meal. A bank card receipt that displays only the total cost of the meal is not sufficient documentation. If a meal receipt is submitted for reimbursement that does not itemize all food and drink purchased, Consultant may bill and State will pay up to \$4.99.
- (ii) Consultant may submit only one receipt for each meal: breakfast, lunch, and dinner (except as provided below for groceries). State will reimburse no more than \$35.00 for any meal, including tax and tip.
- (iii) State will not reimburse for any purchases that are not part of a meal, such as snacks, sodas, coffee, or water bottles; although, such purchases may be submitted as a meal, if all items are on a single receipt and the receipt indicates the purchases were as a meal.
- (iv) Reimbursement for meal gratuities/tips will be whatever is usual or customary, but should not exceed 20 percent.
- (v) Meals are not reimbursable if a meal was provided by a lodging facility or as part of a conference, official function, or event unless: 1) Consultant's employee leaves the lodging facility or conference/function for the worksite or home before the meal is served or 2) Consultant's employee has dietary restrictions or food allergies that prevent them from participating in the provided meal and must eat elsewhere; then Consultant may submit a meal receipt identifying the dietary restriction or food allergy.

- (vi) Meals (including groceries as described below) and incidental expenses will be reimbursed at actual costs not to exceed the prevailing standard daily rate as indicated on the GSA website noted above. The costs are broken out in the GSA table by breakfast, lunch, and dinner. If a meal is not reimbursable in accordance with this Agreement, then Consultant must deduct the meal(s) before submitting the Travel log for reimbursement. Incidentals identified in GSA's chart are defined as fees and tips given to baggage carriers and hotel staff and included in daily allowance.
- (vii) Expenses for alcoholic beverages, tobacco, and related taxes are not reimbursable.
- (viii) Consultant will not be reimbursed for purchasing meals for State employees. State employees are responsible for their own meals.
- (ix) Consultant shall give State the benefit of all meal discounts.
- (x) Grocery Receipts: In lieu of eating at a restaurant, Consultant may be reimbursed for food and food service items purchased from a grocery store. Consultant shall provide the following supporting information/notes with the receipt: what items were consumed by an employee for which meal on what day. A unit price must be provided for items purchased in bulk so that Consultant can properly bill for only items that were used for meals. The dollar amounts on the receipts shall match the amounts shown on the Travel Log. These costs must be reasonable and the LPA, and State on LPA's behalf, reserve the right to not reimburse if it is not deemed reasonable by LPA, or State on LPA's behalf. Reimbursable grocery expenses do not include non-food items, with the exception of paper/plastic plates and plastic utensils as needed to eat. Exceptions may be allowed if special living arrangements are preapproved by LPA, or State on LPA's behalf, and, if applicable, outlined in this section accordingly.
- (xi) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.
- Breakfast:
- Employee is required to depart at or before 6:30 a.m., or
  - Employee is on overnight travel.
- Lunch:
- Employee must be on overnight travel. No reimbursement will be made for same day travel.
  - Employee is required to leave for overnight travel at or before 11:00 a.m., or
  - Employee returns from overnight travel at or after 2:00 p.m.
- Dinner:
- Employee leaves for overnight travel at or before 5:00 p.m., or
  - Employee returns from overnight travel or work location at or after 7:00 p.m., or
  - Employee is on overnight travel.
- (xii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
- 4) No extended stay arrangements, such as apartments, have been approved.

**5. INELIGIBLE COSTS**

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement or as approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 90 days of the date incurred. Consultant (including its employees) is assumed to have incurred travel costs on the day travel occurred. Consultant is assumed to have incurred costs from a Subconsultant on the same day the Subconsultant incurred the cost.

6. *This section has intentionally been left blank.*

**7. INVOICES AND PROGRESS REPORTS**

A. Consultant shall promptly submit invoices to State based on Consultant's billing period, but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 90 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

- i. The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
- ii. The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.**
- iii. Direct non-labor expenses:
  1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
  2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
  3. All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- iv. Time Records, as outlined in Section 4. A. 2).
  - v. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.
- 2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
- i. A description of the Services completed for the service period to substantiate the invoiced amount.
  - ii. A description of the Services anticipated for the next service period
  - iii. A list of information Consultant needs from LPA, or State on LPA's behalf
  - iv. Percent of Services completed to date
- NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
- 3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. State encourages Consultant to utilize the macro-enabled version to reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
- 4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.
- 5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on NDOT's Travel log, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.
- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq.
- ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO,

FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

**8. PAYMENTS**

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause, and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. *This section has intentionally been left blank.*

**12. FINAL INVOICE AND PAYMENT**

A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, and expenses. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things

done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**13. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 90 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
  - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
  - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and

- 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

**16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

**17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; cost of meals; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: 11/17/2020        |  | SUBMITTED BY: 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:

Approve updated Application for Federal Assistance SF-424 to reflect corrected CDBG FY 2020 allocation in the amount of \$344,590.00

SYNOPSIS/BACKGROUND:

On July 21, 2020, the City Council approved the 2020 Action Plan including the FY-20 entitlement allocation in the amount of \$344,643.00. On October 22, 2020, the City was notified of an error in the calculation of the FY-20 entitlement allocation amount. The letter stated the correction in the formula resulted in a decrease in the allocation to Bellevue in the amount of \$53.00, or 0.02%, for a total allocation of \$344,590.00. In the first step for HUD to approve the correct amount, Bellevue must submit a new SF-424. Following approval, CDBG staff will amend the Action Plan to reflect the new recommended funding amounts with Program Administration decreased \$53.00. HUD will then send Bellevue a new grant agreement to reflect the correct allocation amounts.

FISCAL IMPACT: \$344,590.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: Habitat for Humanity of Sarpy Co INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_ CONTRACT TERM: \_\_\_\_\_ CONTRACT END DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

START DATE: 10/01/2020 END DATE: 09/30/2023 PAYMENT DATE: \_\_\_\_\_ INSURANCE REQUIRED: YES

CIP PROJECT NAME: \_\_\_\_\_ CIP PROJECT NUMBER: \_\_\_\_\_

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192 ACCOUNT NUMBER: \_\_\_\_\_

RECOMMENDATION:

Approve and authorize City Council President to sign the Application for Federal Assistance SF-424 for FY20 CDBG entitlement funds and submit to HUD.

ATTACHMENTS:

- Application for Federal Assistance SF-424
- 2020 Funding Recommendation
- HUD Letter
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*  
*[Signature]*  
*[Signature]*

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

47-6006099

5a. Federal Entity Identifier:

47-6006099

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

CITY OF BELLEVUE

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

47-6006099

\* c. Organizational DUNS:

0541562600000

**d. Address:**

\* Street1:

1500 WALL STREET

Street2:

\* City:

BELLEVUE

County/Parish:

\* State:

NE: Nebraska

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

68005-3675

**e. Organizational Unit:**

Department Name:

FINANCE DEPARTMENT

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

Ms.

\* First Name:

ABBY

Middle Name:

\* Last Name:

HIGHLAND

Suffix:

Title:

CDBG PROGRAM ADMINISTRATOR

Organizational Affiliation:

CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT

\* Telephone Number:

402-293-3000

Fax Number:

402-293-3058

\* Email:

abby.highland@outlook.com

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**11. Catalog of Federal Domestic Assistance Number:**

14.218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

PROJECTS TO BE FUNDED WITH B-20 CDBG ENTITLEMENT FUNDING INCLUDES HOUSING, PUBLIC SERVICE, ECONOMIC DEVELOPMENT/COMMERCIAL REHABILITATION, AND PROGRAM ADMINISTRATION ACTIVITIES.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

|                     |   |
|---------------------|---|
| * a. Federal        | <input type="text" value="344,590.00"/> |
| * b. Applicant      | <input type="text"/>                    |
| * c. State          | <input type="text"/>                    |
| * d. Local          | <input type="text"/>                    |
| * e. Other          | <input type="text"/>                    |
| * f. Program Income | <input type="text"/>                    |
| * g. TOTAL          | <input type="text" value="344,590.00"/> |

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

|  |  |
|--|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL<br> | TITLE<br>CITY COUNCIL PRESIDENT  |
| APPLICANT ORGANIZATION<br>CITY OF BELLEVUE   | DATE SUBMITTED<br> |

**2020 ACTION PLAN FUNDING RECOMMENDATION**

| <b>Applicant/Project</b>   | <b>Requested Funding</b> | <b>Recommended Funding</b>                                 |
|--|--------------------------|--|
| <b>Acquisition/ Housing</b>  |                          |  |
| <b>Housing Foundation of Sarpy County – Deer Creek Village Apartments</b><br>Request funding to assist with acquisition and infrastructure improvements for the development of a new affordable housing apartment complex.   | \$ 200,000.00            | \$ -   |
| <b>Public Services</b>   |                          |  |
| <b>Bellevue Junior Sports Association – Sports Participation Assistance Program</b><br>Request funding to offer a participation assistance for registration and equipment fees to low- and moderate-income households within city limits. Assistance will be open to all sports programs offered by application. | \$ 8,000.00              | \$ 8,000.00  |
| <b>Eastern Nebraska Community Action Partnership (ENCAP) – Food Delivery Program</b><br>Request funding to assist with the expansion of the Bellevue Food Pantry service by adding a food delivery service to households in Bellevue.  | \$ 56,298.00             | \$ 56,298.00   |
| <b>Housing</b>   |                          |  |
| <b>Habitat for Humanity of Sarpy County – Rehabilitation of Single-Family Housing Unit</b><br>Request funding to assist with rehabilitation of a single-family housing unit acquired by Habitat and available for affordable housing.  | \$ 38,000.00             | \$ 38,000.00   |
| <b>Economic Development/Commercial Rehabilitation</b>  |                          |  |
| <b>All-Brite Glass and Screen – Parking Lot/Sidewalk Replacement</b><br>Request funding to assist with reconstruction of the parking lot and sidewalks at the business located at 601 West Mission Ave.  | \$ 56,880.00             | \$ 7,358.00<br><i>Sidewalk Rehabilitation</i>              |
| <b>Bellevue Volunteer Fire Hall – Facility Upgrade Project</b><br>Request funding to assist with façade improvements including flooring, window replacement and door replacement at the building located at 2108 Franklin Street in Olde Towne Bellevue.   | \$ 19,439.00             | \$ 19,439.00<br><i>Only Façade Improv. – Windows/Doors</i> |
| <b>First Baptist Church of Bellevue – Parking Improvements</b><br>Request funding to assist with rehabilitation of the parking facilities damaged during flood response and to continue to provide parking for Olde Towne Bellevue.  | \$ 8,548.00              | \$ 8,548.00  |
| <b>MRH Land LLC – First City Tavern and Grill</b><br>Request funding to assist with façade improvements including window replacement, canvas tenting, and  | \$ 45,000.00             | \$ 45,000.00   |

|   |                      |   |
|---|----------------------|---|
| railings for the building at 2210 Franklin Street in Olde Towne.  |                      |   |
| <b>MRJC Holdings, LLC – One01 Mission Building</b><br>Request funding to assist with façade improvements including window replacement at the building on the corner of Franklin Street and Mission Street in Olde Towne Bellevue.               | \$ 57,500.00         | \$ -  |
| <b>Marathon Ventures, Inc. – Rehabilitation 909 Fort Crook Road N</b><br>Request funding to assist with building rehabilitation improve food safety and provide a basis for growth and increased employment.                                    | \$ 150,000.00        | \$ 100,000.00   |
| <b>Willabees Barbershop – Building Improvement Project</b><br>Request funding to assist with façade improvements including sidewalk, landscaping and window replacement at the building located at 2268 Franklin Street in Olde Towne Bellevue. | \$ 42,201.89         | \$ 12,000.00<br><i>Sidewalk/Façade Improvement Only</i> |
| <b>Administration and Planning</b>  |                      |   |
| <b>City of Bellevue - Administration</b><br>Request funding for general management, oversight, coordination, and staff expense for the CDBG program.  | \$ 50,000.00         | \$ 49,947.00*   |
| <b>Total CDBG Funding</b>   |                      |   |
|   | <b>\$ 731,866.89</b> | <b>\$ 344,590.00*</b>                                   |

\*Amounts changed to reflect corrected amount as per October 22, 2020 HUD Letter.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

October 22, 2020

**CORRECTED NOTICE**

The Honorable Rusty Hike  
Mayor of Bellevue  
1500 Wall Street  
Bellevue, NE 68005 - 5299

Dear Mayor Hike:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2020 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations across the country. President Trump signed Public Law 116-94 on December 20<sup>th</sup>, 2019, which includes FY 2020 funding for these programs.

Since issuing the original allocation announcement letters, HUD has discovered an error in the formula calculation for two CPD formula programs, the Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME) programs, stemming from issues at HUD field offices in California which are currently being resolved. HUD informs you that the correction to the formula has resulted in a decrease in the allocation for your community, an amount representing 99.98% of your total CDBG grant for FY 2020. Bellevue's original CDBG allocation was \$344,643. Your jurisdiction's FY 2020 available allocation is now as follows:

|  |           |
|--|-----------|
| Community Development Block Grant (CDBG) | \$344,590 |
|--|-----------|

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

Based on your jurisdiction's CDBG allocation for this year, you also have \$1,723,215 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in Opportunity Zones or other target areas in your jurisdiction.

HUD continues to emphasize the importance of effective performance measurements in all of its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and

policies, providing demographic and income information about the persons that benefited from a community's activities, and allowing HUD to monitor grantees. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

A handwritten signature in black ink, appearing to read "John Gibbs", written in a cursive style.

John Gibbs  
Assistant Secretary (Acting)  
for Community Planning and Development  
U.S. Department of Housing and Urban Development

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: 11/17/2020        |  | SUBMITTED BY: CDBG/Finance 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:

Approve the Environmental Review Record and Request for Release of Funds for CDBG 2020 projects and authorize submittal to HUD.

SYNOPSIS/BACKGROUND:

The City of Bellevue is required to perform an environmental assessment for all project receiving CDBG assistance to identify any potential environmental issues and verify there will not be a negative impact on the environment. The Environmental Review Record for the approved 2020 Projects has been completed and a Notice of Finding of No Significant Impact and Request for Release of Funds has been released and published for citizen review. All 2020 projects were previously approved by the City Council as part of the CDBG Action Plan on July 21, 2020.

FISCAL IMPACT: \$344,629.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO None required.

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: CDBG-192000 HUD Projects |                             |                          |
| START DATE: 10/01/2020                 | END DATE: 09/30/2021        | PAYMENT DATE:            |
| INSURANCE REQUIRED: YES                |                             |                          |
| CIP PROJECT NAME:                      | CIP PROJECT NUMBER:         |                          |
| STREET DISTRICT NAME (S):              | STREET DISTRICT NUMBER (S): |                          |
| ACCOUNTING DISTRIBUTION CODE: CDBG-192 | ACCOUNT NUMBER:             |                          |

RECOMMENDATION:

Approve and authorize City Council President to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications, the submission to HUD.

ATTACHMENTS:

- |                    |                     |    |
|--------------------|---------------------|----|
| 1. Combined Notice | 2. HUD Form 7015.15 | 3. |
| 4.                 | 5.                  | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**CITY OF BELLEVUE**  
**NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND**  
**NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

October 28, 2020

City of Bellevue, NE, 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Bellevue.

**REQUEST FOR RELEASE OF FUNDS**

On or after November 17, 2020, the City of Bellevue will submit a request to the U.S. Department of Housing & Urban Development (HUD) for the release of CDBG program funds under Title I of the Housing and Community Development Act of 1974, as amended, in the amount of \$344,629.00 to implement the following projects: Administration, Housing, Economic Development and Public Service. The following projects identified in the City of Bellevue FY 2020 Action Plan are exempt from 24 CFR 58.34 Subpart D: ENCAP Food Delivery Program, \$56,298; BJSJA Sports Participation Assistance Program, \$8,000; Program Administration, \$50,000. The following projects are not exempt from 24 CFR Part 58.34 Subpart D – Environmental Review Process, therefore, a public notice is required.

Categorically Excluded, Subject to 58.5

- Habitat for Humanity of Sarpy County Housing Rehabilitation – project includes rehabilitation of single-family housing unit for the development of affordable housing, \$38,000.00
- All-Brite Parking Rehabilitation – project includes sidewalk and parking rehabilitation at the building located at 601 West Mission Ave, \$7,358.00
- BVFD Facility Upgrade Project – project includes façade improvement for exterior doors and windows for the building at 2108 Franklin Street, \$19,439.00
- FBC Parking Improvement – project includes the rehabilitation of the parking lot for the building at 112 East 23<sup>rd</sup> Street, \$8,548.00
- MRH First City Tavern and Grill – proposed project includes assistance for façade improvements including window replacement, canvas tenting, and railings, at the building located at 2210 Franklin Street, \$45,000.00
- Marathon Commercial Business Rehabilitation – the project includes improvements and rehabilitation to meet food safety requirements for the building at 901 Fort Crook Road N, \$100,000.00
- Willabees Building Improvement Project – the project includes façade improvement including sidewalks and windows for the building located at 2268 Franklin Street, \$ 12,000.00

**FINDING OF NO SIGNIFICANT IMPACT**

The City of Bellevue has determined that the projects will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Bellevue, CDBG Office, located at 1500 Wall Street, Bellevue, NE 68005 and may be examined or copied weekdays 8:00 a.m. to 4:30 p.m. The ERR is also available on the website, <https://www.onecpd.info/environmental-review/environmental-review-records>

**PUBLIC COMMENTS**

Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by November 17, 2020, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

**RELEASE OF FUNDS**

The City of Bellevue certifies to HUD that, Don Preister in his capacity as City of Bellevue City Council President, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Bellevue to use HUD program funds.

**OBJECTIONS TO RELEASE OF FUNDS**

HUD will accept objections to its release of fund and the City of Bellevue's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Bellevue; (b) the City of Bellevue has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD at: U.S. Department of Housing and Urban Development, Omaha Field Office, Edward Zorinsky Federal Building, 1616 Capitol Avenue, Suite 329, Omaha, Nebraska 68102-4908. Potential objectors should contact HUD to verify the actual last day of the objection period.

Abby Highland  
CDBG Program Administrator

Don Preister  
City Council President, City of Bellevue

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

|   |   |   |
|---|---|---|
| 1. Program Title(s)<br>Community Development Block Grant Entitlement  | 2. HUD/State Identification Number<br>B-20-MC-31003   | 3. Recipient Identification Number (optional) |
| 4. OMB Catalog Number(s)<br>14.218  | 5. Name and address of responsible entity<br>City of Bellevue, 1500 Wall Street, Bellevue, NE 68005 |   |
| 6. For information about this request, contact (name & phone number)<br>Abby Highland, CDBG Program Administrator, (402)293-3000  | 7. Name and address of recipient (if different than responsible entity)                             |   |
| 8. HUD or State Agency and office unit to receive request<br>U.S. Department of Housing and Urban Development, Omaha Field Office |   |   |

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

|   |   |
|---|---|
| 9. Program Activity(ies)/Project Name(s)<br>2020 Action Plan Activities | 10. Location (Street address, city, county, State)<br>City-wide; Bellevue, NE |
|---|---|

11. Program Activity/Project Description

Housing - Habitat for Humanity Housing Rehabilitation, rehabilitation of single-family housing unit for the development of affordable housing, \$38,000  
Public Service - ENCAP Food Delivery Program, delivery of food to LMI households, \$56,298; BJSA Sports Participation Assistance Program, youth sports participation assistance for LMI households, \$8,000  
Economic Development - All-Brite Parking Rehabilitation, sidewalk and parking rehabilitation, \$7,358; BVFD Facility Upgrade Project, exterior doors & windows rehabilitation, \$19,439; FBC Parking Improvement, parking rehabilitation, \$8,548; MRH First City Tavern and Grill, façade improvements including window, canvas tenting, & railings, \$45,000; Marathon Commercial Business Rehabilitation, improvements to meet food safety requirements, \$100,000; Willabees Building Improvement Project, sidewalks & window rehabilitation, \$12,000; Program Administration, \$50,000

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**Part 2. Environmental Certification** (to be completed by responsible entity)

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With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

X

Title of Certifying Officer

City Council President, Bellevue

Date signed

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

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**Part 3. To be completed when the Recipient is not the Responsible Entity**

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The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

X

Title of Authorized Officer

Date signed

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

|   |   |   |
|---|---|---|
| 1. Program Title(s)<br>Community Development Block Grant Entitlement  | 2. HUD/State Identification Number<br>B-20-MC-31003   | 3. Recipient Identification Number (optional) |
| 4. OMB Catalog Number(s)<br>14.218  | 5. Name and address of responsible entity<br>City of Bellevue, 1500 Wall Street, Bellevue, NE 68005 |   |
| 6. For information about this request, contact (name & phone number)<br>Abby Highland, CDBG Program Administrator, (402)293-3000  | 7. Name and address of recipient (if different than responsible entity)                             |   |
| 8. HUD or State Agency and office unit to receive request<br>U.S. Department of Housing and Urban Development, Omaha Field Office | 7. Name and address of recipient (if different than responsible entity)                             |   |

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

|   |   |
|---|---|
| 9. Program Activity(ies)/Project Name(s)<br>2020 Action Plan Activities | 10. Location (Street address, city, county, State)<br>City-wide; Bellevue, NE |
|---|---|

11. Program Activity/Project Description

Housing - Habitat for Humanity Housing Rehabilitation, rehabilitation of single-family housing unit for the development of affordable housing, \$38,000  
Public Service - ENCAP Food Delivery Program, delivery of food to LMI households, \$56,298; BJSA Sports Participation Assistance Program, youth sports participation assistance for LMI households, \$8,000  
Economic Development - All-Brite Parking Rehabilitation, sidewalk and parking rehabilitation, \$7,358; BVFD Facility Upgrade Project, exterior doors & windows rehabilitation, \$19,439; FBC Parking Improvement, parking rehabilitation, \$8,548; MRH First City Tavern and Grill, façade improvements including window, canvas tenting, & railings, \$45,000; Marathon Commercial Business Rehabilitation, improvements to meet food safety requirements, \$100,000; Willabees Building Improvement Project, sidewalks & window rehabilitation, \$12,000; Program Administration, \$50,000

**Part 2. Environmental Certification** (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

X

Title of Certifying Officer

City Council President, Bellevue

Date signed

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

X

Title of Authorized Officer

Date signed

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: 11/17/202         |  | SUBMITTED BY: Capt. Dargy                     |  |
| 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:**  
The Department was approved through the CARES Act to purchase two vehicles that will work with a mobile command post for the City.

**SYNOPSIS/BACKGROUND:**  
The Department does not have a Command Post and was approved to purchase one through the CARES Act. This Command Post is a gooseneck trailer, specifically being built for the Department and it requires a vehicle big enough to safely and efficiently pull it. A 2021 Ford F-450 was identified through State Bid as having the necessary requirements. The price for this vehicle is not to exceed \$54,722.00.  
A separate Command Vehicle is also needed that can respond quickly before the Command Post can be dispatched and work until the Post arrives on location. Once the Post is there, the Command Vehicle can then be used to move to a separate location if needed. A 2021 Ford Expedition was also identified through State Bid as having the necessary requirements. The price for this vehicle is not to exceed \$58,000.00 including \$10,000.00 for additional emergency equipment and technology.

FISCAL IMPACT: 112,722.00      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: CARES ACT Police Department

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: COVID-19F      ACCOUNT NUMBER: \_\_\_\_\_

**RECOMMENDATION:**  
Recommend approval of the purchase of two vehicles from Anderson Ford Lincoln, not to exceed \$112,722.00 with reimbursement through the CARES ACT.

ATTACHMENTS:

- |   |                  |   |                       |   |      |
|---|------------------|---|-----------------------|---|------|
| 1 | Ford F-450 Quote | 2 | Ford Expedition Quote | 3 | Memo |
| 4 |                  | 5 |                       | 6 |      |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Robins*  
*[Signature]*

# ANDERSON

www.AndersonAutoGroup.com

November 9<sup>th</sup>, 2020

Capt. Tom Dargy  
Bellevue Police Dept  
1510 Wall St  
Bellevue, Ne 68005  
Office 402-682-6664  
FBI NA 253

## State Contract # 15045

- 2021 Ford Expedition 4x4 XLT Base price: \$47,175
- Black exterior—included
- Tow package—included
- Front row captain chairs—included
- 60/40 third row folding—included
- Sync 3—included
- 8" LCD screen—included
- Rear view camera—included
- Ford co-pilot 360--included
- Two keys with remote--included
- Push button start—included

Total price: \$47,175

\*\*60-90 days order to delivery

**Bobby Colclasure**

*Anderson Auto Group*

*Commercial & Fleet Director*

*2500 Wildcat Dr., Lincoln, NE 68521*

*Cell-402-617-4521*

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



mazda

### LINCOLN NORTH

2500 Wildcat Drive  
Lincoln, NE 68521  
402 458 9800

### LINCOLN SOUTH

3201 Yankee Hill Road  
Lincoln, NE 68512  
402 464 0661  
(Opening Fall 2011)

### GRAND ISLAND

120 Diers Avenue  
Grand Island, NE 68803  
308 384 1700

### ST. JOSEPH

2207 North Belt Highway  
St. Joseph, MO 64506  
816 383 8000



November 5<sup>th</sup>, 2020

City of Bellevue  
Capt. Tom Dargy

**2021 Ford F450 DRW Crew Cab Diesel**

- Base price XLT 4x4: \$65,630
- Black Exterior: included
- Cloth Seats: included
- 4.30 Limited Slip: included
- Power equipment group: included
- Engine block heater: \$100
- Skid Plates: \$100
- Cruise control: included
- 5<sup>th</sup> wheel prep package: included
- Gooseneck hitch kit (1) 2 5/16" Gooseneck ball, one (1) 3" Gooseneck ball and two (2) safety chain tie-down bars: included.

**Discounted Government Sale Price: \$54,722**

**Bobby Colclasure**  
*Anderson Auto Group*  
*Commercial & Fleet Director*  
*2500 Wildcat Dr., Lincoln, NE 68521*  
*Cell-402-617-4521*

Because People Matter...  
We will serve your needs by always doing what is right.



**LINCOLN NORTH**  
2500 Wildcat Drive  
Lincoln, NE 68521  
402 458 9800

**LINCOLN SOUTH**  
3201 Yankee Hill Road  
Lincoln, NE 68512  
402 464 0661  
*(Opening Fall 2011)*

**GRAND ISLAND**  
120 Diers Avenue  
Grand Island, NE 68803  
308 384 1700

**ST. JOSEPH**  
2207 North Belt Highway  
St. Joseph, MO 64506  
816 383 8000

***BELLEVUE POLICE DEPARTMENT***  
**MEMORANDUM**

TO: Chief Clary

FROM: Capt. Dargy

SUBJECT: Mobile Command Post Vehicles

DATE: 11/09/20



The Department has been in need of a new Mobile Command Post since the previous model was auctioned off due to a lack of spare parts and severe age of the vehicle and equipment. With the availability of the CARE Act, the Department was able to apply for and receive a grant to be used to purchase a new Command Post. Due to problems experienced with the drivetrain and chassis of the previous Command Post, the decision was made to go with a Command Post Trailer and a separate vehicle to pull it. This also resulted in a greater savings as an all in one unit is considerably more expensive. Working with the Command Post Trailer manufacturer, the Ford F-450 was recommended as the vehicle capable of pulling the Trailer.

The Department is also in need of a separate Command Post vehicle that would be capable of quickly responding to an incident to set up Command and Control functions until the Mobile Command Post could arrive. This vehicle would have room for 4 Officers and a pullout EOC rack in the rear area, along with mobile data work stations. This vehicle could also be used in conjunction with a set up command post to respond to areas of need in the City. A Ford Expedition was recommended as having the necessary specifications for this role.

The vehicles selected are all available to be purchased from Anderson Ford in Lincoln, on State Bid and Discounted Government Pricing. The F-450 is quoted at \$54,722.00

**BELLEVUE POLICE DEPARTMENT MEMORANDUM**

**CONTINUED:**

**DATE:**

and the Expedition at \$47,175.00. An additional \$10,000.00 will be needed for the Expedition to equip it with radios, emergency operations slide outs, and laptop computers.

The total cost of this project is not to exceed \$112,722.00 once finalized. If you have any questions, please do not hesitate to ask.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Tom Dargy', written in a cursive style.

Captain Tom Dargy

16d.  
11/17/2020

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: 11/17/202         |  | SUBMITTED BY: Capt. Dargy                     |  |
| 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:**  
The Department was approved through the CARES Act to purchase a Mobil Command Post for the City.

**SYNOPSIS/BACKGROUND:**  
The Department does not have a Command Post and was approved to purchase one through the CARES Act. This Command Post is a gooseneck trailer and specifically being built for the Department. It will be outfitted and equipped to work with the City Emergency Operations Center if needed or as a stand alone. MBF Industries was selected as the manufacturer of this Command Post.

FISCAL IMPACT: 400,000.00 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: CARES ACT Police Department

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: COVID-19F ACCOUNT NUMBER:

**RECOMMENDATION:**  
Recommend approval of the purchase of a Command Post Trailer, from MBF Industries, Inc. not to exceed \$400,000.00 with reimbursement through the CARES ACT.

**ATTACHMENTS:**

|                       |         |    |
|-----------------------|---------|----|
| 1. Command Post Quote | 2. Memo | 3. |
| 4.                    | 5.      | 6. |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: A. Bree Robins

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]



# **MBF Industries, Inc.**

*ENGINEERED FOR LIFE*

Quotation  
Bellevue, NE Police Department  
Command Trailer

November 9, 2020

Presented to:

Lt. Kurt Stroehrer  
Bellevue Police Department  
kurt.stroehrer@bellevue.net  
402-682-6604

Price, per unit:

Mobile Command Trailer  
Per Specifications  
Drawing: JL- 15189 Dated: 11/09/20  
FOB Sanford, FL

**Command Trailer \$348,044.00**

Proposal Includes:

- Cost quotation
- Per attached drawings
- General & chassis specifications

Terms of Sale:

- Net 30 Days with approved Purchase Order
- Price honored for 90 days
- Pre-payment for grant purposes is acceptable

Warranty:

- MBF Conversion: 2 yrs./Unlimited miles
- Electrical: 5yrs./Unlimited miles
- Chassis: By manufacturer
- All installed components revert back to manufacture warranty

Submitted by:

Andy Grose  
andy@mbfindustries.com  
Specialty Vehicle Consultant  
407-323-9414 ext. 105



# **MBF Industries, Inc.**

---

*ENGINEERED FOR LIFE*

Thank You!

We appreciate your interest in selecting MBF as a possible supplier to build your specialty vehicle. We are dedicated to making your building process a positive experience for all involved, from start to finish and beyond. During the process you will have the ability to check status, request production photos and have contact with those directly involved with the construction of your vehicle.

Again, we thank you for contacting MBF, and if you have any question please do not hesitate to contact us.

Sincerely,

Team MBF

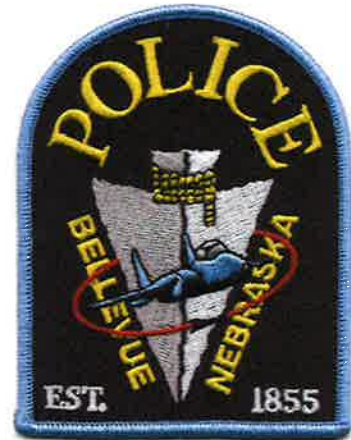
***BELLEVUE POLICE DEPARTMENT***  
**MEMORANDUM**

TO: Chief Clary

FROM: Capt. Dargy

SUBJECT: Command Post

DATE: 11/09/20



The Department has been in need of a new Mobile Command Post since the previous model was auctioned off due to a lack of spare parts and severe age of the vehicle and equipment. With the availability of the CARE Act, the Department was able to apply for and receive a grant to be used to purchase a new Command Post. Due to problems experienced with the drivetrain and chassis of the previous Command Post, the decision was made to go with a Command Post Trailer and a separate vehicle to pull it. This also resulted in a greater savings as an all in one unit is considerably more expensive.

MBF Industries was selected and has provided a quote for \$348,044.00. This includes about ninety-five percent of what the Department needs. The Department will need approximately \$50,000.00 in additional funds to outfit the Command Post with mission specific components for the Department, such as our radios, MACH and computers. This Command Post will be vital to both the City and Police Department to set up operations on scene in a safe and sometimes complex environment to provide Command and Control. Please let me know if you have any questions.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Tom Dargy", written over a horizontal line.

Captain Tom Dargy

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: 11/17/2020        |  | SUBMITTED BY: Parks and Recreation            |  |
| 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:

Manage the plantings located at Culver's/Big Papio Trail Head Garden.

SYNOPSIS/BACKGROUND:

Bellevue Native Plant Society (BNPS) a private volunteer organization is volunteering to provide maintenance of the plantings of Culver's/Big Papio Trail Head Garden.

FISCAL IMPACT: NONE 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: MOU Culver's/Big Papio Trail Head Garden

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: 09/15/2020 END DATE: 09/14/2023 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 the MOU Agreement with BNPS for the purpose of providing the maintenance of the plantings at Culver's/Big Papio Trail Head Garden.

ATTACHMENTS:

1. MOU Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. B. ...*  
*[Signature]*

## MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement (MOU/A) is executed by the City of Bellevue Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to a "CITY" and the Bellevue Native Plant Society, a private volunteer organization, hereinafter referred to as "BNPS" for the purpose of providing for the maintenance of the plantings in the public areas within the CITY limits.

**WHEREAS**, the BNPS and its volunteers are desirous of beginning and continuing the beautification efforts of the Trail Head Rain Garden; and

**WHEREAS**, CITY and BNPS wish to enter into this agreement to allow for the maintenance of Culvers/Big Papio Trail Head Rain Garden and the volunteers are willing to provide the necessary labor and material for continuation of the maintenance of the planting located at 36<sup>th</sup> St. and Papio Creek; and

**WHEREAS**, it is in the best interests of all concerned that BNPS maintain or improve the plantings in the public area described below.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES AS FOLLOWS:

### Section1. Duties of BNPS

BNPS, being a private members organization of residents of the CITY, Shall be responsible to provide all labor and material for the maintenance and /or improvement of the plantings within the Trail Head Rain Garden.

One planting area, as follows: Culvers/Big Papio Creek Trail Head, 36<sup>th</sup> St. and Papio Creek.

Maintenance of the plantings within this area, shall include placement of mulch, planting and watering of plants, treating of the area for weeds, disease and harmful insects, and routine trimming of plants and/or bushes, not requiring the services of a certified tree professional.

### Section 2. Duties of City of Bellevue

CITY shall provide grass mowing of the designated public right of way adjacent to the Trail Head Rain Garden.

CITY shall provide advisory access to city staff to address questions and provide direction regarding landscaping issues.

Section 3. Term

The term of this Memorandum of Understanding and Agreement, shall be three calendar years beginning September 15, 2020 and concluding September 14, 2023. The MOU/A may be extended in three-year increments by mutual agreement of the parties and as approved in writing. Any extension shall be in the form of an Addendum to this agreement and signed by all parties. The MOU/A may be terminated by either party by giving thirty (30) days written notice.

Executed by the City of Bellevue, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

BY:

\_\_\_\_\_  
MAYOR

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

Executed by the Bellevue Native Plant Society, this 10th day of November, 2020

BY:

Witness:



\_\_\_\_\_

Name Stephanie Barelman

Name

President - Bellevue Native Plant Society

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name