

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

Tuesday, February 16, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. Pursuant to the Governor's Executive Order 20-36 and 21-02, said meeting may be held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting will be by a virtual meeting and the public may join by calling our Community Relations Department by February 12, 2021 at 402-293-3052 and being provided a link to attend the meeting via GoToMeeting. Said meeting, can be viewed via Facebook Live by visiting the City of Bellevue Facebook page, but no public participation will be allowed or considered via Facebook live. If any evidence or other documentation is going to be presented to the Mayor and City Council, the documentation needs to be received by the City Clerk no later than February 12, 2021 at 4:00 p.m. The meeting will not be televised live but will be played back on the City of Bellevue's YouTube Channel within a few days of the meeting. The City of Bellevue thanks you for your cooperation during these unprecedented times as we conduct this public meeting in the safest way possible for all those involved.

2. PLEDGE OF ALLEGIANCE / INVOCATION

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - (Posted in the Entry to the Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive 20-36 and 21-02).

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 January 28, 2021 Planning Commission Minutes.

2. * Acknowledge receipt of January 21, 2021 Tree Board Minutes.

3. * Approval of February 2, 2021 City Council Minutes.

6. * APPROVAL OF CLAIMS.

7. SPECIAL PRESENTATIONS: NONE

8. ORGANIZATIONAL MATTERS:

a. * Recommendation to appoint Rosemary White and reappointment of Dan Bankey to the CDBG Committee. (CDBG/Finance Department)

9. APPROVED CITIZEN COMMUNICATION: NO COMMUNICATION RECEIVED

10. LIQUOR LICENSES: NONE

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 4024: Request to rezone Lots 1 through 263, and Outlots A through D, Alta Collina, being a platting of the South 1/2 of the Northeast 1/4 of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RS-72 and RD-60 for the purpose of single-family residential development. Applicant: Orchard Valley Inc. Location: S. 48th Street south of Capehart Road. (Planning Manager)

1. Request to approve preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina.

b. Ordinance No. 4023: Request to rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX for the purpose of flex development. Applicant: Dennis Schworer, LLC. General Location: 10th Street and Alberta Avenue. (Planning Manager)

12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE

13. ORDINANCES FOR INTRODUCTION (1st reading):

- a. Ordinance No. 4026: Request to rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RS-120 for the purpose of residential development. Applicant: HBC Homes. Location: 2116 Fairview Road. (Planning Manager)
- b. Ordinance No. 4027: Request to amend section 5.28, City of Bellevue Zoning Ordinance, regarding permitted uses in the MH (Heavy Manufacturing) zoning district to allow for concrete recycling. Applicant: Douglas Earnest/Central Recycling, LLC. (Planning Manager)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

- a. Resolution No. 2021-05: Approve and authorize Mayor to sign the resolution and the Preliminary Engineering Services Agreement - BK2102 with Olsson for the 36th Street, N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276, in an amount not to exceed \$11,700.00. (Public Works Director)

16. CURRENT BUSINESS:

- a. Approve and authorize the Mayor to sign the Amendment extending the 2019 CDBG Subrecipient Agreement with the Bellevue Junior Sports Association for the Participation Assistance Program, in an amount not to exceed \$2,570.00. (CDBG/Finance Department)
- b. Approve and authorize the Mayor to sign Amendment extending the 2019 CDBG Subrecipient Agreement with the Housing Foundation for Sarpy County for the Capacity Building project, in an amount not to exceed \$10,000.00. (CDBG/Finance Department)
- c. Recommendation to approve payment to Racom to finish the Station Alerting Project, in an amount not to exceed \$36,328.65 (2021 Service Agreement - \$14,177.17; Final payment for (4) Stations and Primary - \$17,392.15; Brackets and install at District 3 to move screens; and \$3825.00 - Added Hardware to separate calls in sleeping quarters). (Fire Chief)
- d. Approve and authorize the Mayor to sign the agreement with RJN Group, Inc. for the Whitted Creek Sanitary Basin Modeling Project, in an amount not to exceed \$34,750.00. (Public Works Director)
- e. Approve and authorize the Mayor to sign the renewal of the Service Agreement with Stryker - ProCare Services for the LifePak AEDs, in an amount not to exceed \$5,940.00. (Police Chief)
- f. Recommendation to approve and authorize Mayor to sign the Phone System Replacement Proposal, with CoreTech, in an amount not to exceed \$166,949.00 and to approve and authorize Mayor to sign Master Services Agreement. (Fire Chief)
- g. Recommendation to approve and authorize Mayor to sign Retail Service Agreement with AVI Systems, Inc., in an amount not to exceed \$54,876.98. (Community Relations Director)
- h. Approve and authorize the Mayor to sign the Third Amendment to Lease Agreement with BAE Systems Information and Electronic Systems Integration Inc. for a three year term, beginning 03/01/2021 - 02/28/2024, in the following amounts: Year 1 - \$273,912.50; Year 2 - \$273,912.50; and Year 3 - \$280,705.53. (Legal/Administration)
- i. +++ Approve and authorize the Mayor to sign the Agreement with Nebraska Defense Research Corporation (NDRC) to contribute funds for a project that will provide jobs and other economic development to the City, in an amount not to exceed \$250,000. (Community Development Director/City Administrator)

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 - February report will be attached to March 2nd Council packet)

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

Bellevue Planning Commission Meeting, January 28, 2021 Page 1

Pursuant to the Governor's Executive Order 20-36, on Thursday January 28, 2021 at 7:00 p.m. the Bellevue Planning Commission meeting was held via video conference. Upon roll call, present were Commissioners Ritz, Casey, Cain, Aerni, Hankins, Cutsforth, Ackley, Perrin, and Jacobson. Also present were Tammi Palm, Planning 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 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 the Open Meetings Act pursuant to the Governor's Executive Order 20-36, said meeting may be held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting will be a virtual meeting and the public may by calling our Community Relations Department, be provided a link to attend the meeting via GoToMeeting. Said meeting, can be viewed via Facebook Live by visiting the City of Bellevue Facebook page, but no public participation will be allowed or considered via Facebook live.

MOTION was made by Hankins, seconded by Ackley, to approve the minutes of the December 17, 2020 regular meeting as presented. Upon roll call, all voted yes. Motion carried unanimously.

Ritz asked if there were any updates or additions to staff reports. Palm stated two emails were received and they were forwarded to the Planning Commissioners. She stated one email was from Mr. Vanderhoff regarding Item 2.a. and one email from Mr. Kassebaum regarding Item 3.c., these emails will become part of the record.

MOTION was made by Jacobson, seconded by Cutsforth, to accept into the record all staff reports, attachments, memos, and handouts as well as the updates presented regarding each application. Upon roll call, all voted yes. Motion carried unanimously.

PUBLIC HEARING was held on a request to preliminary plat Lots 1 through 45, Spring Ridge Replat 2, being a replat of Lots 104 through 153, Spring Ridge; and final plat Lots 1 through 45, Spring Ridge Replat 2; and approval of the First Amendment to the Spring Ridge Subdivision Agreement. Applicant: Orchard Valley Inc. Location: 21st Street and Rose Lane Circle. Case #'s: S-2012-27 and S-2012-28.

Melvin Sudbeck, 14711 Industrial Road, Omaha, NE, spoke on behalf of Orchard Valley. Sudbeck requested the item be tabled for two weeks. Palm stated the next Planning Commission meeting would be February 25th. Sudbeck stated they would like to table the item to that date. Palm asked for a motion to approve the item be tabled to the February 25th Planning Commission Meeting.

MOTION was made by Cutsforth, seconded by Casey, to recommend APPROVAL of a request to table the request to preliminary plat Lots 1 through 45, Spring Ridge Replat 2, being a replat of Lots 104 through 153, Spring Ridge; and final plat Lots 1 through 45, Spring Ridge Replat 2; and approval of the First Amendment to the Spring Ridge Subdivision Agreement. Applicant: Orchard Valley Inc. Location: 21st Street and Rose Lane Circle. Case #'s: S-2012-27 and S-2012-28. Upon roll call, all voted yes. MOTION carried unanimously.

This item will proceed to PLANNING COMMISSION for PUBLIC HEARING ON February 25, 2021.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RS-120 for the purpose of residential development; preliminary plat Lots 1 and 2, Figgyland Overlook; and final plat Lots 1 and 2, Figgyland Overlook. Applicant: HBC Homes. Location: 2116 Fairview Road. Case #'s: Z-2012-18, S-2012-29, and S-2012-30.

Ritz asked staff for updates. Palm stated the request was to Preliminary Plat, Final Plat and rezone an existing Tax Lot that is approximately 1.8 acres. She stated the current zoning is AG (Agricultural District) which is a non-conforming lot because it does not meet the minimum requirement of the AG zoning. Palm stated the lot would be split into two lots and the rezoning will bring the lots into conformance with the Zoning Ordinance. Palm said the Preliminary Plat and Final Plat requests are due to the applicant creating additional right-of-way for Fairview Road. Palm stated staff is recommending approval of the application based on conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan.

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No one spoke in favor of, or opposition to this request. Ritz closed the public hearing.

Ackley asked staff if there would be separate access on each lot or would it require an easement. Palm stated currently there are two access points off Fairview Road, and they would both be maintained.

MOTION was made by Ackley, seconded by Jacobson, to recommend APPROVAL of a request to rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RS-120 for the purpose of residential development; preliminary plat Lots 1 and 2, Figgyland Overlook; and final plat Lots 1 and 2, Figgyland Overlook. Applicant: HBC Homes. Location: 2116 Fairview Road. Case #'s: Z-2012-18, S-2012-29, and S-2012-30. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, and lack of perceived negative impact to the surrounding areas. Upon roll call all voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING ON March 2, 2021.

PUBLIC HEARING was held on a request to amend section 5.28, City of Bellevue Zoning Ordinance, regarding permitted uses in the MH (Heavy Manufacturing) zoning district to allow for concrete recycling. Applicant: Douglas Earnest/Central Recycling, LLC. Case #: 161.

Ritz asked staff for updates. Palm stated the request by Scott Earnest is to amend Section 5.28 of the Zoning Ordinance to add concrete recycling plant as a permitted use in the MH (Heavy Manufacturing) zoning district. She stated the current regulation allows batch plants as a permitted use however, there is no language for recycling of concrete, asphalt or paving materials. Palm said staff researched neighboring jurisdictions and proposes language that is consistent with neighboring jurisdictions as well as the current language in the zoning ordinance for batch plants. Palm stated the proposal would be to add temporary recycling plants not to exceed 36 months of operation as a permitted use and permanent recycling plants added as a conditional use. She said this falls in line with existing language for batch plants. Palm stated currently the MH Zone allows temporary batch plants not to exceed 24 months of operation.

Scott Collins and Doug Earnest were present on behalf of Central Recycling, LLC, 11507 S. 42nd Street, Ste. 109, Bellevue, NE.

No one spoke in favor of, or opposition to this request. Ritz closed the public hearing.

Aerni asked the applicant why they were applying for temporary status rather than permanent. Collins stated the company recycles concrete removed from sidewalks, city and county roads. He stated the request for temporary status is because the equipment could be moved to different locations as needed.

Ritz asked what defined temporary versus permanent. Palm stated the time frame that the company works in the location determines whether it is temporary or permanent. Palm said staff has recommended temporary to be no longer than 36 months and permanent would be allowed as a conditional use permit to have more oversight of the these types of projects.

Jacobson asked staff if the company moves to another location on the same property would that restart the 36-month time limitation. Palm stated it would not, if they remain on the same property.

Ackley asked the applicant what the estimated height of the debris piles would be and how often would the piles be turned. Collins stated they would be approximately fifteen to twenty feet high. Ackley asked if there would be an issue if the commission restricted the height of the piles. Ackley stated subsection 17 of the permitted uses has blocking requirements. Palm stated height limitations could be part of the proposed language moving forward to the City Council.

Ackley asked if the applicant moves off site and leaves debris or piles on the site who is responsible for the cleanup of that debris. Palm stated the landowner would be responsible for the cleanup of that debris once the temporary recycling plant is gone.

Ritz stated to be consistent he would suggest following the language in 5.28.02, 17 of the Zoning Ordinance. He suggested adding this language for permanent recycling plants since the language requires obscuring an area from the street or from any adjacent property in another zone by installing a site-obscuring fence. Palm stated this type of requirement could be added as needed with a Conditional Use Permit application. She said a permanent recycling plant would be allowed as a conditional use.

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Collins stated the piles on the existing batch plant off Highway 75 could be 40 to 50 feet high and there are no restrictions on that plant.

Aerni asked staff if the application was for a permanent plant what conditions would be required for the Conditional Use Permit. Palm stated conditions would be implemented on a case-by-case basis. She said she did not see what could be accomplished with landscaping or fencing this type of use. She said staff would be more concerned with location and surrounding land uses. Discussion ensued regarding temporary and permanent recycling plants.

Ackley asked if there was a requirement on the amount of debris they could dump before recycling it and hauling it off site. He said with a forty-acre site would there be twenty acres of debris before it would be recycled and hauled away, or worse yet forty acres of debris and the company picks up and leaves. Earnest stated the only way Central Recycling turns a profit is if they process the material and sell it. He said they would also be doing some landscape materials for homeowners and landscape contractors to purchase. Ackley asked if they would be grinding trees and limbs for mulch or would it strictly be concrete, asphalt and paving materials. Earnest said strictly concrete, asphalt and paving materials and the landscape materials would be boulders and rock.

Ritz stated the amendment would allow anyone to set up a temporary recycling plant on property in the MH zoning. He asked staff if there was a height restriction on the facility at Highway 75 and Highway 370. Palm stated there are no height restrictions for batch plants. Ritz said he would recommend a 25 foot height restriction for temporary batch plant. Collins stated that was acceptable.

Ackley asked staff if they had concerns regarding pile heights or the amount of area for the recycling plant. He stated forty acres seems like a potential eyesore if material is not recycled and moved right away. Palm stated she did not have an issue with restricting the pile height. She stated limiting the amount of land is far reaching and she would be more concerned with whether the property is properly zoned. Palm stated she needed a recommendation that was easily enforceable and rock solid in court.

Jacobson stated a height limitation might be arbitrary and would appear to be customized for this applicant. He said equipment on a site could be taller than the 25-foot height restriction Mr. Ackley is proposing. He said he recommends using a broader scope that could be adapted to any applicant applying for batch plants. Discussion ensued regarding safety and work methods of concrete recycling plants.

Palm stated the request is for the MH Zoning district and the intent of the MH zone provides for the widest range of industrial operations permitted in the city. Palm stated the MH zone includes permitted uses such as Highway maintenance yards or buildings, which have no height limitations on stockpiles. She said MH zone also allows for junk yards, auto parts salvage, auto wrecking yards, rendering plants and several types of manufacturing. Palm said she would have more concerns if this were in a more restrictive zone such as Flex or ML (Light Manufacturing). Ackley stated he would agree.

Aerni stated without knowing industry standards the 25 foot height limitation is arbitrary. Ritz stated he agreed and withdrew his suggestion of the 25 foot height limitation.

Motion was made by Aerni, seconded by Cain, to recommend APPROVAL of a request to amend section 5.28, City of Bellevue Zoning Ordinance, regarding permitted uses in the MH (Heavy Manufacturing) zoning district to allow for concrete recycling and including proposed correction of verbiage. Applicant: Douglas Earnest/Central Recycling, LLC. Case #: 161. Upon roll call all voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING ON March 2, 2021.

PUBLIC HEARING was held on a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E, from BG to RG-20 for the purpose of a residential group home facility. Applicant: i3, LLC. General Location: 601 Chateau Drive. Case #: Z-2012-17.

Ritz asked staff for updates. Palm stated she had received an email from Fisher Easterling on behalf of i3, LLC requesting the item be continued to the February 25, 2021 Planning Commission Agenda.

Jerry Kassebaum, 2111 Harvell Dr., Bellevue, NE, stated he is co-owner of a martial arts school located across the street from 601 Chateau Drive. He said the school caters to children and adults and he

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fears parents would not want to drop off their children in an area across from a group home. He stated surrounding properties are zoned business and he would be concerned with changing the zoning of this property to residential. Kassebaum also expressed concern his property value would decrease with this type of use in the area. Ritz stated Commissioners had received the letter from Master Kassebaum and it was part of the record for this item

No one else spoke in favor of, or opposition to this request. Ritz closed the public hearing.

Aerni asked Kassebaum if an empty building would be more likely to hurt property values rather than a group home business, which is taken care of and maintained. Kassebaum stated he thought the building would eventually be sold due to a high demand for commercial property in the area. Aerni stated his concern was the building was unique and it would take a unique business to purchase it and work with the existing footprint.

Hankins asked staff if the sale of the property was contingent on the zoning. Palm stated typically that is the case but the department does not get involved in that aspect of the case.

Ritz asked if the item is continued to the February meeting are notices sent out again. Palm stated if the item is continued to a specific date new notices are not required.

MOTION was made by Cutsforth, seconded by Ackley, to recommend CONTINUANCE of a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E, from BG to RG-20 for the purpose of a residential group home facility to the February 25, 2021 Planning Commission Meeting. Applicant: i3, LLC. General Location: 601 Chateau Drive. Case #: Z-2012-17. Applicant: Douglas Earnest/Central Recycling, LLC. Case #: 161. Upon roll call all voted yes. MOTION carried unanimously.

This item will proceed to PLANNING COMMISSION for PUBLIC HEARING ON February 25, 2021.

PUBLIC HEARING was held on a request to approve the 2021 Comprehensive Plan Update. Applicant: City of Bellevue. Case #: 162.

Ritz asked staff for updates. Palm stated the Comprehensive Plan was last updated in 2018 and is typically updated every three years. She stated the updates presented represent information regarding statistics and projects already completed. She stated most updates are to the Future Land Use Map and the City's short, long, and mid-term goals.

No one spoke in favor of, or opposition to this request. Ritz closed the public hearing.

Jacobson referred to page 3, and made note short term (1-5 Years) is silent to any development of Galvin Road from Harlan Road to Mission Avenue. Jacobson suggests including reference of a line item to establish a public/private partnership to implement the redevelopment plan of Galvin Road from Harlan Road to Mission Avenue. He stated the city needs to avoid redevelopment of Mission Avenue, Galvin Road and Fort Crook Road, at the same time. Jacobson recommended the city establish at least a short-term plan to move forward.

Jacobson said the mention of incorporating maintenance for facilities into the Capital Improvement Plan (CIP). He stated the Commissioners previously approved nine million dollars to redevelop the library. Jacobson recommended redevelopment of the library should be included in the Short Term (1-5 Years) and the execution of the nine million dollar expenditure. Cain stated the improvement of Lincoln Road to Mission Avenue is listed in a later part of the plan. She asked Jacobson if he wanted the redevelopment listed in the short-term objectives also. Jacobson said yes in the 1-5 year he would like to establish a plan to execute the redevelopment in later years.

Cain stated when the city was bidding for the Space Command they were going to donate a number of dollars to improve the South entrance to Offutt Air Force Base which is mentioned later in the plan but should it also be mentioned in the short term objective. Jacobson stated he would agree to that and possible wording should be to plan for the improvement in later years and make sure it is intergrated. Palm stated she could combine both items. She said could add a statement in regards to a redevelopment plan along the Galvin Road corridor leading to the Offutt Air Force Base Gate.

Ritz stated the Offutt gate is important but feels a higher priority is the intersection at Galvin Road and Mission Avenue because it is very confusing and busy. Ritz stated he would want the projects split because he feels the Offutt Gate would be a low priority. Palm stated reconfiguration of the entrance

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and the intersection is mentioned later in the plan. She stated she could combine the Galvin Road redevelopment to include the entrance to the Offutt Gate and then a second short term goal for the improvement or re-alignment of the intersection leading into Olde Towne.

Ritz referred to page 218 regarding the library addition. He asked Jacobson if he wanted to add more to that. Jacobson stated he just wanted to emphasize what was put into the CIP budget for the library and move that into the Short Term goal. He stated he would like to have a plan as to how to execute the nine million dollars that was approved. Jacobson said he feels it should be highlighted as a Short Term goal. Ritz stated he agreed since it has already been budgeted.

Jacobson referred to page 5, Establish a historic walking tour of Olde Towne, He would recommend it read (Establish a historic walking and/or biking tour) due to the popularity of biking. Palm state she was in support of the change.

Jacobson referred to page 7, Make this district more pedestrian friendly and stated he would recommend it read (Make this district more pedestrian friendly and or bike friendly by connector trail).

Jacobson referred to page 14, 2.2 Community Goals under housing he would like to add (Middle Income/Lower Income/Mixed use) to show the housing available in the area. Palm state she agreed and legislation passed last year requiring the city to address those items.

Jacobson referred to page 15, under Public Facilities is where the library renovations should be added. He stated possibly under community character areas of civic importance. Palm stated it would work well under the Public Facility section.

Jacobson referred to page 20, Existing Land Use Map. He stated the actual geographical center of Bellevue has shifted to about 25th Street and Railroad Crossing. He suggested modification of the map to show the geographical center of Bellevue. Palm stated she could add that to the new Land Use Map.

Jacobson commented on page 57, Bellevue Population Projection. He stated Bellevue is growing much faster than anticipated which is a plus.

Jacobson referred to page 91, Energy Infrastructure, Electrical Power. He stated Fort Calhoun Station is closed and offline and should be removed. He said this was the end of his comments and he was hoping the other Commissioners had comments as well. He stated the Comprehensive Plan is one of the most important task of the Commissioners.

Hankins referred to page 6, mention of converting Cascio Pool or Dowding Pool to waterparks. He stated Cascio pool was recently renovated. Palm stated she had corrected that in other parts of the report and will update that portion also. Hankins agreed Dowding Pool does need renovation.

Hankins referred to page 5, increase housing style/diversity in Olde Towne. He asked the reasoning for that recommendation. Palm stated the goal is to afford more alternatives of the standard era of housing in Olde Towne area. She stated the city is hoping to usher in some more development and to be attractive to various types of populations. Hankins asked if there were requirements for shipping container homes in Bellevue. Palm stated currently shipping container homes are not allowed. She stated shipping containers are currently allowed in certain zoning districts which does not include residential districts. Palm said she does realize there are a number of creative housing opportunities and we may see amendments to the zoning ordinance as a result. Ritz stated five bedroom homes are hard to find in Olde Towne and it would be good to have some larger homes in that area.

Ritz stated he did not see language in the plan regarding splash pads. He stated the city has been leaning toward more splash pads rather than pools and waterparks. Palm stated she would add that to a mid-term goal.

Aerni referred to the Future Land Use map. He stated there was a recent application for rezoning at 60th Street and Schram Road. He asked if any changes had been made to the map in the area from 60th Street to 42nd Street, and 48th Street. Palm stated some changes had been made. She stated the area Mr. Aerni was referring to had been changed from low and medium residential to medium density residential. Palm said along the Highway 370 corridor, from 42nd Street down to 60th Street had been changed from residential estates to mixed use to open it up to some commercial and residential uses. She stated the commercial corridor was extended down to 60th Street which was previously multi-family residential and now some areas are mixed use. Palm stated there has been a large focus to protect

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those commercial corridors and commercial opportunities that are left. She stated there are a lot of redevelopment opportunities on Fort Crook Road and in Olde Towne but not a lot of areas for new commercial opportunities. Palm said some of the 370 corridor are the last opportunities for a commercial corridor. She said along Cornhusker there are limitations with floodplain/floodway and Air Installation Compatible Use Zone (AICUZ) which makes that more difficult to develop and the same exists east on Highway 370. Palm stated the activity center area along the Hwy 34 and Plattview Road interchange was extended to South 27th Street to permit flexibility and provide opportunities for commercial, multi-family residential, and single-family residential development, and allow for a work play concept. She stated changes had been made in the area of Fort Crook Road and Fairview Road to extend the ML (Light Manufacturing) and FX (Flex) zoning on the North side. She said those changes would allow larger, more open areas conducive to these types of zoning. Palm stated no other major changes were made to the Future Land Use Map. Aerni noted the Sarpy County has signed a contract to pave 60th Street from Capehart to Highway 370.

Ackley referred to page 113 regarding Develop a housing rehabilitation assistance program, in conjunction with neighborhood associations, to preserve and rehabilitate Bellevue's housing stock. He asked staff if using CDBG funding was close to being formalized for use in Olde Towne housing. Palm stated it is an ongoing goal.

Jacobson referred to the Future Land Use Map. He asked if consideration of an activity center along the West edge of 60th Street and Capehart Road or Fairview Road is appropriate now or in the next revision. Palm stated the city's ETJ (Extraterritorial Jurisdiction) does not extend to 60th Street as you go further south. Palm stated the ETJ on Capehart Road is around 54th Street and from Highway 370 south therefore 60th Street at Capehart Road is not within Bellevue's ETJ. Jacobson asked should there be additional activity center development on the western edge at 54th Street and Capehart or was that covered with Highway 370 and 57th Street. Palm stated the commercial placed on the north side of 48th Street and Capehart Road location could be considered for an activity center concept. Jacobson stated he felt commercial development was sparse in that location and asked for the Commissioners opinion. Aerni stated 48th Street and Capehart Road makes sense for commercial development but nothing west of there. He said 54th Street is residential on both the north and south side and 60th Street is not in our jurisdiction.

Cain referred to page 69 and 84, Street improvements. She asked why Chandler Road was not being improved. Palm stated at this time there is no short term or future major improvements along Chandler Road. Cain stated she would like to compliment staff on the presentation of the Comprehensive Plan. Cain stated she thinks the public should have more information of the development in Olde Towne and the Highway 34 corridor development on page 115. Cain referred to page 111, making the AICUZ an asset to the community. She stated she feels this is very important because not all of Bellevue's citizen understand the AICUZ area. Palm stated she would like to share all the projects of Highway 34 and Olde Towne development unfortunately that cannot be done until there are solid projects and commitments. She said if any projects require a public hearing because of zoning or site plan approval at that time the public would be able to participate.

Palm stated she would like to discuss the 48th Street and Capehart Road area. She stated the south side is currently set with the platting and zoning that has been done. Palm said there are housing developments, townhomes, and a small commercial zone on the corner, which is why the north side is shown as commercial. Palm stated the discussion was potentially to do an activity center. She said an activity center opens it up somewhat because by definition it is a live/work play area and has the potential of commercial, residential, which would be more of a mixed-use type of development. Palm asked the commissioners if they want to leave it as proposed, strictly commercial, or change it to activity center for the broader uses. Hankins, Cutsforth and Aerni stated they would like to propose the activity center for broader uses. Palm stated she would include the area into a larger activity center.

Casey referred to page 4, Mid Term (6-10 Years). Casey asked what work with the county to transfer ownership of rundown properties to the City or non-profits is referring to. Palm stated that has to do with Code Enforcement efforts to solidify situations where properties are run down and not taken care of. The nuisance codes are in the City Code but do not cover properties that are in the city's ETJ and not in city limits so they are not covered by regulation of the City Code. She stated the goal is work with the county to rectify some of those issues or work on a path forward to transfer the property to someone who would use it in a beneficial way to the community.

Casey referred to page 25, Education. He asked if the new OPS (Omaha Public School) school being constructed at Fort Crook and Childs Road should be listed. Palm stated she would add it to the list. Casey referred to page 236, Landmarks and Activity Centers. He stated Fontenelle Hills Golf Course

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is no longer in business and should be removed. Palm stated she would remove it. Casey complimented staff on the plan.

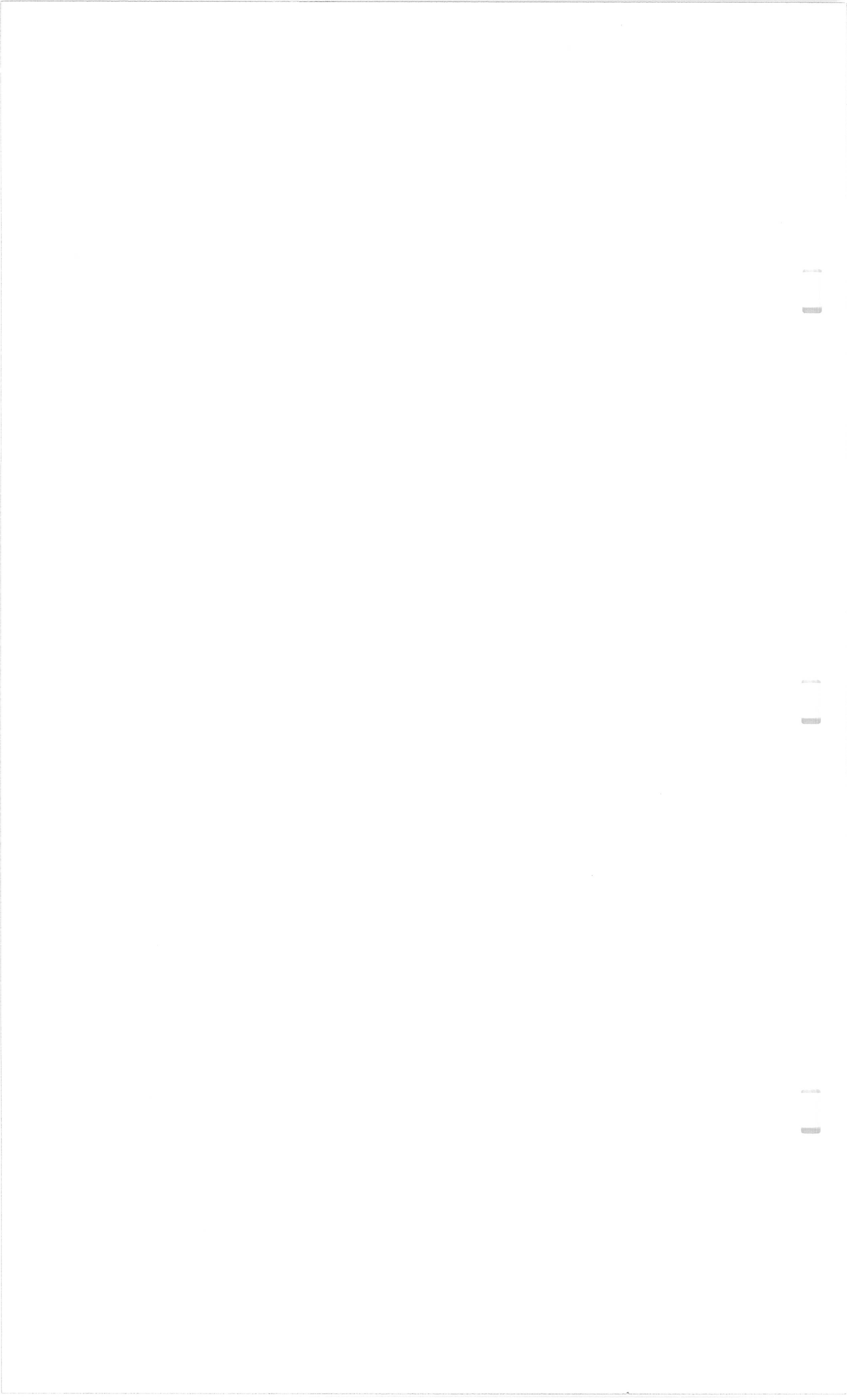
MOTION was made by Jacobson, seconded by Cutsforth, to approve the 2021 Comprehensive Plan Update as amended. Applicant: City of Bellevue. Case #: 162. Upon roll call all voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING ON March 2, 2021.

Meeting adjourned at 8:47



Dianna Van Horn
Planning Secretary





*5b2.
2/16/2021

**City of Bellevue, Nebraska
Tree Board Jan. 12, 2021 Meeting Minutes**

President, Joanne Langabee, called the zoom meeting to order at 10 am on Jan. 12, 2021. The following members were online: Joanne Langabee, Scott Evans, Deborah Woracek, Holly Hofreiter, Tom Mruz, Nancy Scott, Don Preister and, Jim Shada. Excused was Craig Kimball.

Joanne reminded all to send in their hours and miles traveled to Deborah. The minutes of the December meeting were corrected by Deborah. Holly moved to approve the corrected minutes and Scott seconded the motion. The motion passed. The minutes were approved.

Park Report – Jim Shada reported that the crews are half finished with all the tree trimming needed in Blackhawk area on Danielle Trails and will go back later to remove any stumps. Jim would like us to re-inventory Blackhawk and Jo asked about Lakewood trail and who maintains it, NRD or city. Jim said the City does what they can of the trail and the NRD does the bank of the creek. Jim wants us to be cautious about obstructing views and the safety of walkers when we decide where to place the new trees. He also said City Council approved an all-inclusive playground for Stone Croft. Jo asked Jim about Haworth Park, that is now leased to a company, about responsibility for the trees. Jim said the company that leased the land is responsible for the trees. Don reminded us that the city still owns the land so Haworth should not be removed from the tree inventory. Jo also was concerned about the number of Ash trees listed on the inventory as being in Haworth. The question is are all 44 ash trees that are listed in the inventory still alive? Note: This report was given by Jim after his audio difficulties were fixed later in the meeting.

Old Business:

Gazebo at Gilder – Jim confirmed it will be built in the late summer or fall of this year based on the budget and the contractor's time limits.

Washington Park carvings – Five trees were cut leaving four with tall stumps for carvings. One was too damaged to carve. Don met with the artist and may have drawings for approval in early February. They are thinking of our first responders as suggestions.

Report on Invasive species – A discussion about honeysuckle took place with Jo reporting what Fontenelle Forest uses G-3 at a 33% concentration after cutting it down. This helps stop shoots coming up again. Scott is familiar with that herbicide. It was pointed out that honeysuckle grows primarily in forested areas not as much in mowed city park, however, several reported it growing along some of our trails. Don suggested we coordinate with Fontenelle about this issue. The parks mentioned were Jewell, Two

Springs, College Heights, and, maybe, American Heroes along the riverbank. This issue would be address in the fall for ease of identifying the honeysuckle. It could also be identified in the spring when it is blooming.

Officers Duties approval – **Don** said the City Council approved the Tree Board officer duties and **will reconfirm** that the document will now be sent to the city for filing in the records.

Bellevue 411 articles –Scott has not written any new posts. It was mentioned that they might be on several platforms such as Bellevue TV, Facebook, as well as on Bellevue 411. **Don will verify** what has or has not be posted.

Tree City USA – Jo sent in on time and for our growth points this year she sent in the city ordinance, parks tree inventory, Bellevue TV posts, and Bellevue 411 posts as we have had no events last year due to Covid-19.

Year End Report – Jo sent the Board the Year End report for proofing and after minor changes were suggested such as past tense not present tense, a layout change, and verbiage it will be **sent to Don by Jo**. She asked for any further changes to be emailed to her so the report can be completed and submitted to the City Council. Don commended everyone for accomplishing as much as we did during the pandemic.

Winter Projects:

Letterhead – Nancy sent a drawing of a Cottonwood tree for consideration. All who saw it online highly approved of it. Deborah saw it later in her emails and added her approval. Nice job Nancy! **Nancy will now work** on a Burr Oak drawing for consideration.

Tree List – **Holly will work** on consolidating the tree lists to create one(s) for us to publish now that the holidays are over.

Bellevue West – **Tom will work** with the Bellevue West committee in the spring.

Notebook – Jo thanked Karen Chandler, Parks Secretary, for information and for helping her gather materials for our Tree Board Notebook. **Jo is continuing to work** on creating this notebook for the Board.

Annual Celebrate Trees Grant through the NRD– Jo reported that the application is written and will be submitted for about 12-15 trees. The grant is for \$2,500 for smaller trees. The trees will need to be planted before June in a public place. We have planted trees from a previous NRD grant in April for our Arbor Day celebration.

Under new business Scott mentioned that he sent links for the Minnesota and Iowa Shade Tree virtual conferences. He recommends them for us to attend them if possible.

They have a cost. Don requested that if we sign up for the classes that we save our receipts as he might be able to get them reimbursed for us.

Scott also pointed out that the EAB quarantine will expire on January 14, 2021. However, the walnut quarantine will still be in effect. These have to do with moving firewood (EAB) and walnut products. He thinks this information would be good for Bellevue 411 to have posted.

Jo has a new app given to her by Graham Herbst to assist with the park inventories, etc. When comparing the maps, she discovered that the city has 4 new parks that have not been inventoried. They are: Glenmorrie, Copper Creek, Sunrise, and Lakewood. Don said to let Jim know about them. The City's website needs to be updated.

Jo wondered if we need to inventory the entrances to newly annexed subdivisions. Karen at the Parks Dept. thinks the HOA is responsible but wants clarification. Don said we may eventually need to inventory them, but it should be a low priority at this time.

Jo and Holly walked Fox Ridge Trail which connects to another park and has a pond. They talked to a walker on the trail who complained about the mowing of milkweed on the banks of the pond that occurred before the Monarch migration. Holly suggested signs be put up for the mowers to see about this issue. Don wondered if the NRD already has signs printed that could be used. In some parks the city contracts to do the mowing for the NRD. **Jo will call Jim Shada** about the milkweed mowing complaint from resident. Don said it would have to have signs approved through the parks dept. He also said the NRD has jurisdiction over the creek banks because of drainage rights.

Jo reminded us to email her if we sport any honeysuckle along our trails.

Don asked about the condition of the old rose beds that Jo was taking care of. The Haworth roses are gone due to the flooding. Only a few bushes remain at Gemini and Everett Parks.

There being no further business, Don made a motion to adjourn with Holly seconding it. The motion passed. The next meeting will be February 9, 2021.

Respectfully submitted,
Deborah Woracek, Secretary

February 9, 2021 Agenda

Attendance
Volunteer Hours
Approved Minutes
Park Report - Jim

Old Business

- Washington Park carvings status
- Report on Invasive species actions
- Bellevue 411 – articles
- Year End Report
- Winter Projects
- Letterhead – Nancy
- Tree List – Holly
- Bellevue West pruning plans – Tom
- Notebook – Jo
- Tree Grant.

New Business

- Status of grants applied for

Reminders:

- Tree City USA Conference
- Iowa State shade tree Workshop
- MN tree workshop

MINUTE RECORD

Bellevue City Council Meeting, February 2, 2021, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 2nd day of February 2021, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-36 and 21-02, on Tuesday, February 2, 2021 at 6:00 p.m. the regular City Council meeting was held via video conference in the Bellevue City Council Chambers. No members of the City Council attended in person. Upon roll call, via video conference, were City Council Members Bob Stinson, Paul Cook, Jerry McCaw, Thomas Burns, Don Preister, and Kathy Welch. Absent: None.

Pursuant to the Governor's Executive Order 20-36 and 21-02, said meeting was held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting was held by a virtual meeting and the public participated via GoToMeeting. Said meeting, could be viewed via Facebook live by visiting the City of Bellevue's Facebook page, but no public participation was allowed or considered via Facebook live. Any evidence or other documentation could be presented to the Mayor and City Council by providing to the City Clerk by February 1, 2021, by 4:00 p.m.

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.

Mayor Hike announced a copy of the Open Meetings Act is posted by the entry in the City Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive Order 20-36 and 21-02.

Due to the Council Meeting being held virtually, Mayor Hike announced the Pledge of Allegiance and Invocation would not be held for this meeting.

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA

Motion was made by Preister, seconded by Burns, to approve the consent agenda, consisting of the following items: Acknowledge Receipt of December 8, 2020 Tree Board Minutes, Approval of the January 19, 2020 Board of Equalization Minutes, Approval of January 19, 2021 City Council Minutes, Approval of Claims, and Recommendation to appoint John James to the Bellevue Municipal Building Corporation.

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

SPECIAL PRESENTATIONS: None

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES:

Recommend approval of application for Buck's LLC (formerly Buck's Inc.) dba "Bucky's Express 33" replacing application D-124055, to sell beer, wine, and distilled spirits, Off Sale Only, at 3003 Samson Way, Bellevue, and Tina M. Stone as Manager. (City Clerk)

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

Mr. Jim Skolda was present on behalf of Buck's LLC to answer any questions.

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

Motion was made by Preister, seconded by Cook, to recommend approval of application for Buck's LLC (formerly Buck's Inc.) dba "Bucky's Express 33" replacing application D-124055, to sell beer, wine, and distilled spirits, Off Sale Only, at 3003 Samson Way, Bellevue, and Tina M. Stone as Manager. Roll call vote was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION (Third Reading): NONE

MINUTE RECORD

Bellevue City Council Meeting, February 2, 2021, Page 2

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4023: Request to rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX for the purpose of flex development. Applicant: Dennis Schworer, LLC. General location: 10th Street and Alberta Avenue. (Planning Manager)

Ordinance No. 4023: 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 10th Street and Alberta Avenue, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the second time and a public hearing was held.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the 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 and final reading of the ordinance will be heard at the Council meeting on February 16, 2021.

Ordinance No. 4024: Request to rezone Lots 1 through 263, and Outlots A through D, Alta Collina, being a platting of the South ½ of the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RS-72 and RD-60 for the purpose of single-family residential development. Applicant: Orchard Valley Inc. Location: S 48th Street south of Capehart Road. (Planning Manager)

Ordinance No. 4024: 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 South of 48th Street and Capehart Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the second time and a public hearing was held.

Request to preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina. (No action taken at this meeting)

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

Mr. Melvin Sudbeck, with Orchard Valley Inc., was present to answer any questions.

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.

Councilwoman Welch questioned the general area of the price range for the houses.

Mr. Sudbeck, Orchard Valley Inc., stated the RD-60 will range from \$275,000 to \$350,000 and the homes in RS-72 from \$325,000 to \$400,000.

Councilwoman Welch questioned how long before lots are buildable. Mr. Sudbeck responded five to six months.

Council President Cook questioned if the development will be in the Bellevue Public School District. Mr. Sudbeck explained that is the intent.

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on February 16, 2021.

ORDINANCES FOR INTRODUCTION: (First Reading): NONE

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2021-04: To amend the Master Fee Schedule (Legal)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2021-04: To amend the Master Fee Schedule. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, February 2, 2021, Page 3

CURRENT BUSINESS:

Approve and authorize the City Council President to sign the CDBG Agreement and Funding Approval for the FY-20 funding, in the amount of \$344,590.00. (CDBG/Finance Department)

Mayor Hike recused himself due to a conflict of interest at 6:16 p.m. and left the Council Chambers.

Council President Cook took over the meeting.

Motion made by Welch, seconded by Preister, to recommend to approve and authorize the City Council President to sign the CDBG Agreement and Funding Approval for the FY-20 funding, in the amount of \$344,590.00. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mayor Hike re-entered Council Chambers at 6:18 p.m.

Recommend approval to purchase a 2021 Ford Police Interceptor Utility Hybrid, including equipment, from Anderson (State contract #15047), in an amount not to exceed \$53,763.00. (Police Chief)

Motion made by Welch, seconded by Stinson, to recommend approval to purchase a 2021 Ford Police Interceptor Utility Hybrid, including equipment, from Anderson (State contract #15047), in an amount not to exceed \$53,763.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Recommend approval of quote to purchase of a 2021 Ford Explorer from Anderson (State Contract #15392) for Code Enforcement, in an amount not to exceed \$28,635.00. (Community Development Director)

Motion made by Cook, seconded by Welch, to recommend approval of quote to purchase of a 2021 Ford Explorer from Anderson (State Contract #15392) for Code Enforcement, in an amount not to exceed \$28,635.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the Mayor to sign agreement with the low responsive, responsible bid from DPS, LLC, for the Fire Training Facility Pavement Replacement - Phase 3" project, in an amount not to exceed \$69,221.10 plus a 10% contingency of \$6,922.11, for a total project cost of \$76,143.21. (Public Works Director)

Motion made by Welch, seconded by Stinson, to approve and authorize the Mayor to sign agreement with the low responsive, responsible bid from DPS, LLC, for the Fire Training Facility Pavement Replacement - Phase 3" project, in an amount not to exceed \$69,221.10 plus a 10% contingency of \$6,922.11, for a total project cost of \$76,143.21. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: 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 - January report is attached).

Mayor Hike advised earlier in the day; he was honored to present a Life Saving Award to City Employee Mr. Jim Zymola from the Street Department. He stated Mr. Zymola was driving a snowplow on January 25, 2021, when he saw a leg from underneath a car and discovered a woman was pinned under her car. Mr. Zymola acted quickly. He was awarded a plaque and commended for this act. Along with Mr. Zymola, Public Works City Employees Mr. Chris Woodman, Mr. Ron Chandler, and Mr. Clint Wilson were recognized. Firefighters Mr. Mitch Brittain and Mr. Jacob Sempeck were also recognized.

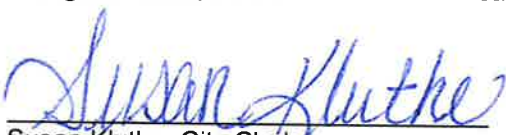
Discussion occurred on the Bellevue Police Department Facebook Live recruiting event.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 6:35 p.m.

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


Susan Kluthe, City Clerk

Rusty Hike, Mayor

MINUTE RECORD

Bellevue City Council Meeting, February 2, 2021, Page 4

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 February 2, 2021; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.


Susan Kluthe, City Clerk

MINUTE RECORD

CLAIMS FOR FEBRUARY 16, 2021

PAGE 1

MAYOR

CENTURY LINK	MONTHLY SERVICE 2020-01-22	9.17
GREATER OMAHA CHAMBER	CPS-EDC ANNUAL MEETING	25.00
ICSC CONFERENCE	CPS-CREDIT-2020 CONFERENCE CANCELLED	(630.00)
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	52.92
		<hr/>
		\$ (542.91)

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	91.61
CENTURY LINK	MONTHLY SERVICE 2020-01-22	17.74
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	4,641.90
ICSC CONFERENCE	CPS-CREDIT-2020 CONFERENCE CANCELLED	(630.00)
JIMMY JOHNS	CPS-PW INTERVIEW LUNCHEON	14.42
NETTIE'S MEXICAN RESTAURANT	CPS-LUNCH W/CONSULTANT FOR US SPACE COMMAND	69.32
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	90.72
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	168.64
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	185.15
		<hr/>
		\$ 4,649.50

CITY COUNCIL

DELL MARKETING L.P.	LAPTOP-COUNCIL PODIUM	1,356.98
DON PREISTER	REIMB FOR INTERNET AND WORKSHOP	121.46
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	814.39
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	111.28
		<hr/>
		\$ 2,404.11

LEGAL

CENTURY LINK	MONTHLY SERVICE 2020-01-22	18.04
DROP BOX	CPS-LEGAL FEES	19.99
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	1,181.32
ERICKSON & SEDERSTROM, PC	PROF SVC-MAIN STREET PROPERTIES 066713	4,825.00
ERICKSON & SEDERSTROM, PC	PROF SVC-MAIN STREET PROPERTIES 065929	8,000.00
ERICKSON & SEDERSTROM, PC	PROF SVC-MAIN STREET PROPERTIES 066080	450.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	30.24
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	90.85
UNITED STATES POSTAL SERVICE	MAILING CHARGE	6.95
		<hr/>
		\$ 14,622.39

CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE 2020-01-22	6.11
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	3,857.20
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	60.48
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	49.92
		<hr/>
		\$ 3,973.71

CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	CODIFICATION OF ORDINANCES	5,089.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	56.91
CENTURY LINK	MONTHLY SERVICE 2020-01-22	9.17
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	2,362.64
GRETNA GUIDE & NEWS	LEGAL AD	199.41

MINUTE RECORD

CLAIMS FOR FEBRUARY 16, 2021

PAGE 2

CITY CLERK (cont'd)

RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	60.48
SARPY COUNTY ELECTION COMMISSION	GENERAL ELECTION EXPENSE FOR NOV 2020	14,794.99
UNIVERSITY OF NEBRASKA-OMAHA	CPS-CREDIT ON REGISTRATION-HARBIN	(50.00)
		<hr/>
		\$ 22,522.60

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	124.03
CENTURY LINK	MONTHLY SERVICE 2020-01-22	44.44
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	5,973.18
INDOFF	OFFICE SUPPLIES	278.68
INFOSAFE SHREDDING	SHREDDING SERVICE 2021-02-02	30.00
J P COOKE COMPANY	ADDRESS STAMPS	49.25
MENARDS	HAND TRUCK	49.99
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	211.68
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	54.96
UNIVERSITY OF NEBRASKA-OMAHA	CPS-MEMBERSHIP DUES	100.00
		<hr/>
		\$ 6,916.21

LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	163.07
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	24.02
CENTURY LINK	MONTHLY SERVICE 2020-01-22	30.57
DEMCO	BOOK SUPPLIES	76.29
DEX.YP	ADVERTISING CHARGE	615.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	7,623.75
INGRAM LIBRARY SERVICES	BOOKS	2,308.40
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	9.48
OCLC INC	MONTHLY CATALOGING 2021-02-28	1,357.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021-01-26	1,488.15
OVERDRIVE	DEPOSIT FOR PURCHASES	2,000.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	241.92
SCOTT WELCH	MONTHLY WEB HOSTING FEB 2021	125.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	213.71
THE SHOPPER, INC	DVD CASES	324.00
VERIZON WIRELESS	VERIZON HOTSPOTS	759.90
		<hr/>
		\$ 17,360.78

ADMINISTRATIVE SERVICES

ALEGENT HEALTH OHS/EAP	MEDICAL SCREENING FOR NEW RECRUITS	3,311.00
CENTURY LINK	MONTHLY SERVICE 2020-01-22	42.72
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	12,821.85
GOLDEN BOWL	CPS-GIFT CARDS FOR EMPLOYEES	1,040.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	75.00
INFOSAFE SHREDDING	SHREDDING SERVICE 2021-02-02	30.00
LA MESA	CPS-GIFT CARDS FOR EMPLOYEES	1,040.00
LUIGIS ITALIAN BAR & GRILL	CPS-GIFT CARDS FOR EMPLOYEES	1,040.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	102.53
ONE SOURCE	BACKGROUND CHECKS	310.30
PAYCHEX of NEW YORK, LLC	TIME AND ATTENDANCE SERVICES-JAN 2021	4,494.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	302.40
ROMA ITALIAN RESTAURANT	CPS-GIFT CARDS FOR EMPLOYEES	1,040.00

MINUTE RECORD

CLAIMS FOR FEBRUARY 16, 2021

PAGE 3

ADMINISTRATIVE SERVICES (cont'd)

SINFUL BURGER	CPS-GIFT CARDS FOR EMPLOYEES	1,040.00
THE SPECIAL RESTAURANT	CPS-GIFT CARDS FOR EMPLOYEES	1,040.00
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	82.26
UKG INC	PRINT SERVICE	5.00
UPS	POSTAGE	109.94
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,249.27
		<u>\$ 29,176.27</u>

CODE ENFORCEMENT

CENTURY LINK	MONTHLY SERVICE 2020-01-22	17.97
EASYBADGES, LLC	CPS-BADGE PRINTS	209.70
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	9,071.05
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	147.06
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	151.20
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	78.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	184.43
		<u>\$ 9,859.47</u>

PUBLIC WORKS

A&D TECHNICAL SUPPLY CO	PLOTTER SUPPLIES	366.36
CENTURY LINK	MONTHLY SERVICE 2020-01-22	36.68
CORPORATE PAYMENT SYSTEMS	CPS-OVERNIGHT MAILING	20.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	6,446.32
INDOFF	OFFICE SUPPLIES	118.36
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	242.21
MIDLANDS PRINTING	BUSINESS CARDS-D CLARK	118.68
MONTE EVANS	BUSINESS PICTURE-D CLARK	99.95
ONE CALL CONCEPTS	LOCATES FOR JAN 2021	449.65
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	120.96
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	318.13
		<u>\$ 8,337.30</u>

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS	634.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	10.56
CENTURY LINK	MONTHLY SERVICE 2020-01-22	27.51
CHICK-FIL-A	CPS-GIFT CARDS FOR EMPLOYEES	40.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	8,089.18
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	136.29
MENARDS	PAINT SUPPLIES, LEAF RAKE, SUPPLIES	107.26
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2021-01-26	2,590.96
PRECISE MRM LLC	DATA PLAN	200.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	302.40
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	143.68
UNIVERSITY OF NEBRASKA-OMAHA	CPS-PESTICIDE EDUCATION	266.57
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,391.68
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WALMART COMMUNITY	CPS-ICE MELT	884.67
WESTLAKE ACE HARDWARE	SUPPLIES	108.09
		<u>\$ 15,946.27</u>

MINUTE RECORD

CLAIMS FOR FEBRUARY 16, 2021

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RECREATION

CENTURY LINK	MONTHLY SERVICE 2020-01-22	38.62
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	2,109.96
J & J SMALL ENGINE SERVICE	POWER CLEAR	471.00
MIDWEST IMPRESSIONS	BASEBALL SHIRTS AND HATS	6,025.20
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	60.48
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	65.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	110.49
		<hr/>
		\$ 8,880.81

BUILDING MAINTENANCE

AVI SYSTEMS	SPACECON PRJ INTERVIEW UPGRADE	15,818.99
BIG RED LOCKSMITHS	ENTRY LEVER	155.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	444.96
CENTURY LINK	MONTHLY SERVICE 2020-01-22	3.06
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	8,258.48
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	262.78
IDEAL PURE WATER COMPANY	BOTTLED WATER	14.00
JACKSON SERVICES, INC	MAT SERVICE-CITY HALL	169.01
KB BUILDING SERVICES	JANITORIAL SERVICES-FEB 2021	10,973.50
MENARDS	ELECTRICAL SUPPLIES, DRYWALL, BATTERIES, DRILL BITS, SPACKLING, SUPPLIES	307.10
MICHAEL BECCARD	REIMB FOR SNOW PUSHERS	37.43
NEBRASKA RURAL WATER ASSOCIATION	CPS-BACKFLOW TRAINING	100.00
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	464.81
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021-01-26	1,309.29
OVERHEAD DOOR COMPANY	REPAIR DOOR-DIST 2	314.50
PLIBRICO REFRACTORY CONSTRUCTION	2ND FLOOR COOLING PROBLEMS	527.50
PLIBRICO REFRACTORY CONSTRUCTION	SERVER ROOM LEAKING WATER	1,022.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	211.68
SECURITY EQUIPMENT	SECURITY MONITORING 2021-01-13, INSTALL FIRE DIALER	4,452.20
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,144.28
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	26.01
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	478.56
VOGEL WEST	PAINT SUPPLIES	256.24
WESTLAKE ACE HARDWARE	PADLOCK, PAINTING SUPPLIES	104.22
		<hr/>
		\$ 46,855.60

CEMETERY

CENTURY LINK	MONTHLY SERVICE 2020-01-22	3.06
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	1,506.62
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021-01-26	830.20
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	30.24
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	49.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	151.75
		<hr/>
		\$ 2,571.79

STREETS

CENTURY LINK	MONTHLY SERVICE 2020-01-22	27.51
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	39,206.79
FUTUREWARE DISTRIBUTING	CPS-REFUND TARIFF FEE	(84.11)
INDEPENDENT SALT CO	ICE CONTROL SALT	21,030.40

MINUTE RECORD

CLAIMS FOR FEBRUARY 16, 2021

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STREETS (cont'd)

LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	14,363.39
MENARDS	MAILBOX POST, LETTERS, LIGHTS	51.44
MIDWEST FENCE COMPANY	MOBILIZATION, TRAFFIC CONTROL	10,437.50
NEBRASKA DEPARTMENT OF TRANSPORTATION	2020 STREET RESURFACING	71,397.71
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021-01-28	87,495.73
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021-01-26	14,405.44
PRECISE MRM LLC	POOLED DATA PLAN	705.00
READY MIXED CONCRETE COMPANY	CONCRETE	2,695.68
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	937.44
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	245.65
UNIVERSITY OF NEBRASKA-OMAHA	CPS-PESTICIDE TRAINING	160.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	8,021.21
WALKERS UNIFORM RENTAL	UNIFORM SERVICE 2021-02-03	13.42
		<hr/>
		\$ 271,110.20

FLEET MAINTENANCE

911 CUSTOM, LLC	ION-V WARNING SURFACE MT	1,514.96
ACTION SIGNS	INSTALL GRAPHICS	150.00
ALLIED OIL & TIRE COMPANY	OIL, DEXRON FLUID	1,680.00
AUTO VALUE PARTS - SOUTH OMAHA	WHEEL STUD	32.00
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, EXHAUST PARTS, SEALS	476.84
BAUER BUILT	TIRES	301.64
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	40.85
CENTURY LINK	MONTHLY SERVICE 2020-01-22	21.40
CORNHUSKER INTERNATIONAL TRUCKS	WIPER MOTOR, CLAMP, MUFFLER	759.93
DIGI-KEY CORP	CPS-CONNECTOR SOCKETS	26.38
EDWARDS CHEVROLET-CADILLAC	CABLES	56.37
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	19,510.81
FACTORY MOTOR PARTS CO	AUTOMATIC TRANS OIL	115.77
FARM PLAN	BUSHINGS, TIRE, WHEEL, SHAFT	195.87
GRAINGER	BLIND RIVETS, PLUGS, TOGGLE SWITCH	138.23
HENDERSON PRODUCTS, INC	LATCH RELEASE, PIN EXPANSION, SPINNER COLLARS	635.42
INDOFF	OFFICE SUPPLIES	47.20
INTERSTATE ALL BATTERY CENTER	BATTERIES FOR TIME CLOCKS	21.00
J & J SMALL ENGINE SERVICE	SHEAR BOLT, BLADE SCRAPER, SKID SHOE	104.63
JIM HAWK TRUCK TRAILERS	CABLE, FIRE EXTINGUISHER, BUNGEE CORDS	237.01
KRIHA FLUID POWER CO	HOSE WITH FITTINGS	130.04
LCL TRUCK EQUIPMENT INC	CPS-ROTARY VALVE	336.57
MATHESON TRI-GAS INC	WELDING SUPPLIES	148.04
MENARDS	SUPPLIES	100.64
MYERS TIRE SUPPLY	VALVE EXTENSION	75.12
NAPA AUTO PARTS	DEFROSTING FLUID, FILTERS, CHAIN ROLLERS, NUTS, BATTERIES	1,030.90
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, FUSE HOLDER	49.76
NMC EXCHANGE LLC	CAP PLUGS	2.74
NUTS & BOLTS	CARRIAGE BOLTS	34.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2021-01-26	1,270.95

MINUTE RECORD

CLAIMS FOR FEBRUARY 16, 2021

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FLEET MAINTENANCE (cont'd)

O'REILLY AUTOMOTIVE PARTS	STACK, WIPER BLADES, NUTS	140.62
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	425.76
SERVICE EXPRESS CO	COUPLER, HOSE	46.14
SPECIALISTID.COM	CPS-ARMBAND ID, BADGE HOLDERS	200.82
THE AUTOMOTIVE TRAINING GROUP	CPS-TRAINING	377.00
TOOL SHED	CUTOFF WHEELS	165.00
TURFWERKS	TOOL TO MOUNT TIRES, CASTER RIMS	238.92
TY'S OUTDOOR POWER & SERVICE	CUTTING EDGES	439.54
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	121.90
UNITED AUTO RECYCLERS	WHEELS	170.00
UPS STORE	FREIGHT TO RETURN PARTS	19.76
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	579.06
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
		<u>\$ 32,246.99</u>

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-JAN 2021	302,072.07
PAPILLION SANITATION	GLASS DISPOSAL FEE-JAN 2021	505.72
		<u>\$ 302,577.79</u>

PLANNING

CENTURY LINK	MONTHLY SERVICE 2020-01-22	9.17
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	4,286.59
GRETNA GUIDE & NEWS	LEGAL AD	30.49
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	158.87
MONTE EVANS	BUSINESS PICTURE-PALM	99.95
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	90.72
		<u>\$ 4,675.79</u>

PERMITS & INSPECTIONS

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	14.07
CENTURY LINK	MONTHLY SERVICE 2020-01-22	15.28
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	11,187.04
INDOFF	COPY PAPER	75.00
INTERNATIONAL CODE COUNCIL, INC	CPS-CODE BOOKS, MEMBERSHIP DUES	273.25
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	405.73
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	241.92
SHELDON DUSTIN	REIMB FOR CERTIFICATION	219.00
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	276.63
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	673.29
		<u>\$ 13,381.21</u>

POLICE

ACTION SIGNS	INSTALL LETTERING ON CRUISER	37.50
ALL MAKES OFFICE EQUIPMENT CO	50% DEPOSIT ON OFFICE FURNITURE	1,586.88
AMERICAN AIR LINES	CPS-TRAVEL FOR TRAINING	217.20
AXON ENTERPRISE, INC	TASERS	2,326.18
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-MAR 2021	1,248.00
BERLA CORPORATION	CPS-RENEW ANNUAL PLAN	2,800.00
BIG RED LOCKSMITHS	OPEN TRUNK, KEY	100.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	230.56
CENTURY LINK	MONTHLY SERVICE 2020-01-22	261.92

MINUTE RECORD

CLAIMS FOR FEBRUARY 16, 2021

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POLICE (cont'd)

CITY OF OMAHA	FORENSIC BILLING 2020 Q1 & Q2, Q3 & Q4	10,400.00
CLYDE ARMORY	WEAPON LIGHTS	710.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TEST FOR NEW RECRUITS	1,310.22
COX BUSINESS SERVICES	MONTHLY SERVICE 2020-02-12	104.99
DON'S PIONEER UNIFORMS	UNIFORMS, TACTICAL VEST	1,237.92
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	122,695.34
FERNICO LLC	CPS-YEARLY MAINTENANCE AGREEMENT	750.00
GREAT PLAINS UNIFORMS	ASST CHIEF BADGE PATCH	220.00
GROUP TWEET	CPS-ANNUAL SUBSCRIPTION	290.00
INDOFF	HP INK CARTRIDGES	324.46
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
INT'L ASSOCIATION OF CHIEFS OF POLICE	CPS-MEMBERSHIP DUES	380.00
JO DON'S	NAME PLATE - OFFICER OF THE YEAR	10.00
KIESLER POLICE SUPPLY & AMMO	PEPPERBALL PROJECTILES	1,660.70
KSB SCHOOL LAW, PC LLO	VIRTUAL SRO CONFERENCE	800.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	436.93
MENARDS	METAL STUD & TRACK	286.18
MOLLY COON	REIMB PER DIEM FOR TRAINING	178.50
MONTE EVANS	BUSINESS PICTURE-CLARY	99.95
NATIONAL ASSOCIATION OF FIELD TRAINING OFFICERS	CPS-TRAINING-REED	250.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	3,224.80
SARPY COUNTY TREASURER	LRMS COST SHARING	35,465.19
SUSTEEN	CPS-YEARLY MAINTENANCE RENEWAL	1,995.00
THE PEPPERMILL RESORT	CPS-TRAINING	395.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	127.00
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	3,806.33
U.S. SENATE	CPS-FLAG REQUEST	33.80
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	10,230.93
VERIZON WIRELESS	MONTHLY SERVICE 2021-01-23	840.27
VISION INDUSTRIAL SALES	CPS-BUSINESS CARDS	262.14
WATCHGUARD VIDEO	REPAIR WATCHGUARD DVR, REPLACE MICROPHONE	698.50
		\$ 208,212.39

FIRE & RESCUE

AMAZON.COM, LLC	CPS-BOOTS, KEYBOARDS, MEMBERSHIP , OFFICE SUPPLIES	1,114.72
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,515.99
CENTURY LINK	MONTHLY SERVICE 2020-01-22	77.91
DILLON BROTHERS H-D BUELL	PARTS FOR GATOR	824.97
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	71,922.65
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	731.00
MENARDS	CLEANING SUPPLIES	39.90
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021-01-28	325.50
NEOTERIC INC	SHIPPING CHARGE FOR NEOTERIC PARTS	27.26
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2021-01-26	5,739.83
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	1,712.80
SURVEY MONKEY.COM, LLC	CPS-SURVEY PROGRAM	384.00
TED'S MOWER SALES & SERVICE	SHARPEN CHAINS	380.00
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR Q2 OCT-DEC 2020	10,755.99

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CLAIMS FOR FEBRUARY 16, 2021

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FIRE & RESCUE (cont'd)

TRANSNET, LLC	TRANSCRIPTION SERVICE	83.22
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	1,315.20
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	5,730.89
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE-2021-01-13	136.71
ZOLL MEDICAL CORPORATION	MONTHLY MAINTENANCE FOR BILLING PROGRAM 2021-02-28	1,105.00
		<hr/>
		\$ 106,931.49

NON-DEPARTMENTAL/CONTRACTS

AATRIX EFILE CENTER	CPS-1099MISC FORMS PROCESSING CHARGES	34.80
BENEFIT PLANS	CIV RET PLAN-TPA FEES-OCT/DEC 2020	968.75
CENTURY LINK	MONTHLY SERVICE 2020-01-20	377.57
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-MAR 2021	13,452.93
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
		<hr/>
		\$ 14,976.17

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-KEYBOARDS	109.02
CORE TECHNOLOGIES, INC	UC ADMIN BILLING TIME	91.13
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	129.90
INTERSTATE ALL BATTERY CENTER	BATTERIES	372.00
MOTOROLA SOLUTIONS, INC	REMOTE SPEAKER, EARPIECES	1,793.98
ONE CALL CONCEPTS	LOCATE	5.77
TESSCO	POCKET, DRILL BITS	141.02
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	40.29
		<hr/>
		\$ 2,683.11

WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	30.69
CARHARTT, INC	CPS-UNIFORM-RAMOS	300.00
CENTURY LINK	MONTHLY SERVICE 2020-01-22	499.99
CITY OF OMAHA	SEWER FEES-NOV 2020	495,893.45
ELLIOTT EQUIPMENT CO	BALL VALVE	652.75
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2021	14,047.65
GRAINGER	GLOVES, PAINT, FLASHLIGHTS	547.46
HAMMERHEAD TRENCHES	POINT REPAIRS, WINTER	4,950.22
HANEY SHOE STORE	SAFETY SHOES-M JENNINGS	127.49
HOA SOLUTIONS, INC	SCREENCONNECT HOSTING 2021	400.00
MENARDS	BATTERIES, SOAP, SUPPLIES, WIRE	157.86
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021-01-26	3,143.64
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JAN 2021	332.64
U.S. CELLULAR	MONTHLY SERVICE 2020-01-03	844.80
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	891.83
WESTLAKE ACE HARDWARE	UNTHREADED RODS	26.97
		<hr/>
		\$ 522,847.44

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	LOTTERY TAXES FORM 51-C 2020-12-31 Q4 OCT-DEC 2020	49,616.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021-01-26	100.16
		<hr/>
		\$ 49,716.16

MINUTE RECORD

CLAIMS FOR FEBRUARY 16, 2021

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COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT SERVICES-JAN 2021	3,023.75
BELLEVUE JR SPORTS ASSOCIATION	PARTICIPATION ASSISTANCE PROGRAM	1,960.00
BRENT VILLAGE APARTMENTS	CDBG COVID RENT ASSTISANCE	1,335.00
HOUSING FOUNDATION FOR SARPY COUNTY	HOUSING STABILIZATION PROGRAM	44,719.94
STELLA REALTY	CDBG COVID RENT ASSTISANCE	1,425.00
		<u>\$ 52,463.69</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE 2021-01-21	494.67
		<u>\$ 494.67</u>

G.O. BONDS

BANK OF OKLAHOMA	AGENT PAYING FEE-JAN 2021	1,220.85
UMB BANK - TRUST OPERATIONS	SID 279 GORB SERIES 2016 DTD 7/15/2016	90.00
		<u>\$ 1,310.85</u>

TOTAL CLAIMS FOR FEBRUARY 16, 2021 \$ 1,777,161.85

TOTAL PAYROLL FOR FEBRUARY 5, 2021 \$ 1,054,674.69

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*8a.
2/16/2021

COUNCIL MEETING DATE: 02/16/2021		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 type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	

SUBJECT:

Approve appointment of Rosemary White and reappointment of Dan Bankey to the CDBG Committee.

SYNOPSIS/BACKGROUND:

Each Council Member recommends an appointee to fill a position on the CDBG Committee, and two appointment terms expired in February 2021. Dan Bankey has been nominated for reappointment by Councilman Cook, and Rosemary White has been nominated for appointment by Councilwoman Welch. The CDBG Committee was created to assist the CDBG Program Administrator with the annual application process by reviewing applications, hearing presentations, and preparing a funding recommendation for the annual CDBG entitlement funding allocation. The Committee presents the funding recommendations to the City Council for their consideration.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the appointment of Rosemary White and the reappointment of Dan Bankey to the CDBG Committee for a three year appointment.

ATTACHMENTS:

1. 2. 3.

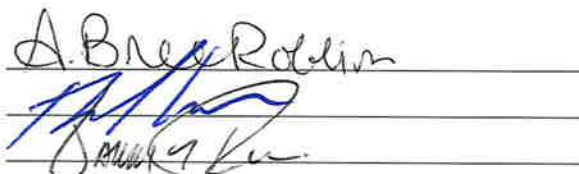
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





City of Bellevue

Finance Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3600

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

Name: Rosemary White

Street Address: 3405 Leawood Dr

City, St, Zip: Bellevue NE 68123

Home Phone: 402-293-6144 Other Phone: 402-672-2961 (cell)

E-mail: RWhite6144@gmail.com

Best way to contact appointment: Phone E-mail Postal Mail

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

- Active Member of the Bellevue Community for nearly five decades. Currently involved with Bellevue Together, Moving Vets Forward and activities supported by Life Spring Church.
 - Recently retired with more than four decades experience in public and government affairs.
 - Served six years on the Serve Nebraska Commission in a governor appointed position.
- Submitted by: Kathy Welch *per email and phone call Date: 2/3/21





City of Bellevue
Finance Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3000

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

Name: DAN BANKOY

Street Address: 3309 LEAWOOD DRIVE

City, St, Zip: BELLEVUE, NE 68123

Home Phone: 402-968-4271 Other Phone: _____

E-mail: DANBANKOY@HOTMAIL.COM

Best way to contact appointment: Phone E-mail Postal Mail

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

ORIGINALLY APPOINTED IN 2014;
REAPPOINTED IN 2018. LONGTIME
BELLEVUE RESIDENT. PREVIOUSLY
WAS DIRECTOR OF EMPLOYMENT SUCCS/
JOB TRAINING FOR 6-COUNTY TEXAS
COUNCIL OF GOVERNMENTS.



An Equal Opportunity/Affirmative Action Employer



2/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/19/2021		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX. Applicant: Dennis R. Schworer, LLC.
General Location: South 10th Street and Alberta Avenue.

SYNOPSIS/BACKGROUND:

Dennis Schworer is requesting approval of a request to rezone Lot 2, Bellevue Business Park Replat VI, for the purpose of future flex development. Mr. Schworer had been granted a CUP for an auto body repair shop at this location and he has indicated he no longer desires to pursue this type of development but, would rather market the property for flex uses. Examples of permitted uses in the FX zone include: business parks and services, convenience stores, retail businesses, warehouses and wholesale businesses.

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: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission has recommended approval of this application.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Roblins
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Orchard Valley Inc.

Case #'s: Z-2009-12, S-2009-20

CITY COUNCIL HEARING DATE: February 2, 2021

REQUEST: to rezone Lots 1 through 263, and Outlots A through D, Alta Collina, being a platting of the South ½ of the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RS-72 and RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina.

On December 17, 2020, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations and Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: December 17, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2009-12
S-2009-20

FOR HEARING OF:
REPORT #1: December 17, 2020
REPORT #2: February 19, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Orchard Valley Inc.
Attn: Melvin Sudbeck
16255 Woodland Drive
Omaha, NE 68136

B. PROPERTY OWNER:

Kenneth and Norma Kuhlman
c/o Trustees
12502 South 48th Street
Papillion, NE 68133

C. GENERAL LOCATION:

South of 48th Street and Capehart Road

D. LEGAL DESCRIPTION:

Lots 1 through 263, and Outlots A through D, Alta Collina, located in the South ½ of the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 263, and Outlots A through D, Alta Collina, from AG to RD-60 and RS-72 for the purpose of single family residential development.
2. Preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina.

F. EXISTING ZONING AND LAND USE:

AG, Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 80 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and most recently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

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

C. REVELANT CASE HISTORY:

On December 17, 2020, the Planning Commission recommended approval of a request to rezone Lots 1 through 263, and Outlots A through D, Alta Collina, being a platting of the South ½ of the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RS-72 and RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina.

D. APPLICABLE REGULATIONS:

- 1. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.
- 2. Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.
- 3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
- 4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
- 5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no specific MAPA traffic count data available for the intersection of 48th Street and Capehart Road.
2. Access is proposed from two points off of South 48th Street. The property will also have access to the north from newly created extensions of South 49th Street, South 52nd Street, and South 55th Street connecting to the Falcon Pointe development. Access to the south will be from a newly created extension of South 51st Street connecting to the Lions Gate development.

D. UTILITIES:

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

E. ANALYSIS:

1. Melvin Sudbeck, on behalf of Orchard Valley Inc., has submitted a request to preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina, for the purpose of single family residential development.
2. The applicant is also requesting a change of zone from AG to RD-60 (Duplex Residential, 6,000 Square Foot Zone) and RS-72 (Single Family Residential, 7,200 Square Foot Zone) for Lots 1 through 263, and Outlots A through D, Alta Collina.

The majority of the development will consist of RS-72 zoned lots, with a minimum square footage of 7,200. The applicant is also proposing smaller townhome lots in the southeast corner of the development under a proposed RD-60 zoning. The minimum square footage for these lots is 6,000.

All of the lots conform to the minimum requirements of the requested zoning districts.

3. The applicant has indicated this development will be similar to the existing Falcon Pointe neighborhood adjacent to this property on the north. Falcon Pointe is zoned RS-72 and RG-50-PS, with a similar mix of housing styles.

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works Department, Sarpy County Planning Director, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, and the Springfield Platteview School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Krista Hoffart, Offutt Community Planner stated the project area does not fall within Offutt Air Force Base Accident Potential Zones or Noise Contours.

Matt Knight, Public Works Engineer, requested technical revisions to the preliminary plat, street profiles, drainage plan, sanitary sewer plan, and storm sewer plan.

The applicant's engineer and surveyor have since satisfied the requested technical revisions.

Sarpy County GIS/911 requested revisions to the street names on the preliminary plat. These revisions have been made by the developer's engineer.

No other comments were received on this case.

5. The Future Land Use Map designates this area as medium density residential. This development is compatible with the Comprehensive Plan.

6. This plat will be developed as a Sanitary and Improvement District. A draft amendment to the Alta Collina Subdivision Agreement has been submitted by the applicant and has been reviewed by the City Attorney.

7. When this area began developing with residential neighborhoods, it was the plan to have this development and Falcon Pointe share park area to serve both subdivisions. The city does not want to have subdivisions with smaller parks but would rather see larger parks serving more than one development which can easily be maintained in the future. Falcon Pointe currently has a 4.20 acre platted park area adjacent to this property. This subdivision has a proposed trail system to connect to the existing park area to the north. In addition, the applicant will contribute financially to the Falcon Pointe Sanitary and Improvement District as they develop this park area.

Several walking trails are being proposed and are shown on the attached trail plan. An 8' wide trail will be constructed along the east side of South 48th Street to connect to a trail system along the west side of this street. Additional 10' wide trails are being proposed internally along South 52nd Street, which will connect to the Falcon Point development on the north and the Lions Gate subdivision on the south. A 10' wide trail is also proposed along the north side of Lookingglass Drive. This trail will eventually extend from 36th Street to the western edge of the city's jurisdiction and will provide an important east/west trail connection.

8. Traffic calming measures are proposed and shown on the preliminary plat along South 52nd Street and Lookingglass Drive, both of which are proposed collector streets.

9. Based on the number of acres, this development will require a contribution to the Park Fund in the amount of \$44,000.

10. Staff believes this development is compatible with the existing single family residential development in the neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan

VI. ATTACHMENTS TO REPORT

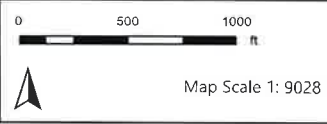
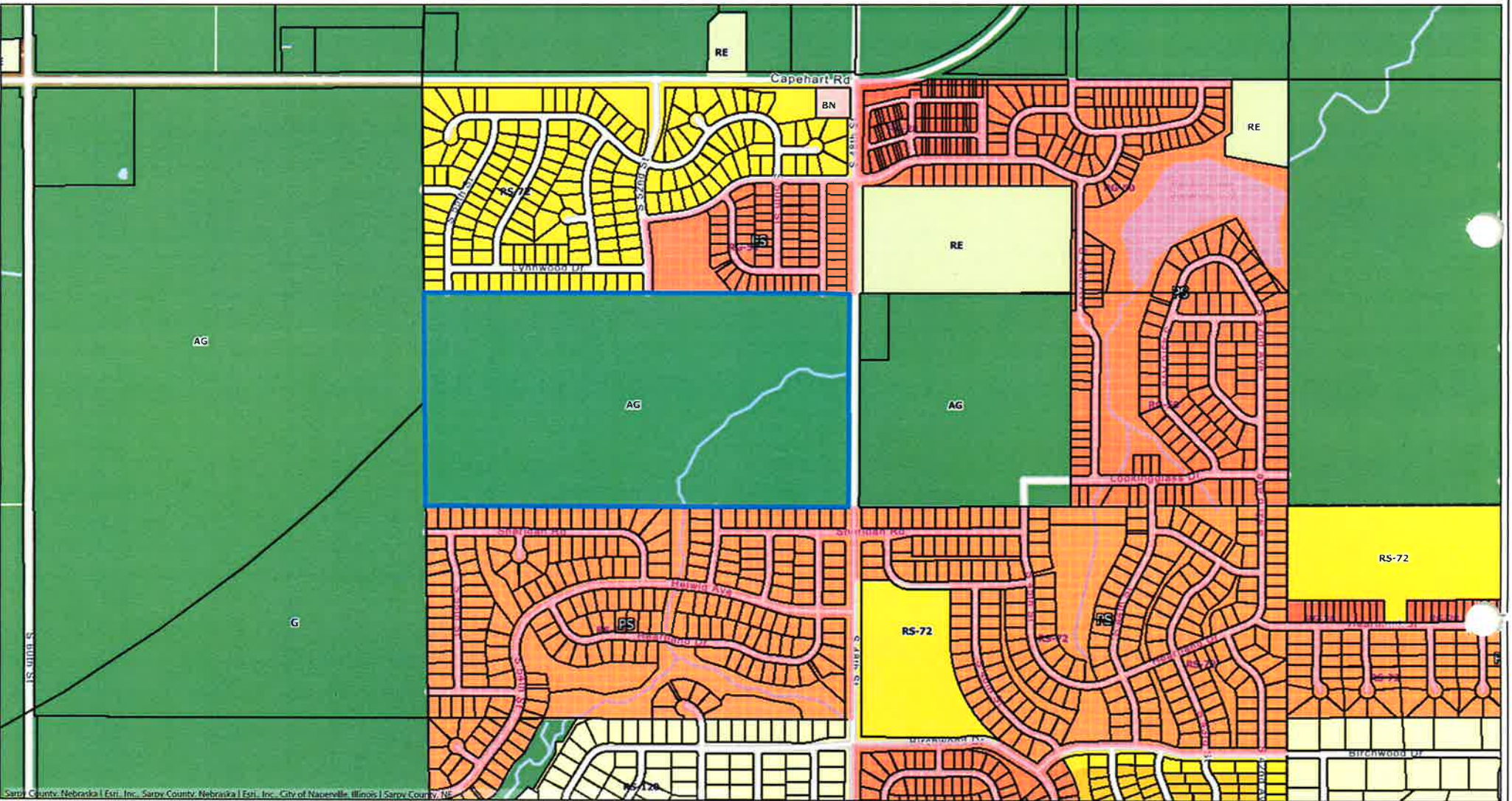
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Preliminary plat received December 17, 2020
4. Zoning justification letter received December 10, 2020
5. Trail plan received December 16, 2020
6. Zoning exhibit received November 3, 2020
7. Email from Justin Hess received January 4, 2021

VII. COPIES OF REPORT TO:

1. Orchard Valley Inc (Melvin Sudbeck)
2. Blakeman Engineering (Brad Blakeman)
3. Peterson/Foster Law (Bob Petersen)
4. Public Upon Request


Assistant Planning Manager Date of Report

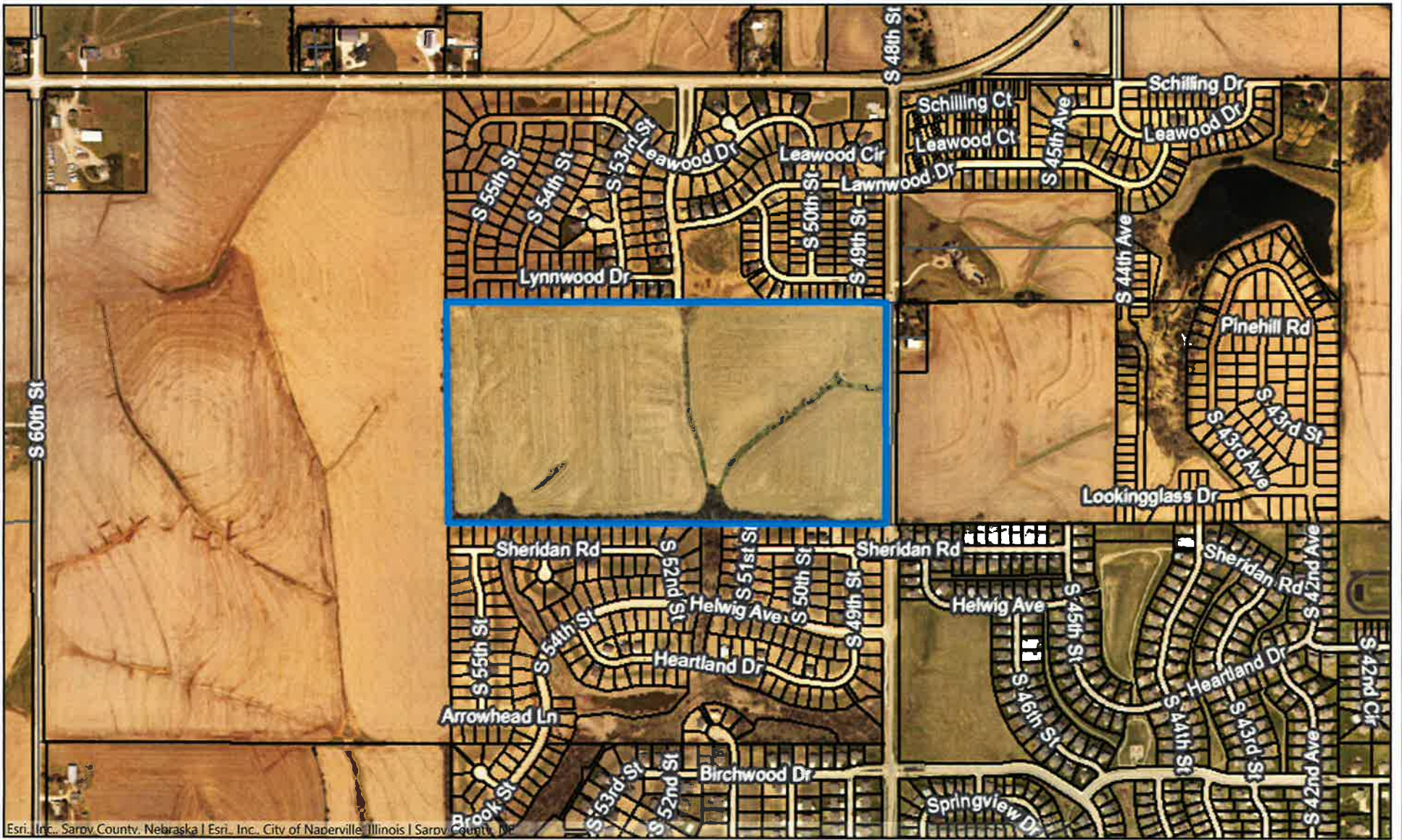

Planning Manager Date of Report



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Notes

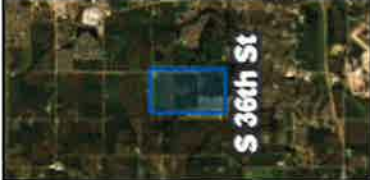


Esri, Inc., Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Sarpy County, NE



Map Scale 1: 12739

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Notes



RECEIVED
DEC 17 2020

PLANNING DEPARTMENT



DATE: 11-3-2020
DRAWN BY: TMF
CHECKED BY: RNF
JOB NO.: 2019-08

ALTA COLLINA

PRELIMINARY PLAT
LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE
LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION
7, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



SCALE - 1" = 100'



STREET ACCESS RESTRICTIONS
THERE WILL BE NO STREET ACCESS FOR LOTS 1, 2, 3, 4, 5, 6, 7, & 8, 10, 11, 12, 13, 14, 15, 16 AND OUT LOT "A" TO 4TH STREET.

SETBACKS
RD-60
Front: 25' minimum setback
Side: 15' minimum, 10' on lots that adjoin streets.
Rear: 20' minimum
RS-72
Front: 25' minimum setback
Side: 20' minimum, 20' on lots that adjoin streets.
Rear: 25' minimum

LEGAL DESCRIPTION
A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N60°00'00"W ON THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 1320.78 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S82°22'19"W ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 284.20 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S82°11'11"E ON THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 1320.78 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE N60°00'00"W ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 284.20 FEET BACK TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 80.998 ACRES MORE OR LESS.

Subdivider: Orchard Valley Inc.
c/o - Melvin Sudbeck

Blakeman Engineering LLC
Principal, Project Manager - Brad Blakeman
10423 Hansen Ave, Omaha, NE 68124

FORMING TABLE	
TOTAL DISTANCE OF SUBDIVISION	78.44 ACRES
NO. OF EDWING TOTAL LOTS	74 13,827 ACRES
NO. OF EDWING TOTAL LOTS	189 42,686 ACRES
OUTLOT A DRAINAGE	7.000 SF
OUTLOT B STORM WATER BASIN	132,004 SF
OUTLOT C LIFT STATION	43,271 SF
OUTLOT D DRAINAGE	33,402 SF

CERTIFICATION
I, THE UNDERSIGNED, A LICENSED SURVEYOR, HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYING WORK PERFORMED BY ME OR UNDER MY SUPERVISION AND THAT I AM A FULLY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

12-16-2020
DATE: FRED W. FRANKLIN, RLS-525



ALPHA LAND SURVEYING
ALTA COLLINA

Alpha Land Surveying
SARPY COUNTY, NEBRASKA
10423 HANSEN AVENUE, SUITE 100, OMAHA, NEBRASKA 68124
PHONE: (402) 491-1111
FAX: (402) 491-1112
EMAIL: alpha@alphalandsurveying.com

**ORCHARD
VALLEY, INC.**



16255 WOODLAND DRIVE • OMAHA • NE • 68136 • 402-895-3288 (O) • 402-895-5357 (F)

December 7, 2020

City of Bellevue – Zoning Dept
ATTN: Angela Curry
1510 Wall Street
Bellevue, NE 68005
402-293-3000

RE: Alta Collina – Zoning Justification

Angela

As requested, this letter serves as a justification statement for the development of a proposed residential subdivision, Alta Collina, in the City of Bellevue's zoning jurisdiction. The proposed Alta Collina subdivision sits on a parcel of land approximately one-quarter mile southwest of 48th and Capehart. Orchard Valley is requesting the referenced land (currently zoned as agricultural) be rezoned as single-family residential (RD60 and RS72).

Rezoning this land to single-family residential helps to fill the need for housing in this area and meets the City of Bellevue's future comprehensive land development plan. Required utilities / infrastructure for the proposed subdivision run adjacent to the land thus allowing for affordable development costs.

Houses in the Alta Collina subdivision will be comparable to the Falcon Ridge neighborhood to the north and the Lions Gate subdivision to the south. The anticipated price point for RD60 properties should fall within \$250-350k range; the anticipated price point for the RS72 properties should fall within the \$325-500k range.

Feel free to reach out to us w/ any additional inquiries you may have. Thank you.

Sincerely

Melvin Sudbeck, President

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DEC 10 2020
PLANNING DEPT.

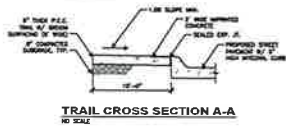
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DEC 16 2020

PLANNING DEPT.

ALTA COLLINA

LOCATED IN THE S 1/2 OF NE 1/4, SEC 7, T13N, R13E OF THE 6TH P.M.,
SARPY COUNTY, NEBRASKA.



LEGEND
 PCC TRAIL

WALKING TRAIL PLAN EXHIBIT
 SCALE 1" = 100'-0"



RECEIVED

NOV 03 2020

PLANNING DEPT.



ALTA COLLINA

PRELIMINARY PLAT

LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE
LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION
7, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



SCALE - 1" = 10'
0 100 200 300



STREET ACCESS RESTRICTIONS
THERE SHALL BE NO STREET ACCESS FOR LOTS 1, 2, 3, 4, 8, 9, 8, 9, 10, 11, 12, 13, 14, 15, 18 AND OUT LOT "A" TO 40TH STREET.

SETBACKS
RD-60
From:
All lots are 25ft minimum setback
Side:
30ft minimum, 15' on lots that adjoin streets.
Rear:
30ft minimum
RS-72
From:
All lots are 20ft minimum setback
Side:
7ft minimum, 20' on lots that adjoin streets.
Rear:
20ft minimum

LEGAL DESCRIPTION
A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE NORTHERLY, OR THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1320.26 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE SOUTHWEST, ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1320.26 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE SOUTHWEST, ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1320.26 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE NORTHERLY, ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1320.26 FEET BACK TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 60.88 ACRES MORE OR LESS.

ZONING TABLE	
TOTAL ACREAGE OF SUBDIVISION	78.44 ACRES
RD-60 ZONING TOTAL LOTS	74 LOTS/63 ACRES
RS-72 ZONING TOTAL LOTS	188 LOTS/43.80 ACRES
OUTLOT A DRAINAGE	7500 SF
OUTLOT B STORM WATER BASIN	18,000 SF
OUTLOT C LIFT STATION	43,200 SF
OUTLOT D DRAINAGE	22,425 SF

Subdivider: Orchard Valley Inc.
c/o -- Melvin Sudbeck

Blakeman Engineering LLC
Principal, Project Manager - Brad Blakeman
10423 Hansen Ave, Omaha, NE 68124

CERTIFICATION
I HEREBY CERTIFY THAT THE SURVEYING INSTRUMENTS AND METHODS BY ME USED IN PREPARED THIS SURVEYING MAP AND THAT AS A SURVEYOR I AM A MEMBER OF THE NEBRASKA SOCIETY OF PROFESSIONAL SURVEYORS AND THAT I AM A MEMBER OF THE STATE OF NEBRASKA.

11-3-2020
DATE: TROY W. PARKER R.L.S. 535



DATE: 11-3-2020
DRAWN BY: DJF
CHECKED BY: RFB
JOB NO.: 2018-006

ALPHA LAND SURVEYING
ALTA SURVEY

Alpha Land Surveying
1800 S. 10th St., Omaha, NE 68108
781-741-1111
www.alphaandsurveying.com
email: alphaandsurveying@gmail.com

Tammi Palm

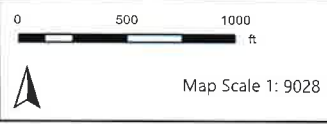
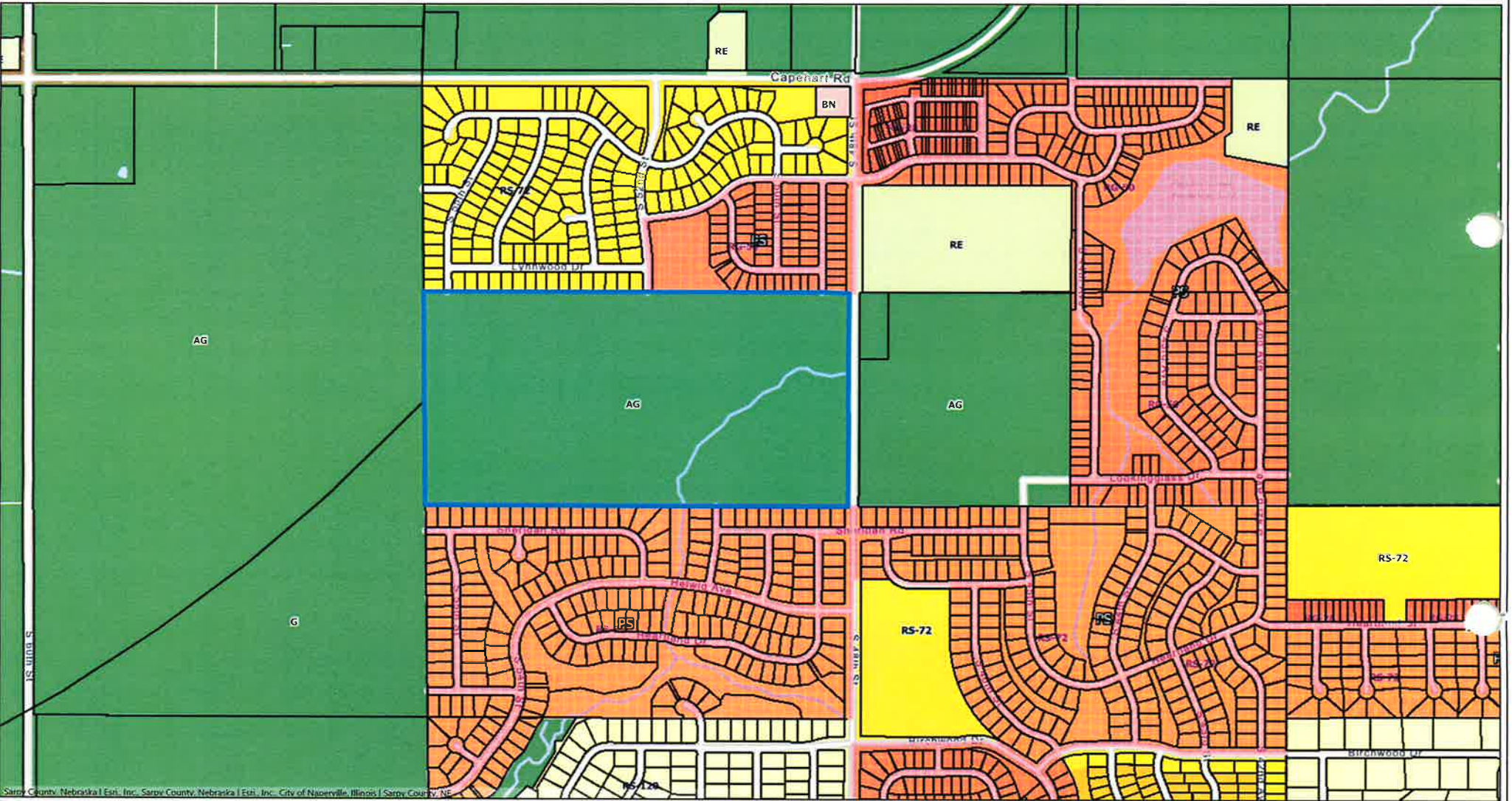
From: Justin Hess <justindhess@gmail.com>
Sent: Monday, January 4, 2021 7:55 PM
To: Tammi Palm
Subject: Objection to proposed plan by Orchard Valley to develop off 48th Street South of Capehart

I am a local homeowner living near the proposed development. My address is 4704 Sheridan Rd, Bellevue. I was unable to attend the public hearing on December 17th.

I object to any rezoning that will permit duplexes or other types of homes that will decrease the value of my property and home. I also object to any plans that do not include adequate traffic mitigation plans -- not only for the new subdivision but for the entire affected area. This includes plans to adequately address traffic at the intersection of Capehart and 48th Street.

Thank you

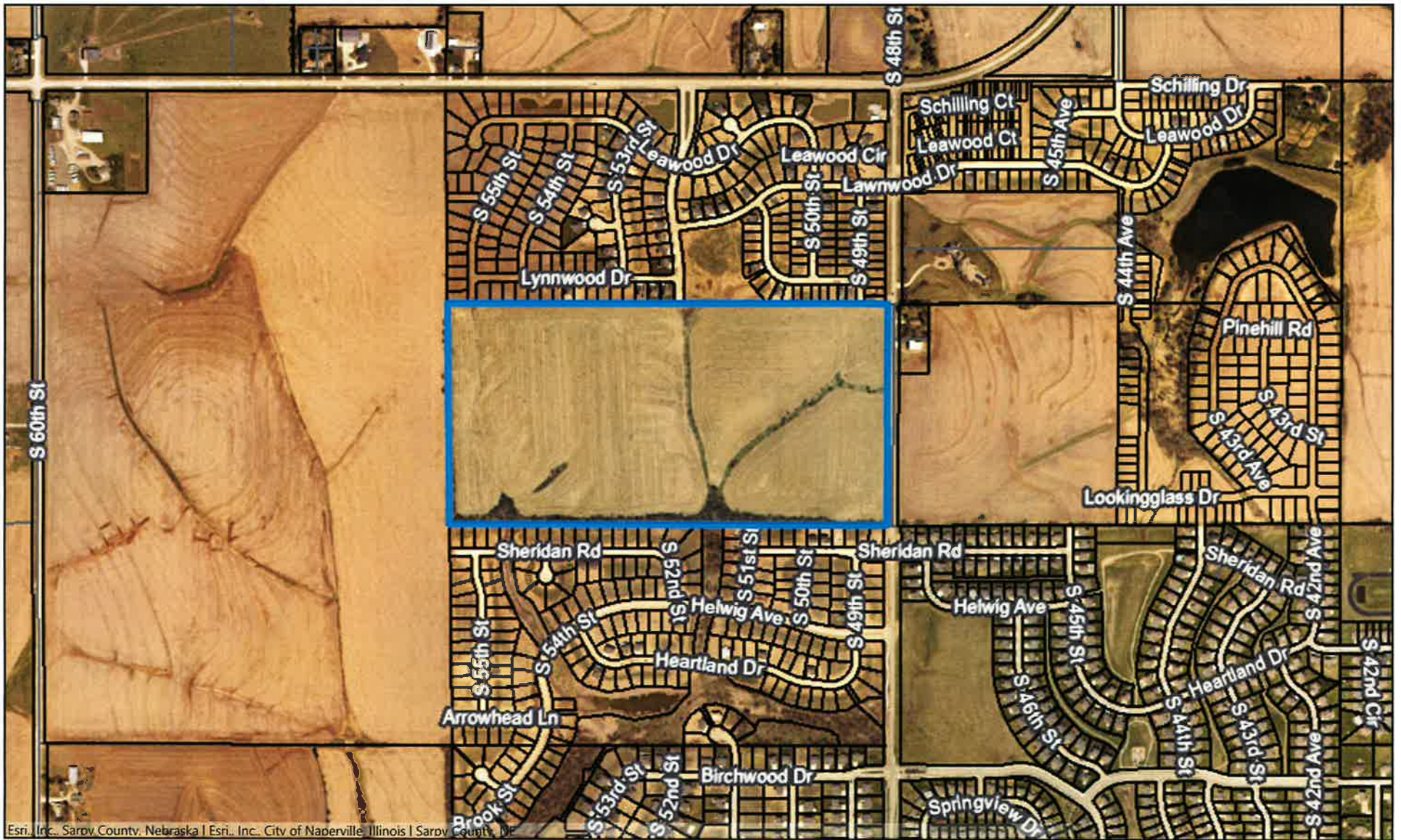
Justin Hess



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Notes

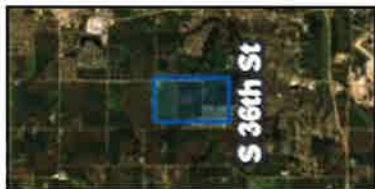


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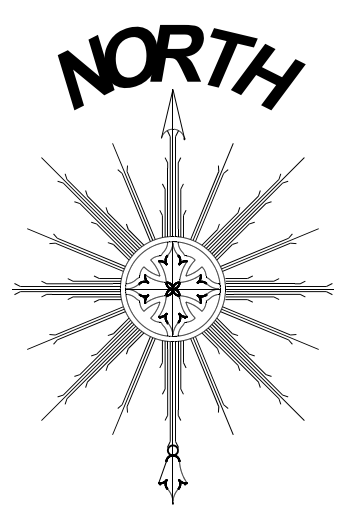
Map Scale 1: 12739

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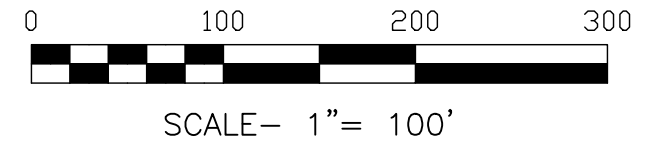
Notes





ALTA COLLINA

PRELIMINARY PLAT LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



W 1/4 CORNER
7-13-13
FOUND IRON PIN

N 87° 28' 49" E 246.89'(F) 246.88'(C)

7.0
CENTER OF SECTION
7-13-13
FOUND 1" IRON ROD

42 NE CORNER NE 1/4
7-13-13
FOUND CHISEL "X"

NE CORNER SE 1/4, NE 1/4
7-13-13
FOUND CHISEL "X"

STORM &
DRAINAGE
EASEMENT

AG ZONING

43 POB
EAST 1/4 CORNER
7-13-13
FOUND CHISEL "X"

41 SE COR. SE 1/4
7-13-13
F3M

ZONING TABLE	
TOTAL ACREAGE OF SUBDIVISION	79.44 ACRES
RD 60 ZONING TOTAL LOTS	74 15.623 ACRES
RD 72 ZONING TOTAL LOTS	189 42.690 ACRES
OUTLOT A DRAINAGE	7500 SF
OUTLOT B STORM WATER BASIN	152,004 SF
OUTLOT C LIFT STATION	43,271 SF
OUTLOT D DRAINAGE	23,402 SF

Subdivider: Orchard Valley Inc.
c/o - Melvin Sudbeck

Blakeman Engineering LLC
Principal, Project Manager - Brad Blakeman
10423 Hansen Ave, Omaha, NE 68124

SETBACKS	
RD-60	RS-72
Front: All lots are 25ft minimum setback	Front: All lots are 25ft minimum setback
Side: 5ft minimum, 15' on lots that adjoin streets.	Side: 7ft minimum, 20' on lots that adjoin streets.
Rear: 35ft minimum	Rear: 35ft minimum

LEGAL DESCRIPTION
A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N02°29'58"W, ON THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1330.78 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S87°22'15"W, ON THE NORTHEAST 1/4; THENCE S87°22'15"W, ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2664.20 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S03°17'14"E, ON THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; A DISTANCE OF 1326.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE N87°28'33"E, ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2645.96 FEET BACK TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 80.66 ACRES MORE OR LESS.

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

DATE: 12-16-2020
FRED M. FRANKLIN R.L.S. 525



DATE: 11-3-2020

DRAWN BY: FMF

CHECKED BY: FMF

JOB NO.: 2019-98

ALPHA LAND SURVEYING

ALTA COLLINA

Alpha Land Surveying

996 30MS

SOUTH SIOUX CITY, NEBRASKA (402)494-2122
OAKLAND, NEBRASKA (402)685-6944 BLAIR, NEBRASKA (402)371-7571
NORFOLK, NEBRASKA (402)371-7571 OMAHA, NEBRASKA (402)371-7571
website - www.alphaandsurveying.com
email - alphaandsurveying@gmail.com

ORDINANCE NO. 4024

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 SOUTH OF 48TH STREET AND CAPEHART ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA. HEREAFTER MADE A PART OF THIS DESCRIPTION BY THIS REFERENCE. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE S02°29'58"E, ON THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 470.00 FEET; THENCE S87°22'15"W A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING; THENCE S87°22'15"W A DISTANCE OF 125.00 FEET; THENCE S02°29'58"E A DISTANCE OF 25.00 FEET; THENCE S87°22'15"W A DISTANCE OF 688.73 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 186.02 FEET, WITH A RADIUS OF 175.00 FEET, WITH A CHORD BEARING OF S56°55'07"W, WITH A CHORD LENGTH OF 177.39 FEET; THENCE S21°36'09"E A DISTANCE OF 11.66 FEET; THENCE S22°23'23"W A DISTANCE OF 60.00 FEET; THENCE N68°16'43"W A DISTANCE OF 86.99 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 237.72 FEET, WITH A RADIUS OF 330.00 FEET, WITH A CHORD BEARING OF N47°38'31"W, WITH A CHORD LENGTH OF 232.61 FEET; THENCE S87°22'15"W A DISTANCE OF 175.82 FEET; THENCE S03°17'14"E A DISTANCE OF 122.62 FEET; THENCE S61°45'34"E A DISTANCE OF 530.82 FEET; THENCE S02°29'58"E A DISTANCE OF 248.03 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 114.35 FEET, WITH A RADIUS OF 1335.00 FEET, WITH A CHORD BEARING OF S83°50'15"E, WITH A CHORD LENGTH OF 114.32 FEET; THENCE S08°59'52"E A DISTANCE OF 73.65 FEET; THENCE S02°29'58"E A DISTANCE OF 23.99 FEET; THENCE N87°30'02"E A DISTANCE OF 60.00 FEET; THENCE S02°29'58"E A DISTANCE OF 121.50 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE N87°28'33"E, ON SAID SOUTH LINE, A DISTANCE OF 768.65 FEET; THENCE N02°29'58"W A DISTANCE OF 860.69 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT HAVING AN AREA OF 19.28 ACRES MORE OR LESS.

From AG (Agricultural District) to RD-60 (Duplex Residential – 6,000 Square Foot Zone), and

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA. HEREAFTER MADE A PART OF THIS DESCRIPTION BY THIS REFERENCE. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER; THENCE S87°22'15"W, ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S87°22'15"W, ON SAID NORTH LINE, A DISTANCE OF 2614.20 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE S03°17'14"E. ON SAID WEST LINE, A DISTANCE OF 1326.02 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE N87°28'33"E, ON SAID SOUTH LINE, A DISTANCE OF 1767.31 FEET; THENCE N02°29'58"W A DISTANCE OF 145.51 FEET; THENCE N08°59'52"W A DISTANCE OF 73.65 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 114.35 FEET, WITH A RADIUS OF 1335.00 FEET, WITH A CHORD BEARING OF N83°50'15"W , WITH A CHORD LENGTH OF

114.32 FEET; THENCE N02°29'58"W A DISTANCE OF 248.03 FEET; THENCE N61°45'34"W A DISTANCE OF 530.82 FEET; THENCE N03°17'14"W A DISTANCE OF 122.62 FEET; THENCE N87°22'15"E A DISTANCE OF 243.27 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 166.61 FEET, WITH A RADIUS OF 270.00FEET, WITH A CHORD BEARING OF S50°36'03"E , WITH A CHORD LENGTH OF 163.98 FEET; THENCE S68°16'43"E A DISTANCE OF 20.67 FEET; THENCE N67°59'51"E A DISTANCE OF 12.30 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 243.30 FEET, WITH A RADIUS OF 225.00 FEET, WITH A CHORD BEARING OF N56°23'33"E , WITH A CHORD LENGTH OF 231.62 FEET; THENCE N87°22'15"E A DISTANCE OF 688.85 FEET; THENCE S02°29'58"E A DISTANCE OF 25.00 FEET; THENCE N87°22'15"E A DISTANCE OF 125.00 FEET; THENCE N02°29'57"W A DISTANCE OF 470.00 FEET, TO THE POINT OF BEGINNING. HAVING AN AREA OF 58.54 ACRES MORE OR LESS.

From AG (Agricultural District) to RS-72 (Single Family Residence – 7,200 Square Foot Zone)

(Orchard Valley Inc.)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 1 through 263, and Outlots A through D, Alta Collina, is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

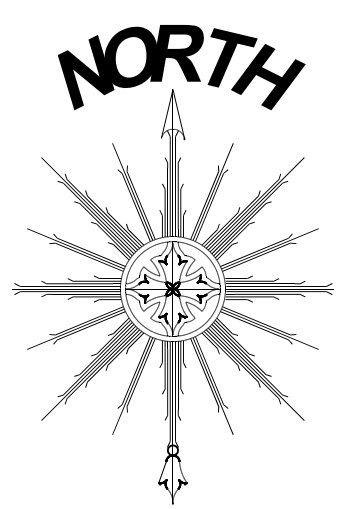
City Attorney

ATTEST

City Clerk

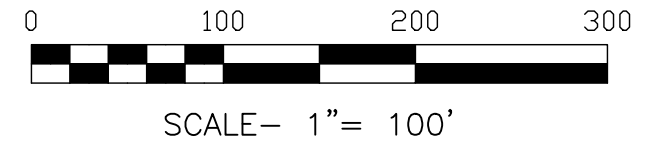
Mayor

First Reading: 01/19/2021
Second Reading: 02/02/2021
Third Reading: 02/16/2021



ALTA COLLINA

PRELIMINARY PLAT LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



DATE: 11-3-2020
DRAWN BY: FMF
CHECKED BY: FMF
JOB NO.: 2019-98



W 1/4 CORNER
7-13-13
FOUND IRON PIN

72
N87°28'33"E 2468.90'(F) 2468.58'(C)
CENTER OF SECTION
7-13-13
FOUND 1" IRON ROD

42
NE CORNER NE 1/4
7-13-13
FOUND CHISEL "X"

NE CORNER SE 1/4, NE 1/4
7-13-13
FOUND CHISEL "X"

STORM &
DRAINAGE
EASEMENT

AG ZONING

43 POB
EAST 1/4 CORNER
7-13-13
FOUND CHISEL "X"

41
SE COR. SE 1/4
7-13-13
FSM

ZONING TABLE	
TOTAL ACREAGE OF SUBDIVISION	79.44 ACRES
RD 60 ZONING TOTAL LOTS	74 15.623 ACRES
RD 72 ZONING TOTAL LOTS	189 42.690 ACRES
OUTLOT A DRAINAGE	7500 SF
OUTLOT B STORM WATER BASIN	152,004 SF
OUTLOT C LIFT STATION	43,271 SF
OUTLOT D DRAINAGE	23,402 SF

Subdivider: Orchard Valley Inc.
c/o - Melvin Sudbeck

Blakeman Engineering LLC
Principal, Project Manager - Brad Blakeman
10423 Hansen Ave, Omaha, NE 68124

SETBACKS	
RD-60	RS-72
Front: All lots are 25ft minimum setback	Front: All lots are 25ft minimum setback
Side: 5ft minimum, 15' on lots that adjoin streets.	Side: 7ft minimum, 20' on lots that adjoin streets.
Rear: 35ft minimum	Rear: 35ft minimum

LEGAL DESCRIPTION
A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N02°29'58"W, ON THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1330.78 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S87°22'15"W, ON THE NORTHEAST 1/4; THENCE S87°22'15"W, ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2664.20 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S03°17'14"E, ON THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; A DISTANCE OF 1326.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE N87°28'33"E, ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2645.96 FEET BACK TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 80.66 ACRES MORE OR LESS.

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

DATE: 12-16-2020
FRED M. FRANKLIN R.L.S. 525



ALPHA LAND SURVEYING
ALTA COLLINA

Alpha Land Surveying
SOUTH SIOUX CITY, NEBRASKA (402)494-2122
OAKLAND, NEBRASKA (402)685-6944 BLAIR, NEBRASKA (402)371-7571
NORFOLK, NEBRASKA (402)371-7571 OMAHA, NEBRASKA (402)371-7571
website - www.alphaandsurveying.com
email - alphaandsurveying@gmail.com

11b.
2/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/19/2021		SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX. Applicant: Dennis R. Schworer, LLC.
General Location: South 10th Street and Alberta Avenue.

SYNOPSIS/BACKGROUND:

Dennis Schworer is requesting approval of a request to rezone Lot 2, Bellevue Business Park Replat VI, for the purpose of future flex development. Mr. Schworer had been granted a CUP for an auto body repair shop at this location and he has indicated he no longer desires to pursue this type of development but, would rather market the property for flex uses. Examples of permitted uses in the FX zone include: business parks and services, convenience stores, retail businesses, warehouses and wholesale businesses.

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: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission has recommended approval of this application.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Dennis R. Schworer LLC

Case #: Z-2010-16

CITY COUNCIL HEARING DATE: February 2, 2021

REQUEST: to rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX for the purpose of flex development.

On December 17, 2020, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of a request to rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX for the purpose of flex development. **APPROVAL** based upon conformance with the Zoning Ordinance, and lack of perceived negative impact upon the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: December 17, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2010-16

FOR HEARING OF:

REPORT #1: December 17, 2020

REPORT #2: January 19, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Dennis R. Schworer, LLC
417 Ridgewood Drive
Bellevue, NE 68005

B. PROPERTY OWNER:

Dennis R. Schworer, LLC
417 Ridgewood Drive
Bellevue, NE 68005

C. GENERAL LOCATION:

South 10th Street and Alberta Avenue

D. LEGAL DESCRIPTION:

Lot 2, Bellevue Business Park Replat VI, located in the Northeast $\frac{1}{4}$ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX.

F. EXISTING ZONING AND LAND USE:

BGH, Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 9.10 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RS-84 (across Cary Street)
- 2. **East:** Light Manufacturing, ML
- 3. **South:** Light Manufacturing, ML
- 4. **West:** Residential Estates; RE, Vacant; AG, and Single Family Residential, RS-120

C. REVELANT CASE HISTORY:

- 1. On June 28, 2004, the City Council approved a change of zone from RG-20-PD to BGH for Lot 2, Bellevue Business Park Replat VI. Along with the change of zone, a conditional use permit for the purpose of an auto body repair shop was also approved.
- 2. On December 17, 2020, the Planning Commission recommended approval of a request to rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX, for the purpose of flex development.

D. APPLICABLE REGULATIONS:

Section 5.26, Zoning Ordinance, regarding FX uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property as commercial.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property presently has access from unimproved Cary Street on the north, and Alberta Avenue on the south.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Dennis R. Schworer, LLC has submitted a request to rezone Lot 2, Bellevue Business Park from BGH to FX for the purpose of future flex development.
2. The intent of the FX zoning district is to provide for a variety of commercial, retail, and industrial uses. This district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public and light industrial.

Some examples of permitted uses in the FX zoning district include: business parks and services, convenience stores, retail businesses, warehouses and wholesale businesses. Outdoor storage, hotels, and automotive sales would be examples of some of the conditional uses.

3. 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 stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.

4. The Future Land Use Map of the Comprehensive Plan shows this property as commercial, based on its current zoning. If the Planning Commission desires to recommend approval of this rezoning request, staff recommends the approval also include a motion to amend the Future Land Use Map of the Comprehensive Plan as well.

5. In 2004, the applicant was granted a conditional use permit for an auto body repair shop. Conditional use permits for auto body repair shops are no longer allowed in the BGH zoning district after the 2011 Zoning Ordinance update. This type of use is currently allowed in the industrial zoning districts as a permitted use. The applicant's conditional use permit would be considered grandfathered and still allowed. The applicant has indicated he no longer desires to pursue this type of development, but rather would like to market the property for flex uses.

6. Considering the applicant could pursue a light industrial development on his property with his previously approved conditional use permit, staff believes the Flex zoning request is reasonable for the neighborhood. This zoning district would provide an appropriate transition from the adjacent ML (Light Manufacturing) zoning/uses on the east and south sides of the property, to the AG and low density residential uses on the west side of the property.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2018 GIS aerial photo of the property

VII. COPIES OF REPORT TO:

1. Dennis Schworer, LLC
2. Don Heine, TD2
3. Public Upon Request


Assistant Planning Manager Date of Report


Planning Manager Date of Report




SARPY COUNTY
NEBRASKA

Lot 2 Bellevue Business Park Replat VI



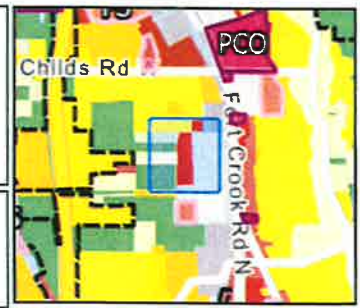
Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

Notes




Map Scale 1: 3185

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





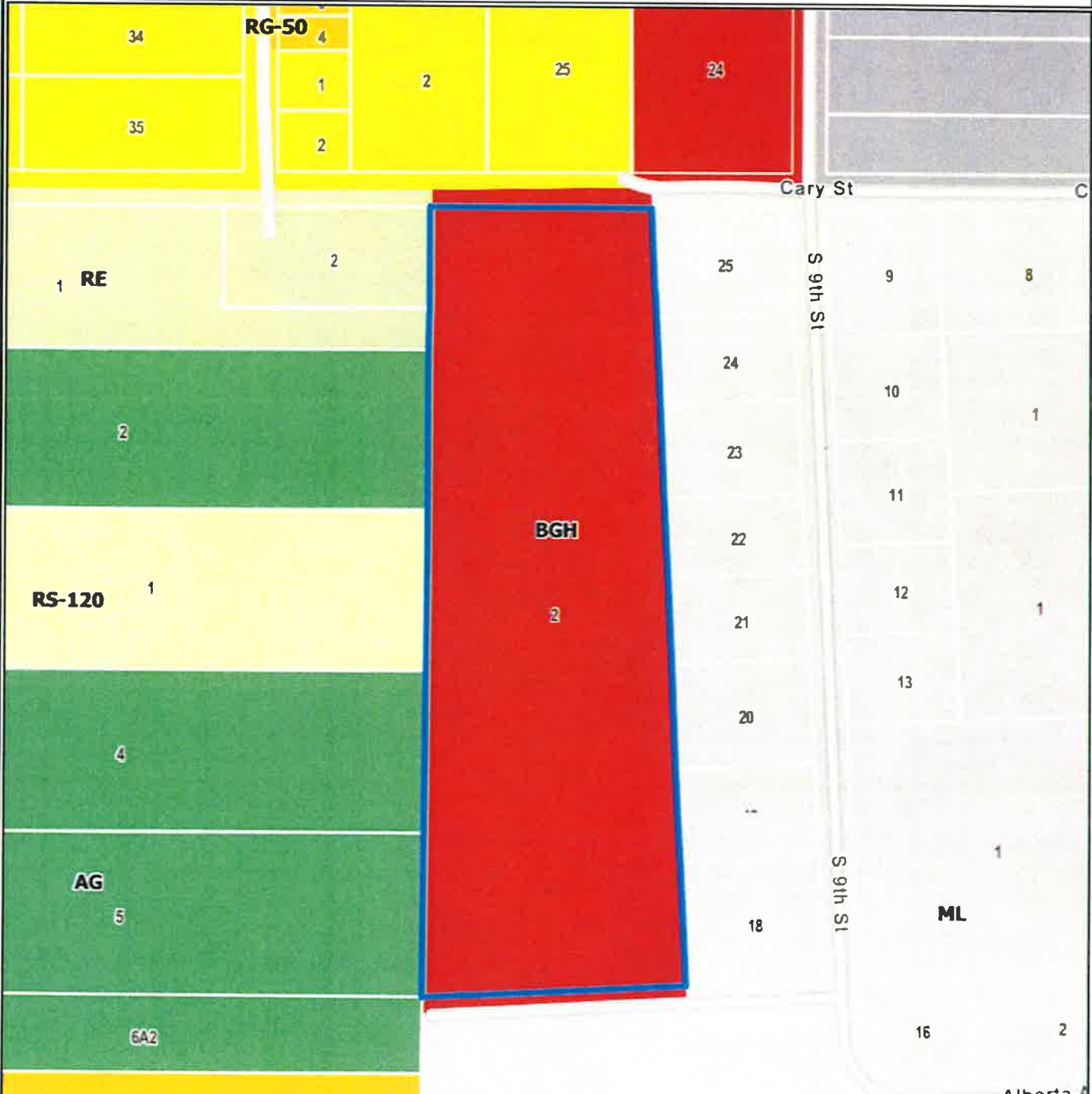
Notes



Map Scale 1: 3185

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

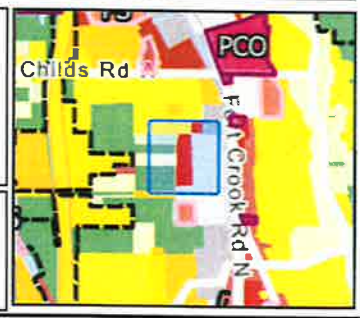
431698

Notes



Map Scale 1: 3185

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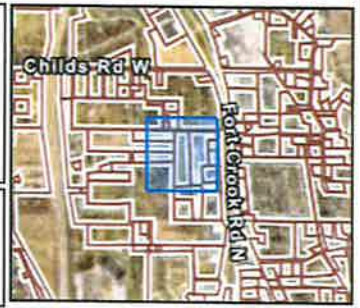
Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, Ne

Notes



Map Scale 1: 3185

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ORDINANCE NO. 4023

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 10th STREET AND ALBERTA AVENUE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 2, Bellevue Business Park Replat VI, located in the Northeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to FX (Flex Space District).

(Dennis R. Schworer LLC)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 01/19/2021
Second Reading: 02/02/2021
Third Reading: 02/16/2021

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

**13a.
2/16/2021**

COUNCIL MEETING DATE: 02/16/2021	SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Lots 1 and 2 Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast 1/4 of the Southwest 1/4 of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska from AG to RS-120 for the purpose of residential development; preliminary plat Lots 1 and 2 Figgyland Overlook; and final plat Lots 1 and 2 Figgyland Overlook. Applicant: HBC Homes, Mike Preston. General Location: 2116 Fairview Road

SYNOPSIS/BACKGROUND:

Mike Preson, on behalf of HBC Homes, is requesting approval of a change of zone and to preliminary plat and final plat Lots 1 and 2, Figgyland Overlook, being a replatting of Tax Lot 11 for the purpose of single family residential development. The property is currently zoned AG and considered non conforming due to the fact it is less than 20 acres. The AG zoning requires a 20 foot side yard setback and the proposed RS-120 zone requires a 10 foot side yard setback. The applicant has indicated a change of zone will match the residential lots adjacent to this property and will also bring the property into conformance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance
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: 

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: HBC Homes

Case #'s: Z-2012-18, S-2012-29, S-2012-30

CITY COUNCIL HEARING DATE: March 2, 2021

REQUEST: to rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RS-120 for the purpose of residential development; preliminary plat Lots 1 and 2, Figgyland Overlook; and final plat Lots 1 and 2, Figgyland Overlook.

On January 28, 2021, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of a request to rezone Lots 1 and 2, Figgyland Overlook, from AG to RS-120 for the purpose of residential development; preliminary plat Lots 1 and 2, Figgyland Overlook; and final plat Lots 1 and 2, Figgyland Overlook. **APPROVAL** based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, and lack of perceived negative impact tot eh surrounding areas.

VOTE:

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

Planning Commission Hearing (s) was held on: January 28, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2012-18
S-2012-29
S-2012-30

FOR HEARING OF:
REPORT #1: January 28, 2021
REPORT #2: March 2, 2021

I. GENERAL INFORMATION

A. APPLICANT:

HBC Homes (Mike Preston)
19613 Audrey Street
Gretna, Ne 68028

B. PROPERTY OWNER:

Dennis P Figgins
2116 Fairview Road
Bellevue, NE 68123

C. GENERAL LOCATION:

2116 Fairview Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, from AG to RS-120 for the purpose of single-family residential development.
2. Preliminary plat Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11.
3. Final plat Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11.

F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 1.82 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single-family residence built in 1964 and an accessory building on the northwest portion of the property. Proposed Lot 2 is presently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Tregaron Golf Course, AG
2. **East:** Single-Family Residential, RS-72-PS and AG
3. **South:** Fairview Elementary School (across Fairview Rd), RS-72,
4. **West:** Tregaron Golf Course, AG

C. REVELANT CASE HISTORY:

On January 28, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 and 2 Figgland Overlook, being a platting of Tax Lot 11, from AG to RS-120 for the purpose of residential development; preliminary plat Lots 1 and 2 Figgyland Overlook; and final plat Lots 1 and 2, Figgyland Overlook.

D. APPLICABLE REGULATIONS:

1. Section 5.08, Zoning Ordinance, regarding RG-120 uses and requirements.
2. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
3. Chapter 4, Subdivision Regulations, regarding Final Plats.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. MAPA traffic data indicates 5,800 vehicles per day along Fairview Road near the intersection of South 25th Street.

2. This property will have access from existing drives along Fairview Road.

D. UTILITIES:

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

E. ANALYSIS:

1. Mike Preston, on behalf of HBC Homes has submitted a request to preliminary plat and final plat Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 1.

2. In conjunction with the platting, the applicant is also requesting a change of zone for Lots 1 and 2, Figgyland Overlook, from AG to RS-120, for the purpose of single-family residential development.

The property is presently zoned AG. The current tax lot is non conforming due to the fact it is less than 20 acres.

The AG zoning requires a 20 foot side yard setback and the proposed RS-120 zone requires a 10 foot side yard setback. The applicant has indicated a change of zone will match the residential lots adjacent to this property. It will also bring the property into conformance.

3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, 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.

Matt Knight, Public Works Engineer, made comments pertaining to technical revisions to the preliminary plat and final plat. The applicant's engineer has since satisfied these comments.

Krista Hoffart, Offutt Air Force Base Community Planner, made comments the property is not located within the Accident Potential Zone or Noise Contours.

No other comments were received on this case.

4. With this plat, the applicant is dedicating additional right-of-way for Fairview Road.

5. This property is designated for medium density residential in the Future Land Use Map of the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

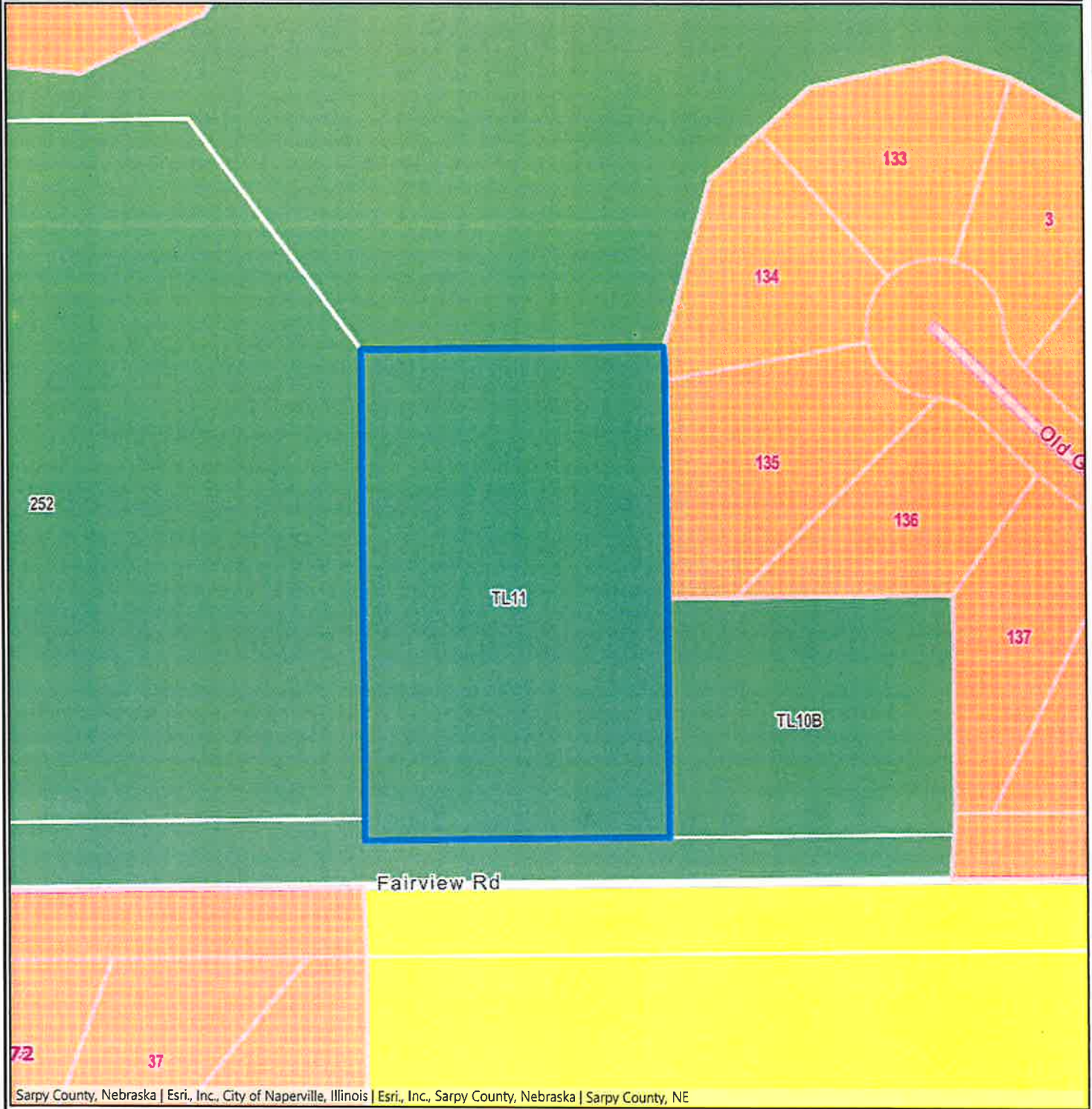
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Preliminary plat received December 23, 2020
4. Final plat received January 15, 2021
5. Letter from Jeff Stoll received January 15, 2021

VII. COPIES OF REPORT TO:

1. HBC Homes (Mike Preston)
2. Dennis Figgins
3. E & A Consulting Group, Inc. (Jeff Stoll)
4. Public Upon Request

 2/8/21
Assistant Planning Manager Date

 02/08/21
Planning Manager Date



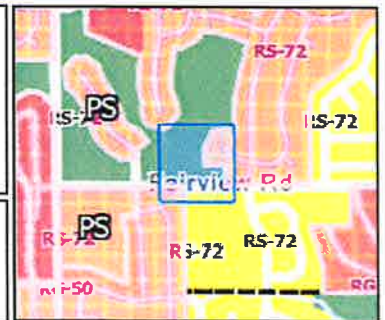
Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

Notes



Map Scale 1: 1592

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





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

Notes



Map Scale 1: 796

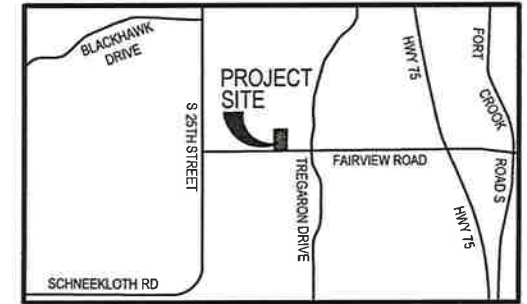
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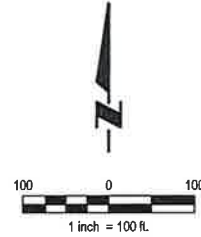
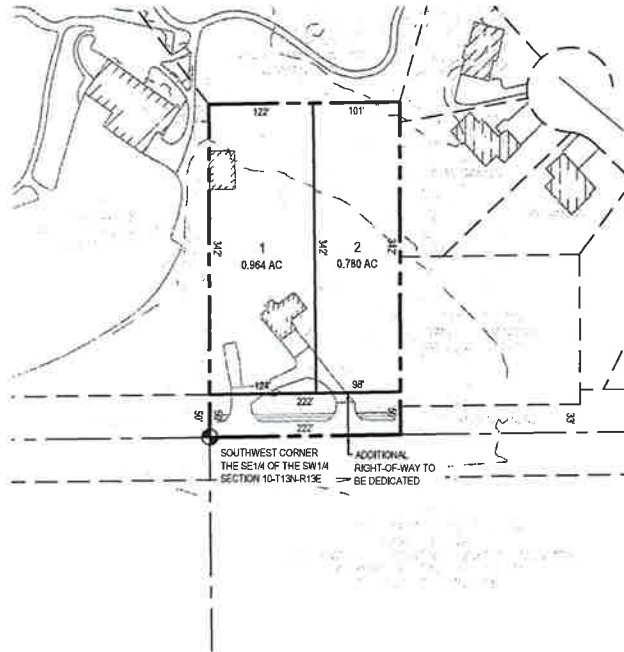
FIGGYLAND OVERLOOK

LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- SETBACK LINE
- ▨ EXIST. BUILDING
- - - EXIST. MAJOR CONTOURS
- - - EXIST. MINOR CONTOURS
- SS—SS SANITARY SEWER LINE
- ST—ST STORM SEWER LINE

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	35'

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 87,112 SQUARE FEET OR 2.000 ACRES, MORE OR LESS, SAID TRACT OF LAND CONTAINS FAIRVIEW ROAD RIGHT-OF-WAY WHICH CONTAINS 7,334 SQUARE FEET OR 0.168 ACRES, MORE OR LESS.

DEVELOPER/OWNER

DENNIS P. FIGGINS
2116 FAIRVIEW ROAD
BELLEVUE, NE 68123

ZONING:

EXISTING	AG	
PROPOSED:	RS-120, LOTS 1 & 2	1.644 AC
	PROPOSED RIGHT-OF-WAY	0.257 AC
	TOTAL	2.000 AC

NOTES:

- DRIVEWAYS OF LOTS 1 & 2 SHALL HAVE SEPARATE ACCESS TO FAIRVIEW ROAD.

RECEIVED
DEC 23 2020
PLANNING DEPT.

Proj No:	P2019.029.003
Date:	12/23/2020
Designed By:	JRS
Drawn By:	EHJ
Scale:	1" = 100'
Sheet:	1 of 1

Revisions

Date	Description

PRELIMINARY PLAT

FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

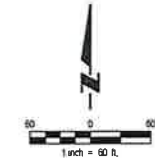
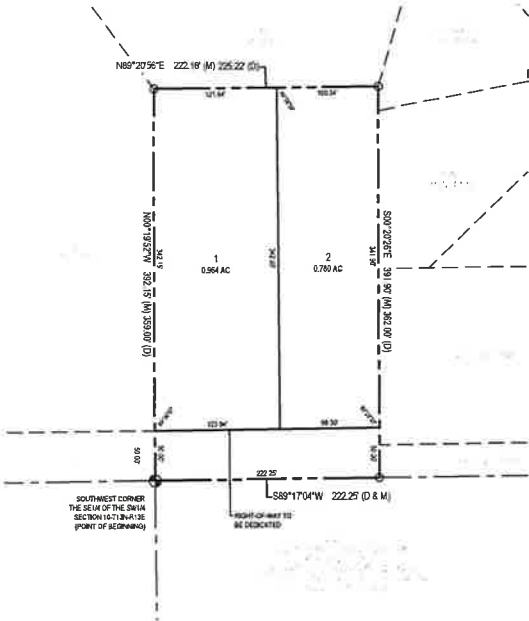
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com

FIGGYLAND OVERLOOK

LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

RECEIVED
JAN 15 2021
PLANNING DEPT.



LEGEND

- 5ft REBAR SET W/ CAP LS-578
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENTS
- ⊕ EXIST. SECTION CORNER
- EXIST. SECTION LINES
- - - EXIST. PROPERTY LINES
- D DEED
- M MEASURED

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	35'

NOTES:
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT DENNIS P. FIGGINS, A SINGLE PERSON, OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE MARKED AND RANGED AS SHOWN. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS FIGGYLAND OVERLOOK (LOTS) TO BE NUMBERED AS SHOWN, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE IOWA PUBLIC POWER DISTRICT (IOWA COOP COMMUNICATIONS, AND CENTURYLINK) ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SEVENTEEN (17) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SECTION. THE SEVENTEEN (17) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ELECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRAULIC AND OTHER RELATED FACILITIES AND TO EXTEND THESE PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, AND PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEM OR ALTER INTERFERENCE WITH THE ABOVE SAID RIGHTS HEREIN GRANTED.

DENNIS P. FIGGINS, A SINGLE PERSON

DENNIS P. FIGGINS, A SINGLE PERSON DATE _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAUSE DENNIS P. FIGGINS, A SINGLE PERSON WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DECLARATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL, THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER DATE _____

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE SAID PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND SINGLE POINTS IN FIGGYLAND OVERLOOK (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4 OF THE SW1/4 OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4 OF THE SW1/4, SECTION 10, SAID POINT ALSO BEING SAID TAX LOT 11; THENCE N07°10'50" (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE1/4 OF THE SW1/4, SECTION 10, SAID LINE ALSO BEING THE WEST LINE OF SAID TAX LOT 11, AND ALSO BEING THE EAST LINE OF LOT 25, TREGARON, A SUBDIVISION LOCATED IN SAID SW1/4, SECTION 10, A DISTANCE OF 362.15 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 11; SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 25, TREGARON, AND ALSO BEING ON THE SOUTHERLY LINE OF LOT 25, SAID TREGARON, THENCE N89°20'56" ALONG THE NORTH LINE OF TAX LOT 11, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF SAID LOT 25, TREGARON, A DISTANCE OF 222.19 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 11, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 13A, SAID TREGARON; THENCE S00°20'20" ALONG THE EAST LINE OF TAX LOT 11, SAID LINE ALSO BEING THE WEST LINE OF LOTS 13A AND 100, SAID TREGARON, A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 11, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID SW1/4, SECTION 10; THENCE S89°17'04" W ALONG THE SOUTH LINE OF SAID TAX LOT 11, SAID LINE ALSO BEING SAID SOUTH LINE OF SW1/4, SECTION 10, A DISTANCE OF 222.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 87,112 SQUARE FEET OR 2.00 ACRES, MORE OR LESS.

JOHN W. VON DOLLER, LS-578 DATE _____

BELLEVUE CITY COUNCIL APPROVAL

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS _____ DAY OF _____ APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID UNLESS THE CITY OF BELLEVUE APPROVES THIS FINAL PLAT. THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-10 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

MAYOR _____

ATTEST _____

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION DATE _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF FIGGYLAND OVERLOOK WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE.

THIS _____ DAY OF _____ 20____

COUNTY SURVEYOR / ENGINEER _____

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

FINAL PLAT

File No.	150220202
Date	12/22/2020
Drawn By	MLB
Checked By	MLB
Scale	1" = 60'
Sheet	1 of 1

1509 N. 4th St., Suite 100, Omaha, NE 68114
Phone: 402.595.4700 • Fax: 402.595.5609
www.eandagroup.com



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

January 15, 2021

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

RE: Figgyland Overlook – Zoning Justification Letter
E & A File: P2019.029.003

Dear Tammi,

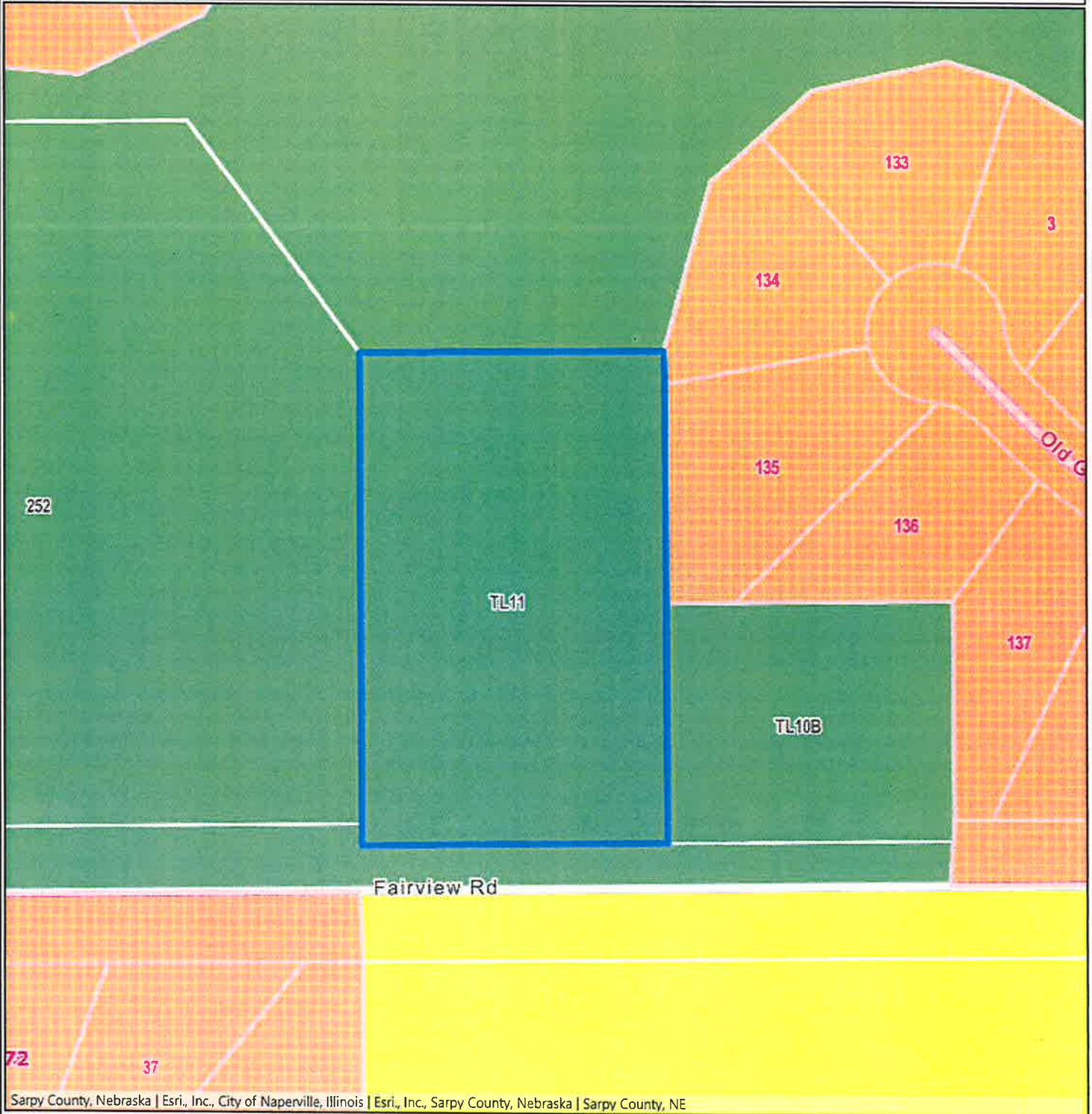
On behalf of our client, HBC Homes, Inc., we recommend that the Figgyland Overlook development, which is currently zoned as AG (Agricultural) District, be rezoned to RS-120 (Single-Family Residential) District. We believe that the proposed rezoning request matches the type of residential lot that is currently directly to the east of this property. The RS-120 zoning and corresponding lot sizes will also lead to home types that complement the adjacent Tregaron Golf Course as will generally comply with the City of Bellevue Comprehensive Plan. While the surrounding neighborhoods have slightly higher density zoning (RD-60 and RS-72), these neighborhoods have smaller lots and would better fit the denser zoning. The lots in this development are near one acre in size and would better fit the RS-120 zoning per City Code.

Sincerely,
E & A Consulting Group, Inc.

A handwritten signature in blue ink, appearing to read 'J. Stoll', is written over the signature line.

Jeff Stoll
Platting Services Assistant Manager

RECEIVED
JAN 15 2021
PLANNING DEPT.



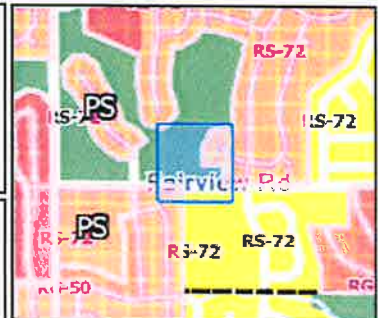
Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

Notes



Map Scale 1: 1592

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

Notes



Map Scale 1: 796

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ORDINANCE NO. 4026

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 2116 FAIRVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to RS-120 (Single Family Residential – 12,000 Square Foot Zone).

(HBC Homes)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 1 and 2, Figgyland Overlook is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

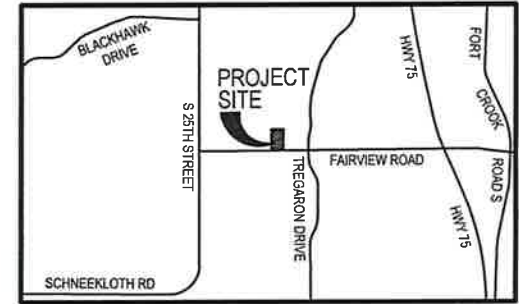
Mayor

First Reading: 02/16/2021
Second Reading: _____
Third Reading: _____

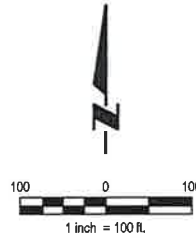
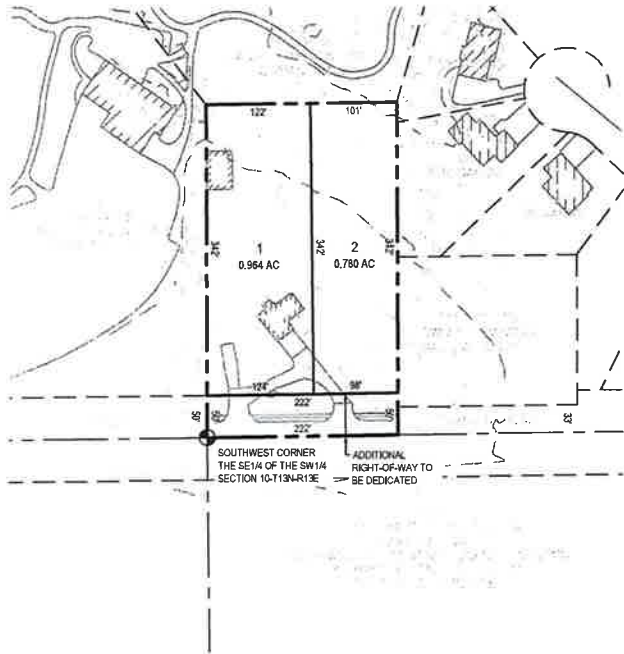
FIGGYLAND OVERLOOK

LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- SETBACK LINE
- ▨ EXIST. BUILDING
- EXIST. MAJOR CONTOURS
- EXIST. MINOR CONTOURS
- SS—SS— SANITARY SEWER LINE
- ST—ST— STORM SEWER LINE

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	35'

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 87,112 SQUARE FEET OR 2,000 ACRES, MORE OR LESS. SAID TRACT OF LAND CONTAINS FAIRVIEW ROAD RIGHT-OF-WAY WHICH CONTAINS 7,334 SQUARE FEET OR 0,168 ACRES, MORE OR LESS.

DEVELOPER/OWNER

DENNIS P. FIGGINS
2116 FAIRVIEW ROAD
BELLEVUE, NE 68123

ZONING:

EXISTING:	AG	
PROPOSED:	RS-120, LOTS 1 & 2	1,644 AC
	PROPOSED RIGHT-OF-WAY	0,257 AC
	TOTAL	2,000 AC

NOTES:

- DRIVEWAYS OF LOTS 1 & 2 SHALL HAVE SEPARATE ACCESS TO FAIRVIEW ROAD.

RECEIVED
DEC 23 2020
PLANNING DEPT.

Proj No:	P2019.029.003
Date:	12/23/2020
Designed By:	JRS
Drawn By:	EHN
Scale:	1" = 100'
Sheet:	1 of 1

Revisions

Date	Description

PRELIMINARY PLAT

FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

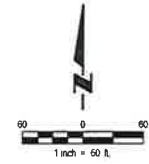
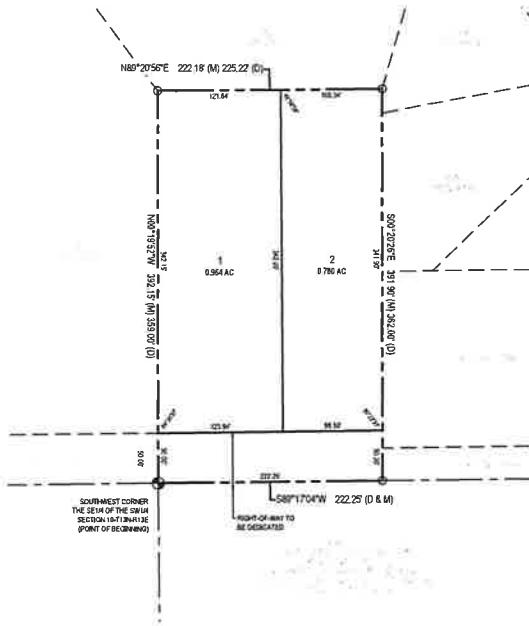
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
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www.eacg.com

FIGGYLAND OVERLOOK

LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE 1/4 OF THE SW 1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

RECEIVED
JAN 15 2021
PLANNING DEPT.



- LEGEND**
- 5/8\"/>

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)

FRONT YARD	3'
SIDE YARD	10'
STREET SIDE YARD	3'
REAR YARD	3'

NOTES:
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, DENNIS P. FIGGINS, A SINGLE PERSON, OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN. SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS FIGGYLAND OVERLOOK LOTS TO BE NUMBERED AS SHOWN, AND WE DO HEREBY RATIFY AND APPROVE OF THE DEDICATION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), FOR COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ACQUISITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS BUT THE SAME MAY BE USED FOR GRADINGS, SIGNAGE, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

DENNIS P. FIGGINS, A SINGLE PERSON

DENNIS P. FIGGINS, A SINGLE PERSON DATE _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)
ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DENNIS P. FIGGINS, A SINGLE PERSON WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.
WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.
COUNTY TREASURER DATE _____

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN FIGGYLAND OVERLOOK (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE 1/4 OF THE SW 1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SW 1/4, SECTION 10, SAID POINT ALSO BEING SAID TAX LOT 11; THENCE N89°20'56\"/>

SAID TRACT OF LAND CONTAINS 87,112 SQUARE FEET OR 2.000 ACRES, MORE OR LESS.

JOHN W. VOW DOLLEN, LS-579 DATE _____

BELLEVUE CITY COUNCIL APPROVAL

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS _____ DAY OF _____ APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID NINETY (90) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL, IF THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-10 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

MAYOR _____

ATTEST _____

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.
CHAIRMAN OF CITY PLANNING COMMISSION DATE _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF FIGGYLAND OVERLOOK WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE
THIS _____ DAY OF _____, 20__

COUNTY SURVEYOR / ENGINEER _____

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10800 Midway Road, Suite 100 • Omaha, NE 68154
Phone: 402.495.4100 • Fax: 402.935.2598
www.eaag.com



FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

FINAL PLAT

File No.	17713 (12) 2021
Date	1/15/2021
Designed By	DES
Drawn By	DES
Check By	DES
Scale	1" = 60'
Sheet	1 of 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
2/16/2021

COUNCIL MEETING DATE: 02/16/2021		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to amend Section 5.28, of the City of Bellevue Zoning Ordinance regarding permitted uses in the MH (Heavy Manufacturing) zoning district to allow for concrete recycling.

SYNOPSIS/BACKGROUND:

Douglas Earnest, on behalf of Central Recycling, LLC, is requesting an amendment to Section 5.28 of the Zoning Ordinance to allow for concrete recycling operations utilizing mobile equipment as a permitted use in the Heavy Manufacturing zoning district. The applicant states he would utilize mobile equipment designed to crush used concrete into 1 1/2 inch, 2 inch, and 3 inch rock that will be re-purposed for fill under new concrete for private, city and county streets, driveways, parking lots and sidewalks. The Zoning Ordinance currently addresses batch plants but not concrete recycling.

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: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Robinson
Tammi Palm
Tammi Palm

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Douglas Earnest/Central Recycling

CITY COUNCIL HEARING DATE: March 2, 2021

REQUEST: to amend Section 5.28, City of Bellevue Zoning Ordinance, regarding permitted uses in the MH (Heavy Manufacturing) zoning district to allow for concrete recycling.

On January 28, 2021 the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of a text amendment including proposed correction of verbiage.

VOTE:

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

Planning Commission Hearing (s) was held on: January 28, 2021



City of Bellevue
Planning Department
1510 Wall Street ▪ Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: City Council
Mayor Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: February 8, 2021

RE: Amendment to Section 5.28 regarding permitted uses and conditional uses

Douglas Earnest, for Central Recycling, LLC, is requesting an amendment to Section 5.28 of the Zoning Ordinance to allow for concrete recycling operations utilizing mobile equipment as a permitted use in the Heavy Manufacturing zoning district. The Zoning Ordinance currently addresses batch plants but not concrete recycling.

The applicant states the purpose of the request is “To allow concrete recycling operations utilizing mobile equipment designed to crush used concrete into 1½ inch, 2 inch, and 3 inch rock that will be re-purposed for required fill specifications under new concrete for private, city and county streets, driveways, parking lots and sidewalks.”

The Planning Department researched surrounding cities and jurisdictions, and found this type of use is listed in two (2) zoning districts in Sarpy County:

1. Section 22 - IL (Light Industrial District) as a Principal Permitted Use and must meet performance standards:
 - a. 22.1.13 Fixed plants for processing stone, gravel, or clay
2. Section 23 – IGM (General Manufacturing District) as a Permitted Special Use:
 - a. 23.1.16 Construction and demolition waste disposal sites
 - i. Demolition waste is defined as: waste building materials concrete, asphalt, wood, metals and rubble which result from the construction or demolition of structures. Such waste shall also include trees.
 - b. 23.1.5.1 Stone, rock, gravel, and sand stationary plants

Staff is recommending two different categories for concrete recycling based on the current language for

two different categories of batch plants: temporary facilities as a permitted use, and permanent facilities as a conditional use. Staff believes this will keep consistency with the current language. Additionally, staff is proposing “temporary” be defined as no longer than 36 months. The current language allows for temporary batch plants not to exceed 24 months. Staff recommends adjusting this language as well to reflect a 36-month timeframe. This is based on the fact most large construction projects could likely take longer than two years.

As such, staff is recommending the following amendments to Sections 5.28:

Section 5.28 MH Heavy Manufacturing District

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

5.28.02 Permitted Uses:

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

21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindered products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the City

of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.

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

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

Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.

- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. *(Ord. No. 3888, Dec. 11, 2017)*
36. Stone and monument works.
 37. Temporary recycling plant for concrete, asphalt, or paving material not to exceed 36 months of operation.
 38. Temporary batch plants, not to exceed 24 36 months of operation.
 39. Truck wash.
 40. Trucking terminals containing in excess of 4 loading or transfer bays.
 41. Veterinary Services, including livestock.
 42. Warehouses and storage of non-hazardous goods, provided storage is inside building.
 43. Yards for the sale, transfer and temporary holding of livestock.
(Ord. No. 3840, February 8, 2016)

5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Meat packing, slaughtering, eviscerating and skinning.
4. Permanent batch plants for concrete, asphalt, or paving material.
5. Permanent recycling plant for concrete, asphalt or paving material.
6. Poultry killing, plucking and dressing when such operations are of such size as to employ in excess of 3 persons.
7. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with the efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
8. Rendering of by-products of slaughtering and killing of animals or poultry.
9. Special and vocational educational and training facilities.
10. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
11. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

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

5.28.05 Permitted Accessory Uses:

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

5.28.06 Space Limits:

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

5.28.07 Miscellaneous Provisions:

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

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

ORDINANCE NO. 4027

AN ORDINANCE TO AMEND SECTION 5.28, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO PERMITTED AND CONDITIONAL USES IN THE MH ZONING DISTRICT; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 5.28 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.28 MH Heavy Manufacturing District

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

5.28.02 Permitted Uses:

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

- machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
 30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
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 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
 31. Printing services, when mechanical operation is not visible from a street.
 32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
 33. Radio and television stations, except transmission towers over 35 feet high.
 34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
 35. Self-service storage facilities, provided they meet the following restrictions:
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Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.

Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
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 36. Stone and monument works.
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 38. Temporary batch plants, not to exceed 36 months of operation.

39. Truck wash.
40. Trucking terminals containing in excess of 4 loading or transfer bays.
41. Veterinary Services, including livestock.
42. Warehouses and storage of non-hazardous goods, provided storage is inside building.
43. Yards for the sale, transfer and temporary holding of livestock. (*Ord. No. 3840, Feb. 8, 2016*)

5.28.03 Conditional Uses:

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2. Communication Towers meeting the requirements as set forth in Section 8.05.
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11. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

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

5.28.05 Permitted Accessory Uses:

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

5.28.06 Space Limits:

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

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.

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

Section 2. That Section 5.28 of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing is hereby repealed.

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

ADOPTEED by the Mayor and City Council this _____ day of _____, 2021.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 02/16/2021
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
2/16/2021

COUNCIL MEETING DATE: 02/16/2021		SUBMITTED BY: Doug Clark, 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 Preliminary Engineering Services Agreement (Non-Participating), 36th Street, N-370 - Sheridan (MAPA-5061(5), CN 22276)

SYNOPSIS/BACKGROUND:

On January 8, 2018 the City of Bellevue approved Resolution 2018-03 Signing of Professional Engineering Agreement - BK1763 to enter into an agreement with Olsson Associates, Inc. to provide preliminary engineering services for the Federal-aid project 36th Street, N-370 – Sheridan Rd (MAPA-5061(5), CN 22276) administered by the Nebraska Department of Transportation (NDOT). Final design was completed and the subsequent contract for construction was awarded. Once construction began, it became necessary to modify the storm sewer design south of Lookingglass Dr. near Heartland Hills Park due to unforeseen circumstances. This has necessitated the need for a new non-participating agreement with Olsson to perform preliminary engineering services to reroute the storm sewer in an amount of \$11,700 which will be 100% funded by the City.

FISCAL IMPACT: \$11,700.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Olsson INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Preliminary 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 CIP PROJECT NUMBER: ST21(5)

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

ACCOUNTING DISTRIBUTION CODE: CIPST21(5) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and the Preliminary Engineering Services Agreement - BK2102 between the City of Bellevue and Olsson not to exceed \$11,700.00 for the 36th St, N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276).

ATTACHMENTS:

1. Resolution	2. Preliminary Engineering Services Agreement	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]
[Signature]

**RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2102**

CITY OF BELLEVUE

Resolution No. _____

Whereas: City of Bellevue is developing a transportation project.

Whereas: City of Bellevue and Olsson wish to enter into a Professional Services Agreement to provide Preliminary Engineering for the transportation project.

Be It Resolved: by the City Council of City of Bellevue, Nebraska that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Preliminary Engineering services between City of Bellevue and Olsson.

City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOT Project Number: MAPA-5061(5)

NDOT Control Number: 22276

NDOT Project Description: 36th Street, N-370 – Sheridan Road, Bellevue

Adopted this _____ day of _____, 2021 at _____ Nebraska.

The City Council of 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:

City Clerk

LPA/CONSULTANT LOCALLY FUNDED
PROFESSIONAL SERVICES, CONSULTANT
PRELIMINARY ENGINEERING SERVICES

CITY OF BELLEVUE, NEBRASKA
OLSSON
PROJECT NO. MAPA-5061(5)
CONTROL NO. 22276
36TH ST, N-370 – SHERIDAN RD, BELLEVUE

THIS AGREEMENT, made and entered into by and between the City of Bellevue, Nebraska, hereinafter referred to as the "LPA" and Olsson, hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA is in the process of developing a federal-aid transportation project, and

WHEREAS, LPA intends to engage the Consultant to render professional services for the above-named project, and

WHEREAS, the above-named project is solely the responsibility of the LPA; the Nebraska Department of Transportation (NDOT) involvement in this project is for the sole purpose of acting as the representative of the FHWA for eligibility of the federal funding for future phases of work; and

WHEREAS, the LPA will fund the professional services under this agreement with LPA funds only, and has obtained funding approval from the NDOT to do so, based on the LPA meeting all federal-aid eligibility requirements for all phases of the project, and

WHEREAS, NDOT will pay the Consultant directly and bill the LPA for 100% of the agreement amount, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

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

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Olsson and any employees thereof, whose business and mailing address is 2111 South 67th Street, Suite 200, Omaha, Nebraska 68106, and

"STATE" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Agreement shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide Preliminary Engineering Services for Project No. MAPA-5061(5), C.N. 22276, in Sarpy County, Nebraska.

Upon receiving a written notice to proceed from the LPA, the Consultant shall perform all work required under this agreement as outlined in Exhibit "A", Consultant Work Order, Scope of Services, Consultant's Fee Proposal, and Schedule of Completion which is attached and hereby made a part of this agreement.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and

receive written approval from the LPA before beginning work. Any work performed by the consultant prior to approval will be done at the expense of the consultant.

SECTION 3. CONSULTANTS PERSONNEL (OPTIONAL)

The Consultant shall notify the LPA of any need to replace the project manager or significant personnel changes. Personnel who are added as replacements must be persons of comparable training and experience. Personnel added as new personnel and not replacements must be qualified to perform the intended work. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the SUSPEND, ABANDON AND TERMINATE section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The 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. The Consultant hereby 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.

The undersigned duly authorized representative of the Consultant, by signing this agreement, 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.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.

2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

The LPA, or the State on behalf of the LPA, issued the Consultant a written Notice-to-Proceed (NTP) on January 7, 2021. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A", Consultant Work Order, Scope of Services, and Consultants Fee Proposal, and shall complete all work required under this agreement promptly and in a satisfactory manner by May 30, 2021.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA or State may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

SECTION 6. FEES AND PAYMENTS

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$1,317.07, as defined in paragraph D of this section, and up to a maximum amount of \$10,382.93 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$11,700.00.

B. The fixed fee is computed upon the direct labor costs (wages) and overhead costs. The fixed fee is not allowable upon direct non-labor costs. The fixed-fee for profit is calculated by multiplying the sum of the direct labor costs and overhead costs billed by the negotiated fixed-fee-for-profit.

C. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan, except for those pay periods where the employee works more hours than normally expected. In those pay periods, the hourly rate for project billing purposes shall be the actual rate determined by dividing the actual compensation for that pay period by the actual hours reported, including paid absences, for that pay period. Hours worked includes paid absences, such as: holiday, vacation, sick leave, administrative leave, etc.

(b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items. A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures. Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above

Automobile Rental - Actual reasonable cost

Air fare - **Actual reasonable cost**, giving the LPA all discounts

Lodging - **Actual cost – excluding taxes and fees**: Not to exceed the federal lodging reimbursement guidelines, as periodically determined by the U.S. General Services Administration.

Meals - **Actual cost – including tax and gratuity**: Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration.

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or
(b) Employee is on overnight travel.

Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.
(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
(c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The Consultant will maintain and provide a copy of the direct non-labor costs.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31.

Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section. When an audit is performed by the LPA at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If a particular year's actual overhead has not yet been computed or approved by the LPA, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the LPA.

- D. The Consultant shall submit invoices to the NDOT at a minimum of monthly intervals.

The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fixed fee based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's

webpage at www.transportation.nebraska.gov/rfp.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

- E. The NDOT will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs. Upon completion acceptance of the work required under this agreement a final audit of all invoiced amounts may be completed by the LPA or its authorized representative if required by local policy. The Consultant agrees to reimburse NDOT for any overpayments discovered by the LPA or its authorized representative.
- The acceptance by the Consultant of the final payment will constitute and operate as a release to NDOT for all claims and liability to the 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.
- F. The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

SECTION 7. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are

caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPEND, ABANDON AND TERMINATE

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 9. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or the State to the Consultant is "Confidential Information" contained within "Privileged Documents" protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or the State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

The Consultant agrees to obtain the written approval of the LPA, with the concurrence of the State prior to the dissemination of any privileged or confidential information or

documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur to LPA or the State as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA, or when applicable, the State for any liability that may ensue on the part of the LPA or the State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 11. CONFLICT OF INTEREST

The Consultant shall review the conflict of interests provisions of 23 C.F.R. 1.33 and any other applicable provisions and agrees to fully comply with all the conflict of interest provisions in order to insure that the project remains fully eligible for state or federal funding. By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project. For further federal interpretation of these provisions, see “PE/CE Consultant Conflict of Interest Frequently Asked Questions” located on the State’s Local Federal Aid Projects’ Frequently Asked Questions webpage:

<http://www.transportation.nebraska.gov/gov-aff/faq.html>

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the LPA for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the LPA or a duly authorized representative, whose decision in the matter will be final and conclusive on the Parties to this agreement, using the process set out in section 4.4.3.5 of the Nebraska LPA Manual for Federal Aid Projects.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents, employees, Subconsultants, or anyone working on Consultant's behalf, in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the Subconsultant.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the LPA.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement.

Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. TITLE VI. NONDISCRIMINATION

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this

agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the LPA and United States enter into such litigation to protect the interests of the LPA and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the 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 agreement 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.

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

SECTION 26. ALL ENCOMPASSED

This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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

EXECUTED by the Consultant this _____ day of _____, 2021.

OLSSON
Michael Piernicky, P.E.

Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

EXECUTED by the City of Bellevue, Nebraska this _____ day of _____, 2021.

CITY OF BELLEVUE, NEBRASKA
Rusty Hike

Mayor

Subscribed and sworn to before me this _____ day of _____, 2021.

Clerk

EXECUTED by the State this _____ day of _____, 2021.

NEBRASKA DEPARTMENT OF
TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

CN 22276 - MAPA-5061(5)

36th Street Widening - Preliminary Engineering – Consultant Work Order #4

Out of Scope Work Description

This work is associated with the proposed re-routing of the storm sewer system located south of Lookingglass Drive, west of 36th Street. The existing system downstream of the original planned connection point was determined to be located under a residential structure, on private property, and likely to be undersized for the proposed flows. The City of Bellevue desires to re-route onto the City owned property. The additional efforts involve design of the re-routed storm sewer and environmental services to complete the NEPA re-evaluation documentation. These tasks are detailed below.

E.1 – Project Management

Effort necessary to coordinate amongst the City, NDOT, FHWA, and the design team. Also included efforts to prepare and process invoices, progress reports, and project correspondence. It is assumed the efforts below will occur over 5 months. It is estimated 3 hrs per month will be required.

G.9 – Additional Storm Sewer Design

The proposed storm sewer re-route will require modification of the existing storm sewer model to determine desired pipe sizes, slopes, and flowlines, as well as calculating and designing outlet velocity dissipation, if needed. A summary memo will be prepared documenting the findings for future reference. Plan revisions will be covered under the Construction Engineering contract.

Estimate 8 hrs for analysis and design, 4 hrs for summary memo, and 2 hrs for review.

M.1 – Additional Environmental Services (NEPA Re-evaluation)

The proposed storm sewer re-route will require a NEPA re-evaluation in order to add to the work to the active construction project. As such the following task will be necessary to complete the re-evaluation. It is estimated 48 hrs will be required to document and coordinate with NDOT through the process.

Section 4(f) Coordination. The Design Consultant NEPA Consultant shall prepare coordination and documentation to complete the requirements for Section 4(f) requirements. Consultant assumes project would not require an Individual Evaluation.

Review of NEPA documents and commitments. The Design Consultant NEPA Consultant shall prepare documentation for a NEPA Re-Evaluation

NEPA exhibits. The Design Consultant will provide the NDOT with exhibits as needed for the NEPA Re-Evaluation

M.6 – Additional Public Involvement

Public Outreach. It is anticipated a mailer will be prepared informing the adjacent property owners of the proposed modification to the construction plans, detailing the work that will occur for the storm sewer re-route. It is estimated 3 hrs for mailer development, 2 hrs for distribution/mailing, and 1 hr for addressing any questions from property owners.

Schedule

Anticipated NTP – Jan 18, 2021

Anticipated Completion – May 30, 2021

Preliminary and Final Design

Consultant Estimate of Hours

Project Name: 36th St, N-370 - Sheridan Rd, Bellevue
 Project Number: MAPA-5061(5)
 Control Number: 22276
 Location (City, County): Bellevue, Sarpy County
 Firm Name: Olsson
 Consultant Project Manager: Tony Egelhoff
 Phone/Email: (402) 938-2421 / tegelhoff@olsson.com
 LPA Responsible Charge: Dean Dunn
 Phone/Email: (402) 293-3144 / dean.dunn@bellevue.net
 NDOR Project Coordinator: Nicole Jabor-Taylor
 Phone/Email: (402) 479-3859/ nicole.taylor@nebraska.gov
 Date: January 4, 2021

TASKS	PERSONNEL CLASSIFICATIONS**												Total
	PR	RLS	ENV	PM	SENG	ENG	SDES	ADM	SPC	SUR	PIS		
For Engineering Services:													
E. Project Management													15
1 Project Management				15									15
F. Survey													
G. Road Design													14
9 Additional Storm Sewer Design				2			12						14
H. Design Plan Preparation and Assembly													
I. Waterline / Sanitary Sewer Relocation/Reconstruction													
J. Utilities													
K. Right-of-Way Design													
ROW Deliverables													
L. Bridge Design Services													
M. Environmental Coordination													48
1 Additional Environmental Services (NEPA Re-Eval)			40				8						48
Public Involvement													6
6h Newsletters/Informational Materials											6		6
N. PS&E Submittal													
O. Project Meetings													
P. Preliminary Roadway Design Deliverables													
Q. FUNCTIONAL PLANS (60%)													
R. Final Roadway Design (90%)													
S. Deliverables for Final Plans (PS&E) Phase													
T. PS&E Bluelines													
U. Geotechnical Evaluation													
Total Hours			40	17			20				6		83
Total Days (8 hrs)			5.0	2.1			2.5				0.8		10.4

CLASSIFICATIONS*:

PR = Principal	PM = Project Manager	SPC = Survey Party Chief
RLS = Registered Land Surveyor	ENG = Engineer	SUR = Surveyor I
ENV = Environmental Scientist	SDES = Senior Designer/Technician	PIS = Public Inv. Specialist
ADM = Administrative	SENG = Senior Engineer	

* For Project Manager, use one of the technical classifications

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and

Preliminary and Final Design

Direct Expenses

Project Name: 36th St, N-370 - Sheridan Rd, Bellevue
Project Number: MAPA-5061(5)
Control Number: 22276
Location (City, County): Bellevue, Sarpy County
Firm Name: Olsson
Consultant Project Manager: Tony Egelhoff
Phone/Email: (402) 938-2421 / tegelhoff@olsson.com
County Project Liaison: Dean Dunn
Phone/Email: (402) 293-3144 / dean.dunn@bellevue.net
NDOR RC: Nicole Jabor-Taylor
Phone/Email: (402) 479-3859/ nicole.taylor@nebraska.gov
Date: 1/4/2021

Subconsultants:	Quantity	Unit Cost	Amount
Nebraska Title Company			
Update & Complete Title Research (55 Tracts)		\$150.00	
Sewer Inspection (Contractor TBD)			
CCTV (horizontal locate)		\$3.00	
Jet and Clean (if necessary)		\$250.00	
HydroExcavate (vertical locate)		\$375.00	
Subtotal			

Printing and Reproduction:	Quantity	Unit Cost	Amount
11"x17" Plan plotting (assume 600 sheet plan set x 10 times)		\$0.20	
22"x34" Plan plotting (assume 600 sheet plan set x 2 times)		\$1.25	
Presentation Board plotting (assume 10 boards 24"x36")		\$35.00	
8.5"x11" Black&White printing (assume 2000 prints)		\$0.20	
8.5"x11" Color printing (assume 1000 prints)		\$0.50	
11"x17" Color printing (assume 500 prints)		\$1.00	
Subtotal			

Mileage/Travel:	Quantity	Unit Cost	Amount
Personal Vehicle Mileage (assume 30mi/trip to site/Bellevue PW)		\$0.535	
Personal Vehicle Mileage (assume 120mi/trip to NDOT)		\$0.535	
Survey Vehicle Mileage (assume 30mi/trip)		\$0.750	
Subtotal			

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Misc. Survey costs		\$1,200.00	
Geotechnical Costs			
Field Exploration - Drilling		\$4,700.00	
Laboratory Testing		\$1,800.00	
Postage, Deliveries, and other miscellaneous expenses	1	\$68.00	\$68.00
Subtotal			\$68.00
TOTAL DIRECT EXPENSES			\$68.00

Per Diem Rates: <http://www.gsa.gov/portal/category/104711>
 Mileage Rates: <http://www.gsa.gov/portal/category/104715>

2011 Standard Rates*	
Type	Rate
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
	Statewide Omaha/Douglas County
Breakfast	
Lunch	
Dinner	
Incidentals	
Totals	_____

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

Preliminary and Final Design

Project Cost

Project Name: 36th St, N-370 - Sheridan Rd, Bellevue
Project Number: MAPA-5061(5)
Control Number: 22276
Location (City, County): Bellevue, Sarpy County
Firm Name: Olsson
Consultant Project Manager: Tony Egelhoff
Phone/Email: (402) 938-2421 / tegelhoff@olsson.com
LPA Responsible Charge: Dean Dunn
Phone/Email: (402) 293-3144 / dean.dunn@bellevue.net
NDOR Project Coordinator: Nicole Jaber-Taylor
Phone/Email: (402) 479-3859/ nicole.taylor@nebraska.gov
Date: January 4, 2021

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal		\$80.77	
Registered Land Suveyor		\$50.50	
Environmental Scientist	40	\$46.72	\$1,868.80
Project Manager	17	\$62.02	\$1,054.34
Senior Engineer		\$70.25	
Engineer		\$42.20	
Senior Designer/Technician	20	\$30.61	\$612.20
Administrative		\$26.25	
Survey Party Chief		\$28.75	
Surveyor I		\$21.55	
Public Inv. Specialist	6	\$30.94	\$185.64
TOTALS	83		\$3,720.98

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/ Meals	
Other Miscellaneous Costs	\$68.00
TOTALS	\$68.00

Total Project Costs:	Amount
Direct Labor Costs	\$3,720.98
Overhead @ 176.53%	\$6,568.65
Total Labor Costs	\$10,289.63
Fixed Fee @ 12.80%	\$1,317.07
Facility Capital Cost of Money (FCCM) @ 0.68% (direct labor cost x FCCM%)	\$25.30
Direct Expenses	\$68.00
PROJECT COST	\$11,700.00

Consultant Independent Cost Estimate
Project Cost

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

**16a.
2/16/2021**

COUNCIL MEETING DATE: 02/16/2021		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:

Amendment extending the 2019 CDBG Subrecipient Agreement with the Bellevue Junior Sports Association for the Participation Assistance Program in an amount not to exceed \$2,570.00.

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with Bellevue Junior Sports Association (BJSA) on February 5, 2020, as outlined in the 2019 Action Plan with the Time of Performance expiring one-year from the date of execution. Grant funds are still available for the project in the amount of \$2,570.00, and BJSA has requested an extension of the agreement to retain use of the funds for a participation program. The subrecipient agreement allows for a one-year extension upon request by the subrecipient. Staff recommends approval of an extension for the use of funds and will assist the BJSA to complete the program in accordance with HUD regulations.

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?: Not required

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="BJSA"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="Amendment to the 2019 CDBG Subrecipient Agreement"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="02/16/2021"/>	CONTRACT TERM: <input type="text" value="1 year"/>	CONTRACT END DATE: <input type="text" value="02/15/2022"/>
PROJECT NAME: <input type="text" value="BJSA Participation Assistance Program"/>		
START DATE: <input type="text" value="02/16/2021"/>	END DATE: <input type="text" value="02/15/2022"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text" value="YES"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="CDBG-192005"/>	ACCOUNT NUMBER: <input type="text" value="60/1903/192005/450"/>	

RECOMMENDATION:

Approve and authorize Mayor to sign the amendment extending the CDBG subrecipient agreement with the Bellevue Junior Sports Association.

ATTACHMENTS:

- | | | |
|--|--|-------------------------|
| 1. <input type="text" value="Extension Request - BJSA"/> | 2. <input type="text" value="2019 CDBG Subrecipient Agreement Amendment"/> | 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: _____

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE JUNIOR SPORTS ASSOCIATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-19-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this ____ day of ____, 2021, by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE engaged the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-19-MC-31-0003 HUD contract in the amount of \$8,000.00 for a sports participation assistance program; and

WHEREAS, the parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the parties therefor intend that the terms of the Agreement shall be so modified.

NOW, THEREFORE, it is agreed between the parties hereto that:

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the parties agree as follow:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through February 15, 2022.
2. Timeliness. Funding allocated as part of this agreement must be expended by February 15, 2022. Any remaining balance following the expiration of this agreement shall be eligible for reallocation by the GRANTEE.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement as of the date first written above.

Rusty Hike, Mayor
City of Bellevue, Nebraska

Phyllis Thrower, President
Bellevue Junior Sports Association

Rich Severson, Finance Director
City of Bellevue, Nebraska

Matt Goetz, Program Director
Bellevue Junior Sports Association

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:

NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
2/16/2021

COUNCIL MEETING DATE: 02/16/2021		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:

Amendment extending the 2019 CDBG Subrecipient Agreement with the Housing Foundation for Sarpy County for the Capacity Building project in an amount not to exceed \$10,000.00.

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with the Housing Foundation for Sarpy County on February 5, 2020, as outlined in the 2019 Action Plan with the Time of Performance expiring one-year from the date of execution. Grant funds are still available for the project in the amount of \$10,000.00, and the Housing Foundation has requested an extension of the agreement to retain use of the funds for a capacity building project. The subrecipient agreement allows for a one-year extension upon request by the subrecipient. Staff recommends approval of an extension for the use of funds and will assist the Housing Foundation to complete the project in accordance with HUD regulations.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="Housing Foundation for Sarpy County"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="Amendment to the 2019 CDBG Subrecipient Agreement"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="02/16/2021"/>	CONTRACT TERM: <input type="text" value="1 year"/>	CONTRACT END DATE: <input type="text" value="02/15/2022"/>
PROJECT NAME: <input type="text" value="Housing Foundation Capacity Building and Development"/>		
START DATE: <input type="text" value="02/16/2021"/>	END DATE: <input type="text" value="02/15/2022"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text" value="YES"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="CDBG-192004"/>	ACCOUNT NUMBER: <input type="text" value="60/1903/192004/450"/>	

RECOMMENDATION:

Approve and authorize Mayor to sign the amendment extending the CDBG subrecipient agreement with the Housing Foundation for Sarpy County.

ATTACHMENTS:

- | | | |
|--|--|-------------------------|
| 1. <input type="text" value="Extension Request - Housing Foundation"/> | 2. <input type="text" value="2019 CDBG Subrecipient Agreement Amendment"/> | 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: _____





**Housing
Foundation for
Sarpy County**

8214 Armstrong Circle
Bellevue, NE 68147
(402) 734-5448
sarpyhousing.org

February 3, 2021

Abby Highland
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Ms. Highland,

I respectfully request an extension of expenditure deadline for our 2019 CDBG grant award. While we have obligated the funds an extension to 12/31/21 would allow us to complete the contracted work.

We entered into an agreement with a consultant for Capacity Building services on 2/25/2019. At that time, we anticipated a 120-day timeframe to complete the scope of work under contract. Shortly after this date the scope of work and priorities for our office shifted due to COVID-19 response with assistance to our residents and to the Sarpy County community through a rent and mortgage assistance program.

We are past the height of our rent and mortgage assistance program. As such, we now have the time to devote to this project to make it successful. I have talked with our consultant today and it is agreed that the process can be revisited and completed by the end of 6/30/21. I am asking for an extension to 12/31 in order to cover any additional unexpected situations.

Our partnership with the City's CDBG program is integral to our successes and I appreciate your consideration of our request.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Carolyn Pospisil
Executive Director

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION OF SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-19-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this ____ day of ____, 2021, by and between the subrecipient HOUSING FOUNDATION FOR SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE engaged the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-19-MC-31-0003 HUD contract in the amount of \$10,000.00 for a capacity development for housing ventures; and

WHEREAS, the parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the parties therefor intend that the terms of the Agreement shall be so modified.

NOW, THEREFORE, it is agreed between the parties hereto that:

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the parties agree as follow:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through February 15, 2022.
2. Timeliness. Funding allocated as part of this agreement must be expended by February 15, 2022. Any remaining balance following the expiration of this agreement shall be eligible for reallocation by the GRANTEE.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement as of the date first written above.

Rusty Hike, Mayor
City of Bellevue, Nebraska

Adam Thompson, Chairman of the Board
Housing Foundation of Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

Carolyn Pospisil, Executive Director
Housing Foundation of Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____ My Commission Expires: _____

(Affix Notarial Seal)

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Adam Thompson, Chairman of the Board, Housing Foundation for Sarpy County, on behalf of the organization.

My Commission Expires:

NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
2/16/2021

COUNCIL MEETING DATE: 02/16/2021		SUBMITTED BY: Chief Perry Guido	
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:

Station alerting

SYNOPSIS/BACKGROUND:

Station alerting was a joint venture with Papillion and Bellevue sharing Omaha fire's backbone equipment that is currently in use, to automate the dispatch of fire and medic units. This project started in the summer of 2019 and was set to start operations in early 2020. Due to Covid-19 everything virtually stopped or was delayed. Although there wasn't any money budgeted for this project for this year, we still have money remaining in our CIP due to savings derived from buying a demo Aerial, which saved us approximately \$313,000. I'm seeking permission to reallocate \$36,328.65 of that remaining fund money to finish the station alerting project.

FISCAL IMPACT: \$36,328.65 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT TERM: _____ CONTRACT END DATE: _____

PROJECT NAME: _____

START DATE: _____ END DATE: _____ PAYMENT DATE: _____ INSURANCE REQUIRED: NO

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Approve payment:
\$17,392.15 Final payment
\$14,177.17 2021 service agreement
 \$934.33 Brackets and install at district 3 to move LCD screens.
 \$3825.00 Added hardware to separate Fire, Battalion Chief, EMS supervisor and Medic calls in sleeping quarters

ATTACHMENTS:

- | | | |
|----------------------|-------------------|----------|
| 1. Final payment | 2. Brackets | 3. _____ |
| 4. Service agreement | 5. Added hardware | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures]

RACOM CORPORATION

201 WEST STATE ST
MARSHALLTOWN IA 50158

Phone: 641) 752-5820 Ext. 0000

INVOICE

Invoice	20INV1760A
Date	12/17/2020
Customer Number	3555
Page	1
Terms	Net 30

Bill To:

BELLEVUE FIRE DEPARTMENT
211 W 22ND AVE
BELLEVUE NE 68005

Ship To:

BELLEVUE FIRE DEPARTMENT
211 W 22ND AVE
BELLEVUE NE 68005

(402) 293-3153 Ext. 0000

Purchase Order No.	Salesperson ID	Work Order Reference	Due Date	Sales Order	Master No.	
P2019-15565			1/16/2021		299,642	wertzbergerm
Quantity	Item Number	Description	Unit Price	Discount	Ext. Price	
1	USDD FIRE ALERTING	FOR (4) STATIONS AND PRIMARY FINAL AMOUNT DUE ON THIS	\$17,392.15	\$0.00	\$17,392.15	

Subtotal	\$17,392.15
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Discount	\$0.00
Total	\$17,392.15

Deposit On Invoice

\$0.00

convenience fee of 3% may be added to payments made by credit card

RACOM CORPORATION

201 WEST STATE ST
MARSHALLTOWN IA 50158

Phone: 641) 752-5820 Ext. 0000

INVOICE

Invoice	20INV1761
Date	12/17/2020
Customer Number	3555
Page	1
Terms	Net 30

Bill To:

BELLEVUE FIRE DEPARTMENT
211 W 22ND AVE
BELLEVUE NE 68005

Ship To:

BELLEVUE FIRE DEPARTMENT
211 W 22ND AVE
BELLEVUE NE 68005

(402) 293-3153 Ext. 0000

Purchase Order No.	Salesperson ID	Work Order Reference	Due Date	Sales Order	Master No.	
92019-19117	SORUM		1/16/2021	18ORD1392B	285,030	wertzbergerm
Quantity	Item Number	Description	Unit Price	Discount	Ext. Price	
1	US DIGITAL BELLEVUE CHG	US DIGITAL ADDITIONAL ITEMS AND SERVICES	\$821.00	\$0.00	\$821.00	

Subtotal	\$821.00
Misc	\$0.00
Tax	\$0.00
Freight	\$113.33
Discount	\$0.00
Total	\$934.33

Deposit On Invoice

\$0.00

convenience fee of 3% may be added to payments made by credit card

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
2/16/2021

COUNCIL MEETING DATE: 02/16/2021		SUBMITTED BY: Doug Clark, Public Works Director		Epiphany Ramos, Wastewater Superintendent	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LICOR 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:

Whitted Creek Sanitary Basin Modeling

SYNOPSIS/BACKGROUND:

The approved FY 20-21 Wastewater budget included sewer system modeling. RJN Group, Inc. has been selected by the City of Bellevue to perform Geographic Information System (GIS) analysis and update for the Whitted Creek sanitary sewer basin network.

FISCAL IMPACT: \$34,750.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	RJN Group, Inc.	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Whitted Creek Sanitary Basin Modeling Project				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	Whitted Creek Sanitary Basin Modeling Project				
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED:	NO
CIP PROJECT NAME:	Sewer System Modeling	CIP PROJECT NUMBER:	WW21(2)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:	CIPWW21(2)	ACCOUNT NUMBER:	7000		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and RJN Group, Inc. in an amount not to exceed \$34,750.00 for the Whitted Creek Sanitary Basin Modeling Project.

ATTACHMENTS:

1. Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



AGREEMENT
BETWEEN
CITY OF BELLEVUE, NEBRASKA
AND
RJN GROUP, INC.

THIS AGREEMENT dated _____ by and between the City of Bellevue, Nebraska, hereinafter called OWNER and RJN GROUP, INC., with an office in Omaha, Nebraska, hereinafter called ENGINEER.

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for a project generally described as GIS Gap Analysis & Update—Whitted Creek Sanitary Basin.

WHEREAS, the ENGINEER desires to perform such services to the OWNER in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the "Proposal for GIS Gap Analysis & Update—Whitted Creek Sanitary Basin", Attachment A, pages 3-4 "Scope of Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule.

The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence. Attachment A, page 7 "Schedule of Services" is hereby incorporated by reference and made part of this AGREEMENT.

Section IV - Payment for Services

Payment to ENGINEER shall be made as follows:

A. Payment for Services

The OWNER recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the OWNER a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed the forestated amounts without prior authorization by the OWNER.

OWNER shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1½ % per month from the date of invoice. Additionally, ENGINEER may, upon five (5) calendar days' notice to OWNER, suspend all Services until paid in full and may terminate the AGREEMENT.

If the OWNER objects to all or any portion of an invoice, the OWNER shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

OWNER has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing. Until said appeal is resolved, or clarification is issued, no interest will accrue. The OWNER shall exercise reasonableness in contesting any invoice or portion thereof.

Section V - Services to be Provided by the OWNER

A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work.

B. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimize the consequences of a defect.

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the OWNER shall pay the ENGINEER a maximum not to exceed cost of \$34,750.00. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of these services, and as further described in Attachment A.

All prices will remain firm for the initial term of the Agreement period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least 60 days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

E. Changes of Scope

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the OWNER agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

F. Limitation of Engineer's Liability

OWNER hereby agrees that to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising from or in any way related to the project or this AGREEMENT from any cause or causes including but not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the total amount of insurance coverage for such liability as listed under Section VII, part D of this agreement.

Section VI - Construction Cost and Opinions of Cost

The ENGINEER shall submit to the OWNER an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost, and, in recognition of that fact, the OWNER waives any claim against the ENGINEER relative to the accuracy of the ENGINEER's opinion of probable construction cost. If prior to the Bidding or Negotiation Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the OWNER and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the ENGINEER as instruments of service shall remain the property of the OWNER. The ENGINEER shall retain these records for a period of five (5) years following submission of his or her report, during which period they will be made available to the OWNER at all reasonable times.

If the OWNER wishes the ENGINEER to retain documents for a longer period of time, the OWNER shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

D. Insurance

The ENGINEER shall procure and maintain insurance for the entire project period and a minimum period of three years thereafter, according to the following:

1. Workmen's Compensation Insurance in the statutory amount, including Employer's Liability Insurance for its employees.
2. Comprehensive General Liability Insurance, covering bodily injury and property damage with a combined single limit of \$1,000,000 per accident; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned, and hired automobiles or vehicles, covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident; property damage with limits of \$100,000 per accident.

3. Professional Liability insurance of \$1,000,000 per occurrence and in the aggregate. ENGINEER shall be responsible for all damages to life and property due to his activities or those of his agents or employees in connection with his services, and it is expressly understood that ENGINEER shall indemnify and hold OWNER harmless from any claims, suits, action, damages, and cost to every name and description arising out of or resulting from the performance of services rendered by ENGINEER under this Agreement.
4. The premium to be expended for all of the above-mentioned policies of insurance shall be paid by ENGINEER. The policies of insurance, certificates of insurance, and the insurance company or insurance companies issuing such policies or certificates of insurance must be acceptable to OWNER.
5. All certificates of insurance must be issued indicating that such policies of certificates are applicable to work being performed under a specific contract or to all work performed by ENGINEER for OWNER.
6. Certificates of Insurance shall be completed and submitted to OWNER before issuance of Notice-to-Proceed.
7. A minimum of 30 days written notification must be given of any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Agreement. Such required notification must be sent via Registered or Certified Mail to the address indicated below:

Ms. Epiphany Ramos, Wastewater Operations Manager, City of Bellevue, 8902 Cedar Island Road, Bellevue, Nebraska, 60147.
8. The OWNER shall be named as an additional insured on the General Liability and Business Auto Liability insurance.

E. Certification

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by contractors. In performance of this work, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable standards of practice, the OWNER understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since

a certification that certain conditions exist comprises an assurance of such conditions' existence, the OWNER agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the OWNER shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The OWNER also agrees that the OWNER shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

F. Buried Utilities and Subsurface Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

The OWNER will approve the location of these penetrations prior to their being made and the OWNER will authorize the ENGINEER to proceed. The OWNER agrees to waive any claim against the ENGINEER and to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's damaging underground utilities or other man-made objects that were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.

The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce

them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected in light of his or her own risk preferences and other considerations.

G. Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by the ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project and ENGINEER shall retain an interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising from or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

H. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party and 10 days to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the OWNER shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination, as well as those associated with termination and post-termination activities. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed.

The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of a notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the

OWNER (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

I. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Nebraska, Sarpy County.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties.

J. Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

K. Dispute Resolution

All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by OWNER and ENGINEER.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this _____
_____ day of _____, 20_____.

For the OWNER:

Name

Printed

Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Michael N. Young

Name

Michael N. Young

Printed

Senior Vice President

Title



ATTACHMENT A

January 6, 2021

Ms. Epiphany Ramos
Wastewater Operations Manager
City of Bellevue
8902 Cedar Island Road
Bellevue, Nebraska 60147

Subject: Proposal for GIS Gap Analysis & Update – Whitted Creek Sanitary Basin

Dear Ms. Ramos:

RJN Group, Inc. is pleased to submit this proposal to the City of Bellevue for evaluating the City's Geographic Information System (GIS) inventory and geodatabase population for the City's Whitted Creek sanitary sewer basin network.

Key Project Goals and Objectives

The City's Whitted Creek sewer basin includes over 42 miles of sewers in an area of approximately 4.2 square miles. It is generally bounded by the Papillion Creek on the east, Platteview Road on the south, 36th Street on the west, and Capehart Road on the north as seen in Exhibit D. The basin discharges into the City of Omaha's Papillion Creek interceptor near Fairview Road where it is conveyed to Omaha's Papillion Creek Wastewater Treatment Plant (WWTP) near the Missouri River south of the City.

Sarpy County manages the GIS system for the City. The sewer layers are built using the ESRI Local Government Data Model. The City has their collection system mapped in GIS; however, much of the data in the system is legacy data that was converted from past AutoCAD and paper maps. The City uses GIS for incorporation into their asset management, work order management, and hydraulic models, so it is critically important for the spatial and attribute information to be accurate.

RJN will obtain the updated GIS from the County, review the City's existing GIS in detail, denoting discrepancies in the data, areas of potential missing data, and locations that require further analysis. As a part of the review, connectivity, pipe direction, pipe diameter, pipe material, rehabilitation records, manhole information, and elevations will be reviewed and updated, as necessary.

Following the initial review, RJN will consult with the City to determine what as-built drawings or other historical information may be available to help fill in the data gaps or clear up discrepancies. If drawings or other information is available, RJN will get these resources from the City, review, and update the GIS as appropriate. We have allocated 80 hours of a GIS Analyst's time for this phase of the study.

Also included in this proposal is three days of on-call services with a qualified field crew for on-site field verification and data collection to begin the process of filling the gaps identified in the data.

When this process is complete, RJN will coordinate with the County to provide the updated GIS database and coordination with Sarpy County for integration into the Countywide GIS and assist with the incorporation. RJN will provide a written summary of the work completed, system, and recommendations for the acquisition of any other missing data from the study.

Communication and Assuring Quality

Our primary responsibility is to understand the goals of the City and to tailor our efforts to meet these goals. For a project like this, goals are typically focused on getting the best possible dataset into GIS in the most efficient way possible. To accomplish these goals, strong communication will be needed between City staff, County GIS staff, and RJN. That is why, following an initial data gathering and review effort, we will meet in-person, as possible, to ensure that all resources are known, workflows are developed, and a firm plan is in place.

Price and Schedule Summary

This project will be invoiced on a Time and Materials Basis for a total not-to-exceed fee of \$34,750. The project is expected to be completed within five months. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Basin Map

We are looking forward to the opportunity to work with the City of Bellevue on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Zach at 630.818.6689 if you would like to discuss this proposal or have any questions.

Sincerely,



Noelle Gaspard, PE, GISP, CFM
Senior Project Manager



Zachary Matyja, PE
Regional Client Manager



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services to conduct the GIS gap analysis & update of the Whitted Creek sanitary basin for City of Bellevue.

1. Kickoff Virtual Meeting

- a. Meet virtually with City's Wastewater Department and the Sarpy County GIS Coalition to discuss the overall goals and expectations of the project, GIS database availability, and additional resources available for review.

2. Initial GIS Review

- a. Review GIS geodatabases provided by the City/Coalition.
- b. Review pipe connectivity and look for gaps in the Whitted Creek sanitary basin sewer network.

3. GIS Evaluation

- a. Evaluate the sewer databases for discrepancies in the data, areas of potential missing data, and locations that require further analysis.
- b. Review and research the following pipe attribute data:
 - i. Pipe flow direction
 - ii. Pipe diameter
 - iii. Pipe material
 - iv. Pipe invert elevations
 - v. Pipe rehabilitation records (point repairs, CIPP lining, etc.).
- c. Review and research the following manhole attribute data:
 - i. Manhole material
 - ii. Manhole location/address
 - iii. Manhole depth
 - iv. Rim elevation
 - v. Manhole rehabilitation records.

4. Midpoint Review

- a. Meet in-person, if able, to discuss initial results and gaps in the data.
- b. Obtain as-built drawings and other historical information from the City to help identify missing information.

5. Data Gap Updates

- a. Work with collected secondary information to fill in data gaps in the City's GIS.

6. On-Site Data Collection (On-Call Services)

- a. Mobilize two-person, confined space entry trained field crew to the City to collect data missing and unable to be collected during desktop review.
- b. Collect survey attribute information and incorporate the new data into the GIS.

7. Summary Deliverables

- a. Summarize the work completed and recommend next steps to collect missing data in a Summary Memorandum for the City.
- b. Provide updated GIS geodatabase to the County Coalition for incorporation and updating.
- c. Provide summary of changes made and list of new structures for the County's use in updating the GIS.

8. Project Management

- a. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.
- b. Provide monthly updates to the City.
- c. Conduct virtual meetings as necessary.

Items Requested from the City

1. Assistance in coordinating with the Sarpy County GIS Coalition in obtaining the City's sanitary geodatabases and background GIS information
2. As-built drawings, historical atlases, and other information for review to update GIS



EXHIBIT B PRICING

Pricing for the GIS Analysis & Update project is as follows:

Pricing Terms for Invoicing: Time & Materials

Not-To-Exceed Total Cost: \$34,750 (including \$8,800 for On-Call Services)

Cost Schedule

Service	Hours	Total Cost
Kickoff Meeting & Initial GIS Review	30	\$4,000
GIS Evaluation & Midpoint Review	48	\$6,200
Data Gap Updates	92	\$9,950
Summary, Data Transfer, & Project Management	42	\$5,800

On-Call Services:

A line item of \$8,800 for on-call services is included in this proposal. This task includes budget for three days of on-site field verification at \$2,500 per day and an additional \$1,300 (approximately 5% of total) or other services as requested. On-Call services can only be used upon joint approval by the City and RJN and is incorporated into the total cost for ease of contractual amendments/changes.

Hourly Rate Schedule (R.S.):

Classification		2021 Rates*
PD	Project Director	\$245
SPM	Senior Project Manager	\$195
PM	Project Manager	\$170
CM	Construction Manager	\$140
SPE	Senior Project Engineer	\$140
PE	Project Engineer	\$125
CO	Construction Observer	\$120
EI	Engineer Intern	\$110
SGIS	Senior GIS Analyst	\$110
SDA	Senior Data Analyst	\$110
GIS	GIS Analyst	\$100
FM	Field Manager	\$90
DA	Data Analyst	\$80
FT	Field Technician	\$75
AS	Administrative Support	\$75

Notes:

- The Hourly Rate Schedule is valid until May 31, 2022. Following that date, rates may be subject to an annual increase of up to 3%
- The rates for reimbursables such as travel, postage, document fees, and in-house printings/discs are applied based on the normal on-going charges

Contract Option

This contract can be amended to include additional work upon joint approval by the City and RJN.



EXHIBIT C PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement.

Task	Timeline
Kickoff Meeting	Within three weeks of an agreement
Midpoint Review	Within two months of Kickoff Meeting
Final Submittals	Within two months of Midpoint Review



EXHIBIT D BASIN MAP



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
2/16/2021

COUNCIL MEETING DATE: 02/16/2021		SUBMITTED BY: Chief Ken Clary	
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:

AED Service Agreement

SYNOPSIS/BACKGROUND:

This is a service plan renewal covering the LifePak1000 AEDs. This is a one-year plan with quarterly payments. The payment schedule is attached. The Police Department has 15 AED's for the district cars and the Supervisors. Each year these units need to be inspected and calibrated. If repairs are needed, the technician repairs them or replaces them.

FISCAL IMPACT: \$5,940.00	BUDGETED FUNDS?: YES	GRANT/MATCHING FUNDS?: NO
---------------------------	----------------------	---------------------------

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Service Agreement		
CONTRACT EFFECTIVE DATE: 01/01/2021	CONTRACT TERM: 1 year	CONTRACT END DATE: 12/31/2021
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 10-20	ACCOUNT NUMBER: 6247	

RECOMMENDATION:

Approve the renewal of the service agreement for the LifePak AEDs and authorize the Mayor to sign the service agreement.

ATTACHMENTS:

1. Service Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bryan Poller

[Signature]

[Signature]

Sales Rep Name: Scott Pufahl
 ProCare Service Rep: Jeremy Stevens

3800 E. Centre Ave
 Portage, MI 49009

Date: 1/25/2021
 ID #: 210125143449

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1335573	Name: Karen Eidenmiller
Shipping Acct Num: 1335573	Title: Business Manager
Account Name: Bellevue Police Dept	Phone: (402) 293-3172
Account Address: 1510 Wall St	Email: Karen.eidenmiller@bellevue.net
City, State Zip: Bellevue, NE 68005	

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LP1000	LifePak 1000	LP1000 PM Only Onsite	15	1	\$5,940.00

PROGRAM INCLUDES:

LP1000 PM Only Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service

****(Onsite PM or Depot Depending on Agreement)****

Unless otherwise stated on contract, payment is expected upfront.		ProCare Total	\$5,940.00
Quarterly Payments \$1,485.00	See below for complete payment schedule	FINAL TOTAL	\$5,940.00

Start Date: 1/1/2021
 End Date: 12/31/2021

 Stryker Signature Date

 Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

 Purchase Order Number

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 5,940.00
1/1/2021	\$ 1,485.00	\$ -	\$ 4,455.00	\$ 4,455.00
4/1/2021	\$ 1,485.00	\$ -	\$ 2,970.00	\$ 2,970.00
7/1/2021	\$ 1,485.00	\$ -	\$ 1,485.00	\$ 1,485.00
10/1/2021	\$ 1,485.00	\$ -	\$ -	\$ -

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	LP1000	42689364	LP1000 PM Only Onsite
2	LP1000	44978873	LP1000 PM Only Onsite
3	LP1000	45216979	LP1000 PM Only Onsite
4	LP1000	46248657	LP1000 PM Only Onsite
5	LP1000	46248658	LP1000 PM Only Onsite
6	LP1000	46248659	LP1000 PM Only Onsite
7	LP1000	48221033	LP1000 PM Only Onsite
8	LP1000	48221034	LP1000 PM Only Onsite
9	LP1000	46248660	LP1000 PM Only Onsite
10	LP1000	46248655	LP1000 PM Only Onsite
11	LP1000	46248654	LP1000 PM Only Onsite
12	LP1000	46248656	LP1000 PM Only Onsite
13	LP1000	46248653	LP1000 PM Only Onsite
14	LP1000	39832533	LP1000 PM Only Onsite
15	LP1000	40342421	LP1000 PM Only Onsite

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number 210125143449

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	1335573	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1335573	
Company Name	Bellevue Police Dept	
Contact or Department	Karen Eidenmiller	
Street Address	1510 Wall St	
Add'l Address Line		
City, ST ZIP	Bellevue, NE 68005	
Phone	(402) 293-3172	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number 210125143449

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
2/16/2021

COUNCIL MEETING DATE: 02/16/2020		SUBMITTED BY: Chief Perry Guido	
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:

New City of Bellevue phone system.

SYNOPSIS/BACKGROUND:

Parts of our current Toshiba phone system are 12 years old. When GE had to sell off part of their assets, Toshiba was sold and we were given until 2021 for parts and maintenance repairs for our system. Our original CIP budget was \$202,583 we were able to get some end of the year discounts and the communications department will be assisting in the install to help save money.

FISCAL IMPACT: \$166,949 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: REPLACE CURRENT PHONE SYS CIP PROJECT NUMBER: 2400-242101

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

ACCOUNTING DISTRIBUTION CODE: CIP IT 21(1) ACCOUNT NUMBER: 7140

RECOMMENDATION:

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Perry Roblin
[Signature]
[Signature]



**Business done well.
With the right technology.**

www.CoreTech.us

Prepared for:

City of Bellevue

Steve Wisnieski
steven.wisnieski@bellevue.net

Phone System Replacement - SOUCEWELL PRICING

Quote # 1001101
Version 4

Monday, February 08, 2021

City of Bellevue
Steve Wisnieski
1500 Wall Street
Bellevue, NE 68005
steven.wisnieski@bellevue.net

Dear Steve,

Thank you for the opportunity to meet and discuss the communications needs of your organization. We have developed a solution to address the needs and concerns that have been discussed.

The anticipated scope of the project includes:

1. Replacement of the existing Toshiba phone system.
2. Upgrade of the call recording platform.
3. Retain existing PRI circuit and service.

The information in this proposal explains our recommended approach to address the goals stated above.

The investment for the entire project is \$166,949.00.

Please review this information and let me know what questions you may have.

We look forward to working with you.

Best Regards,

Molly Boukal
Business Development Manager
CoreTech

Statement of Work

SYSTEM CONFIGURATION AND FUNCTIONALITY

The proposed system provides the following functions and features.

- The Mitel MiVoice Connect platform will be deployed as a single, centralized system.
 - All voice servers and voice switches will be placed in the main server room.
 - CoreTech is providing all of the server hardware for the new phone system.
- The phone and license types and counts are based on the information provided by the client.
- Dial tone will be provided using existing PRI circuit.
- End user functionality is determined based the voice services that are deployed and the licensing the is purchased on a per-user basis. See attached information for a breakdown of all of the features associated with each license type.
 - Courtesy Bundle – basic voice calling (generally used for courtesy, common area, or conference room phones).
 - Telephony Bundle – Courtesy features plus voicemail (your typical phone extension without PC or mobile apps or soft phone).
 - Essentials Bundle licenses – Telephony features plus Connect client for PC, PC soft phone, and mobile app (anyone who wants to use the app on their computer or mobile device).
 - Standard Bundle licenses – Essentials features plus remote phone (for external soft phone without VPN).
 - Advanced Bundle licenses – Standard features plus “operator console” type control through PC app, and workgroup functionality for call groups.
- The list below shows some of the standard features which will be deployed with the new system.
 - Standard PBX-style functionality.
 - Voicemail-to-email.
 - Desktop connect app.
 - Mobile Connect app (local and remote).
 - Softphone functionality for desktops (local and remote).
- A new Numonix call recording platform will be deployed.
 - One year of support has been included and annual fees have been noted.
- One year of Mitel "Partner" support have been included.
 - Provides access to systems firmware and software updates.
 - Support requests must be directed through the Mitel Partner.
- CoreCare | On-Prem Voice Support Agreement
 - CoreTech will provide support for your Mitel MiVoice Connect system as a fixed annual fee.
 - Designated systems admins will be able to contact CoreTech for incident support.
 - CoreTech will perform routine system updates and preventative maintenance tasks.
 - See Annual Support Services tab for additional information.
- Many additional features are available and can be considered for implementation at a future time. The items below are not included in the scope of this project.
 - Audio conferencing - conference bridge capabilities can be added at a future date.
 - Call center functionality - full call/contact center capabilities can be integrated if needed at a future time.
 - Additional call reporting and analytics - Many call reporting options are available if the native capabilities are not adequate.
 - Voicemail transcription - the ability to convert audio voicemail messages to readable text emails can be added through an integration.
 - Remote phone connectivity - a physical phone can be taken offsite and connected directly to the Internet without a VPN.
 - Additional component redundancy.

Statement of Work

IMPLEMENTATION DETAILS

The system configuration includes the following components.

- 3 Physical voice switches
- Physical server running MS Hyper-V
- Virtual servers
 - HQ Server
 - vSMR - DMZ deployment for connectivity for the mobile Connect App.
 - Edge Gateway - DMZ deployment for connectivity for remote soft phones without VPN.
 - Numonix Call Recording

PROFESSIONAL SERVICES SCOPE

The scope of this project includes the following.

- System design consultation and development including call flows, extension configurations, etc...
- Hardware configuration and installation.
- Virtual server configuration.
- Basic admin orientation training (4 hour allowance).
- Basic end-user orientation, train-the-trainer (4 hour allowance).
- Provide end user instruction documents for mobile app installation.
- Assist "operator" users with Connect app installation and configuration.
- Deployment of phones to desks in cooperation with client staff.
- Professional project management.
- Documentation of system configuration for on-going support.

PROJECT ASSUMPTIONS AND COMMITMENTS

This project scope and statement of work assumes the following.

- Client is responsible for all underlying network connectivity and infrastructure.
 - Network wiring at each phone location.
 - PoE switch capability for each phone. Phone power adapters required if PoE is not available.
 - Properly configured QoS policies throughout the network.
 - VPN connectivity with routed IP traffic between all locations and the main data center location.
- Client is responsible for coordinating any require carrier changes.
- It is assumed that all work will be conducted during normal business hours unless CoreTech chooses to perform certain tasks outside those hours.
- Client will provide the CoreTech technicians with ready access to the facilities and systems as needed throughout the implementation.
- Client will respond promptly to communications from CoreTech technicians including scheduling inquiries and requests for information.

Statement of Work

- The labor estimate assumes that the installation can be handled in an efficient manner as a single effort. If the timeline of the work stretches out due to construction or other business requirements, or if the installation needs to be split into different phases, the time required may increase.
- Since your voice services will be transported over your Internet connections it is extremely important that your Internet connections are reliable and stable. Fluctuations in performance and instances of high latency and jitter can cause call quality and user experience issues and may require the connection to be upgraded or replaced with a more suitable connection.

SPECIAL PRICING NOTE

Description	Qty
SPECIAL DISCOUNTS AND PROMOTIONS	
This proposal reflects SPECIAL CONTRACT pricing through the SOURCEWELL program.	
Contracted discount levels have been applied to all applicable products and services.	

Mitel MiVoice Connect - Core Components





Description	Price	Qty	Ext. Price
The proposed configuration includes virtual voice servers and physical voice switches.			
The proposed configuration supports the following:			
<ul style="list-style-type: none"> • Voice switch capacity <ul style="list-style-type: none"> ○ 1 PRI interface ○ 18 analog device connections ○ 300 IP phones / SIP devices ○ 66 SIP trunks • 25 simultaneous SIP connections available for mobile apps. 			
Mitel Voice Switch ST100DA	\$4,740.00	1	\$4,740.00
Mitel Voice Switch ST100A	\$2,490.00	2	\$4,980.00
Rack Mount Tray Kit for two half-width voice switches	\$92.40	2	\$184.80
Virtual Edge Gateway Server license	\$0.00	1	\$0.00
Mitel DIST VOICE SVCS SVR	\$630.00	1	\$630.00
Mitel LICENSE, TAPI APPLICATION SERVER	\$318.00	1	\$318.00
Mitel LICENSE, SOFTWARE SIP TRUNK	\$32.10	25	\$802.50

Subtotal: \$11,655.30

Numonix Call Recording

Description	Price	Qty	Ext. Price
Call recording is provided for the 23 voice channels on the PRI circuit.			
RECITE Base Software Package	\$1,500.00	1	\$1,500.00
RECITE Voice Recording License	\$300.00	23	\$6,900.00
RECITE Remote Installation and Configuration	\$1,495.00	1	\$1,495.00
RECITE Pro Services Installation and Training	\$2,250.00	1	\$2,250.00
Subtotal:			\$12,145.00

Server Hardware and Software


Description	Price	Qty	Ext. Price
MS Server Licensing Bundle	\$1,668.26	1	\$1,668.26
Microsoft Windows Server 2019 Standard - License - 2 Core - Volume - Microsoft Open License - Single Language - PC		12	
Microsoft Windows Server 2019 - License - 1 User CAL - Volume - Microsoft Open License - Single Language - PC		1	
HP Server Bundle	\$6,107.46	1	\$6,107.46
HPE ProLiant DL360 G10 1U Rack Server - 1 x Xeon Silver 4214 - 16 GB RAM HDD SSD - Serial ATA/600, 12Gb/s SAS Controller - 2 Processor Support - 16 MB Graphic Card - Gigabit Ethernet - 8 x SFF Bay(s) - Hot Swappable Bays - 1 x 500 W - Intel Optane Memory 		1	
HPE Intel Xeon Silver 4214 Dodeca-core (12 Core) 2.20 GHz Processor Upgrade - 17 MB Cache - 3.20 GHz Overclocking Speed - 14 nm - Socket 3647 - 85 W 		1	
HPE SmartMemory 16GB DDR4 SDRAM Memory Module - For Server - 16 GB (1 x 16 GB) - DDR4-2933/PC4-23466 DDR4 SDRAM - CL21 - 1.20 V - Registered - 288-pin - DIMM 		3	
HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - 230 V AC, 380 V DC 		1	
HPE 300 GB Hard Drive - 2.5" Internal - SAS (12Gb/s SAS) - 10000rpm - 3 Year Warranty 		2	

Server Hardware and Software

Description	Price	Qty	Ext. Price
HPE 1.20 TB Hard Drive - 2.5" Internal - SAS (12Gb/s SAS) - 10000rpm - 3 Year Warranty 		6	

Subtotal: \$7,775.72

Mitel MiVoice Connect - Phones and Licenses

Description	Price	Qty	Ext. Price
<p>The licensing bundles below will provide the following license counts which can be deployed to users and devices (desk phones, soft phones, mobile devices, SIP devices) at your discretion.</p> <ul style="list-style-type: none"> - (133) Ext-only licenses (for courtesy and conference phones) - (148) Ext+Mailbox licenses (for most users/extensions) - (26) Soft phone licenses (for PCs running the soft phone) - (26) Mobility licenses (for mobile app use) - (15) SIP device licenses (required for each mobile device and each SIP device) - (4) Edge Gateway Remote phone licenses (required for soft phones connecting from outside the firewall <u>without a VPN</u>) - (4) Operator Call Manger licenses (for receptionist and operators) 			
Connect ONSITE Courtesy lic	\$69.00	133	\$9,177.00
Connect ONSITE Telephony lic	\$114.00	126	\$14,364.00
Connect ONSITE Essentials lic bundle	\$141.00	22	\$3,102.00
Connect ONSITE Adv lic bundle	\$354.00	4	\$1,416.00
SIP Device License	\$19.20	15	\$288.00
<p>The physical phones below are provided based on client counts.</p> <ul style="list-style-type: none"> - 260 x Mitel 6930 (includes 7 additional/spares) - 10 x Mitel 6970 conference phones 			
Mitel MiVoice 6930 IP Phone 	\$225.00	260	\$58,500.00

Mitel MiVoice Connect - Phones and Licenses

Description	Price	Qty	Ext. Price
Mitel MiVoice 6970 IP Conference Station 	\$441.00	10	\$4,410.00
Shipping Charges	\$1,518.72	1	\$1,518.72
Subtotal:			\$92,775.72

Paging and Analog Device Interface

Description	Price	Qty	Ext. Price
<p>New ATAs will be installed for the ring down phones.</p> <p>Two new paging interfaces will be installed at the locations where the amps and speakers are connected to the Toshiba phones.</p> <p>The existing Viking SIP paging devices will be re-configured.</p>			
Mitel ATA 2 Analog Ports	\$108.00	5	\$540.00
Algo SIP Audio Alerter	\$446.67	2	\$893.34
Subtotal:			\$1,433.34

Mitel MiVoice Connect - Accessories

Description	Price	Qty	Ext. Price
Mitel M695 Expansion Module - 4.3" LCD Network (RJ-45)	\$129.00	13	\$1,677.00
Mitel Wall Mount for IP Phone - 10 pack	\$235.62	2	\$471.24
Mitel Integrated DECT Headset (NA) for Connect	\$180.00	7	\$1,260.00
AC Adaptor L6 48V NA for Connect	\$16.20	20	\$324.00
Subtotal:			\$3,732.24

Professional Services - FIXED FEE

Description	Price	Qty	Ext. Price
<p>The cost below is for the execution of the scope of work as outlined in this proposal. This project has been quoted as a ESTIMATED EFFORT for the scope of work described in this document. CoreCare client discounts have been applied.</p>			
Professional Services - FIXED FEE	\$28,350.00	1	\$28,350.00

Professional Services - FIXED FEE

Description	Price	Qty	Ext. Price
<p>OUT OF SCOPE WORK: Work that is performed outside the scope of this project will be tracked and billed at the appropriate hourly rate. We will do our best to call out any OUT OF SCOPE items if and when they become apparent. OUT OF SCOPE items are typically moved to separate service tickets or separate projects based on the work required.</p> <p>CHANGE ORDERS: Requests for changes that impact the original scope of work are considered to be CHANGE ORDERS and may result in additional professional services fees. We will do our best to call out any CHANGE ORDERS if and when they become apparent.</p>			
Subtotal:			\$28,350.00

Mitel Software Support

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<p>The Mitel annual support cost is based on the license counts and components of the deployed system. As additional phones, licenses and components are purchased, additional Mitel support fees will be applied and the annual recurring costs will increase.</p> <p>The Partner Support level quoted below requires the end-user customer to get support through their certified Mitel partner.</p> <p>The coverage below is for the core system components and switches and DOES NOT COVER phones and accessories.</p>					
Partner Support (1 Year, No Phones)	\$3,873.28	\$3,403.68	1	\$3,873.28	\$3,403.68
Recurring Subtotal:				\$3,873.28	
Subtotal:				\$3,403.68	

Numonix Software Support

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
RECITE Direct 9x5 Remote Support (1yr)	\$1,428.00	\$1,428.00	1	\$1,428.00	\$1,428.00
Recurring Subtotal:				\$1,428.00	
Subtotal:				\$1,428.00	

Annual Support Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
CoreCare On-Prem Voice Support Agreement - Annual preventative maintenance - Tech support for client system admins - Installation of system software updates (annually or as-needed for support) - Windows Server health monitoring, updates, and endpoint protection - After-hours emergency services included					
CoreCare On-prem Voice	\$4,250.00	\$4,250.00	1	\$4,250.00	\$4,250.00
				Recurring Subtotal:	\$4,250.00
				Subtotal:	\$4,250.00

Schedule of IT Services Addendum

THIS SCHEDULE OF IT SERVICES, outlines the services or additions or changes to the services that CoreTech will provide to Client and is pursuant to the Master Services Agreement.

This Schedule of IT Services Addendum defines the expectations and commitments between CoreTech and Client for the specific engagement as set forth below. In the event the terms and conditions stated within this document conflict with the terms and conditions stated within the Master Services Agreement or any earlier Schedule of IT Services Addendum, the terms and conditions stated within the most current Schedule of IT Services Addendum shall govern.

The entire contents of this document constitute the Schedule of IT Services Addendum.

MANAGED SERVICES TERMS

CORECARE | ON-PREM VOICE

Response Time

During this agreement, CoreTech shall provide services with the following response time goals during normal business hours, 7:30am to 5:00pm central time, Monday through Friday, excluding major holidays:

- 2 hour response for High Priority issues during business hours
- Issues affecting large groups of users and/or resulting in total work stoppage for a smaller group of users
- 8 hour response for Medium Priority issues during business hours
- Severe issues isolated to a single user, issues impacting a large group of users but generally isolated to single system or application
- 16 hour response for Normal Priority issues during business hours
- Issues the hinder but do not stop user productivity for a small group of users or an individual, periodic and intermittent issues
- 16 hour response for Change Requests during business hours
- Requests that do not relate to a specific user or system issue i.e. new user creation or shared folder setup.

Schedule of IT Services Addendum

The response time goal specifies the amount of time that passes between the ticket submission or support phone call and a CoreTech service technician beginning to review, analyze and troubleshoot the problem.

Support Hours

CoreTech will provide remote and onsite support during normal business hours, 8:30am to 5:00pm Central Time, Mon-Fri.

Afterhours Support

Afterhours support will be provided on an on-call, best-effort basis for emergency issues that cause total work stoppage or severely impact the productivity of a large number of users.

Unless specified above, afterhours support will be billed at the current afterhours rate associated with the required type of service.

Support Requests

Client can reach CoreTech support DURING BUSINESS HOURS through any of the following methods:

- PREFERRED METHOD for quickest response - Send email with description of issue to support@coretech.us
- Submit a service request by accessing the "Request Service" link at www.coretech.us.
- Call 402.398.9580 and follow the menu prompts to access support.

Support requests for AFTER HOURS EMERGENCY incidents should be initiated by calling 402.398.9580 and following the prompts to report an emergent need. You will be prompted to leave a message and the on-call dispatcher will contact you.

Client Portal

Upon request, CoreTech will provide client with access to the CoreTech client portal where client can create and review service tickets for the entire company.

Phone System Replacement - SOUCEWELL PRICING

Prepared by:

CoreTech

Molly Boukal
402.398.9580
mboukal@coretech.us

Prepared for:

City of Bellevue

1500 Wall Street
Bellevue, NE 68005
Steve Wisnieski
(402) 515-1106
steven.wisnieski@bellevue.net

Quote Information:

Quote #: 1001101

Version: 4
Delivery Date: 02/08/2021
Expiration Date: 02/28/2021

Quote Summary

Description	Amount
Mitel MiVoice Connect - Core Components	\$11,655.30
Numonix Call Recording	\$12,145.00
Server Hardware and Software	\$7,775.72
Mitel MiVoice Connect - Phones and Licenses	\$92,775.72
Paging and Analog Device Interface	\$1,433.34
Mitel MiVoice Connect - Accessories	\$3,732.24
Professional Services - FIXED FEE	\$28,350.00
Mitel Software Support	\$3,403.68
Numonix Software Support	\$1,428.00
Annual Support Services	\$4,250.00

Total: **\$166,949.00**

Recurring Expenses Summary

Description	Amount
Mitel Software Support	\$3,873.28
Numonix Software Support	\$1,428.00
Annual Support Services	\$4,250.00

Recurring Total: **\$9,551.28**

Client Acceptance - By signing below you accept this document as a purchase order to CoreTech for the items and services detailed in the prior pages and confirm that you have the authority to make such a purchase. Further, your signature acknowledges this document as a Statement of Work and you understand that it is bound by the terms and conditions set forth in the previously signed Master Services Agreement and Invoicing and Payment Policy documents.

City of Bellevue

Signature:

Name:

Date:

Purchase Order:

Core Technologies, Inc.

Master Services Agreement

THIS AGREEMENT, dated _____, 2021 between Core Technologies, Inc. ("CoreTech"), a Nebraska Corporation having its principal place of business at 9711 M Street, Omaha, NE 68127, and City of Bellevue ("Client") having a place of business at 1500 Wall Street, Bellevue, NE 68005.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties, intending to be legally bound, agree as follows:

1. TERM

The term of this Agreement shall commence on dated _____, 2021, and shall remain in force for a period of 12 months, with an automatic renewal for successive 12 month periods, unless the Agreement is terminated in accordance with Section 8.

2. INTELLECTUAL PROPERTY

- A. CoreTech License Grant to Client and Scope of Use. Subject to the terms and conditions of this Agreement, CoreTech hereby grants to Client a limited, non-exclusive, non-assignable license, without a right to sublicense, to use the software ("Software") set forth in the Schedule of IT Services, attached hereto and incorporated herein. CoreTech may immediately terminate such license and the Client's right to use the Access Site, in whole or in part, for any material breach of this Agreement by Client. CoreTech grants no other rights other than those explicitly granted herein, and Client shall not exceed the scope of its license.
- B. Restrictions. Client shall not, and shall not permit any third party to, (i) copy or modify the Access Application; (ii) reverse engineer, de-compile, translate, disassemble, or attempt to discover the source code for all or any portion of the Access Application; or (iii) license, distribute or disclose the Access Application to any third party.

3. SERVICES

- A. The services provided under the Agreement are set forth in the Schedule of IT Services executed by Client and CoreTech.
- B. Client is solely responsible for all data and content it transmits or accesses via any of the CoreTech services.
- C. CoreTech shall not monitor Client's communications relayed through CoreTech services, provided, however, CoreTech shall cooperate with government and judicially compelled requests for information.
- D. Client agrees not to use CoreTech services to violate applicable law, and shall prevent employees, Clients, and contractors from using the services in such manner.
- E. For on-site service, CoreTech shall have reasonable and free access to Client facilities as necessary to perform under this Agreement.

4. **PROPRIETARY AND CONFIDENTIAL INFORMATION**

The term "Confidential Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the parties. By way of illustration, but not limitation, Confidential Information includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; and (b) information regarding plans for research, development, new products or services, marketing and selling business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and client lists. Unless otherwise specifically agreed, all such Confidential Information will continue to be proprietary Confidential Information of the party providing such Confidential Information. The receiving party recognizes and agrees that there is independent economic value in not having such Confidential Information known to others. Consequently, all information obtained by either party will be maintained in the strictest of confidence and will not be disclosed to any third party without the prior written consent of the providing party. Confidential Information may be shared with accountants, attorneys or advisors only on a "need to know" basis, and then only after the advisors or agents have agreed, in writing, to be bound by the terms of this Agreement. Notwithstanding the foregoing, the term "Confidential Information" as used herein does not include any data or information which: (i) is already known to the receiving party at the time it is disclosed to the receiving party; (ii) is or becomes generally known to the public through no wrongful act of the receiving party; (iii) is rightfully received by the receiving party from a third party without restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the disclosing party; (iv) is approved for release by a written authorization by the disclosing party; (v) is required to be disclosed by operation of law (vi) is independently developed by the receiving party without use, directly or indirectly, of the Confidential Information received from the disclosing party; or (vii) is not of a nature which a reasonably prudent person with knowledge and experience in the industry would consider confidential, unless it is specifically identified as "confidential" in writing and such writing is delivered to receiving party.

5. **WARRANTY LIMITATION**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, CORETECH PROVIDES NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, ACCURACY, QUIET ENJOYMENT, TITLE, WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CORETECH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CORETECH DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM CORETECH'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S AND/OR CORETECH'S CONNECTIONS TO THE INTERNET.

6. **LIMITATION OF LIABILITY**

- A. CoreTech's entire liability and Client's exclusive remedy for damages from any cause whatsoever, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the amount which has been paid to CoreTech by Client for CoreTech's performance hereunder. In no event will either party be liable for damages caused by the other party's negligence, or for special, incidental or consequential damages, lost profits, lost use of equipment, loss of stored data, cost of substitute equipment or other downtime costs, even if such party has been advised of the possibility of such damages, or for any claim against the other party by any third party. No

action arising out of this agreement, regardless of the form of action, may be brought by either party more than two years after action has occurred.

- B. Client understands that software provided by or through CoreTech is third party software and has not been developed or modified by CoreTech, unless otherwise indicated in the Agreement or statements of work. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND CLIENT IS BOUND BY THE TERMS OF THE SOFTWARE LICENSURE AGREEMENT.
- C. IN NO EVENT WILL CORETECH BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER WHETHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHER FORM OF ACTION, REGARDLESS OF WHETHER CORETECH WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7. INDEMNIFICATION

- A. Client shall indemnify, defend and hold harmless CoreTech and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, demands, suits, actions, judgments, costs and liabilities (including attorneys' fees) that arise out of, result from, or are incidental to this Agreement or the work or services performed hereunder to the extent such indemnified loss is caused by or results from the acts, negligence or fault of Client or its employees, agents or subcontractors; provided, however, Client shall only be liable for that portion of the total indemnified loss that Client's acts or omissions bear to the total indemnified loss.
- B. CoreTech shall indemnify, defend and hold harmless Client and its affiliates and their representatives, directors, officers, employees and agents from and against any and all claims, demands, suits, actions, judgments, costs and liabilities (including attorneys' fees) based upon personal injury or death to the extent that it is proximately caused by the negligent or willful acts or omissions of CoreTech or its directors, officers, employees or agents; however, CoreTech shall only be liable for that portion of the total indemnified loss that CoreTech's acts or omissions bear to the total indemnified loss. CoreTech shall also indemnify, defend, and hold harmless Client for any claims or suits (including attorneys' fees) arising from or in connection with a claim that CoreTech services infringed on the intellectual property rights of any other person or entity's intellectual property.

8. TERMINATION AND DEFAULT

- A. At any time during the term of this Agreement Client may terminate this Agreement without cause by giving CoreTech sixty days (60) days written notice. If Client terminates this Agreement without cause Client shall: (1) pay all charges owing CoreTech prior to the expiration of the sixty (60) days; (2) [INTENTIONALLY REMOVED]; (3) return all software, equipment, and documentation belonging to CoreTech or a third party vendor contracted through CoreTech.
- B. At any time during the term of the Agreement CoreTech may terminate this Agreement without cause upon sixty (60) days prior written notice.
- C. A Material Default under this Agreement is defined as: (1) failure to make a payment in accordance with this Agreement when due, or (2) filing by either party for bankruptcy or having a petition for bankruptcy filed against it that is not dismissed within forty-five (45) days of the filing.

- D. If Client materially defaults CoreTech may, without notice to Client: (1) recover from Client all accrued and unpaid amounts due, (2) withhold the provision of CoreTech services, (3) immediately terminate the Agreement, and (4) pursue any and all remedies CoreTech may have at law or in equity.
- E. For purposes of this Agreement, a "Force Majeure Event" shall mean the occurrence of unforeseen circumstances beyond the party's control and without such party's negligence or intentional misconduct, including, but not limited to, any act by any governmental authority, act of war, strike, boycott, embargo, shortage, riot, lockout, labor dispute, civil commotion, or unforeseen natural disaster. Neither party shall be responsible for any failure to perform due to a Force Majeure Event provided such party gives notice to the other party of the Event as soon as reasonably practicable. The party claiming a Force Majeure Event shall use reasonable effort to mitigate the effect of any such Event.

9. NON-SOLICITATION

During the term of this Agreement and for period of two (2) years after termination, Client agrees not to, directly or indirectly, solicit, recruit or employ any employee of CoreTech. If Client does employ a former employee of CoreTech within two (2) years of that employee's termination of employment with CoreTech, Client agrees to pay CoreTech a fee equal to 50% of the total compensation that employee earned in the last twelve (12) months of employment with CoreTech.

- 10. Relationship of the Parties. CoreTech and Client are independent contractors and this Agreement shall not be construed to create a partnership, joint venture or employment relationship between them. Neither party will represent itself to be an employee, agent or representative of the other, and neither party will have the right or authority to create any obligation or responsibility on the other's behalf.
- 11. Assignment. Neither this Agreement, nor any right hereunder, may be assigned by any of the parties hereto without the prior written consent of the other party. Notwithstanding the foregoing, CoreTech may make any assignment to any of its affiliates without Client's consent and CoreTech may, at any time, pledge its right to any payment hereunder or make any collateral assignment to any lender for the purpose of obtaining financing.
- 12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska, without giving effect to its laws or rules relating to conflict of laws. Any and all actions brought to enforce this Agreement or resolve any dispute arising out of this Agreement shall be brought solely in the federal or state courts having jurisdiction in Douglas County, Nebraska, and each party hereby consents to and agrees to submit to the exclusive personal jurisdiction and venue of such courts.
- 13. Entire Agreement. This Agreement, along with most current Schedule of IT Services, constitutes the entire understanding and agreement between the parties and supersedes all previous agreements (whether written or oral) concerning the subject matter hereof. This Agreement may not be amended or supplemented except by a written document executed by both parties to this Agreement.
- 14. Force Majeure. Neither Party hereto shall be in default hereunder by reason of its delay in the performance or failure to perform any of its obligations hereunder for any event, circumstance, or cause beyond its reasonable control such as, but not limited to, acts of God, acts of terrorism, strikes, lock-outs, general governmental orders or restrictions, war, threat of war, hostilities, revolution, riots, epidemics, power shortages, fire, earthquake, or flood. The party affected by any such event shall notify the other party within a maximum period of ten (10) days from its occurrence. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under this Agreement.

15. Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.
16. Waiver. The waiver of a default hereunder shall not constitute a waiver of any other default. The failure of either party to enforce any right or remedy for any one default shall not be deemed a waiver of said right or remedy if the party persists in such default or commits any other default, nor shall such failure in any way affect the validity or enforceability of this Agreement or any part hereof.
17. Notice. All notices, statements, and reports required or permitted by this Agreement shall be in writing and deemed to have been effectively given and received: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. Either party may change its address for the purpose of this paragraph by giving the other party notice pursuant to this section. Notice shall be sent to the following:

To CoreTech:

Core Technologies, Inc.
Attn: Christopher Vilim
9711 M Street
Omaha, NE 68127
Email: cvilim@coretech.us

To Client:

City of Bellevue
Attn: _____
1500 Wall Street
Bellevue, NE 68005
Email: _____

18. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by its duly authorized officer all as of the day and year first above written.

AGREED AND ACCEPTED:

Core Technologies, Inc.

City of Bellevue

Christopher A. Vilim

Rusty Hike

President _____

Mayor _____

Print Name/Title

Print Name/Title

Date

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
2/16/2021

COUNCIL MEETING DATE: 02/16/2021		SUBMITTED BY: Phil Davidson, Community Relations Coordinator	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of a Retail Service Agreement with AVI Systems Inc. to provide 1 year of System Support for the entire Wall Street Campus as well as multi year software updates and service agreements for technology used in council chamber and to operate the City's Cable TV Channel

SYNOPSIS/BACKGROUND:

AVI Systems Support for 1 year includes all 24 Rooms/Environments of the building including the Council Chambers and also includes Hardware Coverage, Custom Software, Both Remote and On-site Labor Expenses, Bi-annual Preventative Maintenance visits, etc. (Total Cost \$15,905.00)

Upgrade the Broadcast Pix Migration from Window 7 to Window 10 Server and Support for 5 years. This includes a migration solution to acquire a new Broadcast Pix Switching Server, while utilizing the existing external ME control board. AVI has worked with Broadcast Pix to provide a significant trade-in credit of the legacy server as its running on Windows 7 that Microsoft has deemed unsupported and vulnerable. The new Server runs on Windows 10 Platform. Support is included at a fixed cost for 60 month term (for a total cost of \$34,308.40 with \$185.00 in shipping and handling fees)

Provide Tightrope Media / Cablecast Manufacturing Support through February of 2023. This is the software and equipment that we use to run the TV Station and has an expected "end of life" date of Feb 2023. Additional, Cablecast Software and Phone support will be covered through 2/28/26. (Total Cost of \$4,478.58)

The Cable TV Department budgets these items on a yearly basis. The reason for the long term contracts is that these items have the potential to be covered or reimbursed by COVID-19 related CARES ACT funding.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommendation to approve a Retail Service Agreement with AVI Systems, Inc., in an amount not to exceed \$54,876.98

ATTACHMENTS:

1. <input type="text" value="Agreement"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. [Signature]
[Signature]
[Signature]

Retail Sales Agreement



AVI Systems Inc., 5055 S 111th St Omaha, NE, 68137-2339 | Phone: (402)593-6500, Fax: (402)593-8500

Proposal Number: 1045822
Prepared For: Bellevue, City of
Attn: Phil Davidson

Proposal Date: January 29, 2021
**City of Bellevue Service Contract Renewals of 24 Rooms
(AVI Systems, Tighrope Media and Broadcast Pix) v2**

Prepared By: Kevin Keller
Phone: (402)384-4563
Email: kevin.keller@avisystems.com

BILL TO

Attn: Phil Davidson
Bellevue, City of
1500 Wall Street
Bellevue, NE, 68005
Phone: (402)293-3000
Email: phil.davidson@bellevue.net
Customer Number: 9552

SITE

Attn: Phil Davidson
Bellevue, City of
1500 Wall Street
Bellevue, NE, 68005
Phone: (402)293-3052
Email: phil.davidson@bellevue.net

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$38,786.98
Integration	\$0.00
PRO Support	\$15,905.00
Shipping & Handling	\$185.00
Tax	\$0.00
Grand Total	\$54,876.98

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

SYSTEM SUPPORT AGREEMENT (SSA) – RENEWAL

Customer:
City of Bellevue

Recertification Contact:
Staci Nelson

Site:
Bellevue, City of
1500 Wall Street
Bellevue, NE 68005

AVI Systems Support:

Proposal consists of extending support (Hardware, Custom Software, Remote and on-site Labor, Preventative Maintenance visits, etc (Terms below in Customer Care Entitlement Matrix). This includes 24 environments listed below. The Council Chambers room will receive regular preventative maintenance visits with all other locations covered as a "will call" status.

New Coverage dates: 3/1/2021 -thru- 2/28/22 (12 months)

***Additional Manufacturer Support provided by Broadcast Pix and Tighrope Media Systems (both reside within Council Chambers environment) are also describe below in this proposal and are included as itemized line items in the quote details.*

Covered Systems:

<u>System ID</u>	<u>Description</u>
A1044648	1st Flr, Conference Room 109
A1044649	1st Flr, Council Chamber
A1044663	1st Flr, Office 113
A1044664	1st Flr, Office 114
A1044665	1st Flr, Office 115
A1052000	1st Flr, Office 126
A1052001	1st Flr, Office 127
A1044651	1st Flr, Room 101 (Main Lobby)
A1044647	1st Flr, Room 105 (Clerk Reception Area)
A1044652	1st Flr, Room 106 (Clerks Office)
A1044650	1st Flr, Room 112 (HR Reception Area)
A1044654	1st Flr, Room 122 (Training Room)
A1044653	1st Flr, Room 128 (Studio/Overflow Room)
A1044656	2nd Flr, Conference Room 209
A1044657	2nd Flr, Conference Room 218
A1044658	2nd Flr, Conference Room 225
A1044668	2nd Flr, Office 206
A1044669	2nd Flr, Office 207
A1044670	2nd Flr, Office 208
A1044671	2nd Flr, Office 215
A1044672	2nd Flr, Office 216
A1044661	2nd Flr, Room 204 (Mayor Reception Area)
A1044660	2nd Flr, Room 211 (Finance Reception Area)
A1044655	2nd Flr, Room 227 (Break Room)

Broadcast Pix Manufacturer Support (Residing in Council Chambers):

Customers' existing Broadcast Pix Granite Video Switcher (SN# GSC8289) and 2000 1ME Controller (Manufactured by Broadcast Pix) resides on a Windows 7 Operating System that Microsoft has retired and is no longer supported leaving security vulnerabilities.

Broadcast Pix has proposed an upgrade path included in this proposal to acquire a server appliance running Windows 10 Operating system with Broadcast Pix software. This proposal reflects the purchase of a new "GX series switcher" that Broadcast Pix is providing a significant trade-in value to assist with the transition. A 5-year Hardware and Software support model is provided on the new switcher confirming it will be supported by the manufacturer for the term. The legacy 2000 1ME Controller in the control room will remain and will be included in this coverage as well.

AVI System will provide onsite Engineering assistance for Customer to backup and transfer custom configurations of the legacy switcher and help customer transfer to the new device. AVI will provide onsite removal and installation of the chassis and include all shipping/return fees.

New Coverage dates: 5 years (60 months) thru approximately 2/28/2026 (pending actual purchase date of server)

Covered Systems:

A1094240 Broadcast Pix Maintenance Agreement

Tightrope Media Systems Manufacturer Support (Residing Cablecast in Council Chambers):

Tightrope Hardware Support:

Customer has (3) Hardware components within their cablecast environment that have existing Hardware support until 2/1/2023 (which is the maximum allotted term offered by the manufacturer). Manufacture has announced the end of life for this platform and therefore will not be renewable when current support ends in 2023.

Hardware Assurance for CBL-Flex2 (Existing thru 2./1/2023 -EOL for Hardware)
Hardware Assurance for CG340 & 440 Pro (Existing thru 2./1/2023 -EOL for Hardware)

***it will be recommended in later CY23/24 that customer may consider budgeting for life cycle of the Tightrope Hardware Infrastructure to a more contemporary solution that is expected to be released at that time by the manufacturer.*

Tightrope Software / Phone / Remote Support:

This proposal includes extending Tightrope Cablecast Software and Phone support on the environment thru a term of 2/28/2026. Note, this software support will continue past the hardware support ending on 2/1/2023.

Covered Systems:

A1094241 Tightrope Media Maintenance Agreement

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support			Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included			Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included			Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included			Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include Consumables or Obsolete Equipment.	Included			Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included			
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included			Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included			Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included			

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Broadcast Pix - Council Chambers Environment					
BPIX BPS-GX11	BROADCAST PIX	GX 11 system with 11 SDI inputs + 1 external key and 6 SDI outputs, NewBlue NTX graphics	1	\$33,876.47	\$33,876.47
BPIX 967	BROADCAST PIX	Granite XP or Win 7 Server to BPSwitch GX Server- Upgrade includes refundant power and quad monitor	1	\$-19,004.70	\$-19,004.70
BPIX 786	BROADCAST PIX	Purchased with the system. Mandatory enhanced 1st year warranty provides full hardware & software	1	\$2,159.63	\$2,159.63
BPIX 787	BROADCAST PIX	Additional Years support; provides full hardware & software support for 12 months, advanced spares	4	\$4,319.25	\$17,277.00
Sub-Total: Broadcast Pix - Council Chambers Environment					\$34,308.40
Tightrope Media Systems (Cablecast in Council Cham					
OFE	OWNER	Hardware Assurance for CBL-Flex2 (Existing thru 2./1/2023 -EOL for Hardware)	1	\$0.00	\$0.00
OFE	OWNER	Hardware Assurance for CG340 & 440 Pro (Existing thru 2./1/2023 -EOL for Hardware)	1	\$0.00	\$0.00
CBL-SAS-CH-1YR-LAPSED	TIGHTROPE	Cablecast Software Assurance for 1yr per channel (I/O) when lapsed (4/29/2019 thru 11/1/2021)	2	\$600.00	\$1,200.00
CBL-SAS-CH-1YR	TIGHTROPE	Cablecast Software Assurance for 1yr per channel (I/O) (11/1/2021 thru 2/28/2026)	2	\$1,639.29	\$3,278.58
Sub-Total: Tightrope Media Systems (Cablecast in Council Cham					\$4,478.58
Total:					\$38,786.98

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	System Support Agreement - 24 Building Environments (3/1/2021 - 2/28/2022)	1.0000	\$15,905.00	\$15,905.00

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncurd material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential

Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

**16h.
2/16/2021**

COUNCIL MEETING DATE: 02/16/2021		SUBMITTED BY: Legal / Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Third Amendment to Lease Agreement with BAE Systems National Security Solutions Inc. at 1410 Wall Street.

SYNOPSIS/BACKGROUND:

This amendment extends for 3-years. The Lease Agreement with BAE Systems Information and Electronic Systems Integration, Inc. was originally entered into on October 14, 2005, amended on January 21, 2006, and amended on August 22, 2016 (together the "Lease"), regarding that certain property identified in the Lease as that certain office space containing approximately 21,913 SF at Wall Street Plaza Office Park, 1410 Wall Street, Bellevue. Base Rent as follows:

Year 1 - 03/01/21 to 02/28/22	\$22,826.04/month	Total/Year \$273,912.50
Year 2 - 03/01/22 to 02/28/23	\$22,826.04/month	Total/Year \$273,912.50
Year 3 - 03/01/23 to 02/28/24	\$23,392.13/month	Total/Year \$280,705.53

FISCAL IMPACT: \$828,530.53/3-year BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: BAE	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: BAE Amended Lease Contract		
CONTRACT EFFECTIVE DATE: 03/01/2121	CONTRACT TERM: 3-Year	CONTRACT END DATE: 02/28/2024
PROJECT NAME: N/A		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: YES
CIP PROJECT NAME: N/A	CIP PROJECT NUMBER: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRUBUTION CODE: N/A	ACCOUNT NUMBER: N/A	

RECOMMENDATION:

Approve and authorize the Mayor to sign the Third Amendment to Lease Agreement with BAE Systems Information and Electronic Systems Integration Inc. for a three year term, beginning 03/01/2021 - 02/28/2024, in the following amounts: Year 1 - \$273,912.50; Year 2 - \$273,912.50 and Year 3 - \$280,705.53.

ATTACHMENTS:

- | | | |
|---------------------------------------|-------------------------|-------------------------|
| 1. Third Amendment to Lease Agreement | 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: _____

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (“Amendment”) is made this ____ day of February, 2021 by and between the City of Bellevue, Nebraska, a body politic of the State of Nebraska, successor-in-interest to the Bellevue City Municipal Building Corporation, successor-in-interest to Ewing Partners, L.P., (“Landlord”) and BAE Systems Information and Electronic Systems Integration Inc., a successor in interest to BAE Systems Information Solutions Inc., itself a successor in interest to BAE Systems National Security Solutions Inc. (“Tenant”), collectively referred to as “the Parties”, and relates to that Lease Agreement entered into by the Parties on October 14, 2005, amended on January 21, 2006, and amended on August 22, 2016 (together the “Lease”), regarding that certain property identified in the Lease as that certain office space containing approximately 21,913 SF at Wall Street Plaza Office Park, 1410 Wall Street, Bellevue, NE 68005 (“the Premises”).

The Parties agree to amend the aforementioned Lease as follows:

Landlord and Tenant agree and acknowledge that Articles 1.1, 1.9, 1.10, 1.11, 1.12, 2.2, 3.4 8.4 and 29.3 of the Lease are hereby deleted and replaced in their entirety by the following:

1.1 Address of Landlord:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

1.9 Initial Term: The Initial Term shall begin on the Lease Commencement Date and end on the expiration date that is three (3) years from the Lease Commencement Date unless the Lease Commencement Date is other than the first of the month then the expiration date shall be three (3) years from the first of the month following the Lease Commencement Date.”

1.10 Lease Commencement Date: March 1, 2021

1.11 Expiration Date: The last day of the third year after the Lease Commencement Date.

1.12 Base Rent

			Total/Month	Total/Yr.	
Year 1	03/01/21	-	02/28/22	\$22,826.04	\$273,912.50
Year 2	03/01/22	-	02/28/23	\$22,826.04	\$273,912.50
Year 3	03/01/23	-	02/28/24	\$23,392.13	\$280,705.53

- 2.2 Improvements:** Landlord agrees to construct the improvements and perform the work described in Exhibit "A" (the "Landlord Improvement"). The Landlord Improvements shall be at Landlord's sole cost and expense and be completed within ninety (90) days from the date of this Amendment. In addition to the above, the Landlord shall immediately complete the Deferred Maintenance outlined in Exhibit "B" (the "Deferred Maintenance") in addition to any remediation needed as uncovered through repairs. Such repairs from Exhibit "B" shall be completed no less than thirty (30) days from the date of this Amendment. Should the Tenant seek to add any tenant improvements, they must be approved by the Landlord, in writing, prior to the improvement, which Landlord shall not unreasonably withhold, condition or delay. Any tenant improvements beyond what is identified herein is at the sole cost of the Tenant. All Tenant improvements must meet City Code and other applicable rules and regulations. In the event that the Landlord Improvement or the Deferred Maintenance are not completed on or before the timeframes stated herein, Tenant shall be entitled to a day-for-day rent abatement credit equal to the percentage of space that is rendered unusable by Tenant while the Landlord Improvement and Deferred Maintenance work remains ongoing and incomplete.
- 3.4 Options to Renew:** Subject to the condition that Tenant is not in default of the performance of any of the provisions of this Lease, beyond applicable notice and cure periods, Tenant shall have the option to renew this Lease for 2 additional periods of 3 years each (such option periods are hereinafter referred to as an "Extended Term"), subject to all the same terms and conditions contained herein, except Base Rent for the first year of each Extended Term shall be ninety-five percent (95%) of market rents including concessions. In the event the Landlord and Tenant are unable to agree on ninety-five percent (95%) of the market rent, then Tenant may elect to rescind its election to renew or to proceed to a three (3) broker arbitration method ("Market Rent Arbitration"). In the event that the Tenant elects Market Rent Arbitration, the Tenant and Landlord shall each select one (1) arbitrator within ten (10) days of Tenant's formal notification to Landlord to proceed with Market Rent Arbitration. After the Tenant and Landlord have each selected an arbitrator, the two party selected arbitrators will select the third neutral arbitrator, who will serve as the arbitration panel chairperson, within five (5) days of the last party-appointed arbitrator to be selected. Years 2 and 3 of each Extended Term shall have an increase of two and one-half percent (2.5%) in the Base Rent of the immediately preceding year's Base Rent. Tenant shall exercise said option by providing Landlord written notice not less than eight (8) months prior to the expiration of the Initial Term of this Lease or First Extended Term as the case may be."
- 8.4 Extra Services:** In addition to the items outlined in the original Lease Agreement, the Landlord agrees to include Tenant onto their janitorial contract which shall include service 5 days/week of at least 4 hours/day (for a minimum of 20 hours/week).

29.3 Brokers: The parties understand that Colliers International is representing Tenant in this transaction and shall receive a commission equal to three percent (3%) of the value of the lease, one full commission payable upon execution of this Lease Agreement by Landlord pursuant to a separate written agreement between Landlord and Colliers International. Each party will continue to indemnify the other and hold it harmless from and against all liability for claims for commission resulting from the other's acts.

Security & Access:

Landlord shall ensure that each individual(s) employed or hired by the Landlord, or its agents or contractors, to perform on-site services is to be a citizen of the United States of America without dual citizenship or is a permanent resident in the United States under the Immigration and Nationality Act, as amended (8 USC 1101 et seq.); and that, upon request, evidence of the legal status of any such person shall be provided.

Restoration:

Tenant shall not be required to restore the Premises back to its original condition or remove any special-use improvements upon expiration or earlier termination of the lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to Lease Agreement the day and year first above written.

City of Bellevue, Nebraska, a Body Politic of the State of Nebraska,
Landlord

By: _____
Rusty Hike
Mayor

BAE Systems Information and Electronic Systems Integration Inc.

Daniel W Sallet Digitally signed by Daniel W Sallet
Date: 2021.02.09 09:23:46 -05'00'
By: _____
Daniel W. Sallet
VP Finance & Treasurer

Exhibit "A"
Landlord Improvements

- New paint throughout leased space
- Professional cleaning of carpets and replacement as needed due to mold
- Landlord shall connect critical infrastructure items (i.e. server rooms) to the generator
- Landlord shall reimburse or pay (at Tenant's option) for stairwell painting
- Installation of motion faucets and flushers to modernize restrooms and prevent the spread of COVID-19
- Installation of "foot or wrist door openers" or similar mechanisms available for opening restroom doors in order to prevent the spread of COVID-19
- Landlord shall repair the 2nd floor and turn over in a condition where Tenant can occupy. Such work shall include but not be limited to:
 - Ductwork
 - Repair drywall
 - New paint and carpet
 - Installation of window coverings
 - Installation of HVAC
 - Repair all electrical
 - This work shall be further discussed and refined between Landlord/Tenant
- Installation of garbage disposal in 1st floor and basement breakrooms

Exhibit "B"
Deferred Maintenance

- Finalize mold remediation and any necessary repairs/replacements
- Provide additional Preventative/Routine Maintenance actions for the HVAC systems (including routine filter replacement for units located throughout the facility)
- Cleaning of the internal HVAC (ceiling) vents, along with ductwork (especially due to mold issues)
- Repair the back door (West side of building) which currently sticks and needs to be corrected to allow usage for an Emergency exit
- Roof hatch to be relocated, sealed shut or have an external locked cage roof access ladder installed.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 2.16.21	SUBMITTED BY: Comm. Dev. Director	City Administrator
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Agreement for the City to contribute funds to NDRC for a project that will provide jobs and other economic development and growth into the City.

SYNOPSIS/BACKGROUND:

The NDRC has asked for a contribution from the City for a project in the amount of \$250,000, said payment to be made only after NDRC shows they have raised/collected at least \$350,000 from other sources. The contribution from the City would be a one time payment to help the project. The project should bring jobs and other economic growth and development to the City.

FISCAL IMPACT: 250,000 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: NDRC-2021 ACCOUNT NUMBER: 6056

RECOMMENDATION:

Approve and authorize the Mayor to sign the Agreement.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Brecklin
[Signature]
[Signature]

AGREEMENT

This Agreement dated as of the ____ day of _____, 2021 (“Effective Date”), is between **Nebraska Defense Research Corporation, (“NDRC”)** and the **City of Bellevue, NEBRASKA (“Bellevue” or “City”)**. NDRC and Bellevue are individually referred to in this Agreement as a “Party” and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, NDRC has contacted Bellevue to discuss a plan to develop in the City of Bellevue and to provide jobs and other economic development that will benefit the City and perhaps be a catalyst to other development and growth (hereinafter the “Project”). NDRC has met with certain City directors to discuss the project and has relayed those confidential plans to those individuals. Given the nature and sensitivity of the plans, they will not be discussed in this Agreement;

WHEREAS, the Project requires monetary contributions to begin and requires a minimum \$650,000.00 to begin implementation of the Project;

WHEREAS, the City has agreed to pay to NDRC a total sum of \$250,000.00 to support the Project as the City is confident in the economic development plan laid out, job opportunities, and growth that this Project will provide;

WHEREAS, the Parties agree that the City will not provide the \$250,000.00 to NDRC until such time as NDRC shows in writing and supported by validated financial statements, once it has a minimum of \$300,000.00 of cash and/or financial investments from other sources available for use for the Project;

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. **Contribution:** The parties agree that the City contribute to NDRC a total sum of \$250,000.00 (the “Contribution”) to support the Project of NRDC after the showing by NDRC in writing and supported by validated financial statements that it has a minimum of \$300,000.00 of cash and/or financial investments from other sources available for use for the Project.
2. **Consideration and Acceptance:** NDRC intends for the Contribution to be legally binding, and the City recognizes that NDRC intends to act in reliance on the Contribution. The Contribution is made in consideration of the City’s interest in the Project by bringing jobs, growth, and development into the City and for other good and valuable consideration. The City acknowledges that NDRC’s promise to use the Contribution and the actual use of the Contribution shall constitute full and adequate consideration.

3. **Purpose:** The Contribution shall be used for the benefit and support of the Project. The parties acknowledge and agree the City will have no right to direct the Projects or receive the benefit thereof, separate from what is stated in this Agreement.
4. **Relationship of Parties:** This Agreement in no way creates an employer/employee relationship between NDRC and the City.
5. **Contract Term:** This Agreement shall commence as of the Effective Date and shall continue for the period (“Contract Term”) expiring as of the earlier of (a) the payment by the City to NDRC of the \$250,000.00 as described above or (b) 12 months from the Effective Date of this Agreement. Should the Contract expire pursuant to 3b, the City shall no longer be obligated to pay the \$250,000.00 to NDRC unless specifically agreed to by written addendum to this Agreement.
6. **Governing Law:** This Agreement is subject to the laws of the State of Nebraska, without regard to choice of law principles.
7. **Notices:** All notices, consents, demands, requests or other communications shall not be considered to be given unless made in writing via hand-delivery or email as follows:

If to Bellevue:

City of Bellevue
 1500 Wall Street
 Bellevue, Nebraska 68005
 Attention: City Administrator
 jim.ristow@bellevue.net

If to NDRC:

NDRC
 3835 Holdredge St.
 Lincoln, NE 68583
 Attention: Kenneth Callicutt
 Telephone: (402) 682-2803
 scallicutt@ndrc.nebraskaresearch.gov

Either Party may change its address for the giving of notices, consents, demands, requests or other communications by delivering written notice to the other Party of its new address for such purpose.

8. **Assignment:** Neither party may assign their interests in this Agreement without the written consent of the other.

9. **Entire Agreement:** This Agreement includes the entire agreement of the parties. This Agreement may not be amended without the prior written approval of both Parties.
10. **No Waiver:** The failure of either Party to seek redress for violation, or to insist on strict performance, of any covenant, term, condition or other provision of this Agreement shall not prevent a subsequent act that would have constituted a violation from having the effect of an original violation.
11. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Electronic signatures (including signatures transmitted via facsimile or e-mail) will be as effective as originals.
12. **Severability:** The invalidity or unenforceability of any provision of this Agreement in a particular respect shall not affect the validity and enforceability of any other provisions of this Agreement or of the same provision in any other respect.
13. **Authority:** Bellevue and NDRC each warrants that the person signing this Agreement on its behalf, respectively, is authorized to do so and that this Agreement will constitute the legally binding obligation of such Party. All provisions, covenants and agreements contained in this Agreement shall bind, inure to the benefit of and equally relate to Bellevue and its successors and assigns, and to NDRC and its successors and assigns.
14. **Cooperation:** NDRC shall deliver or provide for delivery to Bellevue all documents, statements, and financial information as may be reasonably necessary for Bellevue's performance of payment under this Agreement.
15. **Interpretation:** This Agreement shall be construed in accordance with its plain meaning, without giving any effect to any implication or inference arising from the fact that it may have been drafted by or on behalf of any Party to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year above written.

CITY OF BELLEVUE, NEBRASKA

By: _____
 Name: Rusty Hike
 Title: Mayor
 Date: _____

ATTEST:

 Title: City Clerk
 Date: _____

NEBRASKA DEFENSE RESEARCH
CORPORATION

WITNESS:

Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____